

## LICENSE AGREEMENT

### FOR QUALCOMM SOFTWARE CENTER TOOL

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YOU ARE ADVISED TO PRINT THIS AGREEMENT FOR YOUR RECORDS AND/OR SAVE IT TO YOUR COMPUTER.

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**1.4 Updates.** QTI may, at its option, make available patches, workarounds or other updates to the Licensed Materials (collectively “Updates”). Unless the Updates are provided with their separate governing terms, they are deemed part of the Software or Documentation, as the case may be, licensed to you as provided in this Agreement, and by accepting, possessing or using such additional Updates, You agree that the terms of this Agreement will apply thereto.

**1.5 Third-Party Materials.** The Software may contain or link to certain software code and/or materials, including, without limitation, open-source software components, that are written or owned by third parties (“Third-Party Software”). QTI may provide You with notice and/or attribution information, which may be provided in the form of a separate document, a digital file, readme file, release notes, a support website, software code, or other suitable communication, pertaining to such Third-Party Software (each a “Notice File”). Except (i) where QTI expressly identifies a third-party license contained in a Notice File as a pass-through license, or (ii) where expressly prohibited by a third-party license contained in a Notice File, including, without limitation, any Open-Source License Terms (as defined in Section 3.2 (Open-Source Restrictions) below) included therein ((i) and (ii) the “Exceptions”), Your use of such Third-Party Software is subject to the terms and conditions of this Agreement, and the content of such Notice File is provided solely to satisfy QTI's notice and/or attribution obligations. You further acknowledge and agree that: (a) compliance with all copyright laws and any third-party license included in a Notice File is the responsibility of You; (b) You shall not remove or alter any Notice File; (c) no license to any patent, trademark, copyright, or other intellectual property of QTI or a QTI affiliate is provided by a Notice File itself; (d) the delivery hereunder of any Software, including any part thereof, to You is NOT A CONTRIBUTION to any open-source project; and (e) except with respect to the Exceptions set forth above, in the event of any conflict between the terms and conditions of this Agreement and any third-party license included in a Notice File, this Agreement shall control.

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### **3. RESTRICTIONS.**

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In addition, You shall not attempt, knowingly permit or encourage others to attempt to: (i) make any copies of the Licensed Materials except as otherwise permitted under Section 1.1 (License Grant) of this Agreement in the case of Software and under Section 1.2 (Documentation) of this Agreement in the case of Documentation; (ii) rent, lease, loan, reproduce (except as to the Documentation as expressly set forth in Section 1.2 (Documentation) of this Agreement ), modify, distribute, publicly perform, publicly display or create derivative works of or based on the Licensed Materials, or disclose, provide or otherwise distribute or transfer, in any manner, to any third party the Licensed Materials or any portion thereof; or (iii) use the Licensed Materials for any purpose other than as expressly permitted in, in the case of the Software, Section 1.1 (License Grant) of this Agreement, and in the case of Documentation, Section 1.2 (Documentation) of this Agreement.

Furthermore, You may not use QTI’s or its affiliates’ name, logo or trademarks, and the copyright, trademark, patent and any other notices that appear on the Licensed Materials may not be removed or obscured.

**3.2 Open-Source Restrictions.** In addition to the restrictions set forth above, You shall not engage in any act or failure to act that enables, causes or facilitates any use or distribution of the Software or any Third-Party Software in a manner that causes any patents, copyrights or other intellectual property rights owned or controlled by QTI or any of its affiliates (or for which QTI or any of its affiliates has received license rights) to become subject to any encumbrance or terms and conditions of any Open-Source License Terms, and You shall restrict each of Your authorized users from the same. “**Open-Source License Terms**” means terms in any license for software that, as a condition of use, copying, modification or redistribution, require such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be distributed free of charge, including without limitation software distributed under the GPL (GNU General Public License) or LGPL (GNU Lesser General Public License). The rights granted by QTI in this Agreement are expressly conditioned upon Your full compliance with this Agreement, including without limitation, this Section.

**3.3 Critical Application.** Unless You otherwise have an agreement with QTI for this purpose, You may not use the Software in connection with the design, construction, maintenance, and/or operation of any system where the use or failure of such system could result in a situation that threatens the safety of human life or results in catastrophic damages (each, a “**Critical Application**”). Examples of Critical Applications include use in avionics, navigation, autonomous vehicle applications, ai solutions for automotive products, military, medical, life support or other life critical applications. As provided by QTI, the Software has not been tested or certified for such uses and QTI and its affiliates shall not be liable to You or any third party, in whole or in part, for any claims or damages arising from such uses.

**4. NO TECHNICAL SUPPORT.** You acknowledge and agree that that the Licensed Materials are provided “AS IS” and that QTI is under no obligation to provide any form of technical support in regard to the Licensed Materials.

**5. NO WARRANTY.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE LICENSED MATERIALS IS AT YOUR SOLE RISK. THE LICENSED MATERIALS AND TECHNICAL SUPPORT, IF ANY, ARE PROVIDED AS IS AND WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. QTI, ITS AFFILIATES, AND THE LICENSORS OF QTI AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, TECHNICAL SUPPORT OR ANY OTHER INFORMATION OR DOCUMENTATION PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

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**6. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL QTI, QTI'S AFFILIATES OR THE LICENSORS OF QTI AND ITS AFFILIATES BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OR FAILURE TO DELIVER, THE LICENSED MATERIALS, OR ANY BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, EVEN IF QTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER YOUR REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF QTI, QTI'S AFFILIATES AND THE LICENSORS OF QTI AND ITS AFFILIATES, AND THE SOLE AND EXCLUSIVE REMEDY OF YOU, FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED FIVE DOLLARS (US\$5.00).

**7. INDEMNITY.** You agree to defend, indemnify and hold harmless QTI and its affiliates, and their respective officers, directors, employees, contractors, agents, successors and assigns harmless from and against any and all claims, losses, damages, judgments, costs or debts, liabilities, fines, restitutions and expenses (including but not limited to attorneys' fees and costs incident to establishing the right of indemnification) arising out of or related to Your breach of this Agreement and/or Your use, misuse or operation of Licensed Materials to the fullest extent permitted by law.

**8. TERM AND TERMINATION.** This Agreement shall be effective upon acceptance by You and shall continue until terminated. You may terminate the Agreement at any time by deleting and destroying all copies of the Licensed Materials and related information in Your possession or control. This Agreement terminates immediately and automatically, with or without notice, if You fail to comply with any provision of this Agreement. Additionally, QTI may at any time terminate this Agreement, for any reason, with or without notice. Upon termination You must, to the extent possible, delete or destroy all copies of the Software, including Documentation, in Your possession and the licenses granted to You in this Agreement shall immediately terminate. Your obligations which by their sense and context are intended to survive any termination or expiration of this Agreement shall so survive, including, without limitation, Your obligations under Section 2 (Intellectual Property Rights), Section 3 (Restrictions), Section 5 (No Warranty), Section 6 (Limitation of Liability), Section 7 (Indemnity), Section 9 (Export and Trade Controls Compliance) and Section 10 (U.S. Government Users (the "Government")) of this Agreement. In the event that any restrictions, conditions, limitations are found to be either invalid or unenforceable, the rights granted to You in Section 1 (License Grant) shall be null, void and ineffective as of the date You began using or completed the installation of the Licensed Materials, and QTI shall also have the right to terminate this Agreement immediately, and with retroactive effect to such acceptance date.

**9. EXPORT AND TRADE CONTROLS COMPLIANCE.** You acknowledge that the hardware, software, source code and technology, including, without limitation, the Licensed Materials (collectively, "Items") obtained from QTI are subject to US export control and economic sanctions laws, orders, and regulations, including without limitation the *Export Administration Regulations* ("EAR"), 15 CFR Parts 730-774, and the *Foreign Assets Control Regulations*, 31 CFR Parts 500-599, as well as similar laws and regulations of other applicable jurisdictions (collectively, "Export and Sanctions Laws"). In connection with the performance of obligations under this Agreement, You assure that You and Your affiliates and agents (i) will comply with all Export and Sanctions Laws, including by obtaining any required US or other country licenses, authorizations, or approvals, and (ii) will not engage in any activity that would reasonably be expected to cause QTI to violate any Export and Sanctions Laws. You warrant that neither You, nor Your affiliates and agents, will directly or indirectly export, re-export, transfer or release (collectively, "Export") any Items (whether or not incorporated into another item) or any direct product thereof, to any country or territory, its government, any entity located in or organized under the laws of such country or territory, or any individual located or resident in such country or territory, if, at the time of Export, the US government maintains comprehensive economic sanctions or an embargo with respect to such country or territory ("Embargoed Country"), without prior government authorization. The US government currently maintains comprehensive economic sanctions or an embargo against Cuba, Iran, North Korea, Syria, and the Crimea and so-called Donetsk People's Republic and Luhansk People's Republic regions of Ukraine. The list of Embargoed Countries may be amended over time. The US government also has imposed extensive export control and sanctions restrictions on, inter alia, Belarus, the Russian Federation, and Venezuela. You further agree not to directly or indirectly employ any Items in, or Export any Items for, end uses or end users that would violate the controls in Part 744 of the EAR, without prior US government authorization, including those related to prohibited missile or UAV technology; prohibited nuclear, chemical, or biological weapons activities; prohibited supercomputer and semiconductor manufacturing end uses; or for any prohibited military end use or end user. You warrant that neither You, nor Your affiliates or agents, are: (i) listed on a prohibited or restricted party list published by the US government, including but not limited to the U.S. Department of Treasury's "List of Specially Designated Nationals and Blocked Persons" and "Consolidated Sanctions List", and the US Department of Commerce's Entity List, Unverified List, and Denied Persons List, or any similar list maintained by the United Kingdom, the European Union or its Member States, or other applicable local authority; (ii) located, organized or resident in an Embargoed Country; (iii) owned (50% or more) or controlled, directly or indirectly, by a person or entity described in clauses (i) or (ii); or (iv) otherwise the target of US sanctions (collectively, "Restricted Persons"). You shall not Export any Items to any Restricted Persons without prior US government authorization, to the extent required by regulation. If You are a person or entity located in Belarus, Cambodia, the People's Republic of China, the Russian Federation, Venezuela or Myanmar, You certify that You are not a "military end-user" as that term is defined in section 744.21 of the EAR. You acknowledge that the foregoing certifications are conditions to Your access to Items. This section shall survive the expiration or termination of this Agreement.

**10. U.S. GOVERNMENT USERS (the "Government").** The Licensed Materials are a "Commercial Product" as that term is defined at 48 C.F.R. §2.101. The Licensed Materials consists of "Computer Software", "Commercial Computer Software", "Commercial Computer Software Documentation", and "Technical Data" as those terms are used in 48 C.F.R. §12.211, §12.212, or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.211, §12.212, or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, Computer Software, Commercial Computer Software, Commercial Computer Software Documentation, and Technical Data are being licensed to the Government (a) only as a Commercial Product and (b) with only those commercial rights granted pursuant to the terms and conditions in this Agreement, including all obligations, restrictions, and conditions set forth herein. This Section 11 applies to any acquisitions of the Licensed Materials by or for the Government,

including by any prime contractor or subcontractor under any Government contract, grant, cooperative agreement, or other agreement or activity with the Government for Government use.

**11. GOVERNING LAW AND JURISDICTION.** This Agreement is governed and interpreted in accordance with the laws of the State of California without giving effect to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. Any claim arising out of or related to this Agreement must be brought exclusively in a federal or state court located in San Diego County, California and You consent to the jurisdiction and venue of such courts.

**12. ASSIGNMENT.** QTI may assign, delegate or transfer its rights or obligations under this Agreement by any means or operation of law. You may not, without QTI's prior written consent, assign, delegate or transfer any of your rights or obligations under this Agreement by any means or operation of law, and any attempt to do so is null and void.

**13. WAIVER.** No failure or delay by a party to enforce any Agreement term or obligation will operate as a waiver by that party, nor prevent the enforcement of such term or obligation later.

**14. SEVERABILITY.** If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**15. LANGUAGE.** This Agreement is solely effective in its English language version and any translations of this Agreement are provided solely for information and convenience. In the event this Agreement is translated into any language other than English, the English version shall in all respects control and apply in case of any differences or discrepancies.

**16. GENERAL.** You agree to cooperate with QTI and provide reasonably requested information to verify Your compliance with this Agreement. This Agreement is the entire and exclusive agreement between QTI and You with respect to the Licensed Materials and supersedes all prior agreements (whether written or oral) and other communications between QTI and You with respect to the Licensed Materials; *provided, however*, in the event of a conflict between (i) the terms of this Agreement and (ii) a separate written agreement signed by the parties and/or the *PKLA Product Kit License Agreement* (to the extent You have clicked on the "Accept Box") in regard to the Licensed Materials, the terms of such written agreement or the *PKLA Product Kit License Agreement*, as the case may be, will apply over any conflicting provision(s) in this Agreement. Except to the extent that QTI is expressly precluded by applicable law, QTI further reserves the right to provide a modified version of this Agreement by giving You reasonable notice of the modified version electronically (which may include the posting of such a modified version to the site where the Licensed Materials are hosted (the "Site") or including a modified version with the Licensed Materials). If You continue to use the Licensed Materials more than sixty (60) calendar days after notice of the modified version has been given, then You shall be deemed to have accepted and be bound by the modified version. It is Your responsibility to check the Site regularly for changes to the Agreement. Except with regard to the foregoing, any amendment to this Agreement must be in writing and signed by authorized representatives of both parties. In terms of the enforceability of this Agreement, the Agreement shall be deemed to be "in writing" and "accepted" by both parties. You will not contest the validity or enforceability of this Agreement solely because it was concluded electronically. For the avoidance of doubt, QTI and You acknowledge and agree that it is not a requirement to the effectiveness and enforceability of this Agreement that either party sign this Agreement.