





















































































COPYRIGHT (C) 2017-2018 QUALCOMM TECHNOLOGIES, INC. ALL RIGHTS RESERVED. ACCESS AND RGHTS TO USE IS SUBJECT TO THE ATTACHED EXHIBIT1 **EXHIBIT1** PLEASE READ THIS LICENSE AGREEMENT ("AGREEMENT") CAREFULLY. THIS AGREEMENT IS A BINDING LEGAL AGREEMENT ON BEHALF OF AN ENTITY, THEN THE ENTITY THAT YOU REPRESENT) AND QUALCOMM TECHNOLOGIES, INC. ("QTI" "WE" "OUR" OR "US"). THIS IS THE AGREEMENT THAT APPLIES TO YOUR USE OF THE DESIGNATED AND/OR ATTACHED DOCUMENTATION AND ANY UPDATES OR IMPROVEMENTS THEREOF (COLLECTIVELY, "MATERIALS"). BY USING, ACCESSING, DOWNLOADING OR COMPLETING THE INSTALLATION OF THE MATERIALS, YOU ARE ACCEPTING THIS AGREEMENT AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS, QTI IS UNWILLING TO AND DOES NOT LICENSE THE MATERIALS TO YOU. IF YOU DO NOT AGREE TO THESE TERMS YOU MUST DISCONTINUE AND YOU MAY NOT USE THE MATERIALS OR RETAIN ANY COPIES OF THE MATERIALS. ANY USE OR POSSESSION OF THE MATERIALS BY YOU IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. License. Subject to the terms and conditions of this Agreement, including, without limitation, the restrictions, conditions set forth in this Agreement, Qualcomm Technologies, Inc. ("QTI") hereby grants to you a nonexclusive, limited license under QTI's copyrights to use the attached Materials; and to reproduce and redistribute a reasonable number of copies of the Materials. You may not use Qualcomm Technologies or its affiliates or subsidiaries name, logo or trademarks; and copyright, trademark, patent and any other notices that appear on the Materials may not be removed or obscured. QTI shall be free to use suggestions, feedback or other information received from You, without obligation of any kind to You. QTI may immediately terminate this Agreement upon your breach. Upon termination of this Agreement, Sections 1.2-4 shall survive. Indemnification. You agree to indemnify and hold harmless QTI and its officers, directors, employees and successors and assigns against any and all third party claims, demands, causes of action, losses, liabilities, damages, costs and expenses, incurred by QTI (including but not limited to costs of defense, investigation and reasonable attorney's fees) arising out of, resulting from or related to: (i) any breach of this Agreement by You; and (ii) your acts, omissions, products and services. If requested by QTI, You agree to defend QTI in connection with any third party claims, demands, or causes of action resulting from, arising out of or in connection with any of the foregoing. Ownership. QTI (or its licensors) shall retain title and all ownership rights in and to the Materials and all copies thereof, and nothing herein shall be deemed to grant any right to You under any of QTI's or its affiliates' patents. You shall not subject the Materials to any third party license terms (e.g., open source license terms). You shall not use the Materials for the purpose of identifying or providing evidence to support any potential patent infringement claim against QTI, its affiliates' suppliers and/or direct or indirect customers. QTI hereby reserves all rights not expressly granted herein. WARRANTY DISCLAIMER. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE MATERIALS IS AT YOUR SOLE RISK. THE MATERIALS AND TECHNICAL SUPPORT, IF ANY, ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. QTI ITS LICENSORS AND AFFILIATES MAKE NO WARRANTIES. EXPRESS OR IMPLIED. WITH RESPECT TO THE MATERIALS 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 OR AGAINST INFRINGEMENT, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS (I) A WARRANTY OR REPRESENTATION BY QTI, ITS LICENSORS OR AFFILIATES AS TO THE VALIDITY OR SCOPE OF ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT OR (II) A WARRANTY OR REPRESENTATION BY QTI THAT ANY MANUFACTURE OR USE WILL BE FREE FROM INFRINGEMENT OF PATENTS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF OTHERS, AND IT SHALL BE THE SOLE RESPONSIBILITY OF YOU TO MAKE SUCH DETERMINATION AS IS NECESSARY WITH RESPECT TO THE ACQUISITION OF LICENSES UNDER PATENTS AND OTHER INTELLECTUAL PROPERTY OF THIRD PARTIES. LIMITATION OF LIABILITY. IN NO EVENT SHALL QTI, QTI'S AFFILIATES OR ITS LICENSORS 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. ANY OF THE 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. THE ENTIRE LIABILITY OF QTI, QTI'S AFFILIATES AND ITS LICENSORS, 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 US\$10. Any litigation or other dispute resolution between You and Us arising out of or relating to this Agreement, or Your relationship with Us will take place in the Southern District of California, and You and QTI hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, except that body of California law concerning conflicts of law. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. CONTRACTING PARTIES. If the Materials are downloaded on any computer owned by a corporation or other legal entity, then this Agreement is formed by and between QTI and such entity. The individual accepting the terms of this Agreement represents and warrants to QTI that they have the authority to bind such entity to the terms and conditions of this Agreement. MISCELLANEOUS PROVISIONS. This Agreement, together with all exhibits attached hereto, which are incorporated herein by this reference, constitutes the entire agreement between QTI and You and supersedes all prior negotiations, representations and agreements between the parties with respect to the subject matter hereof. No addition or modification of this Agreement shall be effective unless made in writing and signed by the respective representatives of QTI and You. The restrictions, limitations, exclusions and conditions set forth in this Agreement shall apply even if QTI or any of its affiliates becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. You hereby acknowledge and agree that the restrictions, limitations, conditions and exclusions imposed in this Agreement on the rights granted in this Agreement are not a derogation of the benefits of such rights. You further acknowledges that, in the absence of such restrictions, limitations, conditions and exclusions, QTI would not have entered into this Agreement with You. Each party shall be responsible for and shall bear its own expenses in connection with this Agreement. If any of the provisions of this Agreement are determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall remain in full force and effect. This Agreement is entered into solely in the English language, and if for any reason any other language version is prepared by any party, it shall be solely for convenience and the English version shall govern and control all aspects. If You are located in the province of Quebec, Canada, the following applies: The Parties hereby confirm they have requested this Agreement and all related documents be prepared in English. 6