Statement of Work for Wearable Device – MCU Activities 05.17.2021
NO SERVICES MAY BE PERFORMED UNTIL FACEBOOK TECHNOLOGIES AND VENDOR SIGN THIS STATEMENT OF WORK
AND FACEBOOK TECHNOLOGIES ISSUES A VALID PURCHASE ORDER

The purpose of this SOW is to describe the Services and Deliverables that Vendor will provide to Facebook Technologies under the terms of the Professional Services Agreement entered into between e-Infochips, Inc. ("**Vendor**") and Facebook Technologies, LLC (formerly known as Oculus VR, LLC), a Delaware limited liability company ("**Facebook Technologies**") on November 21, 2019 (the "**Agreement**"). Capitalized terms used and not defined in this SOW have the meanings given such terms in the Agreement. This SOW is effective as of May 17, 2021 ("**SOW Effective Date**"). Unless otherwise terminated earlier in accordance with the terms of the Agreement, the Services and Deliverables will end on the completion of the Services and Deliverables by Vendor, which in no event shall be later than February 15, 2022 unless mutually agreed to by the parties in writing or in email, and acceptance of the Services and Deliverables by Facebook Technologies.

Vendor	Facebook Technologies
Project Manager: Bhavin Patel	Project Manager: Raghu Mallampati
Email: bhavin.patel@einfochips.com	Email: rmallampati@fb.com

1. **Services**. Vendor shall provide the following Services to Facebook Technologies:

1.1 Description: Facebook Technologies is working on a wearable device, one of functionality is to collects data from different onboard sensors and push it out to server/cloud platform. The wearable device is based on NXP RT685 ("**MCU**") and Qualcomm ("**QCOM**") 429 platform. MCU collects data from different on-board sensor and push it to QCOM 429 platform, which further transmit the data.
The sensors include: - 3D accelerometer: LSM6DSO32, oxi meter, HAPTIC, Compass BMM150, temperature and pressure sensors: LPS27HHWTR, etc. The communication between MCU and QCOM 429 platform is pub/sub based C++ API which is internally referred as Blue Box. MCU supports Zephyr OS.

Vendor shall harden the MCU layer, test harness the communication, different configurations, and MVP scenarios. The Services shall include, but are not limited to, the following:
   1.1.1. MCU Test Harness
   - APIs testing
   - MVP scenarios
   - Different configurations
   - Audio test, Display test etc
   1.1.2. MCU firmware development
   1.1.3. MCU health system enhancement
   1.1.4. MCU Logging
   1.1.5. MCU firmware bug-fixes
   1.1.6. Key performance indicators (each a "**KPI**") shall be monitored and include battery consumption, thermal, memory, etc.

1.2 Services Location. Vendor will operate from own office locations offshore in India for entire project duration. Only on need basis and mutual agreement between Vendor and Facebook Technologies, the Facebook Technologies' facilities will be available for Vendor to perform the Services, subject to Vendor's compliance with the terms of the Agreement and all applicable Facebook Technologies policies.

2. **Deliverables**. Vendor will deliver the following Deliverables, which will meet the requirements set forth below:

2.1 Description of Deliverables**:** The results of the Services, including code, software, analyses, prototypes, and products, developed under this SOW by Vendor. The Deliverables shall include but are not limited to the following:

Services / Deliverables*	Period	Acceptance Criteria
Work with Facebook Technologies on the various project activities planned for MCU firmware and provide deliverables as per planned schedule. This includes activities such as: - MCU test harness - APIs testing, MVP scenarios, different configurations tests, audio test, display test - MCU firmware development - MCU health system enhancement - MCU logging - MCU firmware bug-fixes	As per project schedule, sprint planning, PI planning.	Source Code check in, builds, images, documents

* Services / Deliverables mentioned as a placeholder only and can change. Service/deliverables will be firmed up based on program increments (PI) planning or Monthly planning.

2.2 Description of Documentation for Deliverables: Any reports, summaries, manuals, guides or other documentation provided to Facebook Technologies by Vendor.

Description	Format
Design	Microsoft Word Document, Confluence, JIRA or Program recommended tool
Acceptance test plan, test cases	Microsoft Excel Document, Confluence, JIRA or Program recommended tool
Test reports	Microsoft Excel Document, Confluence, JIRA or Program recommended tool
Release notes	Microsoft Word Document, Confluence, JIRA or Program recommended tool

IMPORTANT NOTE: Vendor will not incorporate into or provide in conjunction with any Deliverable, or create any Deliverable with a dependency upon any Background Technology or Third Party Materials without strictly complying with all of the conditions described in Section 9.1(e) of the Agreement.

2.3 Background Technology (if any): Are any Background Technologies incorporated into or provided in conjunction with any Deliverable or is any Deliverable dependent on any Background Technology? Yes ☐ No ☒

2.4 Third Party Materials (if any): Are any Third Party Materials incorporated into or provided in conjunction with any Deliverable or is any Deliverable dependent on any Third Party Materials? Yes ☐ No ☒

IMPORTANT NOTE: For any and all Open Source Software ("**OSS**") specified in Section 2.4, provide a link to the applicable license.

3. Performance.

3.1 Reports. If requested, Vendor will provide written reports to Facebook Technologies documenting Vendor's performance of the Services. Vendor will make commercially reasonable efforts to provide project reports at the frequency and in the format requested by Facebook Technologies. In addition, the parties will meet on a regular basis as follows:

Scope	Meeting	Frequency	Description
Facebook Technologies and Vendor	High level sync meeting	Monthly	In the meeting, parties will synchronize important events and issues that need high-level managers to handle.
	Project sync meeting	Weekly	In the meeting, parties will discuss the project progress status and important issues, such as schedule adjustment and block items.

Vendor Internal	Weekly meeting	Weekly	Vendor will sync up the status of project progress and discuss important issues, such as technical questions, schedule adjustment, and block items.

3.2   Facebook Technologies Resources. Subject to the Agreement, Facebook Technologies may make resources available to Vendor, provided however, that any and all property and assets, whether tangible or intangible, provided by Facebook Technologies to Vendor shall remain Facebook Technologies property. The resources shall include but are not limited to the following:

No.	Description	Category	Target Date
1	Access to MCU firmware source repositories	Source Code	Project Start (T0)
2	Existing MCU firmware design documents	Document	T0
3	HW tools needed for development and testing	HW	T0
4	SW tools needed for development and testing	SW	T0

4.   Timeline. The Services will be performed, and Deliverables created in accordance with the timeline specified below:

(T0)	Milestone
• MCU test harness - APIs testing, MVP scenarios, different configurations tests, audio test, display test • MCU firmware development • MCU health system enhancement • MCU logging • MCU firmware bug-fixes	M1
• MCU test harness - APIs testing, MVP scenarios, different configurations tests, audio test, display test • MCU firmware development • MCU health system enhancement • MCU logging • MCU firmware bug-fixes	M2
• MCU test harness - APIs testing, MVP scenarios, different configurations tests, audio test, display test • MCU firmware development • MCU health system enhancement • MCU logging • MCU firmware bug-fixes	M3
• MCU test harness - APIs testing, MVP scenarios, different configurations tests, audio test, display test • MCU firmware development • MCU health system enhancement • MCU logging • MCU firmware bug-fixes	M4
• MCU test harness - APIs testing, MVP scenarios, different configurations tests, audio test, display test • MCU firmware development • MCU health system enhancement • MCU logging • MCU firmware bug-fixes	M5
• MCU test harness - APIs testing, MVP scenarios, different configurations tests, audio test, display test • MCU firmware development • MCU health system enhancement • MCU logging • MCU firmware bug-fixes	M6
• MCU test harness - APIs testing, MVP scenarios, different configurations tests, audio test, display test • MCU firmware development	M7

• MCU health system enhancement • MCU logging • MCU firmware bug-fixes	
• MCU test harness - APIs testing, MVP scenarios, different configurations tests, audio test, display test • MCU firmware development • MCU health system enhancement • MCU logging • MCU firmware bug-fixes	M8
• MCU test harness - APIs testing, MVP scenarios, different configurations tests, audio test, display test • MCU firmware development • MCU health system enhancement • MCU logging • MCU firmware bug-fixes	M9

5. **Acceptance.** The Services and Deliverables will conform to the following requirements:

Items	Expected result and reference standard
Acceptance Criteria	To be finalized during sprint planning, PI planning, activity planning

6. **Fees**.

6.1 <u>Delivery and Invoice Schedule</u>. Delivery and invoice for Services and Deliverables shall be as follows:

☒ **Deliverable basis as follows:** Vendor shall perform the Services for the fixed amount specified below.

6.2 <u>Expenses</u>. Subject to the Agreement, the following expenses may be eligible for reimbursement under this SOW: None.

Maximum Authorized Expenses	Up to and not to exceed: **$0.00**

6.3 <u>Up To and Not to Exceed Figure</u>. All fees, costs and expenses for all Services and Deliverables under this SOW shall be up to and not to exceed the "Maximum Amount" below, which is the combined total of the Maximum Authorized Fees and the Maximum Authorized Expenses. Facebook Technologies' maximum liability for all Services under this SOW shall not exceed the amount of the Purchase Order(s) issued referencing this SOW.

Maximum Amount	Up to and not to exceed:

7. **Special Instructions**:

7.1 In addition to the parties' confidentiality obligations in Section 5 of the Agreement, the following provisions will apply to Confidential Information disclosed by or on behalf of Facebook Technologies under this SOW (including the QCOM materials set forth herein):

(i) **Access Only to Authorized Employees.** Vendor will restrict access to Confidential Information to Authorized Employees and will not move from the evaluation site or permit access to, provide, divulge, disclose, or permit use of such Confidential Information by any third party or anyone other than as expressly permitted. "**Authorized Employee**" means an employee or individual contractor of Vendor or its Affiliate who has a need to access the Confidential Information for purposes of the activities contemplated by this SOW. Vendor will remain liable for Authorized Employees who breach the terms of this section or the other confidentiality obligations under the Agreement.

(ii) **Evaluation Site(s)**: All locations where work under this Project SOW will be performed.

- eInfochips Private Ltd, Ahmedabad, Gujarat, India
- eInfochips Private Ltd, Pune, Maharashtra, India

(iii) **Confidentiality Obligations.** Vendor will advise each Authorized Employee of his or her obligations under this section. All Authorized Employees must be bound by confidentiality restrictions that are at least as restrictive as those set forth in this section.

(iv) **Encrypted Storage Systems and Security Mechanisms.** Vendor will limit storage of Confidential Information to encrypted storage systems located at an Evaluation Site or on encrypted storage on the computer of an Authorized Employee. Vendor will implement security mechanisms and procedures with respect to Facebook Technologies' Confidential Information that are at least as protective as the same such security protocols Vendor follows for its own most highly confidential materials, including by ensuring that each Evaluation Site is a secure facility with controlled visitor access and secure badge entry for all employees, each encrypted storage system (including Authorized Employee computers) is password protected and accessible only via secure channels (e.g. SSH) and not via plaintext (e.g. telnet), and that only Authorized Employees have access to the encrypted storage systems (including Authorized Employee computers).

7.2 Vendor Assumption
1. Facebook Technologies will provide required access to firmware repository for development.
2. Facebook Technologies provided software tools will be used for development
3. Epics will be developed as part of Facebook Technologies planned Sprint of 2/3 weeks.
4. This SOW includes activities with resources estimated as a capacity to work on the program activities.
5. Actual scope with efforts, deliverable may evolve regularly as part of PI/Sprint planning and scope will be assigned.
6. EIC resources must deliver the scope agreed with Facebook Technologies for the Sprints.
7. If more resources are needed, then Change Request Note ("**CRN**") will be raised for the same. This SOW is not a fixed price.
8. Any HW / SW tools needed for development and testing will be provided by Facebook Technologies.
9. Any standard documents needed for design and development will be provided by Facebook Technologies.

Accepted and agreed to by: e-Infochips, Inc.	Accepted and agreed to by: Facebook Technologies, LLC
Signature: *Lisa Winlof* Lisa Winlof (May 19, 2021 10:32 MDT)	
Name: Lisa Winlof	Signature: *Nischal Abrol* Nischal Abrol (May 19, 2021 18:33 PDT)
Title: Legal Specialist	Name: Nischal Abrol
	Title: Authorized Representative