

QTI Equipment Limited Use Agreement

This QTI Equipment Limited Use Agreement (the "Agreement") is effective as of 6/30/2025 (the "Effective Date") by and between Qualcomm Technologies, Inc., a Delaware corporation located at 5775 Morehouse Drive, San Diego, California, 92121 ("QTI") and

**SACHIN
SHETTY**

, an individual who resides at

**Simeone-reitstr 20, c/o deepank
Rondoy, 53121, Bonn, Germany**

("Recipient"), with respect to the following facts:

1. DELIVERABLES. Subject to Recipient's compliance with the terms and conditions of this Agreement, QTI is making available to Recipient the equipment described on Exhibit A attached hereto (the "Equipment"), along with corresponding software and documentation, if applicable, during the period(s) of time set forth in Exhibit A (the "Use Period(s)"). QTI may update Exhibit A upon written notice to Recipient, which notice shall expressly reference this Agreement and may be provided in electronic format via email. The term "Deliverables" as used below means, collectively and severally, all Equipment, software, and documentation, in whole or in part, provided to Recipient hereunder. Recipient is solely responsible for customs clearance at the place of destination for the Deliverables, and Recipient shall bear all duties, taxes and other official charges payable upon importation of the Deliverables as well as any and all costs and risks of carrying out customs formalities.

2. RIGHT TO USE; RESTRICTIONS. QTI hereby grants to Recipient a non-exclusive, non-transferable, royalty-free, limited copyright license to use the software solely with the Equipment and to use the Deliverables, solely at Recipient's personal facilities, for testing and evaluation purposes only (the "Limited Purpose"). Recipient shall have no right to (i) copy, transfer, alter, modify, translate, disassemble, decompile, reverse engineer, or adapt the Deliverables, or create any derivative works based thereon, (ii) remove or alter any of the copyright notices contained in the Deliverables, or (iii) assign, sublicense, sell, disclose, or otherwise transfer the Deliverables to any third party. Recipient shall not use the Deliverables for the purpose of identifying or providing evidence to support any potential patent infringement claim against QTI, its affiliates, or any of QTI's or QTI's affiliates' suppliers or direct or indirect customers. Recipient shall not use, modify, compile or distribute any proprietary portion of the Deliverables in any manner that would cause the Deliverables to become subject to any Open Source License Terms. The rights granted by QTI herein are expressly conditioned upon Recipient's full compliance with the foregoing sentence. "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). Recipient shall be solely responsible for knowing and complying with all applicable laws and governmental regulations with respect to the Deliverables.

3. RETENTION OF INTELLECTUAL PROPERTY RIGHTS. The entire right, title, and interest in the Deliverables shall remain with QTI and its licensors and, unless specified in writing hereunder, no rights are granted with respect to the Deliverables. Nothing in this Agreement shall be construed as the sale or offer for sale of the Deliverables to Recipient. QTI may from time to time receive suggestions, feedback, recommended improvements or other information from Recipient concerning the Deliverables (the "Feedback"). Any Feedback made by Recipient is and shall be entirely voluntary on Recipient's part. Notwithstanding any other term in this Agreement, QTI and its affiliates shall be free to use Recipient's Feedback in the further development of the Deliverables, without obligation of any kind to Recipient. Recipient agrees that all inventions, product improvements, and modifications to the Deliverables conceived of or made by QTI or its affiliates that are based, either in whole or in part, on Recipient's Feedback are the exclusive property of QTI and its affiliates, and all right, title and interest in and to any such inventions, product improvements, and modifications will vest solely in QTI and its affiliates. Neither this Agreement, nor any act by QTI or its affiliates pursuant to this Agreement or relating to the Deliverables (including, without limitation, the provision by QTI of the Deliverables) shall provide to Recipient any license or any other rights whatsoever under any patents, trademarks, trade secrets, copyrights or any other intellectual property of QTI or its affiliates, except for the copyright rights expressly set forth in Section 2 (RIGHT TO USE; RESTRICTIONS) of this Agreement. Recipient understands and agrees that: (i) neither this Agreement, nor delivery of the Deliverables, grants any right to practice, or any other right at all with respect to, any patent of QTI or its affiliates; and (ii) a separate license agreement from QUALCOMM Incorporated ("Qualcomm") is needed to use or practice any patent of Qualcomm. Recipient, on behalf of itself and its affiliates, agrees not to contend in any context that, as a result of the provision or use of the Deliverables, either QTI or any QTI affiliate has any obligation to extend, or Recipient or any other party has obtained any right to, any license, whether express or implied, with respect to any patent of QTI or its affiliates for any purpose.

4. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. THE DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS, AND QTI MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERABLES OR ANY OUTPUT OR RESULTS BASED ON THE USE OF THE DELIVERABLES. QTI SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. IN NO EVENT SHALL QTI OR ANY OF ITS AFFILIATES BE LIABLE TO RECIPIENT 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, INABILITY TO USE, DELIVERY OF, OR FAILURE TO DELIVER THE DELIVERABLES, EVEN IF QTI OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. CONFIDENTIALITY. Recipient acknowledges and agrees that the Deliverables contain confidential and proprietary information of QTI, its affiliates or licensors, and that Recipient shall maintain the Deliverables under strict confidence and shall not disclose or transfer the Deliverables to any third party without the prior written consent of QTI. Recipient shall limit the use and disclosure of the Deliverables within its organization to the extent necessary to perform the Limited Purpose. Recipient shall comply with the obligations of confidentiality set forth in this Agreement, as well as any non-disclosure agreement currently in effect between Recipient and QTI or any of its affiliates (each an "NDA"). The terms of any such NDA are incorporated herein by this reference, notwithstanding any termination or expiration of the NDA. The terms of this Agreement are in addition to the terms of the NDA and in the event of any inconsistency between the terms of such agreements, those terms that are most protective of the Deliverables shall prevail.

6. **TERM AND TERMINATION.** Upon execution by both parties, this Agreement shall become effective as of the Effective Date and shall remain in effect until terminated in accordance with this Section 6 and shall apply to all Deliverables provided under this Agreement. This Agreement may be terminated by either party upon written notice. Upon termination of this Agreement, all Use Periods in effect at the time of termination shall automatically terminate. QTI reserves the right to terminate any Use Period upon written notice to Recipient, which notice may be provided electronically. Upon termination of the Agreement or any Use Period, or expiration of any Use Period, all corresponding rights granted to Recipient shall so terminate or expire. Upon such termination or expiration, Recipient shall obtain a return materials authorization (RMA) from QTI and comply with such RMA instructions to return the Deliverables, at Recipient's cost, in the same condition in which they were delivered, less reasonable wear and tear. Recipient acknowledges and agrees that the Equipment may be subject to European Union regulations and in no event shall Recipient dispose of, sell, or place the Deliverables on the market in any manner.

7. **GOVERNMENT COMPLIANCE; COMPLIANCE WITH ANTI-CORRUPTION LAWS.** Recipient acknowledges that the hardware, software, source code, and technology (collectively, "Materials") obtained from QTI are subject to US government export control and economic sanctions laws, orders, and regulations, including without limitation the *Export Administration Regulations ("EAR")* 15 CFR Parts 730-744, and the *Foreign Asset 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, Recipient assures that it and its 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 Control Laws. Recipient warrants that neither it, nor its affiliates or agents, will directly or indirectly export, re-export, transfer, or release (collectively, "Export") any Materials (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. Recipient further agrees not to directly or indirectly employ any Materials in, or Export any Materials 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. Recipient warrants that neither it, nor its 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; or (iii) otherwise the target of US sanctions (collectively, "Restricted Persons"). Recipient shall not Export any Materials to any Restricted Persons, without prior US government authorization, to the extent required by regulation. This section shall survive the expiration or termination of this Agreement. Recipient will not operate the RF transmitter associated with any Deliverables in the U.S. unless Recipient secures from the U.S. Federal Communications Commission ("FCC") the appropriate experimental authority or special temporary authorization pursuant to Part 5 of the FCC's rules.

If Recipient is a citizen of, or located in, Belarus, Cambodia, the People's Republic of China, the Russian Federation, Venezuela or Myanmar, Recipient certifies that it is not a "military end-user" as that term is defined in section 744.21 of the EAR. Recipient acknowledges that the foregoing certifications are conditions to Recipient's access to Materials.

Recipient represents and warrants to QTI that, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving QTI, Recipient, and everyone acting on its behalf, (A) will comply with and will not violate any applicable anti-corruption law or applicable international anti-corruption standards, and anti-tax evasion measures, including but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, Part 3 of the UK Criminal Finances Act, and the Brazil Clean Company Act in connection with the services it has agreed to perform under this Agreement and (B) shall have adequate procedures and policies as required by such measure. Recipient represents and warrants to QTI that Recipient has not, and covenants and agrees that it will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving QTI, (1) make, promise, or offer to make any payment or (2) transfer, promise to transfer, or offer to transfer anything of value, directly or indirectly, to any individual to secure an improper advantage in the present or future. It is the intent of the parties that no payments or transfer anything of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business.

8. **MISCELLANEOUS.** This Agreement is made and entered into in the State of California and shall be governed by and construed and enforced in accordance with the laws of the State of California, excluding the U.N. Convention on International Sale of Goods, without regard to conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach or validity hereof, shall be adjudicated only by a court of competent jurisdiction in the county of San Diego, State of California, and each party hereby consents to the personal jurisdiction of such courts for that purpose. In the event of any proceeding to enforce the provisions of this Agreement, the prevailing party (as determined by the court) shall be entitled to reasonable attorneys' fees as fixed by the court. Legal notices shall be sent to each party at its respective address, as set forth in the first paragraph of this Agreement. This Agreement, including the attached exhibit, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, representations and agreements between the parties with respect to the subject matter hereof. Except as set forth in this Agreement, no addition or modification of this Agreement shall be effective unless made in writing and signed by the respective authorized representatives of QTI and Recipient. Any delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of the right thereafter to enforce each and every provision thereof. If any of the provisions of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall remain in full force and effect. Recipient may not assign this Agreement or any right, nor delegate any obligation under this Agreement, without QTI's prior written consent. Any

attempted assignment in contravention of this Section 8 shall be void. This Agreement may be executed in identical counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute this Agreement when a duly authorized representative of each party has signed a counterpart. Recipient and QTI agree that the delivery of this Agreement by facsimile or in electronic format via email shall have the same force and effect as delivery of original signatures and that Recipient or QTI may use facsimile, electronic format signatures, and photocopies of signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures could be used. QTI's and Recipient's rights and obligations that by their sense and context are intended to survive any termination or expiration of this Agreement shall so survive, including but not limited to the rights granted to QTI and its affiliates to use the Feedback as set forth in Section 3 above.

The parties hereto have caused this Agreement to be effective as of the Effective Date set forth above.

Qualcomm Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

RECIPIENT

Sachin Shetty

Signature: _____

Printed Name: *SACHIN SHETTY*

EXHIBIT A
"Equipment" and "Use Period(s)"

The Equipment and corresponding Use Period(s) under the QTI Equipment Limited Use Agreement (the "Agreement") between

Qualcomm Technologies, Inc. ("QTI") and SACHIN SHETTY ("Recipient") are listed in the table below. The rights granted by QTI under the Agreement shall not apply to any Equipment unless and until a specific corresponding serial number is identified and expressly set forth in the table below, as updated by QTI upon notice to Recipient.

Equipment	Serial Number	Use Period	
		Start Date	Expiration Date
LENOVO THINKPAD T14S GEN 6		6/30/2025	7/09/2025