**QUALCOMM TECHNOLOGIES, INC.**
**LICENSE AGREEMENT**
**FOR**
**SNAPDRAGON™ PROCESSOR SOFTWARE DEVELOPMENT KIT**

**THIS LICENSE AGREEMENT FOR SNAPDRAGON PROCESSOR SOFTWARE DEVELOPMENT KIT (THIS "AGREEMENT" or THIS "Agreement") IS A LEGALLY BINDING AGREEMENT BETWEEN QUALCOMM TECHNOLOGIES, INC. ("QTI") AND THE LEGAL ENTITY YOU REPRESENT ("YOU" OR "You"). QTI IS WILLING TO LICENSE THE SOFTWARE AND DOCUMENTATION DESCRIBED BELOW (THE "SOFTWARE" OR THE "Software") TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT. BY CLICKING ON THE "I ACCEPT" BUTTON BELOW YOU ACKNOWLEDGE AND AGREE, THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, QTI IS UNWILLING TO AND DOES NOT AND WILL NOT LICENSE THE SOFTWARE OR PROVIDE THE DOCUMENTATION TO YOU. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MAY NOT COMMENCE ANY INSTALLATION PROCESS AND YOU SHALL NOT USE THE SOFTWARE OR RETAIN ANY COPIES OF THE SOFTWARE OR DOCUMENTATION, EVEN IF YOU HAVE IN ANY MANNER COME INTO POSSESSION THEREOF. ANY USE OR POSSESSION OF THE SOFTWARE AND/OR DOCUMENTATION BY YOU IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.**

**1. LICENSE GRANT.**

**1.1 License to Software other than Sample Code.** As more particularly described in the documentation that is provided by QTI in connection with the Software and/or otherwise made available on a QTI developer web site for the Software (the "Documentation"), the Software is intended for use as a development tool to enable the development and testing of applications (the "Permitted Use"). Subject to the terms and conditions of this Agreement, including the limitations, conditions, restrictions and obligations set forth below, QTI hereby grants to You a personal, non-exclusive, non-sublicensable, non-transferable, revocable, limited copyright license, during the term of this Agreement, to (i) download, install and use the Software (other than Sample Code) in machine-readable (i.e. object code) form solely for the Permitted Use, and (ii) distribute in object code the binaries that You develop in accordance with the Documentation and the Permitted Use. You may not use the Software and may not accept this Agreement if you are a person barred from receiving the Software or other materials under the laws of the United States or any other country including the country in which you are resident or from which you use the Software. In addition to any additional software that QTI provides pursuant to Section 1.5 (Additional Software), the Software licensed hereunder includes the following:

Snapdragon Processor Software Development Kit
• Sample Code; and

- Documentation

**1.2 Documentation.** Subject to the terms and conditions of this Agreement, including the limitations, conditions, restrictions and obligations set forth below, You may reproduce and use a reasonable number of copies of the Documentation on an internal basis only, and solely in support of Your Permitted Use of the Software. Distribution of the Documentation is prohibited without the express written permission of QTI.

**1.3 Third Party Licenses and Additional QTI Licenses.**

(a) The Software may contain third party programs. The license terms associated with those programs apply to your use of them, and in some instances such programs cannot be used or further distributed without a license from the respective owner of such programs. You shall be solely responsible to obtain, if necessary, a separate and independent license from such owner with respect to any such use. The delivery of the Software does not convey a license, nor imply any rights, to use third party programs. A separate and independent license for such use may be required and You shall be solely responsible to verify whether such license is needed in conjunction with your use of such third party programs.

(b) The Software may contain additional programs that are licensed by QTI and its Affiliates. The license terms associated with those programs are available when you first access the applicable program, apply to your use of them, and in some instances such programs cannot be used or further distributed without your agreement. The delivery of the Software does not convey a license, nor imply any rights, to use such additional programs.

**1.4 License to Sample Code.** QTI may, in its sole discretion, provide certain sample code that is part of the Software in human readable (source code) form ("Sample Code"). If (and only if) QTI provides such Sample Code in source code form to You, then subject to the terms and conditions of this Agreement, including the limitations, conditions, restrictions and obligations set forth below, QTI hereby grants to You a personal, non-sublicensable, non-transferable, non-exclusive, revocable, limited copyright license, during the term of this Agreement, to use and modify the Sample Code, compile into object code the Sample Code and Your modifications thereto, and reproduce and distribute such compiled object code as part of the software applications that You develop, each solely in accordance with the Documentation and the Permitted Use. You will inform any third parties that are to receive such software applications that contain any Sample Code or Your modifications thereto that the delivery of such software applications will not convey or otherwise provide any rights under patents of QTI or any of its affiliates.

**1.5 Additional Software.** QTI hereby reserves the right to provide or otherwise make available, at its discretion, additional software to You from time to time. Any additional software or documentation that QTI provides to You by express reference to this Agreement will be considered to be part of the Software or Documentation, as the case may be, hereunder, and subject to all terms and conditions of this Agreement. By accepting, possessing or using such additional software or

documentation, which shall include without limitation any related plug-ins as we may directly or indirectly distribute as well as related web applications used to generate image resources, You agree that the terms of this Agreement will apply thereto.

**1.6 Bug Reports.** You agree to report to QTI all bugs you experience or encounter with the Software and You agree that QTI shall have the right to use, without attribution or compensation to You, all feedback (of any nature) which QTI receives or otherwise obtains from You, in any form, to improve, enhance or modify the Software or otherwise.

**1.7 Pre-commercial Software Releases.** You acknowledge that the Software is a prerelease, beta or experimental version and is not at the level of performance and compatibility of a final product. The Software may not operate correctly and may be substantially modified prior to first commercial shipment, or may be withdrawn completely.

## 2. RESTRICTIONS.

**2.1 Retention of Rights.** As between You and QTI, QTI hereby retains all right, title, and interests in and to the Software, including without limitation all copyrights, patent rights, trademark rights and all other intellectual property rights therein or related thereto. Subject to QTI's ownership rights in and to the Software, You shall retain the copyright rights in and to any modifications to the source code portions of the Software that are made by You as permitted by this Agreement. This Agreement does not convey or otherwise provide to You title or any ownership rights or interests in or to any intellectual property rights of QTI or any of its affiliates, including but not limited to (1) those incorporated in the Software or any component of the Software, or (2) any QTI patents, patent applications, works of authorship, trade secrets, know-how, ideas, or any other subject matter protectable under intellectual property rights laws of any jurisdiction. As between You and QTI, QTI is the sole and exclusive owner of and retains all right, title and interest in and to all QTI software, including, without limitation, the items set forth in (1) and (2) above and all intellectual property rights in each of the foregoing. Neither the delivery of any Software nor any provision of this Agreement (including, without limitation, the rights and licenses granted by QTI to You in Section 1 (License Grant)) shall be deemed or construed to grant to You either expressly, by implication, by way of estoppel, or otherwise any right, license, or authority to infringe or immunity from infringement liability under (i) any of QTI's or its affiliates' patents, including, without limitation, any patents covering or relating to the Software, other software, or any wireless telecommunications technology (such as, CDMA, WCDMA, OFDMA, OFDM, etc.) or any broadcast technology (such as MediaFLO, DVB-H, ISDB-T, etc.), or (ii) any non-patent intellectual property rights of QTI or its affiliates covering or relating to (a) any product or invention other than the Software or (b) any combination of any Software or QTI software with any other product or invention. Any rights not expressly granted to You herein are hereby reserved by QTI. The foregoing limitations shall in no way be deemed a derogation of the express rights granted by QTI in Section 1 (License Grant) to You.

**2.2 Restricted Use.** Except as otherwise expressly provided in Section 1 (License Grant) above, You may copy the Software only for backup purposes. You shall reproduce and include all copyright and other proprietary notices that are on the original copy of the Software on any copies of the Software that are made. You shall not, and you shall not authorize or otherwise permit any third party to, incorporate, link, distribute or use any third party software or code in conjunction with (i) the Software (ii) any software, products, documentation, content or other materials developed using the Software, nor (iii) any derivative works that You make using the source code portions of the Software (if any), in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to the Software or other QTI software, including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third party any rights to or immunities under any QTI intellectual property rights or proprietary rights, including without limitation as such rights exist in or relate to the Software. Without limiting the generality of the foregoing, 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. The rights granted by QTI in Section 1 are expressly conditioned upon Your full compliance with the foregoing sentence. As used herein, "Open Source License" means any agreement that requires, as a condition of use, modification and/or distribution of any software or other software incorporated into, derived from or distributed with such software (each, a "work"), any of the following: (a) the making available of source code, object code or design information regarding a work; (b) the granting of any permission or other right for creating modifications to or derivative works regarding a work; or (c) the granting of any royalty-free license rights to any party under any patents or other intellectual property rights regarding a work. By means of example and without limitation, "Open Source License" includes the following licenses and/or distribution models: (i) the GNU General Public License, (ii) the GNU Lesser General Public License, (iii) the Mozilla Public License or (iv) any other open source, free software or community licenses (such as, without limitation, those listed on http://www.opensource.org/licenses/alphabetical).

**2.3 Additional Restrictions.** You will not: (i) reverse engineer, disassemble, decompile, or translate the Software, or otherwise attempt to derive the source code version of the Software, except if and only to the extent expressly permitted by applicable law; (ii) use the Software and/or Documentation to create or develop any developer tools (including without limitation plug-ins and middleware) or any software other than end-user targeted computer vision software applications; (iii) make more copies of the Software and/or Documentation than specified in this Agreement or allowed by applicable law, despite this limitation; (iv) transfer or assign this Agreement or any of the rights, duties or obligations hereunder; (v) except as expressly permitted hereby, rent, lease, loan or otherwise in any manner provide or distribute the Software and/or Documentation or any copy of thereof to any third party; or (vi) except as expressly permitted under Section 1 (License Grant), reproduce, distribute, publicly perform, publicly display or create derivative works of or based on the Software and/or Documentation. You may not include in your

applications (x) any content or materials of any kind (text, graphics, images, photographs, video, sounds, etc.) that comprise, constitute or depict profanity, nudity, pornographic images or explicit sexual themes, defamatory or libelous statements or material considered illegal or objectionable, or (y) any malware malicious or harmful code, program or other internal component (e.g., computer viruses, Trojan horses, "backdoors" etc. that could damage, destroy or adversely affect other software, firmware, hardware, data, systems, services or networks. You shall not use the Software and/or Documentation to create or develop any software or computer vision end user application that invades, violates or infringes the copyrights, patent rights, trade secrets, trademark or service mark rights, privacy, publicity, or any other rights of any person or entity, and shall not constitute a libel or defamation of any third party. In addition, You agree not to design or develop any software or computer vision end user application that you create or develop based on the use of the Software in a manner so as to, or with the objective to, damage any wireless device, computer, network, or any feature or function of a wireless device, computer or network based on the use of such application. You represent and warrant that you have obtained all necessary permission and licenses from all copyright holders, if any, in material or code appearing, used or recorded in any software or computer vision end user application that you create or develop with the Software and/or Documentation. The license to the Software and Documentation granted to You hereunder is solely for the Permitted Use expressly set forth in Section 1 (License Grant) and the Software and Documentation shall not be used for any other purpose or use.

**3. NO TECHNICAL SUPPORT.** QTI is under no obligation to provide any form of technical support for the Software and/or Documentation, and that if QTI, in its sole discretion, chooses to provide any form of support or information relating to the Software and/or Documentation, such support and information shall be deemed confidential and proprietary to QTI and protected in accordance with this Section 3.

**4. DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE SOFTWARE AND DOCUMENTATION IS AT YOUR SOLE RISK. THE SOFTWARE, DOCUMENTATION AND TECHNICAL SUPPORT, IF ANY, ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, QTI AND ITS LICENSOR(S) (FOR THE PURPOSES OF SECTIONS 4, 5, AND 6, QTI AND ITS LICENSOR(S) SHALL BE COLLECTIVELY REFERRED TO AS QTI) EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. QTI DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE OR DOCUMENTATION WILL BE CORRECTED. FURTHERMORE, QTI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR DOCUMENTATION IN TERMS OF ITS CORRECTNESS, ACCURACY,

RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY QTI OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY REPRESENTATION OR WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY EXPRESS WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

**5. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, SHALL QTI, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOWNLOAD, INSTALLATION OR USE OF, OR INABILITY TO USE, THE SOFTWARE AND/OR DOCUMENTATION, EVEN IF QTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED. QTI HAS NO OBLIGATION TO DEFEND, INDEMNIFY OR HOLD YOU HARMLESS UNDER THIS AGREEMENT. IN NO EVENT SHALL QTI'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES, LOSSES, CLAIMS AND CAUSES OF ACTIONS (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE OR OTHERWISE) EXCEED ONE THOUSAND U.S. DOLLARS (US$1,000) OR THE EQUIVALENT THEREOF IN ANY OTHER CURRENCY.

**6. INDEMNITY.** If an application is written by You using any component of the Software and such application is used, distributed, or otherwise deployed, then You agree to indemnify and hold QTI, its subsidiaries and affiliates and each of their respective officers, directors, employees and successors and assigns (each, a "QTI Indemnitee") harmless from and against any and all claims, demands, causes of action, losses, liabilities, damages, costs and expenses, incurred or otherwise suffered by each QTI Indemnitee (including but not limited to costs of defense, investigation and reasonable attorney's fees) arising out of, resulting from or related to (i) any use, reproduction or distribution of the Software (or portion thereof), as modified or integrated by You, which causes an infringement of any patent, copyright, trademark, trade secret, or other intellectual property, publicity or privacy right of any third parties arising in any jurisdiction anywhere in the world, except and solely to the extent such infringement is caused by the unmodified Software, or portions thereof, as supplied to You by QTI under this Agreement, (ii) the download, distribution, installation, storage, execution, use or transfer of such software, products, documentation, content, materials or derivative works by any person or entity except and solely to the extent such infringement is caused by the unmodified Software, or portions thereof, as supplied to You by QTI under this Agreement, (iii) any breach of laws or regulations by You and/or (iv) any breach of this Agreement by You. If and as requested by QTI, You agree to defend each QTI Indemnitee 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.

**7. 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 Software and all related information in Your possession or control; provided that you also inform QTI in writing at that time of such termination. This Agreement terminates immediately and automatically, with or without notice, if You fail to comply with any provision hereof. Additionally, QTI may at any time terminate this Agreement, either with or without cause, upon notice to You. Upon termination You must delete or destroy all copies of the Software and Documentation in Your possession, and the license and other rights granted to You in this Agreement shall terminate. Sections 2 through 14 shall survive the termination of this Agreement.

**8. EXPORT COMPLIANCE ASSURANCES.** You acknowledge that all hardware, software, source code and technology (collectively, "Products") obtained from QTI are subject to the US government export control and economic sanctions laws. You assure that You, Your subsidiaries and affiliates will not directly or indirectly export, re-export, transfer or release (collectively, "export") any Products or direct product thereof to any destination, person, entity or end use prohibited or restricted under US laws without prior US government authorization to the extent required by applicable regulation. The US government maintains embargoes and sanctions against certain countries, currently Cuba, Iran, North Korea, Sudan and Syria, but any amendments to the countries under a US embargo or sanction shall apply. You acknowledge that other countries may have trade laws pertaining to import, use, export or distribution of Products, and that compliance with the same is Your responsibility. You further acknowledge that you are not a person or entity that is listed on any United States Government list of prohibited or restricted parties. This section shall survive the expiration or termination of this Agreement.

**9. GOVERNMENT END USERS.** If You are acting on behalf of an agency or instrumentality of the U. S. government, the Software and Documentation, as applicable, are "commercial computer software" and "commercial computer software documentation" developed exclusively at private expense by QTI. Pursuant to FAR 12.212 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Software is governed by the terms of this Agreement.

**10. USE OF QTI NAME AND LOGO.** You shall not display or make any use of QTI's name or logos in connection with your application without the prior written approval of QTI.

**11. GENERAL.** 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 that would result in the application of the laws of a different state. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. Any claim, lawsuit or proceeding 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 hereby consent to the jurisdiction and venue of such courts. If any provision of this Agreement shall be invalid, the validity of the remaining provisions of this Agreement shall not be affected.

**12. ENTIRE AGREEMENT; AMENDMENT; LANGUAGE.** This Agreement is the entire and exclusive agreement between QTI and You with respect to the Software and Documentation and supersedes all prior agreements (whether written or oral) and other communications between QTI and You with respect to the Software and Documentation. Except to the extent that QTI is expressly precluded by applicable law, QTI further reserves the right to make changes to this Agreement, to reflect changes in business practices or to reflect changes in or required by law or otherwise, by providing You with reasonable notice of the changes, which notice may be sent in writing or electronically or which may be made by posting notice of the change at https://developer.qualcomm.com/snapdragon-sdk-license. You will be responsible for reviewing and becoming familiar with any and all such changes. If You continue to use the Software or Documentation after notice of any changes has been provided or posted, You shall be deemed to have accepted any and all such changes. Otherwise, this Agreement may be modified only by a written amendment executed by both You and QTI. 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 in all respects. 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. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

**BY CLICKING ON THE "ACCEPT" BUTTON BELOW USING OR DOWNLOADING THE SOFTWARE YOU REPRESENT, WARRANT AND CERTIFY THAT: YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE LEGAL ENTITY YOU REPRESENT; YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT; YOU HAVE THE AUTHORITY TO BIND THE LEGAL ENTITY YOU REPRESENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**