

Standard Terms and Conditions of Supply
of
QUALCOMM Technologies International, Ltd.
(a company registered in England and Wales under company number 3665875)

1. SCOPE

The sale of components of Qualcomm Technologies International, Ltd. ("**Seller**"), with registered office address at Churchill House, Cambridge Business Park, Cowley Road, Cambridge, CB4 0WZ, UK, along with the licensing of any Software (as defined below) delivered as part of such components or offered separately (collectively "**Products**" which includes Custom Products (as defined below) unless stipulated otherwise), and provision of Services (as defined below) by Seller to the person or legal entity purchasing the Products and Services from Seller or obtaining Software from Seller (whether free of charge or otherwise) ("**Buyer**") are subject to these Standard Terms and Conditions ("**Terms**"). These Terms shall also apply to all proposals or quotations made by and purchase orders accepted by Seller in connection with any Products. Buyer's written purchase order constitutes an offer by Buyer to purchase the Products in accordance with these Terms. A contract incorporating these Terms is formed between Seller and Buyer only upon the acceptance by Seller in writing (electronically or otherwise) of Buyer's written purchase order (received electronically or otherwise) ("**Contract**"). Any proposal or quotation issued by Seller does not constitute an offer to supply the Products. These Terms apply to the Contract to the exclusion of any other terms that Buyer seeks to impose or incorporate, or which are implied by law, statute, trade, custom, practice or course of dealing, including without limitation (and to the fullest extent permitted by law) the Sale of Goods Act 1979 and Supply of Goods and Services Act 1982 as amended). Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein.

2. PRICE

2.1 Unless expressly stated otherwise on the quotation, all Seller quotations are valid for thirty (30) calendar days. Unless expressly stated otherwise in the Contract, all quoted or published prices by Seller shall be in US Dollars. The price in the Contract will accord with the most recent Seller quote (if any) for the supply of Products or Services that remains valid, or, if there is no valid Seller quote, the price published in Seller's price book (available upon request). The price book is subject to change without notice to Buyer. The prices do not include any (a) applicable value added tax, goods and service tax, sales tax, use tax, consumption tax, excise and/or withholding taxes; (b) customs duties; fees; freight, insurance and delivery charges; or (c) any other taxes, fees, or charges. Seller will add to the prices all taxes, duties, fees and other charges imposed in connection with the sale and delivery of Products where Seller is required by law to pay or collect them and Buyer shall promptly reimburse Seller therefor.

All prices shall be based on the following delivery terms: FCA (applicable international airport in territory of Seller's relevant test and packaging supplier) INCOTERMS 2010. At any time prior to the delivery of the Products, Seller reserves the right to vary the price to take account of any increase in the cost of the Products which is beyond Seller's control, including but not limited to, increases in materials, labour and other manufacturing costs, delivery charges, increases in taxes and duties and foreign exchange fluctuations.

3. DELIVERY & RISK OF LOSS

3.1 Delivery of the Products will be made FCA (as defined in INCOTERMS 2010) Seller's designated facility ("**Delivery Point**") by a carrier selected by the Seller, and Buyer shall pay all shipping charges directly to carrier. If Buyer fails to take possession of all (or some) of the relevant Product(s) upon their delivery, such failure shall be a breach of Buyer's obligations under the Contract, and (without prejudice to any other right or remedy available to it) Seller shall have the option to do the following: (a) deem that delivery of the Products under the FCA INCOTERMS 2010 shall have been completed at Confidential Information of Seller

the time and date which Seller notified Buyer as being the time and date that the Products would be available for collection at the Delivery Point, and invoice Buyer for the price of the Products; and/or (b) store the Products until Buyer takes possession of the Products, and charge Buyer for all related costs and expenses (including insurance); or (c) sell the Products and charge Buyer for any shortfall between the price obtained in such sale and the Contract price, and for any related storage and/or delivery costs and expenses (including insurance).

3.2 Buyer's written purchase orders shall contain delivery dates that are based upon or consistent with the applicable lead-time for the relevant Products at the date of such purchase order, as publicised by Seller. Any delivery dates that do not allow for Seller's standard lead-time for the relevant Product may be extended by Seller to allow for such lead-time. Seller shall use its reasonable endeavours to deliver within any period quoted in the Contract, but any such period is an estimate only and the time of delivery is not of the essence. Seller shall not be liable for any damages, losses, or expenses incurred by Buyer if Seller fails to meet the estimated delivery dates. Seller may not have sufficient supply of one or more Products from its intended source(s) of supply to meet the full requirements of all of its customers. In such circumstances, Seller may, at its sole discretion, reduce deliveries of such Product(s) on any basis it believes equitable, allowing for such priorities to such classes of customers as it deems appropriate. Any shortage or delay in the delivery of any part of a Contract for any reason does not entitle Buyer to reject a delivery or cancel other deliveries, the Contract or any other Contracts. Any reduction or shortage need not be made up, but a pro rata adjustment shall be made to the invoice.

3.3 Seller may deliver the Products in more than one shipment and invoice each shipment separately. Seller may, at its option, increase the delivery quantity stated in Buyer's purchase order to meet standard pack requirements (if any). With regard to Custom Products (as defined in Section 6.1 below) Seller may deliver a quantity that is ten percent (10%) more or less than the ordered quantity of any order line item. Such delivered quantity will be accepted and paid for (against an amount being the actual delivered quantity times the unit price) in full satisfaction of each party's obligation under the Contract for the quantity ordered.

3.4 Buyer shall inspect the Products on arrival at the delivery destination and shall within seven (7) calendar days inform Seller in writing of: (a) any damage to the Products; (b) any discrepancy between the Products and Seller's specification (or the relevant user documentation or manuals), which is, or should be, apparent from inspection; or (c) any discrepancy between the quantity of Products received and the quantity specified on the paperwork accompanying the delivery. If Buyer notifies Seller of any damage or discrepancy in accordance with this Section 3.4, Buyer shall give Seller reasonable opportunity to inspect the Products concerned. Seller shall, at its option, repair or replace any defective Products, or refund the price of the defective Products in full. Any repaired or replacement Products shall be governed by these Terms.

3.5 The obligations of Seller and Buyer in relation to import and export licenses and other authorizations and customs formalities shall be as stipulated in the FCA INCOTERMS 2010 and set forth in Section 19 below. Buyer shall indemnify and hold harmless Seller from and against all losses, demands, claims, damages, costs, expenses (including without limitation consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred by Seller in consequence of any delay or failure by Buyer in meeting its obligations in this regard. Seller shall have no liability to Buyer for any delayed delivery or non-delivery of the Products where this is caused by a delay

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or failure by Buyer in meeting its obligations under the FCA INCOTERMS 2010.

3.6 Title in, and risk of loss or damage of, the Products (except for title in any Software, which shall always remain with Seller or its licensors) shall pass from Seller to Buyer upon Seller's delivery of the Products to the carrier at the Delivery Point.

4. PAYMENT TERMS

4.1 Subject to the following provisions of this Section, and unless otherwise agreed in writing, Seller will invoice Buyer on or after the date of shipment of the Product(s), and payment shall be due thirty (30) calendar days from the date of such invoice. Payment shall not be withheld or set off on account of any claim by Buyer against Seller or for any other reason whatsoever. Seller, in its sole discretion, reserves the right to require, at any time, pre-payment or security for payment from Buyer (including but not limited to by way of letter of credit).

4.2 Seller reserves the right to suspend or cancel deliveries of Products where payment under any contract (related or otherwise) between Buyer and Seller or any Seller affiliate, including, without limitation, any Contract, has not been made by Buyer on its due date and remains outstanding. Without limiting any other rights or remedies of Seller (including termination rights), if Buyer fails to pay any amount payable by it by the due date, Seller shall be entitled but not obliged to charge Buyer interest on the overdue amount, at a rate of eight percent (8%) above the base rate of the Bank of England from time to time (or the maximum rate allowed by law, if lower), from the due date up to the date of actual payment, both before and after judgment, and such interest shall accrue on a daily basis and be compounded quarterly. In addition, Buyer shall pay all reasonable out-of-pocket expenses incurred by Seller, including legal counsel fees, in connection with pursuing recovery of all outstanding amounts.

5. CANCELLATION; RESCHEDULING

Buyer shall have no right to cancel or reschedule any Contract (whether in whole or in part) at any time, without Seller's prior written consent, which may be withheld in Seller's sole discretion.

6. CUSTOM PRODUCTS; DESIGN CHANGES; PRODUCT DISCONTINUATION

6.1 Seller shall have exclusive rights to goods designed and manufactured for the unique needs of Buyer, to Buyer's specifications or requirements, such as an ASIC or ASSP ("Custom Product"). Seller shall retain title to and ownership and possession of any designs, masks, database tapes and source code related to such Custom Products. Individual segments or parts of Custom Product designs, including but not limited to standard cells, megacells, base arrays or software libraries, are the property of Seller and may be used by Seller in other designs and may not be used by Buyer except as a part of Custom Product designed and manufactured by Seller. Prices and/or schedules for Custom Products are subject to change by Seller if any specifications are revised or supplemented or there are unforeseen difficulties with the design.

6.2 Seller reserves the right to, at any time before delivery, make any changes (including, but not limited to, design) to the Products, provided that such changes do not have a materially adverse effect on the performance or mechanical interchangeability of such Products. Seller accepts no liability whatsoever, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, howsoever arising, for any damages, or (to the extent permitted by law) injury, or otherwise arising directly or indirectly from any changes (including, but not limited to, design) to the Products permitted by this Section 6.

6.3 Seller reserves the right to discontinue manufacturing and sale of Products at any time. If however at any time during the term of a Contract under which Seller sells and Buyer purchases Products on a regular basis, such regularly sold and purchased Products are to be permanently discontinued ("Discontinued Product"), Seller shall use its reasonable commercial efforts to give Buyer prior written notice of such discontinuance and shall use reasonable commercial efforts to accept last-time-buy orders for such Discontinued Product all in accordance with Seller's product discontinuation process and general information related thereto as published on Seller's website.

7. LIMITATIONS AS TO USE

In some cases, Seller may promote certain Products for use in the development of, or for incorporation into, products or services (a) used in applications or environments requiring fail-safe performance, or (b) in which errors or inaccuracies in the content, functionality, services, data or information provided by any of the foregoing or the failure of any of the foregoing could lead to death, personal injury, or severe physical or environmental damage (such products and services hereinafter referred to as "Special Applications"). Seller's goal is to educate customers so that they can design their own end-product solutions to meet applicable functional safety standards and requirements of the Special Applications. Buyer makes the ultimate design decisions regarding their products and are solely responsible for compliance with all legal, regulatory, safety, and security related requirements concerning their products, regardless of any information or support that may be provided by Seller. As such, Buyer assumes all risk related to use of any Products in a Special Application and SELLER SHALL NOT BE LIABLE FOR ANYTHING ASSOCIATED WITH SUCH USE. Buyer shall include this limitation of liability in its contracts with its customers. Furthermore, Buyer assumes any and all risks associated with the use of the Products in Special Applications and shall indemnify, defend, and hold Seller and its affiliates harmless from any claims, liabilities, damages and associated costs and expenses (including attorneys' fees) that Seller and its affiliates may incur arising out of or related to the use of the Products in any such Special Applications.

In addition, only those Products that Seller has specifically designated as "Automotive Qualified" are designed and intended for use in automotive, military, or aerospace applications or environments. If Buyer or Buyer's customers use any Product that has not been designated as "Automotive Qualified" in an automotive, military, or aerospace application or environment, Buyer or Buyer's customers do so at their own risk, and SELLER SHALL NOT BE LIABLE FOR ANYTHING ASSOCIATED WITH SUCH USE. Buyer shall include this limitation of liability in its contracts with its customers.

8. SOFTWARE

8.1 All software that is delivered as part of a Product or offered separately ("Software") is licensed and not sold by Seller. The Software may contain certain software code and/or materials, including, without limitation, open source software components, that are written or owned by third parties ("Third Party Software"), in which case Seller may provide Buyer with any of the following: a separate document; a digital file; release notes; a Seller support website; or software code ("Notice File") that may contain notices pertaining to such Third Party Software. Except where expressly prohibited by a third party license contained in the Notice File, including, without limitation, any open source license included therein, the content of such Notice File is provided solely to satisfy Seller's attribution and notice requirement and Buyer's use of such Third Party Software together with the Software is subject to these Terms. Buyer further acknowledges and agrees that: (a) compliance with all copyright laws and third party license(s) included in the Notice File are the responsibility of Buyer and Buyer shall indemnify

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Seller for any breach of such terms; (b) Buyer must not remove or alter any such Notice File; (c) except as may be granted by separate express written agreement, the Notice File provides no license to (i) any patents, trademarks, copyrights, or other intellectual property of Seller or any Seller affiliate or (ii) any patents, trademarks, copyrights, or other intellectual property of any acquirer of Seller or any affiliate of such acquirer; (d) any Software provided to Buyer is NOT A CONTRIBUTION to any open source project; and (e) in the event of any conflict between these Terms and any third party license included in the Notice File, these Terms shall control except as otherwise expressly provided for in the Notice File.

8.2 Unless otherwise provided in a separate click-through or hand-signed software license agreement between Seller and Buyer, Seller grants to Buyer the right to use any Software provided under a Contract (whether as part of a Product or otherwise) solely for its intended use with a hardware Product supplied by Seller, provided always that Buyer agrees not to: (a) modify, adapt, alter, translate, or create derivative works from the Software; (b) merge the Software with any other software; (c) assign, sub-license, lease, rent, loan or otherwise transfer the Software to any third party in whole or in part, except in conjunction with the sale or transfer of an item that incorporates a Product containing the Software; (d) use the Software in connection with the operation of a bureau or for the benefit of any third party; (e) copy the Software except as expressly authorized in writing by Seller or as permitted by law notwithstanding any contractual prohibition; (f) use the Software to use, configure, control or interface with any integrated circuit other than the Product supplied by Seller for which the Software was provided; (g) reverse engineer, decompile, modify, or disassemble any of the Software or allow others to do so, without the prior written consent of Seller (except to the extent expressly permitted by law notwithstanding any contractual prohibition); (h) use the Software except as specifically contemplated in a Contract or (i) cause any Software delivered as part of a Product (or any part thereof) to become subject to any obligation or condition that would require that the Software (or any of Seller's software): (i) be disclosed, distributed or made available in source code form; (ii) be licensed with permission to create derivative works; or (iii) be redistributable at no charge. The license granted by Seller in this Section 8.2 shall immediately terminate in the event of termination for any reason in accordance with Section 11 below, including, without limitation, any breach by Buyer of any term in a Contract or these Terms. The entire right, title and interest in the Software shall remain in Seller and/ or its affiliates and Buyer shall not remove any copyright notices or other legends from the Software.

9. PRODUCT WARRANTIES; DISCLAIMERS

9.1 Seller warrants that Products are, for a period of twelve (12) months from the date of shipment, materially free of defects in materials and workmanship which prevent the Products from operating substantially in accordance with Seller's published specification for such Product. The foregoing warranty does not apply to any defects in the Products howsoever arising as a result of, or relating to: (a) any conditions of use, operation, testing, storage and/or maintenance of the Products by Buyer which are not in keeping with generally accepted industry practices or which have not been recommended or authorized by Seller; (b) any accident, willful damage, abuse, misuse or neglect or other improper action by Buyer or its agents, resellers and/or customers; (c) any improper installation, or repair or alteration by persons other than Seller; (d) static discharge or fair wear and tear; (e) failure by Buyer to promptly install a Software upgrade having been notified of that upgrade by Seller; and/or (f) any damage or discrepancy of which Buyer failed to notify Seller as required under Section 3.4. Notwithstanding the foregoing, Product consisting of die and wafers has received electrical probe/test and visual ion and is warranted for a period of ninety (90) days from date of shipment by Seller. This warranty will not apply to die or wafers improperly removed from their original shipping container, not stored per Seller's recommended Confidential Information of Seller

procedures, or subjected to testing or operational procedures not accepted by Seller in writing. Notwithstanding anything to the contrary, the warranty in this Section shall not apply to any Product identified as a pre-production version, sample or similar designation or otherwise as not having passed all stages of full production acceptance as solely determined by Seller, or to any Software, or to any Services, or to any Products (or portion thereof) supplied or licensed by a third party (for which any warranty or services, if any, will be provided by the original manufacturer and not by Seller). The warranty set out in this Section shall not be enlarged by, and (subject to Section 14 below) no obligation or liability will arise out of Seller's provision of any Services under the Contract.

9.2 If Seller confirms that the Product is defective and that such defect is not a result of the exclusions described in Section 9.1 above, Seller shall, at its sole option and cost (and as Buyer's sole and exclusive remedy for breach of Section 9.1), either: (a) refund or credit Buyer's account for the price paid by Buyer for the Products; or (b) repair or replace the Products (or their relevant parts). Buyer shall deliver the Products to Seller, at Buyer's expense, in accordance with Seller's RMA (Return Materials Authorization) procedure, in original condition. No other Product returns are permitted without Seller's written consent. Any repaired or replacement Product shall carry the warranty set forth in Section 9.1, however, such warranty shall start from the date of its original shipment.

9.3 TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT FOR THE EXPRESS WARRANTY AND EXCLUSIVE REMEDY PROVIDED IN SECTIONS 9.1 AND 9.2 ABOVE, AND SUBJECT TO SECTION 10, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND SELLER EXPRESSLY EXCLUDES AND DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND OTHER TERMS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER WITH RESPECT TO THE SERVICES, PRODUCTS AND THEIR PERFORMANCE WHETHER SUCH LIABILITIES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, BY REASON OF MISREPRESENTATION, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH ANY CONTRACT OR ANY PRODUCTS OR SERVICES PROVIDED UNDER ANY CONTRACT.

9.4 BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING WARRANTY AND DISCLAIMERS ALLOCATE THE RISKS AND ARE AN ESSENTIAL ELEMENT UNDER THE CONTRACTS AND SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE ABOVE WARRANTY AND DISCLAIMERS.

10. LIMITATION OF LIABILITY

10.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE CUMULATIVE LIABILITY OF SELLER IN RESPECT OF ANY LOSS OR DAMAGE, INCLUDING DEATH OF OR INJURY TO ANY PERSON, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, BY REASON OF MISREPRESENTATION (OTHER THAN FRAUDULENT MISREPRESENTATION), MISSTATEMENT (OTHER THAN FRAUDULENT MISREPRESENTATION), OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL CONTRACTS OR ANY PRODUCTS OR SERVICES PROVIDED UNDER ANY AND ALL CONTRACTS WITH BUYER AND ALL OF ITS AFFILIATES SHALL BE LIMITED TO AND NOT EXCEED THE LESSER OF (I) THE PURCHASE PRICE PAID FOR THE PRODUCT WHICH IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION AND (II) US \$500,000.00

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(FIVE HUNDRED THOUSAND US DOLLARS).

10.2 TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER SHALL NOT BE LIABLE, IN ANY WAY FOR: (A) ANY DAMAGES OR LOSSES ARISING FROM OR IN CONNECTION WITH LOSS OF DATA, REVENUES, PROFITS, CONTRACTS OR BUSINESS OR FAILURE TO REALISE ANTICIPATED SAVINGS; OR (B) ANY LOSS OF GOODWILL OR REPUTATION; OR (C) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH ANY CONTRACT OR ANY PRODUCTS OR SERVICES PROVIDED UNDER ANY CONTRACT, OR (D) DAMAGES OR LOSSES DUE TO DELAYS IN SHIPMENT OR DELIVERY OF PRODUCTS, OR IN THE PROVISION OF SERVICES, PURCHASED HEREUNDER; IN EACH CASE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MISREPRESENTATION (OTHER THAN FRAUDULENT MISREPRESENTATION), MISSTATEMENT (OTHER THAN FRAUDULENT MISREPRESENTATION), OR OTHERWISE.

10.3 BUYER MUST PROVIDE NOTICE TO SELLER OF ANY CLAIM THAT BUYER HAS UNDER ANY CONTRACT WITHIN NINETY (90) CALENDAR DAYS OF THE DATE THAT THE CLAIM ARISES, AND ANY LAWSUIT RELATIVE TO ANY CLAIM MUST BE FILED WITHIN ONE (1) YEAR OF THE DATE OF NOTICE TO SELLER OF THE CLAIM. BUYER AGREES THAT ANY CLAIMS NOTIFIED OR FILED OUTSIDE OF THE DEADLINES SET FORTH IN THE PRECEDING SENTENCE ARE DEEMED WAIVED.

10.4 THE LIMITATIONS SET FORTH IN SECTIONS 10.1, 10.2 AND 10.3 ABOVE ARE ESSENTIAL ELEMENTS OF EACH CONTRACT AND SHALL APPLY (A) NOTWITHSTANDING FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE OR LIMITED REMEDY, AND (B) WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATION ALLOCATES THE RISKS AND IS AN ESSENTIAL ELEMENT UNDER ALL CONTRACTS AND SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE ABOVE LIABILITY LIMITATIONS.

10.5 NOTHING IN THESE TERMS IS INTENDED TO EXCLUDE OR LIMIT LIABILITY (I) FOR FRAUD, FRAUDULENT MISREPRESENTATION, FRAUDULENT MISSTATEMENT OR (II) IN ANY CONTRACT WHICH IS NOT AN INTERNATIONAL SUPPLY CONTRACT FOR THE PURPOSES OF CLAUSE 26 OF THE UNFAIR CONTRACT TERMS ACT 1977, FOR DEATH OR PERSONAL INJURY OR (III) WHERE ANY SUCH EXCLUSION OR LIMITATION IS OTHERWISE VOID, PROHIBITED OR UNENFORCEABLE IN LAW. NOTHING IN THESE TERMS IS INTENDED TO EXCLUDE FROM ANY CONTRACT THAT IS NOT AN INTERNATIONAL SUPPLY CONTRACT THE TERMS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979.

11. TERMINATION

11.1 In the event, (a) Buyer: (i) commits any breach of the terms of a Contract including a breach of these Terms; (ii) becomes unable to pay its debts as they fall due or becomes insolvent; (iii) enters into any arrangement or composition with its creditors; (iv) ceases or threatens to cease carrying on its business; (v) becomes subject to any bankruptcy or insolvency process or proceedings in any jurisdiction; or (b) a receiver is appointed over any part of Buyer's business, Seller may (without prejudice to any of its other rights or remedies which have accrued (or which may accrue)) terminate the applicable Contract(s) immediately by notice in writing. If any Products for which Seller has not already received payment are in transit to the Delivery Point at the time of termination, Seller shall have Confidential Information of Seller

the right to stop the delivery and take back such Products.

11.2 The following Sections in these Terms shall survive any termination or expiration of the applicable Contract; Sections 3.5, 3.6, 4, 7-28.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 For purposes of this Section 12 and Section 13 below, the following additional definitions shall apply:

"Non-WWAN Device" means a device that (a) incorporates a Product, and (b) is not capable, under any circumstance (including, without limitation, by software or firmware modifications), of implementing wireless communications transmissions in accordance with any WWAN Standard.

"WWAN" means wireless wide area network.

"WWAN Standard" means any mandatory or optional portion of any wireless wide area air interface standard, including, without limitation, GSM, CDMA, TD-SCDMA, Universal Mobile Telecommunications Standard (UMTS), Wideband Code Division Multiple Access (WCDMA), HSPA, HSDPA, HSUPA, HSPA+, WiMax, IEEE 802.16 (including 802.16e and 802.16m), WiBro, IEEE 802.20, UMB (formerly known as 1xEVDO Rev. C), Long Term Evolution (LTE), LTE-Advanced, LTE-Advanced Pro and any updates and revisions to any of the foregoing.

12.2 Seller is not authorized to sell Products or license any Software for use with or on Products under the patents of QUALCOMM Incorporated ("QUALCOMM") or Snaptrack, Inc. Accordingly, neither the sale nor shipment of Products or license of Software by Seller or any provision of the Contract or these Terms shall be construed as to grant to Buyer either expressly, by implication or by way of estoppel, any license or other right under any of such patents either with respect to such Products or covering or relating to any other product or invention or any combination of Products with any other product. Buyer, on behalf of itself and its affiliates, agrees not to contend in any context that, as a result of the provision or use of any Product, either Seller or any of its affiliates has any obligation to extend, or Buyer or any other party has obtained any right to, any license, whether express or implied, with respect to any patent of QUALCOMM or Snaptrack, Inc. for any purpose.

12.3 To the extent that Buyer has a license under any third party's intellectual property rights applicable to a Product, if any, which license permits Buyer to have such Product made for Buyer without the payment by Buyer of any incremental royalty for exercising such "have made" right (a "Have Made Right"), Buyer acknowledges that it is exercising all such Have Made Rights as to all purchases of such Product from Seller under the Contract.

13. RESTRICTIONS ON AND REPRESENTATION REGARDING USE OF PRODUCTS

13.1 Buyer represents and warrants to Seller that the Products purchased by Buyer hereunder will be used solely in Non-WWAN Devices. Accordingly, Buyer shall not use or sell any Product, alone or in combination with other software or components for use in any device or product capable of implementing any WWAN Standard..

13.2 Buyer shall use the Products furnished by Seller solely in accordance with the terms of the Contract, and Buyer shall not, directly or indirectly, disassemble, decompile, reverse engineer, or analyze the physical construction of any of the Products for any purpose. In addition, Buyer may not use any individual element of Custom Product designs, for example software libraries, other than in the Custom Product of which it forms part. Furthermore, Buyer shall not resell any Product on a standalone basis, however, Buyer may resell Products as part of and when included within

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complete, fully assembled Non-WWAN Devices.

14. SERVICES

Unless otherwise provided in a separate agreement between Seller and Buyer, where Seller provides services, including but not limited to training, development, porting, integration or support in connection with the Products ("Services"), the manner and means used to perform the Services are in the sole discretion and control of Seller. All Services shall be performed at Seller's designated facilities unless otherwise mutually agreed in writing. Services will be provided on a time and materials basis at Seller's then current hourly rates or at such rates as the parties mutually agree in writing. Seller will invoice Buyer on or after the date of performance of the relevant Services. All title to all intellectual property rights created by or on behalf of Seller in performing Services shall vest in Seller and/ or its affiliates, including without limitation intellectual property rights created by Seller in the design, development and manufacture of Custom Products and no transfer of title to, or license in favor of, Buyer of any intellectual property rights used by or on behalf of Seller in the provision of Services shall occur.

15. CONFIDENTIALITY

Buyer and Seller each undertake that it will not, at any time whilst a Contract is in force and for five (5) years after termination of a Contract, use, divulge or communicate to any person (except in confidence to its professional representatives or advisers or as may be required by law or any legal or regulatory authority) the terms and conditions of a Contract or any confidential information concerning the business or affairs of the other party including all intellectual property rights and Software of Seller. Neither party shall use any such confidential information except for the performance of a Contract. In the event of any conflict between this Section and the terms of a hand-signed Non-Disclosure Agreement entered into between Seller and Buyer ("NDA") before or after any Contract, the terms of the NDA shall prevail over the conflicting part.

16. FORCE MAJEURE

Seller shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations under a Contract due to any cause outside the reasonable control of Seller, including but not limited to acts of God or nature, fire, floods, war and civil disturbances, riots or terrorist actions, acts of Governments, currency restriction, labour disputes, strikes, shortages, unavailability of materials or failure of a supplier, carrier or sub-contractor to deliver on time. Seller shall also have the right, in such situation, to cancel the Contract by written notice to Buyer.

17. INDEMNITY

Buyer shall indemnify and hold harmless Seller against any losses, demands, claims, damages, costs and expenses (including without limitation consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon) and liabilities arising out of: (a) any misuse of the Products or alteration of the Products other than by Seller; (b) combination of the Products with any other products or items (including without limitation any claim for contributory infringement or inducing infringement); (c) compliance with any of Buyer's designs or specifications; or (d) any material breach by Buyer of these Terms.

18. NO WAIVER

No delay by either party in enforcing the provisions of a Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach.

19. EXPORT

Buyer acknowledges that all hardware, software, source code and technology (collectively, "Products/Items/Intellectual Property") obtained from Seller are subject to export or import laws, legislation, regulations and restrictions. These may include, but are not limited to: the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the Office of Foreign Assets Control Regulations, the EU Dual Use Export Control Regime and any other national legislation related to trade controls.

Buyer warrants that it, its subsidiaries and affiliates will not directly or indirectly export, re-export, transfer or release (collectively, "Export") any Products/Items/Intellectual Property or direct product thereof to any destination, person, entity or end use prohibited or restricted under the applicable laws, regulations and legislation. This includes, but is not limited to, activities that are directly or indirectly related to the proliferation of nuclear, chemical or biological weapons, or rockets, missiles or unmanned aerial vehicles, unless specifically authorized under all applicable export control laws and regulations.

If the purchase of Products/Items/Intellectual Property under this Agreement requires an export license for the relevant governing authority, Buyer agrees to provide all necessary documentation to Seller to obtain said license without undue delay at Seller's request. This may include, but is not limited to, an end use and end user statement, an import license and any other required information. Seller reserves the right to suspend its delivery obligations under the Contract until a required export license or other authorization is granted by the governing authority without incurring any liability from Buyer. Buyer agrees to comply with all of the terms, conditions and restrictions of any required export license, as notified by Seller.

20. ASSIGNMENT

Buyer may not, without the prior written consent of Seller, assign at law or in equity any rights under these Terms or a Contract, or subcontract any or all of its obligations under it or purport to do the same. For purposes of this Section 20, an "assignment" by Buyer under this Section shall be deemed to occur upon, without limitation, any merger, consolidation, sale of all or substantially all of its assets, or any substantial change in the management or control of Buyer. Seller shall not assign these Terms or a Contract or any right or interest under these Terms or a Contract or delegate any obligation to be performed under these Terms or a Contract except to an affiliate of Seller, or to a third party upon the Buyer's written consent, which shall not be unreasonably withheld; provided, however, in the event that Seller sells, transfers or otherwise disposes of all or substantially all of its assets relating to the design, manufacture and sale of Products, then Seller shall be entitled, without obtaining the Buyer's prior written consent, to assign these Terms and any Contract and any related rights or interests under these Terms and any Contract to any such successor-in-interest(s) to such assets. Any attempted assignment in contravention of this Section 20 shall be void.

21. BUYER'S RESPONSIBILITY FOR ITS PRODUCTS

Seller assumes no liability for infringement or misappropriation of intellectual property rights by Buyer. Buyer shall be solely responsible for its own products, including those using or incorporating Products purchased from Seller hereunder. Buyer shall be responsible, and Seller shall have no liability, for obtaining all applicable legal and governmental consents, authorizations and approvals and all applicable licenses from third parties (to the extent that they have not already been provided by Seller), including without limitation, licenses for any published international standards relevant to the Products or their use or related intellectual property rights, for such products. Buyer shall indemnify and hold harmless Seller against any losses, demands, claims, damages, costs and expenses (including without limitation consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon) and liabilities arising out of the failure by Buyer to

Standard Terms and Conditions of Supply
of
QUALCOMM Technologies International, Ltd.
(a company registered in England and Wales under company number 3665875)

comply with the requirements of this Section 21.

22. NON-ASSERT

If Buyer asserts any intellectual property rights alleging infringement by a Product or any Seller Software against Seller or Seller's direct or indirect customers, distributors or any licensee of the Seller Software, Seller shall be entitled to terminate any Contract with Buyer immediately without Seller owing any further liability to Buyer.

23. ENTIRE AGREEMENT

Each Contract incorporating these Terms constitutes the whole and only agreement between the parties relating to the subject-matter of such Contract and supersedes all prior Pre-Contractual Statements (as defined below) between the parties with respect to the subject-matter of these Terms and such Contract. No additional terms and conditions set forth in any proposal, quotation, acceptance, purchase order, confirmation or acknowledgment of purchase order or invoice shall have the effect of modifying these Terms or a Contract except as expressly contemplated by these Terms or a Contract, as the case may be. In the event of a conflict between these Terms and one or more terms and conditions in a Contract, these Terms shall control unless otherwise explicitly stated in a Contract. With regard to the enforceability of a Contract incorporating these Terms, the Contract shall be deemed to be "in writing" and "accepted" by both parties. Buyer will not contest the validity or enforceability of a Contract solely because it was concluded electronically.

24. NO RELIANCE; AMENDMENT

Except in the case of fraud: (a) each party acknowledges that in entering into the Contract incorporating these Terms it is not relying upon any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing (a "Pre-Contractual Statement") which is not set out in the Contract; and (b) no party shall have any right of action against any other party to this Contract arising out of or in connection with any such Pre-Contractual Statement except to the extent that it is repeated in the Contract. A Contract and/or these Terms shall not be altered, modified, or amended in any respect except in writing signed by an authorized representative of each party.

25. SEVERABILITY

In the event of any term in a Contract including any of these Terms is held for any reason to be void, voidable or unenforceable this shall not affect the validity or enforceability of (a) any other terms of a Contract or the Terms; or (b) the remainder of a Contract or the Terms as a whole.

26. ANTI-CORRUPTION

Buyer represents and warrants to Seller that, in connection with the sale of any Products or in connection with any other business transactions involving Seller, Buyer, and everyone acting on its behalf, will comply with and will not violate any anti-corruption law or international anti-corruption standards, including but not limited to the U.S. Foreign Corrupt Practices Act 1977 and The Bribery Act 2010. Buyer represents and warrants to Seller that Buyer has not, and covenants and agrees that it will not, in connection with the sale of any Products or in connection with any other business transactions involving Seller, make, promise, or offer to make any payment or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the intent of the parties that no payments or transfers 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.

27. GOVERNING LAW; VENUE

These Terms and each Contract hereunder shall be governed by and construed in accordance with the laws of England and Wales without regard to provisions concerning conflicts of law and subject to the dispute resolution terms set forth in this Section 27 regardless of any conflicting terms in any other agreements between the Buyer and Seller. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms or any Contract. Any dispute arising out of or related to these Terms or any Contract, including any question regarding the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which LCIA Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

The arbitration award shall be final and binding on the parties and be enforceable in any court of competent jurisdiction. Accordingly, both the Buyer and Seller hereby confirm that they shall treat the performance of this award as an obligation under these Terms and each Contract and expressly agree to carry out such arbitral award without delay. The arbitrator shall determine which party shall bear the fees of such arbitration. Nothing in this Section 27 shall be construed or interpreted as a limitation on either Seller's or Buyer's right under applicable law for injunctive or other equitable relief or to take any action to safeguard its possibility to have recourse on the other party.

Finally, the Buyer and Seller shall maintain the confidential nature of the arbitration proceeding and any awards, including the arbitration hearings, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

28. COMPLIANCE WITH LAWS

Each party will, at its own expense, comply with all applicable governmental laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under these Terms and each Contract.