

Effective: December 10, 2014

## **QUALCOMM DEMO BUDDY APPLICATION TERMS OF SERVICE**

The Qualcomm Demo Buddy Mobile Application (the “QDB App”) is a software application brought to you by Qualcomm Technologies, Inc. (“QTI,” “us” or “we”) to provide attendees of the 2015 International CES (“CES”) the ability to view information about product and technology demonstrations in the Qualcomm booth at CES.

Please read these Qualcomm Demo Buddy Application Terms of Service (this “Agreement”) carefully. This Agreement is a binding legal agreement entered into by and between you (or if you are entering into this Agreement on behalf of an entity, then the entity that you represent) (“you”) and QTI. This is the agreement that applies to your use of the QDB App and all related documentation and services, and all updates and upgrades that replace or supplement the foregoing and are not distributed with a separate agreement. By using or completing the installation of the QDB App, you are accepting this Agreement and you are bound by its terms and conditions.

### **I. Acceptance of this Agreement:**

A. You accept the terms and conditions of this Agreement when you do any of the following things:

- Provide electronic acceptance by clicking on the “Accept” button below “By clicking “Accept” you agree to the Terms of Service and Privacy Policy” or similar language in connection with this Agreement; or
- Installing or using the QDB App.

You represent you are fully aware of the legal consequences of clicking-through to accept this Agreement and have had the opportunity to seek advice of your own counsel before accepting.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THEN DO NOT CLICK THE “ACCEPT” BUTTON OR USE THE QDB APP, AND UNINSTALL THE QDB APP.**

B. The QDB App is only available for use by individuals at least the 18 years old. If you are under 18 years old, you must review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand and accept the terms and conditions of this Agreement, and you may only use the QDB App if your parent or guardian accepts this Agreement by themselves clicking on the “Accept” button. If you are downloading for an organization, you are representing that you are authorized to bind it, and where the context requires, “you” means the organization. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

C. UNLESS OTHERWISE PROHIBITED BY LAW, QTI RESERVES THE RIGHT TO ADD TO OR TO CHANGE THE TERMS AND CONDITIONS OF THIS AGREEMENT AT ANY TIME. Changes to this Agreement will be presented to you either by posting notice on the QDB App Terms of Service webpage located at [www.qualcomm.com/ces-mobile-app/QDBAppTermsOfService\\_iOS.pdf](http://www.qualcomm.com/ces-mobile-app/QDBAppTermsOfService_iOS.pdf) or through an updated version of the QDB App, and you accept them when you do any of the following: (i) use the QDB App after the date of the notice, (ii) install the updated version of the QDB App or (iii) click the “Accept” button or other similar button. You agree to be bound by any of the changes made in the Agreement, including changes to any and all documents and policies incorporated therein. If you do not agree with any of the amended terms of this Agreement, then you must as soon as practical uninstall the QDB App. QTI advises you to visit the aforementioned QDB App Terms of Service webpage periodically to see if any amendments to this Agreement have been posted.

**D. Relationship to Other Agreements.**

1. We encourage you to review our QDB App privacy policy (“Qualcomm Demo Buddy App Privacy Policy”), which is available at [www.qualcomm.com/ces-mobile-app/QDBAppPrivacyPolicy\\_iOS\\_Android.pdf](http://www.qualcomm.com/ces-mobile-app/QDBAppPrivacyPolicy_iOS_Android.pdf) and on the About page of the QDB App. By agreeing to this Agreement you also are agreeing to the QDB App Privacy Policy. The QDB App Privacy Policy governs the collection, use and disclosure of information we collect from you.

2. You agree that you continue to be subject to the terms and conditions of your existing agreements with any other service providers, including but not limited to your mobile service carrier or provider (“Carrier”). QTI is not your Carrier and is not affiliated, connected, or associated with your Carrier. This Agreement does not amend or supersede any of your agreements with your Carrier(s), internet service provider(s) (“ISP”), or other service provider(s). Those agreements may provide for fees, limitations and restrictions that might impact your use of the QDB App (for example, your Carrier may impose data usage or text message charges for your use of or interaction with the QDB App, including while downloading the QDB App or other use of your wireless device when using the QDB App), and you agree to be solely responsible for all such fees, limitations and restrictions.

3. You acknowledge and agree that we are not responsible for your Carrier's products and services. You agree to resolve any problems with your Carrier directly with the applicable party and without involving us.

**E. Third Party Beneficiary.**

1. You agree that QTI, its affiliates, and its and their respective service providers may rely upon your agreements and representations in this Agreement, and that such affiliates and service providers are third party beneficiaries of this Agreement, each with the power to enforce its provisions against you, including without limitation the liability limitations and warranty disclaimers below for any claim related to or arising out of the QDB App or this Agreement.

2. This Agreement is between you and QTI and not with Apple. Apple is not

responsible for the QDB App and the content thereof. Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the applicable portion of this Agreement against you.

## **II. QDB App Use and Restrictions:**

### **A. Functionality.**

1. **Services.** The features of the QDB App may vary depending on the platform from which you use it. The functionality of the QDB App is subject to change, and is not guaranteed to be available at all times. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the QDB App or services.

2. **Beacons.** Certain functionality of the QDB App (including, without limitation, the notification of demo content available) involves the use of proximity beacons. This functionality operates only if you elect to allow the QDB App to use your current location. If you do permit the QDB App to so use your location, certain notifications, demonstration videos and other content will be made available to you through the QDB App when you are in the proximity of a beacon. You are able to turn off location detection at any time through the Settings page of the QDB App.

### **B. QDB App Limitations**

1. The QDB App may not be available on all wireless devices, on all mobile service carriers or providers, and may not be accessible or may have limited utility over some mobile networks in situations such as, but not limited to, roaming.

2. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to the QDB App. These difficulties may result in loss of data, loss or change of personalization settings, or other application, service, wireless device, or data interruptions. You agree that neither we nor any of our service providers are responsible for the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use of the QDB App, and you hereby release QTI, its affiliates and its and their service providers from any liability connected with any such responsibility.

3. You agree that none of QTI, its affiliates or any of its or their service providers are responsible for the operation, security, functionality, or availability of any wireless device or network that you use to access the QDB App, and you hereby release QTI, its affiliates and its and their service providers from any liability connected with any such responsibility. Without limiting the foregoing, QTI is not responsible for any damages arising from unauthorized access to your QDB App account due to lost or stolen wireless devices.

4. You agree to exercise caution when using the QDB App on your wireless device and to use good judgment and discretion when obtaining or transmitting information. Use of certain camera based image recognition functionality in the QDB App may be hazardous while driving, walking, or otherwise by being distracted or disoriented from real world

situations.

5. You warrant and represent that you have the all rights necessary with respect to any content you access, post, share, publicly perform, display, or otherwise use in relation to the QDB App.

**C. Security.**

1. We use reasonable means to secure the information we collect. In accepting this Agreement, however, you acknowledge that no security is 100% effective.

2. We reserve the right to exercise whatever lawful means we deem necessary to prevent unauthorized access to or use of the QDB App, including, but not limited to, technological barriers, IP mapping, and contacting your ISP regarding any unauthorized access or use.

**D. License.**

1. Subject to and conditioned upon your compliance with this Agreement, QTI hereby grants to you, and you accept, a limited non-exclusive, personal, non-transferable, non-sublicensable, revocable copyright license to (i) copy the QDB App in object code format solely for the purpose of downloading and installing the QDB App to your iOS product that you own or control and only as permitted by the Usage Rules set forth in the App Store Terms of Services, and (ii) display and perform the QDB App functionality on your iOS product that you own or control and only as permitted by the Usage Rules set forth in the App Store Terms of Services solely for your personal use of the QDB App. You will not delete, obscure or alter any notice (including but not limited to any copyright or other proprietary rights notice) or link that appears in the QDB App.

2. Except for the express copyright license rights granted to you in Section II.D.1 above, no other rights under any intellectual property are granted by QTI under or as a result of this Agreement (whether expressly, impliedly, by virtue of estoppel or exhaustion, or otherwise). You acknowledge and agree that neither the delivery of the QDB App nor any provision of this Agreement will be deemed or construed to grant (whether expressly, by implication or by way of estoppel or otherwise) any right, license, authority to infringe, or immunity from infringement liability under or to: (i) any patents of QUALCOMM Incorporated or any of its affiliates, (ii) any other intellectual property rights of any affiliate of QUALCOMM Incorporated (other than QTI) or (iii) any intellectual property rights of QTI covering or relating to any technology (including, without limitation, any product or invention) not embodied solely in the QDB App. For the purposes of this Agreement “intellectual property rights” means all current and future worldwide copyrights, trade secrets, patents and other patent rights, utility models, mask work rights, trademarks, trade names, service marks and all other intellectual property rights, including all applications and registrations with respect thereto.

3. QTI reserves the right to provide additional software to you from time to time. Any additional software that QTI provides to you by express reference to this Agreement will be considered to be part of the QDB App hereunder, and subject to all terms and conditions of this Agreement. By accepting, possessing or using such additional software, you agree that the

terms of this Agreement will apply.

4. You can only use the QDB App for personal, non-commercial uses. You agree not to use the QDB App for any purpose or activity that is illegal, immoral, offensive or harmful to QTI, its affiliates, or to any third party. You further agree not to resell or redistribute the QDB App to a third party without QTI's prior written permission, which QTI can withhold, condition or delay in its sole discretion. QTI CAN, WITHOUT NOTICE, LIMIT, SUSPEND OR END AVAILABILITY OF THE QDB APP FOR ANY REASON OR NO REASON, including, but not limited to, the use of the QDB App violates or infringes upon any rights of any kind of any third party, including, but not limited to, copyright, trademark, contract, defamation, right of privacy or publicity or any other right of any person or entity.

5. Except if and only to the extent expressly permitted under applicable law, you shall not attempt, knowingly permit or encourage others to attempt to: (i) reverse engineer, reverse compile, decipher, decrypt, or discover the source code of or disassemble the QDB App, in whole or in part; (ii) use any mechanical, electronic, or other method to trace, decompile, disassemble or decrypt the QDB App; (iii) rent, loan, lease, sublicense, transfer, network, reproduce, display (other than as set forth in Section II.D.1), or otherwise distribute the QDB App; (iv) copy (other than as set forth in Section II.D.1), manufacture, translate, modify, adapt, enhance, or extend the QDB App, or combine or link the QDB App with or to any other software. If applicable law expressly permits such activities, any information so discovered or derived shall be deemed to be the confidential proprietary information of QTI and must be promptly disclosed by you to QTI.

6. The QDB App may contain or link to certain software and/or materials that are written or owned by third parties. Such third party code and materials are licensed under separate or different terms and conditions and are not licensed to you under the terms of this Agreement. Details of the terms and conditions applicable to such third party code and materials can be found at [www.qualcomm.com/ces-mobile-app/QDBAppNotices\\_iOS.pdf](http://www.qualcomm.com/ces-mobile-app/QDBAppNotices_iOS.pdf). You agree to comply with all terms and conditions imposed on you in the applicable third party licenses. Such terms and conditions may impose certain obligations on you as a condition to the permitted use of such third party code and materials. QTI does not represent or warrant that such third party licensors have or will continue to license or make available their code and materials to you. To the extent that this Agreement conflicts with licenses or agreements governing your rights to that software, the agreement or license applicable to such third party software is covered by the terms of its applicable license or agreement. Nothing included with the QDB App is a "Contribution" (as that term is defined in each third party license agreement) from QTI or any of its affiliates.

7. QTI and its licensors retain all right, title, and interest in and to the QDB App and any updates and improvements thereof, including, without limitation, all intellectual property rights therein. You acknowledge and agree that nothing in this Agreement shall convey, assign or otherwise transfer to you any title or ownership rights in or to any of the QDB App or any intellectual property rights of QTI. Any rights not expressly granted to you herein are hereby reserved by QTI and its licensors.

8. Nothing under this Agreement or the fact that you have access to and use of the QDB App gives you any right, title or interest or license to reproduce, modify or otherwise

use QTI's, its affiliates' or any third party's trademarks, service marks, graphics, or logos.

9. You acknowledge and agree, that (i) this Agreement does not modify or abrogate any obligations that you have under any license or other agreement with QUALCOMM Incorporated or any of its affiliates, including, without limitation, any obligation to pay any royalties, and (ii) you will not, contend that you have obtained any right, license, authority to infringe, or immunity from infringement liability with respect to any patents of QUALCOMM Incorporated or any of its affiliates under or as a result of this Agreement (whether expressly, impliedly, by virtue of estoppel or exhaustion, or otherwise).

### **III. Disclaimers/Limitation of Liability/Indemnity:**

A. THE QDB APP IS LICENSED TO YOU "AS IS." QTI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, REGARDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING THE QDB APP. QTI CANNOT AND DOES NOT PROMISE ACCURACY, SECURITY, OR ERROR-FREE SERVICE AND DOES NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF.

B. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL QTI OR ITS AFFILIATES, LICENSORS AND CONTRACTORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE QDB APP, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, LOST DATA, LOST PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), EVEN IF QTI AND ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

C. THE ENTIRE LIABILITY (IN THE AGGREGATE) OF QTI, AND ITS AFFILIATES, LICENSORS AND CONTRACTORS UNDER ANY PROVISION OF THIS AGREEMENT OR RELATED TO THE QDB APP OR RELATED SERVICES OR PRODUCTS AND YOUR EXCLUSIVE REMEDY SHALL BE LIMITED TO FIFTY US DOLLARS (US \$50). THE FOREGOING LIMITATION, SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

D. You agree to indemnify and hold harmless QTI and its affiliates and their respective officers, directors, employees and successors and assigns (each a "QTI Indemnitee") against any and all claims, demands, causes of action, losses, liabilities, damages, costs and expenses, incurred by any QTI Indemnitee (including but not limited to costs of defense,

investigation and reasonable attorney's fees) arising out of, resulting from or related to your use of the QDB App or any breach of this Agreement by you. If requested by QTI, you agree to defend the QTI Indemnitees 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.

E. In the event of any failure of the QDB App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the QDB App, if any, to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the QDB App. Apple is not responsible for addressing any claims by you or any third party relating to the QDB App or your possession or use of the QDB App, including but not limited to: (i) product liability claims, (ii) any claim that the QDB App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party intellectual property infringement claim.

#### **IV. Dispute Resolution and Waiver of Jury Trial:**

A. This Agreement is governed and interpreted in accordance with the laws of the State of California, United States of America, without giving effect to its conflict of laws provisions that would result in the application of the laws of a different state or country. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply.

**B. EXCEPT FOR CLAIMS OR DISPUTES INVOLVING INFRINGEMENT OF INTELLECTUAL PROPERTY, WE EACH AGREE THAT ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THIS AGREEMENT, THE APP PRIVACY POLICY, THE QDB APP, OR OUR SERVICES OR PRODUCTS, WILL BE RESOLVED BY BINDING ARBITRATION AND WITHOUT A JURY, RATHER THAN IN COURT.** Such arbitration shall take place in the county in which you reside, and shall be administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules (and not under any other or ancillary rules or procedures such as the Supplementary Procedures for Consumer-Related Disputes or the Wireless Industry Arbitration Rules). This includes any claims you may assert against other parties relating to services provided to you (such as our suppliers) in connection with this Agreement, the App Privacy Policy, the QDB App, or our other services or products. QTI will pay the costs of filing the arbitration, the costs of administering the arbitration, and the arbitrator's fees. If the arbitrator finds your claim to be frivolous or filed for an improper purpose, then such fees and costs shall be governed by the AAA rules, and you agree to reimburse QTI such fees and costs paid by QTI that were your obligation to pay under the AAA rules. We each also agree that this Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply. **THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR(S) MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES). THE PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO PROCEED ON BEHALF OF OR AGAINST A CLASS, AND AGREE THAT ANY CLAIM, COUNTERCLAIM, CROSS-CLAIM OR THE LIKE**

**SHALL BE BROUGHT ON AN INDIVIDUAL BASIS AND NOT CONSOLIDATED WITH ANY OTHER PARTY'S CLAIM, COUNTERCLAIM, CROSS-CLAIM OR THE LIKE.** We each specifically agree that discovery by each party in arbitration will be limited as follows, unless the arbitrator finds a substantial need for additional discovery: one (1) set of interrogatories narrowly tailored to the issues in controversy and consisting of no more than ten (10) interrogatories including subparts, one (1) set of requests for production of documents narrowly tailored to the issues in controversy and consisting of no more than ten (10) requests for production including subparts and requiring the production of no more than 100,000 pages, one (1) deposition of a non-expert witness, and one (1) deposition of an expert witness, with each deposition lasting no more than six (6) hours of deposition time. The arbitration award shall be in writing, signed by the arbitrator(s), and shall include a reasoned opinion setting forth findings of fact and conclusions of law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. An arbitration award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself.

C. Notwithstanding the immediately preceding paragraph or Section VII.I below, in the case of claims or disputes involving infringement of intellectual property, or if the foregoing prohibition on class arbitration is not enforced for any reason, then the immediately preceding paragraph also shall not be enforced and any intellectual property or class action claims shall be brought exclusively in the United States District Court for the Southern District of California, San Diego Division (or, if federal jurisdiction is lacking, in the courts of San Diego, California), and not in arbitration.

D. If you have a claim that arises from or relates to the QDB App or the enforceability of this Agreement, before initiating, joining, or participating in any lawsuit, arbitration, or other legal proceeding, you shall give QTI: (1) a written notice of the claim (a "Claim Notice"), at least 30 days before initiating any such proceeding, explaining in reasonable detail the nature of the claim and any supporting facts; and (2) a reasonable good faith opportunity to resolve the claim without the necessity of a lawsuit, arbitration, or other legal proceeding. Any Claim Notice directed to QTI shall be sent to Qualcomm Technologies, Inc., Attn: Legal Department, 5775 Morehouse Drive, San Diego, California 92121.

E. Any demand for arbitration or claim in litigation must be filed within one (1) year of the time the cause of action accrued, or the cause of action shall be forever barred.

## **V. Communication; Surveys; Feedback:**

A. You agree that QTI, its affiliates and their respective service providers may send you, by e-mail and other methods, communications relating to the QDB App, including without limitation welcome messages, information, and surveys and other requests for information. Please note that by agreeing to receive push notifications on your wireless device, you agree to receive push notifications from the QDB App regardless of whether you have opted-out of receiving marketing communications.

B. You understand and agree that you may be asked to complete surveys describing your QDB experience and your experience with the QDB App. You further understand and



agree that your responses to such surveys and any other feedback, suggestions, or ideas and all associated intellectual property rights that you may provide to QTI or its affiliates in response to such surveys or otherwise (“Feedback”) shall be owned by QTI and you hereby assign to QTI all of your right, title and interest thereto. You agree to cooperate fully with respect to signing further documents and doing such other acts as are reasonably requested by QTI to confirm that QTI owns the Feedback, and to enable QTI to register and/or protect any associated intellectual property rights and/or confidential information. You agree that you will not be compensated for any Feedback that you provide to QTI or for your assignment of Feedback to QTI.

C. By sending us Feedback, you agree that (i) your Feedback does not contain confidential or proprietary information of yours or of any third party, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, and (iii) we may have something similar to the Feedback already under consideration or in development.

D. You hereby irrevocably release and forever discharge the QTI Indemnitees from any and all actions, causes of actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall or may have against the QTI Indemnitees with respect to the Feedback, including without limitation in respect of how any QTI Indemnitee, directly or indirectly, uses the Feedback.

## **VI. Notices of Copyright Infringement:**

If you believe your intellectual property rights are infringed by any content on the Site, send us a written notification to QTI’s Designated Agent at the following address:

Qualcomm Incorporated  
Attn. Corporate Legal, Copyright Agent  
5775 Morehouse Drive  
San Diego, CA 92121-1714  
Telephone Number of Designated Agent: (858) 845-1054  
Facsimile Number of Designated Agent: (858) 845-1249  
Email Address of Designated Agent: [copyrightagent@qualcomm.com](mailto:copyrightagent@qualcomm.com)

To be effective, the notification must include the following:

- a. A physical or electronic signature of the owner whose exclusive right is allegedly infringed or a person authorized to act on his or her behalf;
- b. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c. Identification of the material that is claimed to be infringing or is the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit QTI to locate the material on the Site;
- d. Information reasonably sufficient to permit QTI to contact the copyright owner or his/her authorized agent including an address, telephone number, and if available, an electronic

mail address;

e. A statement that the copyright owner or authorized agent has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

f. A statement that the information in the notification is accurate, and if submitted by the owner's authorized agent a statement under penalty of perjury, that the agent is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Within a commercially reasonable time after receipt of the written Notification containing the information as outlined in "a" through "f" above QTI shall remove or disable access to the material that is alleged to be infringing.

## **VII. Miscellaneous:**

A. If you are acting on behalf of an agency or instrumentality of the U.S. government, the QDB App is "commercial computer software" and developed exclusively at private expense by QTI and its licensors. 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.

B. You acknowledge that the QDB App is subject to the United States (US) government export control and economic sanctions laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the QDB App. You agree that you shall not export or re-export the QDB App, or any portion thereof, in any form, to any destination, person, entity or end use prohibited or restricted by the laws and regulations of the United States or any other jurisdiction or country without the QDB Appropriate United States and foreign government export or import licenses or other official authorization. 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. This section shall survive the expiration or termination of the Agreement.

C. This Agreement shall commence upon the earlier of the date that you first install the QDB App, or the date that you accept this Agreement and shall continue until terminated in accordance with Section VII.D below.

D. This Agreement shall terminate immediately, without notice, if you fail to comply with any term of this Agreement. In addition, QTI may terminate this Agreement at any time upon notice to you or by posting notice on the QDB App Terms of Service webpage located at [www.qualcomm.com/ces-mobile-app/QDBAppTermsOfService\\_iOS.pdf](http://www.qualcomm.com/ces-mobile-app/QDBAppTermsOfService_iOS.pdf). You agree that we will not be liable to you or any third party for any modification or discontinuance of the QDB App. Termination will not affect your liability or obligations under this Agreement for actions you have taken. Upon termination, you agree to immediately cease using the QDB App and to immediately uninstall the QDB App from your device. You understand that until the QDB App is uninstalled it may continue to send information gathered by it to QTI and you agree that any such information shall be handled in accordance with the App Privacy Policy.

E. Sections I.D, I.E, II.D. 2, II.D.5-9 and Articles III through VII shall survive the expiration or termination of this Agreement.

F. A waiver of any part of this Agreement in one instance is not a waiver of any part or any other instance. You are not permitted to assign this Agreement or any of your rights or duties under it, and any such assignment without QTI's prior express written consent is void. QTI may assign all or part of this Agreement without notice.

G. It is expressly understood that this Agreement is non-exclusive for both parties. Except as specifically agreed otherwise, this Agreement does not grant either party any exclusive privileges or rights.

H. Except where otherwise specified, the contents of the QDB App are copyright (c) 2014 Qualcomm Technologies, Inc. All rights reserved. The contents of the QDB App are subject to protection under U.S. and foreign copyright laws. You are not permitted to use the copyrighted content outside of the normal functions of the QDB App without the prior written consent of QTI.

I. If any part of this Agreement is held invalid, that part may be severed from this Agreement while the remainder of the Agreement continues in effect. This Agreement is not for the benefit of any third party except QTI's affiliates, assigns and successors in interest.

J. Notwithstanding any other provision of this Agreement, any breach of this Agreement by either party may cause irreparable damage for which recovery of money damages would be inadequate, and the non-breaching party shall therefore be entitled to seek injunctive or other equitable relief in a court of competent jurisdiction, to protect such party's rights under this Agreement in addition to any and all remedies available at law. You hereby acknowledge and agree that the restrictions, limitations, conditions and exclusions imposed in this Agreement on the rights granted in this Agreement are not a derogation of the benefits of such rights. This Agreement and the documents to which it refers form the entire and exclusive agreement between QTI and you with respect to the QDB App and supersede all prior agreements between QTI and you regarding the QDB App, along with any other communications (whether written or oral) between QTI and you. You cannot rely on any other documents and you have no other rights with respect to the QDB App or this Agreement, except as specifically provided by law.