

## Qualcomm “Innovation Commercialisation Fund” – Terms and Conditions

1. These are the terms and conditions (“**Terms and Conditions**”) to apply and/or benefit from the Qualcomm “Innovation Commercialisation Fund” (“**ICF**”) set up by **Qualcomm India Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at Unit No. 201, 2nd Floor, Tolstoy House, 15, Tolstoy Marg, New Delhi – 110001, India (“**QIPL**”) (“**Program**”).
2. Eligibility to avail of any disbursements under the Program and actual disbursements of funds under this Program shall be subject to these Terms and Conditions and any other terms specified by QIPL from time to time. No purchase or payment of any kind is required to apply or be eligible to receive funds under this Program.
3. This Program is not a competition, contest, offer, prize draw, chit scheme or lottery. No commitments should be anticipated or made on the basis of this Program and/or the disbursements specified herein.
4. The Program is intended to promote and encourage innovation and commercialization of technology products using Qualcomm chipset platforms by providing partial reimbursements towards actual costs already incurred in three categories – (i) regulatory certification; (ii) industrial design for commercially sellable product; and (iii) volume manufacturing. Any company that was shortlisted for further consideration in the 2016, 2017, 2018, 2019 editions of the Qualcomm “Design in India” challenge, and is incorporated and registered in India, may apply to seek reimbursements from the ICF under the specified categories.
5. Eligible applicants (“**Applicants**”) may submit their applications seeking partial reimbursement from the ICF under the specified categories (“**Applications**”) through email for consideration between 11:59 hours IST on March 12, 2020 and 23:59 hours IST on March 31, 2021 (“**Period**”).
6. During the Period, Applications will be considered subject to the specified eligibility guidelines, under the aforementioned three categories. Applications in each category must be supported by minimum documentation as set out below and any additional documentation or substantiation that QIPL may require for review and consideration, including for validity and weightage, in its sole discretion –
  - Cost incurred for passing **regulatory certification** to be able to sell product in a particular geography:
    - Bill from the certification lab or accredited body towards certification cost;
    - Proof of payment; and
    - Certificate issued by lab for successfully passing the certification requirements.
  - Cost incurred towards completion of **industrial design** for commercial manufacturing of a commercially sellable product:
    - Bill from the industrial design house contracted for services towards creating the industrial design;
    - Proof of payment; and
    - Physical sample of the industrial design of the completed work.
  - Cost incurred towards **volume manufacturing** to fulfill a customer’s purchase order
    - Copy of customer issued purchase order of value of no less than Rs. 5,00,000 (Indian Rupees Five Lakhs Only);

- Purchase order to the manufacturer for producing the goods;
  - Final bill from the manufacturer; and
  - Proof of complete payment to the manufacturer for the order.
7. Applicants will be expected to travel to Bangalore at their cost for a face to face pitching session to QIPL in support of their Application and further examination. QIPL shall not be liable for any cost associated with any Applicant's participation in the Program.
  8. If QIPL considers and accepts any Application as valid and eligible to receive reimbursement from the ICF under this Program in its sole discretion and judgment, QIPL may provide such reimbursement to the Application towards actual costs incurred in the specified category in such amounts and upto such limits as it deems appropriate after evaluation of each Application on a case by case basis. There is no assurance that any Applicant will receive any disbursements or that any two or more Applicants will receive same or different amounts in any particular or multiple categories.
  9. Applications will be considered on a 'first come, first considered' basis. For purposes of disbursements, QIPL approval date confirming the reimbursement and the amount to be reimbursed will apply to decide order of payment. Nothing in these Terms and Conditions, shall entitle the Applicants for any disbursements and such disbursements shall be made at the sole discretion of QIPL. The processes and/or procedures connected with the conduct of this Program (including with respect to acceptance of any applications, timelines/schedules, evaluation method, selection criteria, decision making and disbursements of amounts) are internal to QIPL and shall be as determined by QIPL in its sole discretion and judgment, with no requirement for QIPL to inform any Applicant of the details of such procedures and/or processes.
  10. Disbursements will be limited to a maximum of Rs. 60,00,000 (Indian rupees Sixty Lakhs Only) in the aggregate, across the Program, for the year 2020, inclusive of all taxes. QIPL may reduce the funds allocated or disbursed based on its assessment and review of Applications received. All payments will be inclusive of all taxes and subject to applicable tax deductions under law. The benefit(s) under this Program are non-transferable and cannot be clubbed with the benefits under any other program or competition organized by QIPL.
  11. Applicants who receive reimbursements from the ICF in 2020 may apply to seek reimbursements under the Program in subsequent years under a **different** category from which it has received reimbursements in 2020.
  12. By applying to the Program, each Applicant agrees to comply with QIPL's Terms of Service (<https://www.qualcomm.com/site/terms-of-use>) and QIPL's Privacy Policy (<https://www.qualcomm.com/site/privacy>), all of which are incorporated by reference into these Terms and Conditions. The Applicant agrees and acknowledges that QIPL and its affiliates and contractors may use information relating to the Applicants, Applications and/or products in relation to which the Applications are submitted for publicity and marketing purposes or in relation to the Program or otherwise in connection with the Program without seeking any further notice, review, consent or payment.
  13. Any personal or sensitive information, as the case may be, that is provided by any Applicant or collected by QIPL in connection with the Program, will be retained and used in accordance with QIPL's Privacy Policy (<https://www.qualcomm.com/site/privacy>) and in addition, as otherwise set out in these Terms and Conditions for the purpose of administering this Program. The Applicant expressly agrees to the use of such information for such purpose.

14. By applying to the Program, each Applicant represents and warrants that: (i) each product with respect to which it submits an Application shall be an original work created solely by the Applicant and not obtained from any third party in any manner and does not violate or infringe any third party rights including but not limited to third party Intellectual Property Rights; (ii) all information and data submitted by it within and in support of its Application shall be true, accurate, complete and reliable in all respects and it has not concealed or misrepresented any relevant information or data in any manner whatsoever; (iii) the Application submitted by it conforms to these Terms and Conditions and all criteria and guidelines prescribed by QIPL; (iv) the product in respect of which it submits an Application or the Application as such is not subject to any third party agreement(s) or interests and no third party consents and/or licenses are required in connection therewith; (v) QIPL will not be required to pay or incur any sums to any person or entity in connection with the Application submitted by it; (vi) the Application submitted by it includes proof that any required permits from local authorities and other permissions to qualify or satisfy the eligibility criteria of the relevant category have been obtained; (vii) the product in respect of which it submits an Application or the Application as such does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of QIPL or any other individuals and/or entities; (viii) the product in respect of which it submits an Application or the Application as such does not contain pornographic or obscene content, hateful content of any kind, content which promotes violence or harm to another living creature, or any other offensive or inappropriate content; (ix) the product in respect of which it submits an Application or the Application as such does not include threats of any kind or any content that may intimidate, harass, or bully anyone; and (x) the product in respect of which it submits an Application or the Application as such does not violate any applicable law or post any content that would abet or constitute a criminal offence under applicable law.
15. QIPL reserves the right to disqualify any Applicant who, in QIPL's sole discretion, has been determined to have violated the spirit of the Program or breached any terms hereof, including a representation or warranty as provided under these Terms and Conditions, at any time. Each Applicant hereby acknowledges that it shall have no right to object to any decision of disqualification taken by QIPL. Applicants who may receive funds from the ICF may be required to execute appropriate agreements in addition to these terms and conditions, as required in the sole discretion of the QIPL.
16. To the extent permitted by applicable law, neither QIPL nor any of its representatives, subsidiaries, affiliates, advertising and/or promotion agencies, legal and financial advisors, and each of their respective officers, directors, shareholders, agents, licensees, licensors and employees (collectively "**Released Parties**") are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access QIPL's website, for problems uploading any Applications or downloading any Program-related materials from QIPL's website or for late, lost, stolen, damaged, misdirected, incorrect, garbled, delayed, undelivered or incomplete Applications or other materials. For purposes of these Terms and Conditions, receipt of Applications occurs when QIPL's website servers successfully receive the uploaded Applications in accordance with the entry guidelines referred to herein and record the required Application information.
17. **Intellectual Property**
  - a. All Intellectual Property Rights in the products in respect of which the Applications are submitted shall vest solely with the Applicant. "Intellectual Property Rights", as used herein, shall mean

patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in know-how and trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

- b. By entering the Program and benefiting from the opportunity and other facilities, the Applicant hereby grants Qualcomm Incorporated and affiliates, a perpetual, irrevocable, worldwide, fully paid up, royalty-free, non-exclusive, unconditional and transferable license to make, use, sell, import, edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, create derivative works of, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), all or any of Intellectual Property related to the Application and/or the product in respect of which the Application is submitted, with or without attribution in any and all media, in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to the Applicant or any third party. The Applicant will execute any further documentation requested by QIPL its affiliates in this regard.
- c. The Applicant understands and acknowledges that: (i) Qualcomm group, including QIPL and its affiliates have wide access to ideas, concepts, prototypes, products, code, know-how, trade secrets, plans, designs and construction information, processes and flowcharts, formulas, manufacturing techniques, discoveries, inventions, product specifications, machinery, drawings, photographs, computer source codes, equipment, devices, tools and apparatus and any other engineering or other technical information, and other materials, and the same are constantly being submitted to it or being developed by its employees/personnel; (ii) many ideas, concepts, strategies may be competitive with, similar to, or identical to content in the Application or the product in respect of which it is submitted and/or each other in theme, idea, workflow, concept, design, format, or other respects; (iii) the Applicant will not be entitled to any compensation as a result of Qualcomm group's, including QIPL's or its affiliates' use of any such similar or identical material that has or may come to QIPL, or any of them, from other sources. Except where prohibited by applicable law, the Applicant acknowledges and agrees that Qualcomm group, including QIPL nor any of the Released Parties do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the Applicant's Intellectual Property Rights in and to the Application or the product in respect of which it is submitted. The Applicant acknowledges that, with respect to any claim of the Applicant relating to or arising out of Qualcomm group's, including QIPL's actual or alleged exploitation or use of any Application or the product in respect of which it is submitted, created or arising in connection with the Program, the damage, if any, thereby caused to the Applicant will not be irreparable or otherwise sufficient to entitle the Applicant to seek any injunctive or other equitable relief or in any way enjoin, otherwise interfere with, delay, or interrupt the production, distribution, exhibition, or other exploitation of any production based on, or allegedly based on the Application or the product in respect of which it is submitted, and the Applicant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

18. THE APPLICANT ACCEPTS THE CONDITIONS STATED IN THESE TERMS AND CONDITIONS, AGREES TO BE BOUND BY THE DECISIONS OF QIPL, AND WARRANTS THAT THE APPLICANT IS ELIGIBLE TO PARTICIPATE IN THIS PROGRAM.

THE APPLICANT AGREES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THAT THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR ANY

CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION ANY ATTORNEYS' FEES AND EXPENSES), ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE PROGRAM, INCLUDING IN CONNECTION WITH USE, ACCEPTANCE, OR MISUSE OF ANY APPLICATION, OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELLING TO OR FROM ANY PROGRAM RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE APPLICANT'S BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE PROGRAM, INCLUDING THESE TERMS AND CONDITIONS.

NOTWITHSTANDING THE REVIEW BY QIPL OF ANY APPLICATION OR THE PRODUCT IN RESPECT OF WHICH IT IS SUBMITTED, OR ANY MATERIAL RELATING TO THE SPECIFIED CATEGORIES UNDER WHICH AN APPLICATION IS SUBMITTED, THE APPLICANT UNDERSTANDS AND AGREES TO BEAR SOLE LIABILITY AND RESPONSIBILITY FOR THE CONTENTS OF ITS APPLICATION AND THE PRODUCT AND ALL CLAIMS AND ASSERTIONS MADE BY IT AND INFORMATION AND DATA PROVIDED BY IT IN RELATION THERETO TO SEEK REIMBURSEMENTS UNDER THIS PROGRAM AND AGREES TO REIMBURSE THE RELEASED PARTIES FOR ANY DAMAGES AND/OR COSTS INCURRED AS A RESULT OF A THIRD PARTY'S CLAIM OR DEMAND RELATING TO ANY OF THE ABOVE INCLUDING A CLAIM OF INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

19. QIPL's decisions (including the decisions of the judging panel appointed by QIPL) are final and binding in all matters related to this Program, including interpretation and application of these Terms and Conditions. Applicants may be contacted by QIPL using the contact information provided by such Applicant in its Application. QIPL reserves the right, in its sole discretion, to disqualify any Applicant found tampering with the entry process, Application or otherwise interfering with the proper administration of the Program or violating these Terms and Conditions and void all such Applications.
20. QIPL may cancel, modify, or suspend the Program (or portion thereof) at its discretion, including due to a force majeure event, without any further obligation or liability.
21. The Applicant hereby acknowledges and agrees that the relationship between the Applicant and QIPL is not a confidential, fiduciary, exclusive or other special relationship, and the Applicant's decision to submit an Application in connection with this Program does not place QIPL in a position that is any different from the position held by members of the general public with regard to elements of the Application, other than as set forth in these Terms and Conditions.
22. QIPL reserves the right to not select any Applicant or select a lesser number of Applicants at its sole discretion and judgment at each phase, including for reasons of any withdrawals or disqualifications or lack of appropriate documentation or sufficient eligible applications.
23. Applicants shall comply with all applicable laws at all times during the Program. If permitted access to any QIPL facilities or infrastructure or systems, Applicants shall comply with QIPL policies, regulations and codes of conduct as communicated to them from time to time.
24. Applicant represents and warrants to QIPL that, in connection with the transactions contemplated herein or in connection with any other transactions involving QIPL, the Applicant, and everyone acting on his/her behalf, will comply with and will not violate all applicable anti-corruption laws.

Applicant represents and warrants to QIPL that the Applicant has not, and covenants and agrees that he/she will not, in connection with the transactions contemplated herein or in connection with any other transactions involving QIPL, 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 transfer 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. The Applicant represents and warrants that no payment shall be made to anyone for any reason on behalf of or for the benefit of QIPL which is not pre-approved in writing by QIPL and which is not properly and accurately recorded in the Applicant's books and records, including amount, purpose and recipient, all of which shall be maintained with supporting documentation.

25. This Program is governed by the laws of the Republic of India. The competent courts at Bangalore, India shall have sole and exclusive jurisdiction over any and all legal actions or claims arising out of, related to or in connection with this Program and these Terms and Conditions.