SUPPORT SERVICES AGREEMENT
(*for services provided by Qualcomm Technologies International, Ltd*)

Before requesting any Support Services (as defined below) and/or uploading any Customer Materials (defined below) to www.csrsupport.com, you are requested to enter into the Support Services Agreement set out below. Please read this Support Services Agreement before you select the option stating "*I have read and understood these Terms and Conditions and agree to them*" (the "Agree Box") and before you request any Support Services and/or upload any Customer Materials. By selecting the Agree Box and by requesting Support Services and/or uploading any Customer Materials you are consenting to be legally bound by this Support Services Agreement as Customer (defined below). If you do not agree to all the terms of this Agreement, do not check the Agree Box and do not request Support Services and/ or upload Customer Materials.

You are advised to print this Agreement for your records and/or save it to your computer.

This Support Services Agreement (the "Agreement") is entered into by and between Qualcomm Technologies International, Ltd. (formerly known as Cambridge Silicon Radio Limited) a company registered in England under company number 3665875, having its registered office at Churchill House, Cambridge Business Park, Cowley Road, Cambridge, CB4 0WZ, UK ("QTIL") and **you** or, where applicable, **the legal entity that you represent** ("Customer"). QTIL and the Customer are occasionally referred to herein individually as a "Party" and collectively as the "Parties".

1   DEFINITIONS.

In addition to other terms defined elsewhere in this Agreement, the following terms, when the first letter is capitalized, shall have the meanings set forth in this Section 1 (Definitions). These terms shall apply both to their singular or plural forms, as the context may require. As used herein, "hereunder," "herein" and similar expressions refer to this Agreement, and "including" means "including without limitation".

1.1   "Affiliate" means, with respect to a party, any corporation or other legal entity that, at any time, directly or indirectly, Controls, is Controlled by, or is under common Control with such party (but only as long as such Control exists). For the purpose of this definition, the term "Control" means (a) the beneficial ownership (whether direct or indirect) of more than fifty percent (50%) of the voting power of an entity or (b) in the case of an entity that does not have outstanding voting shares or securities, the majority (i.e., more than fifty percent (50%)) of the equity interests in such entity is now or hereafter owned or controlled by another entity, either directly or indirectly.

1.2   "CSR Support" means www.csrsupport.com or any other support site as QTIL might notify Customer in writing from time to time.

1.3   "Customer Materials" means the schematics, designs, code and any other documentation including updates or upgrades that Customer uploads to CSR Support under this Agreement.

1.4   "Executable" means a program that has been converted into machine code that can be directly loaded and executed by an operating system.

1.5   "Intellectual Property Rights" means patents (including patent applications, reissues, divisions, continuations and extensions thereof, all sometimes individually and/or collectively referred to herein as "Patents"), utility models, copyrights, trade secrets (as defined in the Uniform Trade Secrets Act), mask work rights, and any other form of intellectual property right protection afforded by law, under the laws of the United States or the laws of any other applicable jurisdiction or applicable bi-lateral or multi-lateral international treaty regime

1.6   "Object Code" means code generated from a compiler in machine-readable form that can be executed by a processor or linked with libraries to create an Executable.

1.7   "Open Source License Terms" means terms in any license for software that, as a condition of use, copying, modification or redistribution, require such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of

making derivative works, or to be distributed free of charge, including without limitation software distributed under the GPL (GNU General Public License) or LGPL (GNU Lesser General Public License).

1.8   "Source Code" means human readable program statements written by a programmer in a high-level or assembly language that are not directly readable by a computer.

1.9   "Support Services" means communication from QTIL to Customer or Customer Affiliate via the telephone, face to face or in writing (including via electronic means such as CSR Support or email) in response to Customer's request for a reasonable level of assistance and support in relation to Customer Materials products or services in conjunction with QTIL's or its Affiliates' products or services.

1.10   "QTIL Deliverables" means all items to be developed or delivered by QTIL to or for Customer and/or Customer Affiliate pursuant to this Agreement along with any data, information, techniques, methodologies, materials, inventions, records, reports, software, as well as other intellectual property that have been prepared, created, written or recorded, whether in collaboration with Customer and/or Customer Affiliate or not, in association with the provision of the Support Services along with any and all recommendations, reports, support, suggestions, feedback and all other deliverables of any nature provided to Customer and/or Customer Affiliate by QTIL pursuant to this Agreement.

2   SUPPORT SERVICES.

2.1   General. QTIL may, at its option, in response to Customer's request, render to Customer free of charge Support Services, in accordance with the terms and conditions of this Agreement. QTIL may, at its option, provide any Support Services through an Affiliate of QTIL.

2.2   Customer Affiliate. QTIL may provide Support Services under this Agreement to any Affiliate of Customer upon Customer's request, *provided*, that (a) Customer has the right and authority to bind such Customer Affiliate with respect to the rights and obligations set forth in this Agreement, (b) a breach of this Agreement by such Customer Affiliate will be deemed a breach of this Agreement by Customer and (c) Customer remains jointly and severally liable and responsible for all acts or omissions of the Customer Affiliate which if performed or not performed by the Customer, would be a breach of this Agreement.

3   OWNERSHIP AND LICENSE GRANTS.

3.1   Rights Prior to Agreement. Each Party shall retain all of its Intellectual Property Rights in existence prior to entering into this Agreement. Except as provided herein, neither Party grants to the other Party, either expressly or by implication, any license under its Intellectual Property Rights.

3.2   Right to Use to Customer Materials. When Customer checks the Agree Box, (hereinafter referred to as the "Effective Date"), Customer hereby grants to QTIL and its Affiliates, under the terms of this Agreement, a worldwide, royalty-free, fee-free, non-exclusive, non-transferrable license to: (a) internally test and evaluate the Customer Materials for the purpose of providing Support Services to Customer and Customer Affiliate; and (b) make and distribute a reasonable number of copies of the Customer Materials to employees of QTIL and its Affiliates with a demonstrable need to know, for performance of the purpose described in (a).

3.3   Customer Warranty. Customer represents, warrants and covenants that:

(a) Customer has (and will continue to have during the term of this Agreement) all necessary licenses, rights, consents, and permissions which are required to enable QTIL and its Affiliates to use the Customer Materials for the provision of Support Services;

(b) the Customer Materials do not contain any third party copyright material, or material that is subject to other third party proprietary rights, unless Customer has a formal license or

permission from the rightful owner to grant QTIL the license referred to in Section 3.2 (Right to Use Customer Materials) above;

(c) Customer will not upload any Customer Materials to CSR Support which contain material which it is unlawful for Customer to possess in the country in which it is resident, or which it would be unlawful for QTIL or its Affiliates to use or possess in connection with the provision of Support Services;

(d) by uploading the Customer Materials to CSR Support Customer will not introduce viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful;

(e) there is no current litigation or prospective litigation at the Effective Date, involving the Customer Materials;

(f) the use of the Customer Materials by QTIL and its Affiliates will not place source code disclosure, copyleft or similar obligations on QTIL; and

(g) by uploading the Customer Materials to CSR Support, Customer is not in breach of applicable domestic or international export laws or regulations.

3.4   Customer Indemnity. Customer shall defend, indemnify, and hold harmless QTIL and each of its successors and assigns and each of its directors, officers, Affiliates, agents, employees and customers from all claims, losses, costs, damages, expenses (including attorneys' fees), and other liabilities arising out of or related to QTIL's use, operation or possession of the Customer Materials, to the fullest extent permitted by law.

3.5   Right to Use QTIL Deliverables. On the terms and subject to the conditions set forth in this Agreement, QTIL hereby grants to Customer, a royalty free, nontransferable, non-exclusive, non-sublicensable, worldwide right and license, solely under QTIL's copyrights in the QTIL Deliverables, to use, reproduce, modify (including creating derivative works) but only as to that portion of the QTIL Deliverables, provided, if any, by QTIL under this Agreement in Source Code, perform, and display the QTIL Deliverables solely for Customer's internal business purposes in regard to utilizing the Support Services being provided hereunder by QTIL or its Affiliates.

To the extent the QTIL Deliverables 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"), Customer acknowledges that QTIL may be required to provide Customer a separate document, digital file, release notes, a 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 Terms included therein, Customer further acknowledges and agrees that the content of such Notice File is provided solely to satisfy QTIL's attribution and notice requirement and Customer's use of such Third Party Software together with the QTIL Deliverables is subject to this Agreement.

3.6   Limitation on Rights to Use QTIL Deliverables. QTIL Deliverables are licensed, not sold, and nothing in this Agreement shall convey, assign or otherwise transfer to Customer or any third party any title or ownership interest in any of the QTIL Deliverables. Notwithstanding anything to the contrary in this Agreement, Customer shall have no right to (a) sublicense, transfer or otherwise disclose the QTIL Deliverables to any third party (other than to Affiliates of Customer provided said disclosure is permitted under the NDA (as defined below)), or (b) reverse engineer, reverse assemble, reverse translate, decompile or reduce to Source Code form that portion of the QTIL Deliverables, if any, provided in Object Code and/or Executable form. Except for the purposes expressly permitted in Section 3.5 (Right to Use QTIL Deliverables) above, Customer shall not use the QTIL Deliverables for any other purpose. QTIL (and/or its Affiliates or licensors) shall own all right, title and interest, including all Intellectual Property Rights, in and to the QTIL Deliverables and all modifications, enhancements and derivative works of the QTIL Deliverables, and nothing herein shall be deemed to grant any right to Customer or its Affiliates under any of QTIL's or its Affiliates' Patents. Customer shall not

remove or alter any of the copyright or other notices contained in the QTIL Deliverables, and shall include such notices in any end-user documentation. Customer and its Affiliates shall not use any QTIL Deliverables for the purpose of identifying or providing evidence to support any potential patent infringement claim against QTIL, its Affiliates, or any of QTIL's or QTIL's Affiliates' suppliers and/or direct or indirect customers. Customer shall not use, modify, compile or distribute the QTIL Deliverables in any manner that would cause the QTIL Deliverables to become subject to any Open Source License Terms (the "Open Source Restrictions"), and Customer shall restrict its Affiliates from the same. The rights granted by Customer in Section 3.5 (Right to Use QTIL Deliverables) are expressly conditioned upon Customer's full compliance with the foregoing sentence.

3.7 Assignment. To the extent that Customer contributes to any QTIL Deliverables, Customer shall promptly disclose to QTIL any such contribution, and hereby irrevocably conveys and assigns and agrees to assign to QTIL all of its worldwide rights, title and interest, including all Intellectual Property Rights, in and to all such contributions. Customer agrees to obtain from its employees and contractors unconditional and irrevocable signed, valid assignments and waivers of any and all rights their employees and/or contractors may have in and to any of the QTIL Deliverables, including without limitation any "moral rights of authors", together with a statement that such employees and/or authorized contractors will never assert any moral rights in the QTIL Deliverables. If Customer has rights to the QTIL Deliverables that cannot be assigned as described above, Customer (i) agrees to retroactively, perpetually, unconditionally and irrevocably waive enforcement world-wide of such rights against QTIL, its Affiliates and their respective officers, directors, shareholders, agents, employees, customers and sublicensees, and (ii) grants QTIL and its Affiliates a worldwide, exclusive, irrevocable, perpetual, transferable, fully paid-up, and royalty-free license to make, use, sell, offer for sale, import, distribute, reproduce, publicly display, publicly perform, modify and use the QTIL Deliverables, including rights to sublicense such rights through multiple tiers of sublicensees.

3.8 Further Assistance. The Parties agree to execute all applications, assignments or other documents of any kind and take all other legally necessary steps under the law of any applicable jurisdiction including the United States or any applicable treaty regime, at the expense of the requesting Party, in order to apply for, obtain, protect, perfect or enforce the requesting Party's rights, title, and interest in the requesting Party's intellectual property as specified herein.

3.9 Reservation of Rights. Except as expressly provided in Section 3.6 (Assignment) of this Agreement, no Intellectual Property Rights have been or will be transferred under this Agreement. Customer acknowledges and agrees, on behalf of itself and its Affiliates that, except for the express copyright license granted in Section 3.5 (Right to Use QTIL Deliverables) of this Agreement, neither the providing of Support Services nor any provisions of this Agreement shall be construed to grant either expressly, by implication or by way of estoppel or otherwise, any right, license, authority to infringe, or immunity from infringement liability under (A) any of QTIL's or QTIL's Affiliates' Intellectual Property Rights, including Patents, or (B) any Intellectual Property Rights of QTIL or any of QTIL's Affiliates covering or relating to any combination of the QTIL Deliverables provided hereunder with any other product or invention. Customer acknowledges and agrees that the foregoing exclusion of patent rights from the scope of the rights that are expressly granted to Customer in this Agreement is not in derogation of such expressly granted rights, and that Customer has received the full benefit of its bargain notwithstanding such exclusion. Customer acknowledges and agrees, on behalf of itself and its Affiliates, that (a) this Agreement does not modify or abrogate any obligations that Customer or any of its Affiliates has under any license or other agreement with QUALCOMM Incorporated, including, without limitation, any obligation to pay any royalties, and (b) Customer will not, and will ensure that each of its Affiliates do not, contend that it has 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).

4 CONFIDENTIALITY.

4.1 Treatment of Confidential Information. All information disclosed by the Parties pursuant to this Agreement shall be subject to the terms and conditions of the Mutual Non-Disclosure

Agreement, between the Parties (the "NDA"); and incorporated herein by this reference. In the event that the Customer has executed an NDA with both Cambridge Silicon Radio Limited (now Qualcomm Technologies International, Ltd.) and QUALCOMM Incorporated, the terms of the NDA executed with QUALCOMM Incorporated shall apply. If applicable, as used herein the term "Confidential Information" shall have the same meaning as INFORMATION under the NDA and provided further that the scope of the Confidential Information shall include the subject matter of this Agreement. To the extent that the NDA terminates prior to the termination of this Agreement, the Parties agree that the terms and conditions of the NDA shall continue to apply to this Agreement. In the event of any inconsistency between the terms of the NDA and the terms hereof, the terms that are most protective of the Confidential Information shall control.

4.2   <u>No License</u>. No license is either granted or implied by the conveying of Confidential Information to the other Party.

4.3   <u>Agreement Confidential</u>. The terms and conditions of this Agreement as well as the existence of this Agreement are Confidential Information and neither Party shall disclose its terms and conditions without the prior written consent of the other Party except to the extent that disclosure may be required by applicable laws or regulations, in which latter case the Party required to make such disclosure will promptly inform the other Party in sufficient time prior to the date of such disclosure to enable such Party to object and to initiate the appropriate requests for confidentiality, *provided, however*, that the Parties may disclose in confidence the terms and conditions of this Agreement to its insurers, attorneys, accountants and other professional advisors on a need to know basis who are under professional obligations of confidence.

4.4   <u>Publicity</u>. Press releases and other like publicity, advertising or promotional material or any public disclosure which mentions the other Party by name, this Agreement or any term hereof must be agreed upon by both Parties in writing prior to any release.

4.5   <u>Independent Service Provider</u>. Subject to the NDA, nothing expressed or implied in this Agreement shall be deemed to restrict QTIL's right or ability, whether during the term of this Agreement or at any time thereafter, to: (a) directly or indirectly sell, license, use, promote, market, exploit, develop or otherwise deal anywhere in any product or service of any kind or (b) enter into any business arrangement of whatever nature or description, including arrangements similar to those contemplated in this Agreement, with any other entity in any location.

5   **WARRANTY DISCLAIMER.** ALL SUPPORT SERVICES, ADVICE, INFORMATION, DOCUMENTATION AND QTIL DELIVERABLES PROVIDED BY QTIL, QTIL'S AFFILIATES OR THE SUPPLIERS OR LICENSORS OF QTIL OR QTIL'S AFFILIATES UNDER THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS," AND QTIL, QTIL'S AFFILIATES AND THE SUPPLIERS AND LICENSORS OF QTIL AND QTIL'S AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SUCH SUPPORT SERVICES, ADVICE, INFORMATION, DOCUMENTATION OR QTIL DELIVERABLES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, QTIL, QTIL'S AFFILIATES AND THE SUPPLIERS AND LICENSORS OF QTIL AND QTIL'S AFFILIATES MAKE NO REPRESENTATION, GUARANTY OR WARRANTY OF ANY NATURE WHATSOEVER WITH RESPECT TO THE LIKELIHOOD OF SUCCESS OR RESULTS OF THE SUPPORT SERVICES CONTEMPLATED HEREBY, OR TO THE EFFICACY, ACCURACY OR SUFFICIENCY OF ANY RECOMMENDATIONS, INFORMATION, ADVICE OR GUIDANCE PROVIDED HEREUNDER OR IN CONNECTION HEREWITH

6   **LIMITATION OF LIABILITY.** IN NO EVENT SHALL QTIL, QTIL'S AFFILIATES OR THE SUPPLIERS OR LICENSORS OF QTIL OR QTIL'S AFFILIATES BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL DAMAGES, ARISING OUT OF ANY BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, EVEN IF QTIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE

FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER CUSTOMER'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE ENTIRE LIABILITY OF QTIL, QTIL'S AFFILIATES, AND THE SUPPLIERS AND LICENSORS OF QTIL AND QTIL'S AFFILIATES, AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, FOR ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED ONE HUNDRED US DOLLARS (USD $100.00).

7 TERM AND TERMINATION.

7.1 Term. This Agreement shall commence on the Effective Date and continue in operation, unless terminated earlier as provided for in this Section 7.

7.2 Termination. Either Party may terminate this Agreement by providing thirty (30) calendar days' prior written notice to the other Party. Either Party may terminate this Agreement if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of written notice specifying the nature of the breach.

7.3 Effect of Termination. In the event of any termination or upon expiration of this Agreement, QTIL shall have no further obligation to provide any Support Services to Customer.

7.4 Survival. The following sections shall survive any expiration or termination of the Agreement: 3 (Ownership and License Grants) excluding Section 3.5 (Right to Use QTIL Deliverables) which shall not survive , 4 (Confidentiality), 5 (Warranty Disclaimer), 6 (Limitation of Liability), 7 (Term and Termination), 8 (General).

8 GENERAL.

8.1 Non-Solicitation. Customer agrees that during the term of performance of any Support Services and for twelve (12) months following the conclusion of any Support Services provided hereunder, Customer shall not solicit for hire any employee of QTIL or its Affiliate who becomes known to Customer through that individual's involvement in performing Support Services to Customer without first obtaining QTIL's prior written consent, which consent may be withheld in QTIL's sole and absolute discretion. The foregoing restriction shall not apply to the employment of any person who responds to a general recruitment advertisement or job posting without being individually solicited.

8.2 Relationships. The relationship between the Parties under this Agreement is solely that of independent contractors, and neither Party is an employer, employee, owner, agent, franchisor, franchisee or representative of the other Party. Neither Party is authorized or empowered to represent the other Party, nor to transact business, incur obligations or buy goods in the other Party's name or for the other Party's account. This Agreement does not constitute, and shall not be deemed to constitute a joint venture or partnership between the Parties, and neither Party shall be deemed to be an agent of the other, or have authority to bind, obligate or make an agreement for the other Party.

8.3 Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to any conflicts of laws concepts. Any dispute, claim or controversy arising out of or relating to this Agreement, or its breach or validity, shall be adjudicated only by a court of competent jurisdiction located in the county of San Diego, State of California, United States of America, and each Party hereby consents to the personal jurisdiction and venue of such courts for that purpose and waives any objections they may raise as to jurisdiction, venue and/or service of process for such courts. The UN Convention on Contracts for the International Sale of Goods is hereby expressly excluded.   THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8.4 Anti-Corruption Laws. Each Party represents and warrants to the other Party that, in connection with the transactions contemplated by this Agreement or in connection with any other business

transactions involving each other, each Party 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* or *The Bribery Act 2010*, in connection with its obligations under this Agreement. Each Party represents and warrants to the other that it has not, and covenants and agrees that it will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving either Party, 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.

8.5   English Language. This Agreement is written in the English language. No translation or other version will have any force or effect.

8.6   <u>Assignment</u>. Neither Party may assign or delegate, by operation of law or otherwise, any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party, except that QTIL may assign its rights and obligations hereunder to any Affiliate without the prior written consent of Customer. Any attempted assignment or delegation in contravention of this Section shall be null and void from inception. QTIL may delegate the performance of any Support Services to subcontractors or consultants without the prior written consent of Customer.

8.7   <u>Entire Agreement</u>. This Agreement, together with the NDA referenced in this Agreement and signed by both Parties, constitutes the sole, final and entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements, understandings and representations whether oral or written and whether or not executed by QTIL and Customer. No modification, variation, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of the Parties.

8.8   <u>Severability</u>. If one or more provisions in this Agreement are ruled entirely or partly invalid or unenforceable by any court or governmental authority of competent jurisdiction, then the validity and enforceability of all provisions not ruled to be invalid or unenforceable shall remain unaffected, the provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the Parties shall reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein.

8.9   <u>Headings</u>. The headings in this Agreement are for convenience only and will not be construed to affect the meaning of any provision of this Agreement.

8.10   <u>Remedies</u>. The rights and remedies provided to each Party herein are cumulative and in addition to any other rights and remedies available to such Party at law or in equity.

8.11   <u>Export Compliance Assurance</u>. The Customer acknowledges that all hardware, software, Source Code and technology (collectively, "<u>QTIL Technology</u>") obtained from QTIL or its Affiliates (i) are subject to the United States government export control and economic sanctions laws, including, without limitation, relevant Executive Orders, the Export Administration Regulations ("<u>EAR</u>", 15 CFR 730 et seq.) administered by the Department of Commerce, Bureau of Industry and Security, and the Foreign Asset Control Regulations (31 CFR 500 et seq.) administered by the Department of Treasury, Office of Foreign Assets Control (OFAC) and (ii) may also be subject to additional export controls under the laws and regulations of other countries as well, including, without limitation, the United Kingdom ((i) and (ii) hereinafter collectively referred to as the "<u>Export Control Laws</u>").

In the distribution of any QTIL Technology hereunder, the Customer and its Affiliates, shall comply with all applicable Export Control Laws, and without limiting the generality of the Customer's obligations under this clause, the Customer shall not export, re-export, transfer or divert any QTIL Technology without prior authorization, to the extent required by applicable Export Control Laws: (i) to any person or entity in a country that is subject to export embargo

or economic sanctions maintained by the United States government or other governmental authorities with jurisdiction, as modified from time to time; (ii) to any person or entity listed on any applicable government list of prohibited and restricted parties, including without limitation, the United States Commerce Department's Denied Parties List, Entity List and Unverified List, the United States Treasury Department's list of Specially Designated Nationals and Blocked Persons, or on any other applicable list of designated parties, including without limitation parties designated by the United Nations, European Union or United Kingdom, ("Listed Person"), or to any entity deemed to be subject to restrictions due to ownership or control by a Listed Person; (iii) for use, directly or indirectly, in any activities relating to the design, development, production, stockpiling, testing or use of weapons of mass destruction (i.e. nuclear, chemical and biological weapons and missiles); or (iv) otherwise in a manner in violation of Export Control Laws. The Customer shall not export QTIL Technology listed in Supplement 2 to part 744 of the EAR for military end uses, as defined in part 744.21, to the People's Republic of China or for a military end-use or to military end-users in Russia or Venezuela. Customer shall also keep itself informed of changes to the Export Control Laws including the current list of countries subject to United States government embargoes. Other countries may also have trade laws pertaining to the export, import, use, or distribution of QTIL Technology, and compliance with same is the responsibility of the Customer.

8.12   Force Majeure. Any delay and/or failure in performance shall not be deemed a breach hereof when such delay or failure is caused by or due to causes beyond the reasonable control and without negligence of the Party charged with such performance hereunder, including, but not limited to, fire, earthquake, flood, accidents, explosions, acts of God and acts of governmental authority or acts of war, power outages, power shortages, acts of terrorism, or acts of a civil or military authority ("Force Majeure"). Each Party shall use commercially reasonable efforts to avoid or minimize the effects of any Force Majeure. Notwithstanding the foregoing, in the event any delay extends for a period of more than three (3) months, either Party shall have the right to terminate this Agreement by written notice to the other Party.

8.13   Enforceability and Electronic Transmission. In terms of the enforceability of this Agreement, the Agreement shall be deemed to be "in writing" and "accepted" by both Parties.   Customer will not contest the validity or enforceability of this Agreement solely because it was concluded electronically.

8.14   Changes. Except to the extent that QTIL is expressly precluded by applicable law, QTIL further reserves the right to make changes to this Agreement on a prospective basis, either to reflect changes in or required by law (including without limitation changes to ensure the enforceability of this Agreement) or changes in business practices, by providing Customer with reasonable notice of the change electronically. If Customer continues to receive Support Services and/ or upload Customer Materials to CSR Support more than sixty (60) calendar days after notice of the change has been given, then Customer shall be deemed to have accepted this change.