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POWERED BY

SNAPDRAGON™ PROCESSORS

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ATTENTION: SUBJECT TO PAYMENT OF THE APPLICABLE FEES, THE DEVELOPMENT PLATFORM HARDWARE THAT IS PART OF THE EINFOCHIPS ERAGON DEVELOPMENT PLATFORM KIT(S) IS BEING SOLD TO YOU. THIS AGREEMENT CONTAINS LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES THAT ARE APPLICABLE TO THE EINFOCHIPS ERAGON DEVELOPMENT PLATFORM KIT(S) AND ANY SUPPORT OR SERVICE(S) THAT EINFOCHIPS MAY PROVIDE TO YOU IN RESPECT TO THE EINFOCHIPS ERAGON DEVELOPMENT PLATFORM KIT(S).

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For the purposes of this Agreement:

“Affiliate” means, with respect to You, eInfochips or a Licensor (as defined below), as the case may be, any corporation or other entity that, at any time, directly or indirectly, Controls, is Controlled by or is under common Control with You, eInfochips or a Licensor, as the case may be (but only as long as such Control exists). For the purpose of this definition, the term “Control” means (i) the beneficial ownership (whether direct or indirect) of more than fifty percent (50%) of the voting power of an entity or (ii) 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 that is now or hereafter owned or controlled by another entity, either directly or indirectly.

“Authorized Trainer” means someone who has been approved in writing by eInfochips to provide training for educational and research purposes with regard to the Eragon Development Platform Kit.

“Development Platform Hardware” means a hardware development platform sold by eInfochips, based on one or more Snapdragon processors by Qualcomm Technologies, Inc. (“QTI”).

“Eragon Development Platform Kit” means collectively (a) the Development Platform Hardware sold by eInfochips to You pursuant to this Agreement, (b) the Development Platform Software incorporated within said Development Platform Hardware, which is licensed by eInfochips to You

pursuant to this Agreement and (c) any accompanying Documentation to said hardware and/or software, which is also licensed by eInfochips to You pursuant to this Agreement.

“Licensor(s)” means any third party that licenses software to eInfochips for use in the Development Platform Software.

“Open Source Software” means any software licensed under Open Source License Terms.

“Open Source License Terms” means the licensing and/or distribution models commonly known as “open source software” or “free software” or any other licensing and/or distribution models pursuant to which software is made generally available to the public in source code form under terms that permit modification and redistribution of such software. By way of example only and without limitation, Open Source License Terms include any versions of the following agreements, licenses or distribution models: (1) the GNU General Public License (GPL); (2) Lesser/Library GPL (LGPL); (3) the Common Development and Distribution License (CDDL); (4) the Artistic License (including without limitation PERL); (5) the Netscape Public License; (6) the Sun Community Source License (SCSL) or the Sun Industry Standards License (SISL); (7) the Apache License; (8) the Common Public License; (9) the Affero GPL (AGPL); (10) the Berkeley Software Distribution (BSD); (11) the Mozilla Public License (MPL); and (12) any other licenses that are defined as OSI (Open Source Initiative) licenses as listed on the opensource.org website.

“Purpose” means the use of an eInfochips Eragon Development Platform Kit to (a) design, develop, evaluate, test and/or demonstrate Your hardware and/or software applications for use in devices that incorporate one or more Snapdragon processors by QTI, and (b) in the case of where You are an Authorized Trainer only, train third parties solely for educational and research purposes.

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“Reciprocal Open Source License Terms” means terms in any license or agreement for software which require, as a condition of use, modification and/or distribution of such software or other software incorporated into, derived from or distributed or combined with such software (a “Work”), any of the following: (a) the making available of source code, object code, or design information regarding the Work; (b) the granting of permission for creating derivative works regarding the Work; or (c) the granting of a royalty-free license to anyone under Intellectual Property Rights in respect to the Work, including, without limitation the GPL and LGPL.

“Documentation” means any and all written or electronic documentation, including user manuals, reference materials, and/or installation manuals that eInfochips generally makes available to purchasers of the Development Platform Hardware and/or licensees of the Development Platform Software.

1. Scope. These terms and conditions apply to EInfochips Development Platform Kit(s) that you receive from eInfochips after completing eInfochips’ online order process for the EInfochips Development Platform Kit(s). Any terms or conditions stated by You in any purchase order or otherwise that are different from, or in addition to, these terms and conditions shall be of no force and effect, and no course of dealing, usage of trade, or course of performance shall be relevant to explain or modify any term expressed in this Agreement. EInfochips expressly rejects additional or different terms.

2. Sale of eInfochips Eragon Development Platform Kit(s). Subject to the terms and conditions of this Agreement, including payment of the applicable fees, eInfochips sells You the number of Eragon Development Platform Kit(s) (excluding any Development Platform Software or Documentation

included within such kits which licensed to You hereunder) that You have ordered and for which you have paid, for use by You solely for the Purpose. You shall not otherwise sell, license, transfer, distribute or in any other manner commercially exploit any part of the eInfochips Eragon Development Platform Kit(s). This Agreement does not grant you any rights to (a) distribute the eInfochips Development Platform Kit(s) or any components therein except in the case whereby you are an Authorized Trainer or (b) commercialize products that incorporate Development Platform Hardware and/or Development Platform Software. If you wish to distribute and/or commercialize products that incorporate the Development Platform Hardware or Development Platform Software, then you must enter into a separate agreement with eInfochips in respect to such distribution rights. eInfochips shall be under no obligation to grant You any such distribution rights.

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4. Restrictions. You agree not to, and will not encourage others to: (i) alter, modify, translate, or adapt any Development Platform Software or create any derivative works based thereon except in the case of any Open Source Software whereby the applicable Open Source License Terms shall apply; (ii) decompile, reverse engineer or disassemble any Development Platform Hardware or otherwise attempt to learn the source code, structure or algorithms underlying any of the Development Platform Software which is provided in object code form only; (iii) copy any Development Platform Hardware or Development Platform Software except as expressly permitted in this Agreement; (iv) assign, sublicense or otherwise transfer any Development Platform Hardware or Development Platform

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6. Open Source Software. The Development Platform Software may contain Open Source Software. The terms and conditions governing your use of such Open Source Software shall be in accordance with the Open Source License Terms associated with such Open Source Software. You shall not make the portions of the Development Platform Software that are proprietary to eInfochips or its Licensors available pursuant to any Open Source License Terms. You shall not use, combine, modify, distribute, make the Development Platform Software a derivative work of or otherwise exploit the Development Platform Software in connection with any Reciprocal Open Source Software in any manner that would cause the Development Platform Software to become subject to any Reciprocal Open Source License Terms, and You shall restrict each of Your subcontractors and customers in the same manner.

7. Feedback. EInfochips may from time to time receive suggestions, feedback or other information from you concerning the Development Platform Hardware, Development Platform Software and/or Documentation. Any suggestions, feedback or other disclosures made by you are and shall be entirely voluntary on your part. Notwithstanding any other term in this Agreement, eInfochips and its Licensors shall be free to use your suggestions, feedback or other information in the further development of the Development Platform Hardware, Development Platform Software and/or

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8. Technical Support and Updates. Notwithstanding anything to the contrary hereunder, You acknowledge and agree that eInfochips and its Licensors (i) are under no obligation to provide any form of technical support for the eInfochips Development Platform Kit(s); and (ii) have no obligation to provide any Updates under this Agreement. If EInfochips chooses to provide any form of support or information relating to the EInfochips Development Platform Kit(s), such support and information shall be deemed confidential and proprietary to EInfochips and/or its Licensors, as the case may be, and shall be protected in accordance with Confidentiality. To the extent eInfochips makes available one or more Updates, Your use of such Updates shall be governed by the terms and conditions of this Agreement unless an end user license agreement is included within such Updates in which case Your use of such Updates shall be governed by the terms and conditions of such end user license agreement.

9. Training. To the extent You are an Authorized Trainer and solely with respect to You as an Authorized Trainer, You may loan EInfochips Development Platform Kit(s), which You have ordered from EInfochips, solely to the individuals that You are training provided that (a) each such individual has an agreement in place with You that imposes obligations on such individual substantially equal to those herein prior to Your distribution of such kit; (b) each such individual acknowledges and agrees in his/her agreement with You that he/she shall only use the EInfochips Development Platform Kit for his/her personal non-commercial and educational use; (c) each such individual is required to return the EInfochips Development Platform Kit to You at the end of such training session and (d) You shall remain directly liable to EInfochips and its Licensors for any misuse of the EInfochips Development Platform Kit, including but not limited to any Development Platform Software, by any such individual.

10. Price and Payment. The price for the eInfochips Development Platform Kit(s) shall be as set forth on the online portal for the EInfochips Development Platform Kit(s) and you shall pay for the EInfochips Development Platform Kit(s) in advance by credit card or other means as agreed by EInfochips in writing with you. You shall pay all applicable shipping charges and sales, valued added, use, withholding or similar taxes, import and export fees and duties, exclusive of eInfochips' net income. If You are required by any law or regulation to make any deduction or withholding, on account of tax or otherwise, from any payment to EInfochips under this Agreement, You shall pay such additional amount to the invoiced amount as to ensure that EInfochips receives in cleared funds the total amount payable to it under this Agreement

11. Delivery. eInfochips shall deliver the Eragon Development Platform Kit(s) to You upon payment via credit card to EInfochips or as otherwise agreed by EInfochips in writing. The Eragon Development Platform Kit(s) will be shipped from eInfochips' manufacturing or storage facility. You will be able to select the different shipping options of Fedex and the total billing amount will be updated based on the option selected. The standard lead time for product dispatch will be 72 hours. However if there is any delay due to internal issues, EInfochips will proactively update You about the new shipping date. Once the shipment is shipped, EInfochips will provide the tracking number to the customer.

12. Confidentiality. The eInfochips Eragon Development Platform Kit(s) and all related information provided hereunder are confidential and proprietary to eInfochips and/or its Licensors. You agree that you will only use the eInfochips Eragon Development Platform Kit(s) and all related information for the Purpose set forth in this Agreement. Unauthorized use or disclosure of the EInfochips Development Platform Kit(s) and/or all related information would cause irreparable harm and significant injury to EInfochips and/or its Licensors that would be difficult to ascertain or quantify; accordingly You agree that EInfochips and/or its Licensors shall have the right to obtain injunctive or other equitable relief to enforce the terms of this Agreement without limiting any other rights or remedies.

13. Term. This Agreement shall commence on the date eInfochips accepts your order for the EInfochips Development Platform Kit(s), and shall continue until terminated in accordance with Section 14 (Termination).

14. Termination. This Agreement shall terminate immediately, without notice, if you fail to comply with any term or condition of this Agreement. If either party files a petition in bankruptcy or is adjudicated a bankrupt, or if a petition in bankruptcy is filed against either party and such petition is not discharged within sixty (60) days of such filing, or if either party becomes insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if either party discontinues its business or if a receiver is appointed for it or its business, this Agreement shall automatically terminate without any notice whatsoever being necessary. In addition, eInfochips may terminate this Agreement at any time upon notice to you or by posting notice on eInfochips' website located at www.eragon.einfochips.com. Termination of this Agreement shall be without prejudice to any other remedy which may be available to EInfochips due to default of this Agreement. Upon termination of this Agreement for any reason, all licenses granted by EInfochips to you under this Agreement shall terminate, and shall immediately, at eInfochips' option, either return or destroy (and certify to the same) the EInfochips Development Platform Kit(s), including all confidential information of EInfochips and its Licensors. Any termination of this Agreement shall not prejudice eInfochips' right to recover any sums due or accrued at the time of such termination and shall not prejudice any cause of action or claim accrued or to accrue on account of any breach or default. The parties' rights and obligations which by their sense and context are intended to survive any termination or expiration of this Agreement shall so survive, including but not limited to, Section 4 (Restrictions), Section 5 (Ownership), Section 7 (Feedback), 10 (Price and Payment), Section 12 (Confidentiality), Section 14 (Termination), Section 15 (Disclaimer of Warranty), Section 16 (Limitation of Liability), Section 17 (Indemnification), Section 18 (Covenant Not to Assert), Section 19 (Government Compliance), Section 20 (U.S. Government End Users), Section 21 (Third Party Beneficiary) and Section 23 (Miscellaneous).

15. Disclaimer of Warranty. THE EINFOCHIPS DEVELOPMENT PLATFORM KIT(S) IS PROVIDED TO YOU "AS IS." EINFOCHIPS, ITS LICENSORS AND THEIR RESPECTIVE AFFILIATES DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS REGARDING THE EINFOCHIPS DEVELOPMENT PLATFORM KIT(S), WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, MERCHANTABILITY QUALITY, DURABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EINFOCHIPS, ITS LICENSORS AND THEIR RESPECTIVE AFFILIATES DO NOT WARRANT THAT THE OPERATION OF THE EINFOCHIPS DEVELOPMENT PLATFORM KIT(S) WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED IN THOSE JURISDICTIONS.

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19. Government Compliance. You shall be solely responsible for knowing and complying with any and all applicable federal, state and local statutes, laws and regulations, including, but not limited to, knowing and complying with any applicable Federal Communications Commission rules and

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22. Non-Exclusive. 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 of rights.

The restrictions, limitations, exclusions and conditions set forth in this Agreement shall apply even if eInfochips, its Licensors or any of their Affiliates become aware of or fails to act in a manner to address any violation or failure to comply therewith. 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. EInfochips and You are independent contractors and agree that this Agreement does not establish a joint venture, agency relationship, or partnership. This Agreement is the entire and exclusive agreement between EInfochips and You with respect to the EInfochips Development Platform Kit(s) which You have received hereunder and supersedes all prior agreements between EInfochips and You, along with any other communications (whether written or oral) between EInfochips and You. No purchase order or other ordering document of Yours which purports to modify or supplement the printed text of this Agreement shall add to or vary the terms of this Agreement unless signed by an authorized representative of each of the parties.