

QUALCOMM Atheros, INC.  
TECHNOLOGY LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY: This Technology License Agreement ("Agreement") is a legally binding agreement between you (either an individual or a single entity) ("You" or "Sublicensee") and NXP USA, Inc. ("Sublicensor") for the software ("Software"), hardware design files, and related documentation licensed by Sublicensor from Qualcomm Atheros, Inc. ("QCA") that accompanies this Agreement (collectively, "Technology"). Sublicensor and Sublicensee are hereinafter referred to jointly as the "Parties" and each individually as a "Party."

BY INSTALLING, COPYING, OR USING THE TECHNOLOGY YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY AND RIGHT TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE TECHNOLOGY.

In consideration of the mutual covenants contained in this Agreement and such good and valuable consideration, the sufficiency of which is hereby recognized, Sublicensor and Sublicensee, intending to be legally bound, agree as follows:

1. Software License Grant. Exclusively in conjunction with Sublicensee's development and sale of products containing a QCA or QCA affiliate chipset ("Approved Equipment"), Sublicensor grants Sublicensee a non-exclusive, non-sublicensable (except to a Contractor as defined below), revocable license under Sublicensor's copyright rights to: (i) with respect to Software in object code format: use and distribute the Software and derivative works only as part of Approved Equipment provided that Sublicensee requires the recipients to enter into a binding license agreement which includes restrictions on the disclosure and use of the Software substantially consistent with this Agreement (including, but not limited to restrictions against reverse engineering, decompiling or disassembling such Software or derivative works thereof), and (ii) with respect to Software in source code format: (a) modify and prepare derivative works of the Software ("Sublicensee Modifications") only for use in or with Approved Equipment, (b) use and copy the Software only for use in or with Approved Equipment, and (c) generate object code of the Software and of Sublicensee Modifications for use as permitted above. Sublicensor reserves all rights not expressly granted to Sublicensee.
2. Hardware Design Files. Sublicensee may use, copy and modify the hardware design files solely for purposes of developing and supporting Approved Equipment.
3. Documentation. Sublicensee may (i) use and copy the provided documentation solely in connection with the development and support of Approved Equipment, and (ii) modify the provided documentation by incorporating all or any portion of it into Sublicensee's own documentation, and distribute Sublicensee's own documentation to purchasers of Approved Equipment. Other than to list a QCA chipset as an element of Approved Equipment, Sublicensee may not use QCA's name, brand, or trademark without QCA's prior written permission.
4. Support Tools License Grant. Sublicensor may make certain software support tools and related documentation ("Support Tools") available to Sublicensee. Such Support Tools may be used solely in connection with the internal testing, evaluation and development of Approved Equipment or software applications that are supported

on Approved Equipment. Sublicensee may not in any way commercially exploit, distribute or disclose the Support Tools without the prior written consent of Sublicensor.

5. Contractors. Sublicensee may sublicense the rights under Section 1 (ii) to a person or entity that is not a QCA Competitor (a "Contractor") solely to enable the Contractor to perform development services for Sublicensee, provided the Contractor agrees in writing to: (a) abide by all of the provisions of this Agreement applicable to such source code, including restrictions on the disclosure and use of the source code, and (b) return to Sublicensee or destroy all copies of any provided source code upon request or upon completion or termination of the development services. In addition to the requirements set forth herein, Sublicensee will be responsible for ensuring the Contractor's compliance with that agreement and hereby agrees to require and enforce terms similar to that which Sublicensee uses to protect its own source code and most highly confidential information. For purposes of this provision, a "QCA Competitor" means a person or entity that designs, develops, manufactures or markets any integrated circuit, device or software in WLAN, wired networking, Ethernet, Bluetooth, FM, powerline communications, position location (including, but not limited to, GPS, GNSS, sensor-assisted positioning, and precise indoor positioning), small cell, or PON technology, or that provides baseband, media access control (MAC-layer) or radio-frequency front-end functionality for wireless systems using unlicensed radio spectrum.

6. Restrictions. Except as expressly permitted herein, Sublicensee shall not distribute, disclose, sell, lease, sublicense or otherwise transfer the Technology or Support Tools, in whole or in part, to any third party or remove or alter the copyright, trademark or trade name or other proprietary or confidential notices or labels appearing on any Technology or Support Tools. With respect to any Technology or Support Tools in object code format, Sublicensee shall not translate, reverse engineer, decompile or disassemble such Technology or Support Tools, or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Technology or Support Tools. In Sublicensee's exercise of the rights granted under this Agreement, Sublicensee will not take any action or enter any agreement that would result in any contractual requirement that Sublicensor, QCA, or Sublicensee make available to a third party any of the Technology, Support Tools or Sublicensee Modifications.

7. IP Ownership, Covenant. The Technology and Support Tools are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Technology and Support Tools are licensed, not sold. Title does not pass to Sublicensee. There is no implied license, right or interest granted in any copyright, patent, trade secret, trade name, trademark, invention or other intellectual property right. QCA and Sublicensor, as applicable, are and will be the sole owners of all right, title and interest, including all the intellectual property rights, in and to the Technology, and all modifications, enhancements, updates, upgrades and derivative works thereof made by or for QCA or Sublicensor. Subject to QCA's or Sublicensor's ownership in the Technology, Sublicensee will own all right, title and interest, including all the intellectual property rights, in and to Sublicensee Modifications, and all derivative works thereof made by or for Sublicensee (excluding derivative works made for Sublicensee by Sublicensor). Sublicensee hereby grants, and agrees to grant to QCA, QCA's

affiliates, and Sublicensor, a non-exclusive, fully exhaustive, perpetual, irrevocable, worldwide, transferable, fully-paid, unrestricted, royalty-free license (with rights to sublicense) to make, use, distribute, reproduce, modify, create derivative works, sell and otherwise commercialize products and services incorporating all or any portion of the Sublicensee Modifications made subject to Section 1(ii)(a) for any purpose.

8. Feedback. Sublicensee agrees that any feedback, ideas, schematics, designs, code and any other documentation or technology including updates or upgrades that Sublicensee provides to Sublicensor regarding the Technology, Support Tools or otherwise, or any suggested improvements thereto (together, the “Feedback”) will be the exclusive property of QCA. To the extent Sublicensee owns any rights in such Feedback, Sublicensee hereby agrees to, and hereby does, assign all right, title and interest in and to the Feedback to QCA. If Sublicensee possess or owns any right, title or interest in or to any Feedback that may not be assigned to QCA under applicable law, Sublicensee will grant to QCA an exclusive, perpetual, irrevocable, assignable, sublicenseable, unrestricted, worldwide, fully paid up, royalty-free, and unlimited right and license to fully use, practice and exploit such non-assignable Feedback. Sublicensee agrees to perform all acts reasonably requested by QCA to perfect and enforce such rights.

9. Third Party Rights.

9.1 Third Party Software Supplied. The Technology and Support Tools may contain or link to certain software code and/or materials, including, without limitation, open source software components, that are written or owned by third parties (“Third Party Software”). Third Party Software is subject to the license terms and disclaimers provided by the licensor. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SUBLICENSEE’S USE OF EACH ITEM OF THIRD PARTY SOFTWARE IS GOVERNED BY ITS APPLICABLE TERMS, AND QCA AND SUBLICENSOR ASSUME NO RESPONSIBILITY FOR, AND MAKE NO WARRANTY WITH RESPECT TO, THIRD PARTY SOFTWARE.

9.2 Published Standards; Royalty Obligations. Sublicensee understands and acknowledges that third parties may claim that a royalty or other fee is due to them as a result of the adherence of Software to published standards. Any such fees are Sublicensee’s sole responsibility.

10. Confidentiality. “Confidential Information” means: (i) any information disclosed by Sublicensor to Sublicensee, either directly or indirectly, by any means (whether in writing, orally or visually, or by permitting inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment)), provided such information is designated as “Confidential”, “Proprietary” or some similar designation at the time of disclosure, and (ii) the Technology and Support Tools, whether or not so designated. Confidential Information does not, however, include any information that Sublicensee demonstrates: (a) is legally and publicly available, other than through a breach of Sublicensee’s obligations under this Section 10 (Confidentiality), (b) Sublicensee received, without an obligation of confidentiality, from a third party that was entitled so to disclose it, or (c) is independently developed by Sublicensee without use of or reference to Confidential Information. Nothing in this Agreement will prevent Sublicensee from disclosing Confidential Information to the extent Sublicensee is required by law to disclose such Confidential

Information, provided Sublicensee gives Sublicensor prompt written notice of that requirement prior to such disclosure and cooperates with Sublicensor's efforts to obtain an order protecting the information from public disclosure.

10.1 Non-use and Non-disclosure. Sublicensee agrees not to disclose Confidential Information other than to Sublicensee's employees and contractors who have a need to know to exercise the rights and licenses granted to Sublicensee herein, and not to use Confidential Information other than in the exercise of such rights and licenses. Sublicensee agrees that prior to any disclosure by Sublicensee of Confidential Information to an employee or contractor, Sublicensee will have entered into a written non-disclosure agreement with such person, containing terms at least as strict as those contained in this Section 10. Sublicensee may not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody Confidential Information and that are provided hereunder.

10.2 Maintenance and Return of Confidential Information. Sublicensee agrees to take reasonable measures to protect the secrecy of and avoid the unauthorized disclosure or use of Confidential Information, including at least those measures that Sublicensee takes to protect its own most highly confidential information. Sublicensee may not make any copies of Confidential Information except as expressly permitted by this Agreement or as approved by Sublicensor in advance, in writing. Sublicensee must reproduce all proprietary right notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Sublicensee agrees to promptly return to Sublicensor or destroy, at Sublicensor's request, all copies of Confidential Information, in whatever form or media, and to certify to Sublicensor in writing that it has done so.

11. Termination. Upon any violation of any of the provisions of this Agreement, Sublicensee's rights to use the Technology and Support Tools will automatically and immediately terminate and Sublicensee shall destroy all copies of the Technology and Support Tools, and to certify to Sublicensor in writing that Sublicensee has done so.

11.1 Survival. Termination or expiration of this Agreement will not affect object code sublicenses granted to purchasers of Approved Equipment pursuant to Section 1 (Software License Grant) prior to expiration or termination, each of which will remain in effect in accordance with its terms. In addition 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 Sections 6 (Restrictions), 7 (IP Ownership, Covenant) 8 (Feedback), 9 (Third Party Software Supplied), 10 (Confidentiality), 11 (Termination), 12 (No Warranty; Limitation of Liability), 13 (Indemnity), 14 (Export), 15 (Third Party Beneficiaries), 16 (Reservation of Rights), 17 (High Risk Applications), 18 (Equitable Remedies), 19 (Governing Law, Exclusive Jurisdiction and Venue), and 20 (General) hereof.

12. No Warranty; Limitation of Liability. THE TECHNOLOGY AND SUPPORT TOOLS ARE PROVIDED AS-IS, AND SUBLICENSOR MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND YOU USE THE TECHNOLOGY AND SUPPORT TOOLS AT YOUR OWN RISK. NOTWITHSTANDING ANY OTHER AGREEMENT BETWEEN THE PARTIES, SUBLICENSOR,

SUBLICENSOR'S AFFILIATES, AND SUBLICENSOR'S LICENSORS SHALL HAVE NO INDEMNIFICATION OR DEFENSE OBLIGATIONS ARISING FROM THE TECHNOLOGY, SUPPORT TOOLS OR ANY OUTPUT OR RESULTS BASED ON THE USE OF THE TECHNOLOGY OR SUPPORT TOOLS. SUBLICENSOR, SUBLICENSOR'S AFFILIATES AND SUBLICENSOR'S LICENSORS WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL THEORY FOR ANY DAMAGES OF ANY KIND, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHERWISE, ARISING IN CONNECTION WITH THE TECHNOLOGY OR SUPPORT TOOLS. SUBLICENSOR, SUBLICENSOR'S AFFILIATES' AND SUBLICENSOR'S LICENSORS' TOTAL, CUMULATIVE LIABILITY FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER WILL NOT EXCEED THE LESSER OF: (I) THE AMOUNTS RECEIVED BY QCA FOR ANY TECHNOLOGY OR SUPPORT TOOLS PROVIDED TO SUBLICENSEE HEREUNDER, OR (II) ONE HUNDRED DOLLARS (\$100). THESE LIMITATIONS AND DISCLAIMERS REFLECT THE PARTIES' REASONABLE ALLOCATION OF THE RISKS ASSOCIATED WITH ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, AND ARE INCLUDED IN THIS AGREEMENT AS A MATERIAL INDUCEMENT FOR SUBLICENSOR TO ENTER INTO THIS AGREEMENT.

13. Indemnity. You agree to fully defend and indemnify SUBLICENSOR, SUBLICENSOR'S affiliates, QCA, and QCA's affiliates from any and all claims, liabilities, and costs (including reasonable attorney's fees) related to (i) your use of the Technology and Support Tools, or (ii) your violation of the terms and conditions of this Agreement.

14. Export. Sublicensee acknowledges that the Technology, Support Tools or any other products or materials (collectively, "Products") obtained from Sublicensor or its affiliates are subject to US export control and economic sanctions laws, orders and regulations including without limitation the Export Administration Regulations ("EAR", 15 CFR 730 et seq., <http://www.bis.doc.gov/>) administered by the Department of Commerce, Bureau of Industry and Security, and the Foreign Asset Control Regulations (31 CFR 500 et seq., <http://www.treas.gov/offices/enforcement/ofac/>) administered by the Department of Treasury, Office of Foreign Assets Control ("OFAC"). Sublicensee shall not take any action relating to the Products that causes Sublicensor or its affiliates to violate any such laws, orders, or regulations. Sublicensee shall not directly or indirectly export, re-export, transfer or release (collectively, "Export") any Products or direct product thereof to any destination, person, entity or end use prohibited or restricted under US laws without prior US government authorization to the extent required by applicable regulation. The US government maintains embargoes and sanctions against certain countries, currently Cuba, Iran, North Korea, Sudan (N), Syria and Crimea region of Ukraine, but any amendments to the countries under a US embargo or sanction shall apply. Sublicensee agrees not to directly or indirectly employ any Products received from Sublicensor or its affiliates in missile technology, sensitive nuclear or chemical biological weapons activities, or prohibited military activity, or in any manner Export any Products to any party for any such end use, as defined in Part 744 of the EAR. Sublicensee shall not Export any Products to any party listed on any of the denied parties' lists or specially designated nationals lists maintained under said regulations without prior US government authorization to the extent required by regulation. Sublicensee acknowledges that other countries may have trade laws pertaining to the Export, import, use, or distribution of Products, and that compliance with same is the responsibility of the Sublicensee. This section shall survive the expiration or termination of this Agreement.

15. Third Party Beneficiaries. No provision of this Agreement is intended or

will be construed to confer upon or give to any person or entity other than Sublicensee and Sublicensor any rights, remedies or other benefits under or by reason of this Agreement, provided, however, the Parties hereby agree that QCA is a third-party beneficiary of this Agreement, and that the terms of this Agreement are enforceable by QCA in addition to being enforceable by and against the Parties. Notwithstanding the foregoing, the Parties acknowledge that QCA shall not be liable for any warranty, indemnity or any other obligation under this Agreement.

16. Reservation of Rights. Except for any express copyright rights granted by Sublicensor in Section 1 (Software License Grant) and Section 4 (Support Tools License Grant) of this Agreement, neither this Agreement, nor any act by Sublicensor, QCA, or its affiliates pursuant to this Agreement, or relating to the Technology and/or Support Tools (including, without limitation, the provision by Sublicensor, QCA or its affiliates of the Technology and/or Support Tools) shall convey or otherwise provide to Sublicensee or any other entity or person, including any affiliates of Sublicensee or QCA, any intellectual property rights in or to any Technology and/or Support Tools or any portion thereof. Neither Sublicensor, QCA, nor any of its affiliates delivering the Technology and/or Support Tools or portion thereof hereunder, is authorized to sell or license any Technology and/or Support Tools or portion thereof under the patents of QUALCOMM Incorporated or Snaptrack, Inc. Accordingly, neither the sale, license or provision of the Technology and/or Support Tools or any portion thereof by Sublicensor, QCA or its affiliates nor any provision of this Agreement shall be construed as to grant to Sublicensee either expressly, by implication or by way of estoppel, any license or other right under any of such patents of QUALCOMM Incorporated or Snaptrack, Inc. Sublicensee, on behalf of itself and its affiliates, agrees not to contend in any context that, as a result of the provision or use of any Technology and/or Support Tools or any portion thereof, Sublicensor, QCA, or its affiliates has any obligation to extend, or Sublicensee or any other party has obtained any right to, any license, whether express or implied, with respect to any patent of QUALCOMM Incorporated or Snaptrack, Inc. for any purpose.

17. High Risk Applications. The Technology and Support Tools are not designed or warranted for use with chips other than a QCA chipset. The Technology, Support Tools, and QCA chipsets are not warranted by Sublicensor for use in developing, or for incorporation into, products or services used in applications or environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support machines, surgically implanted devices, weapons systems, or other applications, devices or systems in which the failure of a QCA chipset, the Technology or Sublicensee Modifications could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Notwithstanding any other provision of this Agreement, You may not use or permit any third party to use the Technology or derivative works thereof in connection with any High Risk Activities. You assume all risk of such uses, and if You or your customers (at any tier) use or permit the use of any such item(s) in connection with High Risk Activities, You agree to indemnify, defend and hold Sublicensor and QCA harmless from all claims, expenses and liability arising as a result of such use.

18. Equitable Remedies. You hereby acknowledge that your breach of this Agreement may cause immediate and irreparable damage to Sublicensor for which there may be no adequate remedy at law, and hereby agree that Sublicensor shall be

entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

19. Governing Law, Exclusive Jurisdiction and Venue. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the internal laws of the State of California without regard to its conflict of laws provisions. The provisions of the UN Convention on Contracts for the International Sale of Goods will not apply. Each Party hereby agrees that any action, suit or proceeding ("Action") that arises, in whole or in part, under or in connection with this Agreement will be adjudicated only by a court of competent jurisdiction in the county of San Diego, State of California, and irrevocably and unconditionally consents and submits to the personal jurisdiction of such courts for purposes of any such Action, and irrevocably and unconditionally waives any objection to the laying of venue of any Action in any such court.

20. General. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect. The Parties agree to negotiate in good faith substitute provisions, which reflect the Parties' intent when entering into this Agreement. This Agreement may not be assigned or transferred by Sublicensee, voluntarily, by operation of law or otherwise, without QCA's prior written consent. No provision of this Agreement is intended or will be construed to confer upon or give to any person or entity other than Sublicensee any rights, remedies or other benefits under or by reason of this License. The original language of this Agreement is in English. Sublicensee waives any right to have this Agreement written in any other language, regardless of whether Sublicensee's country of incorporation is English speaking. The failure of either Party to enforce at any time, or for any period of time, the provision hereof shall not be construed to be a waiver of such provisions or of the right of such Party to enforce each and every such provision. This Agreement is intended as the complete agreement between the Parties and shall supersede all prior agreements (written or oral) with respect to the subject matter hereof, and may be modified only in a writing signed by both Parties.