

QUALCOMM Atheros, Inc.
TECHNOLOGY SUBLICENSE AGREEMENT

BEFORE DOWNLOADING ANY PART OF THE LICENSED TECHNOLOGY (DEFINED BELOW) FOR YOUR USE, YOU ARE REQUESTED TO ENTER INTO THIS TECHNOLOGY LICENSE AGREEMENT (“AGREEMENT”). PLEASE READ THIS AGREEMENT BEFORE YOU SELECT THE OPTION STATING "I (AS AN INDIVIDUAL OR THE LEGAL ENTITY THAT I REPRESENT) HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND ACCEPT THEM" (“ACCEPT BOX”) AND BEFORE YOU DOWNLOAD THE LICENSED TECHNOLOGY. BY SELECTING THE ACCEPT BOX AND BY DOWNLOADING THE LICENSED TECHNOLOGY, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AS SUBLICENSEE (AS DEFINED BELOW) AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY AND RIGHT TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT SELECT THE ACCEPT BOX AND DO NOT DOWNLOAD THE LICENSED TECHNOLOGY.

YOU ARE ADVISED TO PRINT THIS AGREEMENT FOR YOUR RECORDS AND/OR SAVE IT TO YOUR COMPUTER.

THIS AGREEMENT IS A LEGALLY BINDING AGREEMENT ENTERED INTO BETWEEN TANTIV4, INC., WITH PRINCIPAL BUSINESS ADDRESS AT 830 HILLVIEW COURT, #270, MILPITAS, CA 95035 (“SUBLICENSOR”) AND YOU (AS AN INDIVIDUAL) OR, WHERE APPLICABLE, THE LEGAL ENTITY THAT YOU REPRESENT (“SUBLICENSEE”) AS OF THE DATE THAT SUBLICENSEE SELECTS THE ACCEPT BOX (HEREINAFTER REFERRED TO AS THE “EFFECTIVE DATE”). SUBLICENSOR AND SUBLICENSEE ARE HEREINAFTER REFERRED TO JOINTLY AS THE “PARTIES” AND EACH INDIVIDUALLY AS A “PARTY”.

In consideration of the mutual covenants set forth below, the Parties, intending to be legally bound, agree as follows:

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. 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. “Approved Equipment” means equipment that incorporates one or more Components.
- 1.2. “Component” means a semiconductor product sold under Licensor’s label or manufactured under license from Licensor.
- 1.3. “Development Hardware” means Components and boards that: (i) are purchased by Sublicensee directly from Licensor (or Licensor’s affiliated company) for use solely in developing Approved Equipment and Sublicensee Modifications, and (ii) will not be resold, either on a stand-alone basis or in or with other equipment.
- 1.4. “Error” means a problem that causes Licensed Software not to operate substantially in conformance with its Technical Documentation.

- 1.5. “Excluded Code” means files and groups of files that are governed by a separate (e.g., signed or click-wrapped terms, or terms provided within the file itself and acknowledged through use of the file) license agreement. Software licensed by Sublicensee under GPL, BSD or other open source licenses is Excluded Code unless agreed by Sublicensor otherwise in writing.
- 1.6. “Intellectual Property Rights” means patents, trade secrets, trademarks, tradenames, service marks, mask works, copyrights, and applications for any of the foregoing, know-how, confidential information and any other intellectual property rights throughout the world.
- 1.7. “Licensed Software” means each and all of the following: (i) Licensor’s software file or group of files (excluding Reference Designs, or software governed by a separate written license agreement) that Sublicensor provides to Sublicensee, with authorization from Licensor, during the Term, which in Licensor’s sole discretion, may be in either Source Code and/or Object Code form and (ii) an Update obtained from Sublicensor during the Term. “Licensed Software” excludes and does not mean Excluded Code.
- 1.8. “Licensed Technology” means each and all of the following provided to Sublicensee during the Term: (i) Reference Designs, (ii) Licensed Software, (iii) the Technical Documentation, and (iv) Sublicensor end user documentation.
- 1.9. “Licensor 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.
- 1.10. “Licensor” means Qualcomm Atheros, Inc., having its principal place of business at 1700 Technology Drive, San Jose, CA 95110, USA.
- 1.11. “Object Code” means Licensed Software or Sublicensee Modifications generated from a compiler in machine-readable form that can be executed by a processor or linked with libraries to create an executable.
- 1.12. “Reference Design” means the Gerber files and other computer code provided to Sublicensee by Sublicensor during the Term that accommodates a Component.
- 1.13. “Source Code” means Licensed Software or Sublicensee Modifications in human readable program statements written by a programmer in a high-level or assembly language that are not directly readable by a computer.
- 1.14. “Sublicensee Documentation” means any documentation of Licensed Software or Sublicensee Modifications supplied by Sublicensee to Sublicensee’s customers.
- 1.15. “Sublicensee Modifications” means each and all of the following: (i) any change to Licensed Software developed by or for Sublicensee under this Agreement, and (ii) other software developed by or for Sublicensee under this Agreement for use with Licensed Software or using any application programming interfaces in Licensed Software. “Sublicensee Modifications” does not include any software, including any change to Licensed Software, developed for Sublicensee by Licensor or by Sublicensor pursuant to a separate agreement.
- 1.16. “Technical Documentation” means documentation of Licensed Software or of a Reference Design that Sublicensor provides to Sublicensee during the Term, other than end user documentation of Licensed Software.
- 1.17. “Update” means a version of a software file or group of files (released after the date Sublicensee first obtains the Licensed Software) that Sublicensor makes generally available during the Term,

without additional charge, to all customers.

2. PERMITTED USES AND RESTRICTIONS

2.1. General. Licensed Software and Reference Designs are licensed, not sold, to Sublicensee, for use only as permitted by this Agreement. Sublicensor and Licensor reserve all rights not expressly granted to Sublicensee. The rights granted below are non-exclusive, and are limited to Licensor's and Sublicensor's Intellectual Property Rights in Licensed Software and Reference Designs.

2.2. Grant. Subject to the terms and conditions of this Agreement:

2.2.1 Source Code of Licensed Software. During the Term, Sublicensee may use, copy and modify the Source Code of Licensed Software, solely to:

- (i) develop Sublicensee Modifications for use in or with Approved Equipment,
- (ii) generate Object Code of Licensed Software for use as permitted in Section 2.2.3 (Object Code), and
- (iii) develop Approved Equipment.

2.2.2 Source Code of Sublicensee Modifications. During the Term, Sublicensee may use, copy and modify the Source Code of Sublicensee Modifications, solely to:

- (i) generate Object Code of Sublicensee Modifications developed pursuant to clause 2.2.1(i) for use as permitted in Section 2.2.3 (Object Code), and
- (ii) develop Approved Equipment.

2.2.3 Object Code. During the Term, Sublicensee may:

- (i) use the Object Code of Licensed Software, and of Sublicensee Modifications only when embedded in Approved Equipment or as a driver of a Component;
- (ii) manufacture, have manufactured, import, offer to sell and sell (directly and indirectly) Approved Equipment incorporating such Object Code, and
- (iii) sublicense the foregoing rights under Section 2.2.3(i) to end users of Approved Equipment pursuant to a binding software license agreement, which includes restrictions on the disclosure and use of the Licensed Software substantially consistent with this Agreement, including, but not limited to those restrictions contained in Sections 2.3 (No Open Source), Sections 2.4 (Restrictions), Section 6.1 (Disclaimer of Warranties), Section 7 (Limitation of Liability) and Section 11.7 (Export Law Assurances). Sublicensee will be responsible for ensuring compliance with that agreement and hereby agrees to enforce such terms in a manner similar to that which Sublicensee uses to protect its own software and most highly confidential information.

2.2.4 Reference Designs. During the Term, Sublicensee may use, copy and modify the Reference Designs solely to develop, manufacture and have manufactured, and support, Approved Equipment.

2.2.5 Documentation, Branding. During the Term, Sublicensee may:

- (i) use and copy Technical Documentation solely in connection with the development, manufacture and support of Approved Equipment; and
- (ii) subject to the requirements of this Section 2.2.5 (Documentation, Branding), modify the Sublicensor end user documentation Sublicensor supplies to Sublicensee by incorporating all or any portion of it into Sublicensee Documentation, and distribute (directly and indirectly) Sublicensee Documentation to purchasers of Approved Equipment.

Other than to list a Component as an element of Approved Equipment, Sublicensee Documentation and Approved Equipment may not be branded with Licensor's name or brand without Licensor's prior written permission. Sublicensee shall not reference Licensor or Sublicensor in Sublicensee Documentation or elsewhere, as a contact for technical support. Sublicensee may use a third-party fulfillment house to produce Sublicensee Documentation; Sublicensee is responsible for ensuring such third party's compliance with the terms of this Agreement.

2.3. No Open Source. 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 Licensor, Sublicensor or Sublicensee make available to a third party any of the Source Code of Licensed Software or Sublicensee Modifications.

2.4. Restrictions. Each copy of Licensed Software must include all copyright and other proprietary notices contained on the original copy of that software. Each copy of Sublicensee Modifications must include a copyright or other notice sufficient to provide notice of Licensor's Intellectual Property Rights in Licensed Software from which Sublicensee Modifications were derived.

Except to the extent permitted in this Section 2 (Permitted Uses and Restrictions) or by applicable law, Sublicensee may not (and may not allow anyone else to): (i) copy, decompile, decrypt, reverse engineer, disassemble, modify, or create derivative works of any Licensed Technology or Development Hardware, or attempt to reconstruct or discover any Source Code or underlying ideas or algorithms of Licensed Software or Sublicensee Modifications, (ii) remove, alter or obscure any product identification, copyright or other intellectual property notices embedded within or on the Licensed Technology or any Development Hardware, or (iii) publish, disclose, sell, rent, lease, lend, distribute, sublicense or provide Licensed Technology or any Development Hardware to any third party.

2.5. Delivery. The Licensed Technology will be made available to Sublicensee in electronic format for download, using a user authorization mechanism (i.e., password). Sublicensee may provide the authorization mechanism only to its employees on a need-to-know basis.

2.6. Contractors. During the Term, Sublicensee may sublicense the rights under Section 2.2.1(i) and (ii) (Source Code of Licensed Software) to a person or entity that is not a Licensor Competitor (a "Contractor") solely to enable the Contractor to perform development services solely for Sublicensee, provided the Contractor agrees in writing to: (a) abide by all 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. 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.

3. INTELLECTUAL PROPERTY

3.1. Ownership. Licensor and Sublicensor, as applicable, are and will be the sole owner(s) of all right, title and interest, including all the Intellectual Property Rights, in and to the Licensed Technology, and all modifications, enhancements, updates, upgrades and derivative works thereof made by or for Licensor or Sublicensor. Subject to Licensor or Sublicensor's ownership in the Licensed Technology, Sublicensee will be the sole owner of all right, title and interest, including all the Intellectual Property Rights, in and to Sublicensee Modifications and Sublicensee Documentation, and all derivative works thereof made by or for Sublicensee (excluding derivative works made for Sublicensee by Sublicensor). Sublicensee agrees to grant, and hereby grants to Licensor and Licensor's affiliates, a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free license (with the right to sublicense through multiple tiers) to make, use, sell, reproduce, modify, and distribute products and services incorporating all or any portion of the Sublicensee Modifications made subject to Section 2.2 (Grant) of this Agreement for any purpose.

This Agreement shall not modify or abrogate Sublicensee's obligations under any separate agreement that may be in force between Sublicensee and Qualcomm Incorporated or any of its affiliates. Except for any express rights granted by Sublicensor in Section 2.2 (Grant), neither this Agreement, nor any act by Sublicensor, Licensor, or Sublicensor's or Licensor's affiliates pursuant to this Agreement or relating to the Licensed Technology (including, without limitation, the provision by Sublicensor or its affiliates of the Licensed Technology) shall convey or otherwise provide to Sublicensee or any other entity or person, including any affiliates of Sublicensee, any Intellectual Property Rights in or to any Licensed Technology or any portion thereof. Neither Sublicensor, Licensor, nor any of Sublicensor's or Licensor's affiliates delivering any Licensed Technology or portion thereof hereunder, is authorized to sell or license any Licensed Technology or portion thereof under the patents of QUALCOMM Incorporated or Snaptrack, Inc. Accordingly, neither the sale, license or provision of the Licensed Technology or any portion thereof by Sublicensor, Licensor, or Sublicensor's or Licensor's 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 Licensed Technology or any portion thereof, Sublicensor, Licensor, or any of Sublicensor's or Licensor's 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.

3.2. Feedback. Sublicensee agrees that any feedback or ideas Sublicensee provides to Sublicensor regarding any Licensed Technology or any suggested improvements thereto (together, the "Feedback") will be the exclusive property of Licensor. To the extent Sublicensee owns any rights in the Feedback, Sublicensee hereby agrees to, and hereby does, assign all right, title and interest in and to the Feedback to Licensor. Sublicensee agrees to perform all acts reasonably requested by Sublicensor or Licensor, as applicable, to perfect and enforce such rights.

3.3. Notices. Sublicensee agrees to include on Sublicensee Documentation, all copyright, proprietary and other Intellectual Property Rights notices reasonably requested by Sublicensor in writing.

3.4. Notification of Unauthorized Use. Sublicensee will promptly notify Sublicensor if Sublicensee becomes aware of any unauthorized use of the Licensed Technology or violation or threatened violation of Licensor's or Sublicensor's Intellectual Property Rights therein. Sublicensee agrees to cooperate with Sublicensor and render such assistance as Sublicensor may

reasonably request to identify, halt and/or prevent any violation of the provisions of this Agreement.

3.5. Announcement. Except as required to satisfy legal disclosure and financial reporting requirements, neither Party may use the name of the other Party or of Licensor in any news release, public announcement, advertisement or other form of publicity without the prior written consent of the other Party or of Licensor, as applicable.

4. SUPPLY OF COMPONENTS AND DEVELOPMENT HARDWARE

4.1. Supply of Components and Development Hardware. Sublicensee may order Components and/or Development Hardware from Licensor or, in Licensor's sole discretion, from Licensor's affiliated company (Qualcomm Atheros Technology Ltd., a Bermuda corporation, or such other Licensor affiliated company that is designated by Licensor), at the then-current list prices or such price as is quoted to Sublicensee in a written price quote. All orders are subject to acceptance, and will be governed by Licensor's or Licensor's affiliated company's then-current standard terms and conditions of sale, as applicable, copies of which are available to Sublicensee. The terms and conditions appearing on any purchase order or other document submitted by Sublicensee will not apply to Sublicensee's order, except for name(s) of product(s) ordered, quantity, requested shipment date and delivery destination.

Subject to Licensor's prior written consent, which consent may be provided via email, Sublicensee may authorize third parties such as contract manufacturers to order Components on Sublicensee's behalf. Sublicensee may, subject to Licensor's prior written consent, reveal pricing to the third party, and Sublicensee guarantees payment and compliance by such third party under and with the Licensor's or Licensor's affiliates then-current standard terms and conditions of sale, as applicable.

5. THIRD PARTY RIGHTS

5.1. Third Party Software Supplied. Licensed Software may include software licensed from third parties ("Third Party Software"). Third Party Software is subject to the license terms and disclaimers (together, the "Terms") 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 LICENSOR AND SUBLICENSOR ASSUME NO RESPONSIBILITY FOR, AND MAKES NO WARRANTY WITH RESPECT TO, THIRD PARTY SOFTWARE.

5.2. Third Party Software Required to be Obtained by Sublicensee. Sublicensee may need to obtain software from third parties to use or for use with Licensed Software. For example, Sublicensee may need to obtain a version of the Linux Kernel, or a Microsoft SDK. It is Sublicensee's responsibility to ensure Sublicensee obtains and pays for any such required third party software.

5.3. 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 Licensed Software, Components or Sublicensee Modifications to published standards. Any such fees are Sublicensee's sole responsibility.

6. DISCLAIMER OF WARRANTIES

6.1. Disclaimer of Warranties. THE LICENSED TECHNOLOGY IS PROVIDED AS IS, WITH ALL FAULTS. SUBLICENSOR MAKES NO WARRANTY OR REPRESENTATION THAT ANY LICENSED TECHNOLOGY WILL MEET SUBLICENSEE'S REQUIREMENTS OR WORK IN COMBINATION WITH ANY HARDWARE OR APPLICATIONS

SOFTWARE PROVIDED BY THIRD PARTIES, THAT THE OPERATION OF LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS IN ANY LICENSED TECHNOLOGY WILL BE CORRECTED. SUBLICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SUBLICENSOR OR ANY OF SUBLICENSOR'S EMPLOYEES OR REPRESENTATIVES WILL CREATE A WARRANTY.

7. LIMITATION OF LIABILITY

7.1. Limited Remedies, Damages Exclusion. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT: (I) SUBLICENSOR'S TOTAL, CUMULATIVE LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY ITEM OR SERVICE ORDERED OR PROVIDED HEREUNDER WILL BE LIMITED TO THE LICENSE FEE PAID BY SUBLICENSEE FOR THE LICENSED TECHNOLOGY WHICH IS SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION, AND (II) IN NO EVENT WILL SUBLICENSOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LOST REVENUE, DATA, PROFITS OR LOST SAVINGS (COLLECTIVELY, "INDIRECT DAMAGES"), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT OR SERVICE ORDERED OR PROVIDED HEREUNDER. THE LIMITATIONS ON AND DISCLAIMERS OF REMEDIES, WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT WILL APPLY REGARDLESS OF: (A) WHETHER ANY SPECIFIED REMEDY FAILS OF ITS ESSENTIAL PURPOSE, (B) THE FORM OF ACTION (E.G., CONTRACT, TORT, STATUTE, OR OTHER LEGAL THEORY) AND (C) WHETHER SUBLICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE. 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 LICENSE AS A MATERIAL INDUCEMENT FOR SUBLICENSOR TO ENTER INTO THIS AGREEMENT.

7.2. High Risk Applications. The Licensed Technology is not designed or warranted for use with chips other than Components, and it and the Components 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 Component or of Licensed Software 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, Sublicensee may not use or permit any third party to use Licensed Software, Sublicensee Modifications or any Approved Equipment in connection with any High Risk Activity. Sublicensee assumes all risk of such uses, and if Sublicensee or Sublicensee's customers at any tier use or permit the use of any such item(s) in connection with High Risk Activities, Sublicensee agrees to indemnify, defend and hold Sublicensor and Licensor and its affiliated companies, harmless from all claims, expenses and liability arising as a result of such use.

8. TERM, TERMINATION

8.1. Term. The term of this Agreement and the licenses granted hereby shall commence on the Effective Date and shall continue in effect for one (1) year (the "Term"). Unless earlier terminated pursuant to this Section 8 (Term, Termination), the Term shall automatically renew

for successive one year periods, until and unless one of the Parties provides the other with a notice of non-renewal at least ninety (90) days prior to the end of the then-current Term.

8.2. Termination for Cause. This Agreement and all licenses granted hereby will automatically terminate upon any breach by Sublicensee of a provision of Sections 2.2 (Grant), 2.3 (No Open Source), 2.4 (Restrictions), or 10 (Confidentiality). In addition, this Agreement and all licenses granted hereby may be terminated by either Party if the other Party breaches any provision of this Agreement and fails to remedy such breach within thirty (30) days of receipt of written notice.

8.3. Bankruptcy. Sublicensor may terminate this Agreement immediately upon written notice upon the occurrence of any one of the following events: (i) a receiver is appointed for either Sublicensee or Sublicensee's property, (ii) Sublicensee becomes insolvent or admits in writing of Sublicensee's inability to pay its debts as they become due, (iii) Sublicensee makes a general assignment for the benefit of Sublicensee's creditors, (iv) Sublicensee commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within sixty (60) days, or (v) Sublicensee is liquidated, dissolved or ceases to do business.

9. EFFECT OF TERMINATION/EXPIRATION

9.1. Return of Materials. Upon any termination or expiration of this Agreement, except as provided in Section 9.2 (Retention of Copies, Sell-Off), Sublicensee agrees to immediately cease all use of, and destroy, all copies (including backup copies) of the Licensed Technology including all tangibles incorporating any such items (but excluding Approved Equipment), and promptly to certify to Sublicensor in writing that Sublicensee has done so.

9.2. Retention of Copies, Sell-Off. Unless this Agreement is terminated automatically or by Sublicensor for cause pursuant to Section 8.2 (Termination for Cause), Sublicensee may: (a) retain copies of the Licensed Technology solely for use in supporting customers that purchased Approved Equipment prior to the expiration or termination of this Agreement, and (b) sell inventory of Approved Equipment that has already been manufactured or is in process on the date of expiration or termination.

9.3. Survival. Termination or expiration of this Agreement will not affect Object Code sublicenses granted to purchasers of Approved Equipment pursuant to Section 2.2.3(iii) (Object Code) prior to expiration or termination each of which will remain in effect in accordance with its terms. In addition, the Parties' rights and obligations under the following provisions will survive any termination or expiration of this Agreement: Sections 2.4 (Restrictions), 3 (Intellectual Property), 5 (Third Party Rights), 6 (Disclaimer of Warranties), 7 (Limitation of Liability), 9 (Effect of Termination/Expiration), 10 (Confidentiality) and 11 (General).

10. CONFIDENTIALITY

10.1. Definition. "Confidential Information" means: (i) any information disclosed by Sublicensor to Sublicensee, either directly or indirectly, during the Term, 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 Licensed Technology, 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.

10.2. 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 (Confidentiality). Sublicensee may not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody Confidential Information and that are provided hereunder.

10.3. Maintenance of Confidentiality. 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 Section 2.2 (Grant) 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.

10.4. Return of Confidential Information. Except as provided in Section 9.2 (Retention of Copies, Sell-Off), 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.

10.5. Remedies. Sublicensee agrees that any violation or threatened violation of any provision of this Section 10 (Confidentiality) will cause Sublicensor irreparable injury, entitling Sublicensor to injunctive relief in addition to all legal remedies.

10.6. Announcement. Neither Party will disclose, advertise or publish the terms or conditions of this Agreement without the written consent of the other Party and Licensor, except: (i) as may be required by law, and (ii) to its professional advisors and to investors or potential investors who are under an obligation of confidentiality at least as restrictive as those contained in this Section 10 (Confidentiality).

11. GENERAL

11.1. Notices. All notices and consents required or permitted under this Agreement must be in writing and sent, if to Sublicensor, to the address listed on page 1 above to the attention of Legal Department, and if to Sublicensee, to the address listed on page 1 above; or to such other address as is specified by notice from time to time. Any notice of non-performance, termination or non-renewal must be sent by nationally (or, if applicable, internationally) recognized overnight courier or by certified mail, return receipt requested. Notices will be deemed given and received on receipt (except that faxes and e-mails received on a non-business day (according to the recipient's business calendar) will be deemed received on the next business day). If a notice cannot be received because the recipient has moved and failed to notify the sender of its change of address, or because the recipient is out of business, then a notice will be deemed received when sent.

11.2. Entire Agreement. This Agreement, together with its exhibit(s), constitutes the complete, exclusive and final expression of the Parties' agreement and supersedes all prior and contemporaneous understandings, proposals, representations or communications, oral or written,

relating to the subject matter hereof.

11.3. Governing Law, Exclusive Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the 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 (such as inconvenient forum) to the laying of venue of any Action in any such court.

11.4. Attorney's Fees. In any action to enforce this Agreement or collect on any judgment rendered, the prevailing Party will be entitled to recover all court costs and reasonable legal fees and expenses incurred as fixed by the court.

11.5. No Assignment. Sublicensee's rights and obligations under this Agreement are personal, and may not be assigned or transferred, voluntarily, by operation of law or otherwise, without Licensor's and Sublicensor's prior written consent, which consent will not be unreasonably withheld if the proposed transfer occurs in connection with the sale of substantially all of Sublicensee's assets or outstanding voting securities to a third party that is not a Licensor Competitor. Any attempted assignment or transfer without Sublicensor's consent will be void. For purposes of this Agreement, a Change of Control will be deemed an assignment that requires Sublicensor's prior written consent. "Change of Control" means the acquisition of beneficial ownership of more than 50% of Sublicensee's then-outstanding voting securities entitled to vote generally in the election of directors, including any such acquisition that is made pursuant to a merger or other business combination.

11.6. Government Authorization. Sublicensee is responsible for all governmental authorizations and approvals relating to this Agreement. Sublicensee represents and warrants that as of the Effective Date and throughout the Term, Sublicensee is and will remain in compliance with all applicable governmental laws, rules and regulations necessary for Sublicensee to enter into this Agreement and execute Sublicensee's obligations under this Agreement including, without limitation, any governmental authorization necessary for Sublicensee to contract with a foreign party. Sublicensee represents and warrants to Sublicensor that Sublicensee is fully knowledgeable regarding and will be responsible for any applicable governmental regulatory compliance matter affecting the design, manufacture or distribution of Sublicensee Modifications or of Approved Equipment. Distribution of Sublicensee Modifications or Approved Equipment with, or for use with, a product that is not in compliance with a country's spectrum use regulations shall be a material breach of this Agreement, and Sublicensee hereby indemnifies Sublicensor and Licensor for damages resulting from any such use or distribution.

11.7. Export Law Assurances. Sublicensee acknowledges that the Licensed Technology, Components, and any and all hardware, software, source code and technology (collectively, "Products") obtained from Sublicensor or its affiliates are subject to the US government export control and economic sanctions laws. Sublicensee assures that it, its subsidiaries, affiliates and contractors will 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 Product to any party for any such end use, as defined in Part 744 of the EAR. Sublicensee shall not Export any Product 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 import, use, Export or distribution of Products, and that compliance with the same is the responsibility of the Sublicensee.

11.8. Records and Audit. During the Term and for six months thereafter, Licensor and Sublicensor will have the right at reasonable times no more than once per year, directly or through its representative, upon a minimum of fourteen (14) days written notice setting forth the period under review, to review Sublicensee's books and records regarding Sublicensee's adherence to the Intellectual Property Rights provisions of this Agreement.

11.9. Amendment, Waiver, Remedies. No amendment or modification of this Agreement is binding unless signed by Sublicensee and a duly authorized representative of Sublicensor. The observance of any provision of this Agreement may be waived (either generally or in a particular instance) only by the written consent of the Party or parties adversely affected by such waiver. No failure of a Party to enforce its rights under this Agreement will be deemed a waiver. A waiver will be narrowly construed to apply solely to the specific instance to which such waiver is directed. Except as expressly stated herein to the contrary, the exercise of any right or remedy provided in this Agreement will be without prejudice to the right to exercise any other right or remedy provided by law or equity.

11.10. Severability. If any provision of this Agreement or portion thereof is found to be invalid, illegal or unenforceable, such provision will be limited or eliminated to the minimum extent necessary and this Agreement will otherwise remain in full force and effect. In addition, the Parties agree to substitute for the limited or eliminated provision a new provision that effects, as nearly as possible, the original intent of the Parties.

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

11.12. Mutual Negotiations. Each provision of this Agreement will be fairly interpreted and construed in accordance with its provisions and without any strict interpretation or construction in favor of or against either Party.

11.13. Choice of Language. 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.

11.14. 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 Licensor is a third-party beneficiary of this Agreement, and that the terms of this Agreement are enforceable by Licensor in addition to being enforceable by and against the Parties. Notwithstanding the foregoing, the Parties acknowledge that Licensor shall not be liable for any warranty, indemnity or any other obligation under this Agreement.