

## TERMS AND CONDITIONS OF USE SOFTWARE EVALUATION

THIS TERMS AND CONDITIONS OF USE (THE “Agreement”) IS A LEGALLY BINDING AGREEMENT BETWEEN QUALCOMM TECHNOLOGIES, INC. (“QTI”) AND UFES, UNIVERSIDADE FEDERAL DO ESPÍRITO SANTO, CNPJ Nº 32.479.123/0001-43, A FEDERAL AUTARCHY, WITH AN ADDRESS AT AV. FERNANDO FERRARI, 514, CAMPUS GOIABEIRAS, POSTAL CODE: 29075-910, CITY: VITÓRIA, ES – BRAZIL (“YOU”, “YOUR” or “LICENSEE”) WITH AN EFFECTIVE DATE AS OF THE DATE OF SIGNATURE. QTI IS WILLING TO LICENSE THE SOFTWARE AND ASSOCIATED DOCUMENTATION LISTED ON SCHEDULE A (COLLECTIVELY REFERRED TO AS THE “Software”) TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT. BY DOWNLOADING AND USING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. ANY USE OR POSSESSION OF THE SOFTWARE BY YOU IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. QTI AND LICENSEE ARE INDIVIDUALLY REFERED TO AS A PARTY AND COLLECTIVELY AS THE PARTIES. BY SIGNING BELOW, YOU REPRESENT, WARRANT AND CERTIFY THAT: (A) YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE LEGAL ENTITY YOU REPRESENT; (B) YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT; (C) YOU HAVE THE AUTHORITY TO BIND THE LEGAL ENTITY YOU REPRESENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (D) YOU AGREE ON BEHALF OF THE LEGAL ENTITY YOU REPRESENT TO BE BOUND BY ITS TERMS AND CONDITIONS.

### 1. DELIVERABLES.

Subject to and conditioned upon Licensee’s compliance with the terms and conditions of this Agreement, QTI, at its sole discretion, make available to Licensee the Software for the term of this Agreement. No agency, partnership, joint venture, or other joint relationship is created by this Agreement; and either Party may enter into the same, similar or different agreements with others.

### 2. GRANT OF LIMITED EVALUATION LICENSE.

a. Subject to and conditioned upon Licensee’s compliance with the terms and conditions of this Agreement, QTI grants Licensee a non-exclusive, non-transferable, revocable, limited, royalty-and-fee-free license solely under QTI’s copyrights and trade secrets in the Software to use the Software solely for internal evaluation and testing purposes as set forth on Schedule A and nothing else (the “Limited Purpose”), for the period indicated in Section 8 (Term and Termination) below. Licensee may make a reasonable number of copies of the Software to exercise its limited license under this Agreement and for bona fide back-up or archival purposes. QTI is specifically not granting any patent rights either expressly, by implication, or by way of estoppel pursuant to this Agreement. Licensee certifies and covenants to QTI that the Software will be used solely for the Limited Purpose and for no other purpose and none of the Software will be sold, placed on the market, or otherwise disposed of in any manner.

### 3. LICENSE RESTRICTIONS.

a. Licensee shall not, without QTI’s prior written authorization, (i) modify, adapt, perform, display, transfer, reproduce or distribute the Software outside of Licensee’s facilities or to any third party, or (ii) use the Software for production or revenue generating purposes. Except for the Limited Purpose, Licensee shall not use the Software for any other purpose.

b. QTI has devoted significant resources to the development of the Software and the Software contains trade secret information of QTI, therefore Licensee shall not, nor assist any third party to, take apart, reverse engineer, reverse assemble, decompile, or disassemble the Software.

c. Licensee shall not remove or alter any copyright notices, proprietary information notices or restricted rights notices contained in or on the Software.

d. Licensee shall not engage in any act or failure to act, that enables, causes or facilitates any use or distribution of the Software (or any third-party software) in a manner that causes any patents, copyrights or other intellectual property rights owned or controlled by QTI or any of its Affiliates (or for which QTI or any of its Affiliates has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License Terms. The rights granted by QTI in Section 2 are expressly conditioned upon Licensee’s full compliance with the foregoing sentence.

e. As used herein, “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 GNU General Public License or GNU Lesser Library GPL.

f. For purposes of this Agreement, “Affiliate” means any person or entity which directly or indirectly Controls, is Controlled by, or is under common Control with such entity. The term “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of more than fifty percent (50%) of voting securities, by contract or otherwise.

### 4. OWNERSHIP.

a. Each Party shall retain all of its intellectual property rights in existence prior to entering into this Agreement or developed outside the scope of this Agreement. Except as expressly provided herein, neither Party grants to the other Party, either expressly, by implication, or by way of estoppel any license under its intellectual property rights.

- b. QTI retains all of its right, title and interest in and to the Software and any modifications thereto. Nothing contained herein shall be construed as the sale or offer for sale of the Software, or any part thereof, to Licensee.
- c. Licensee agrees not to contend in any context that, as a result of the provision, making available, or use of the Software, either QTI or any QTI Affiliate has any obligation to extend, or that Licensee or any other party has obtained any right to, any license, whether express or implied, with respect to any patent of QTI or its Affiliates for any purpose.
- d. Licensee shall not use the Software for the purpose of identifying or providing evidence to support any potential patent infringement claim against QTI, its Affiliates, or any of QTI's or its Affiliates' suppliers or direct or indirect customers.
- e. QTI may from time to time receive suggestions, feedback, or other information ("Feedback") from Licensee concerning the Software. Any Feedback provided by Licensee is and shall be entirely voluntary on Licensee's part. Notwithstanding any other term in this Agreement, QTI and its Affiliates shall be free to use, disclose, reproduce, modify, license, or otherwise distribute, and exploit the Feedback as it sees fit, entirely without any obligations, payments, or restrictions of any kind on account of intellectual property rights, confidentiality, or otherwise.
- f. No Grant of Patent or Certain Other Rights. Except for the express copyright and trade secret license rights, granted to Licensee in Section 2 for the Limited Purpose, no other rights under any intellectual property are granted by QTI under or as a result of this Agreement (whether expressly, impliedly, by virtue of estoppel or exhaustion, or otherwise). Licensee acknowledges and agrees, on behalf of itself and its subsidiaries, that neither the delivery of the Software nor any provision of this Agreement (including, without limitation, any provision in any exhibit, etc. forming a part thereof) will be deemed or construed to grant (whether expressly, by implication or by way of estoppel or otherwise) any right, license, authority to infringe, or immunity from infringement liability under or to: (i) any patents of QUALCOMM Incorporated or any of its Affiliates, (ii) any other intellectual property rights of (a) any Affiliate of QUALCOMM Incorporated (other than QTI) or (b) QUALCOMM Incorporated, or (iii) any intellectual property rights of QTI covering or relating to any technology (including, without limitation, any product or invention) not embodied solely in the Software.
- g. Other Obligations. Licensee acknowledges and agrees, on behalf of itself and its subsidiaries, that (a) this Agreement does not modify or abrogate any obligations that Licensee or any of its subsidiaries has under any license or other agreement with QUALCOMM Incorporated, including, without limitation, any obligation to pay any royalties, and (b) Licensee will not, and will ensure that each of its subsidiaries 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).

**5. WARRANTY DISCLAIMER.**

- a. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING WITH RESPECT TO THE SOFTWARE OR ANY OUTPUT OR RESULTS BASED ON THE USE OF THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, QTI AND QTI'S LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES THAT THE SOFTWARE IS FREE FROM THE RIGHTFUL CLAIM OF ANY THIRD PARTY, BY WAY OF INFRINGEMENT OR THE LIKE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY QTI OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE OR EXTEND ANY WARRANTY.

- 6. LIMITATION OF LIABILITY.** EXCEPT FOR A PARTY'S BREACH OF SECTION 7 (CONFIDENTIAL INFORMATION), OR MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR LICENSEE'S BREACH OF SECTION 2 (GRANT OF LIMITED EVALUATION LICENSE) OR SECTION 3 (LICENSE RESTRICTIONS) IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR INABILITY TO USE, OR THE DELIVERY OF OR FAILURE TO DELIVER THE SOFTWARE EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. QTI'S TOTAL, CUMULATIVE LIABILITY FOR DIRECT DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, OR USE OF THE SOFTWARE, WILL BE LIMITED TO A TOTAL AMOUNT OF ONE HUNDRED UNITED STATES DOLLARS (US \$100). MULTIPLE CLAIMS WILL BE AGGREGATED TO DETERMINE THE SATISFACTION OF THIS LIMIT.

**7. CONFIDENTIAL INFORMATION.**

- a. "Confidential Information" means any information, including, without limitation, technical information, specifications, trade secrets, confidential information and supporting documentation, owned by or licensed to a Party hereto that is identified as proprietary or confidential. Confidential Information includes oral, visual or machine-readable disclosures that are identified at the time of disclosures as proprietary. For purposes of this Agreement the Software is deemed to be Confidential Information.
- b. Non-Disclosure and Non-Use. Each Party agrees not to use any Confidential Information of the other Party for any purpose other than to enforce its rights and perform its obligations hereunder or disclose any Confidential Information of the other Party to any third party for any purpose except as otherwise authorized under this Agreement. Each Party shall use the same degree of care, but no less than reasonable care, to avoid disclosure or use of the Confidential Information of like importance. Without limitation of the foregoing, each Party agrees to (i) hold such Confidential Information in strict confidence; (ii) not to disclose it to any third parties or to use it in any way, commercially or otherwise, except as authorized by this Agreement; (iii) not allow any unauthorized person access to such Confidential Information, without the prior written consent of the disclosing Party. Each Party will be responsible for any improper disclosure or use of the other Party's Confidential Information by such responsible Party or its agents to whom it discloses such Confidential Information, and, except as otherwise authorized under this Agreement, will limit the disclosure of such Confidential Information to employees with a need to know who (i) have been advised of the confidential nature thereof; and (ii) agree not to disclose or use such Confidential Information except as otherwise permitted by this Agreement.

c. Exceptions. Notwithstanding anything in this Agreement to the contrary, restrictions on the use or disclosure of Confidential Information shall not apply to any Confidential Information: (i) which can be proven to be or have been independently developed by the receiving Party or lawfully received free of restriction from another source having the right to so furnish such Confidential Information; or (ii) after it has become generally known to the public from a source having the right to disclose such Confidential Information; or (iii) which at the time of disclosure to the receiving Party was known to such Party free of restriction as clearly evidenced by documentation in such Party's possession; or (iv) which the disclosing Party agrees in writing is free of such restrictions.

**8. TERM AND TERMINATION.**

a. The "Term" of this Agreement and the licenses granted hereby shall commence on the Effective Date and shall continue in effect for a period of five (5) years, unless terminated pursuant to this section.

b. Either Party may terminate this Agreement immediately upon notice to the other Party.

c. Upon expiration or termination of this Agreement for any reason, each Party shall return or destroy all Confidential Information of the other Party, including the Software, at its own cost. Upon expiration or termination of this Agreement, all associated licenses granted by QTI to Licensee hereunder shall also terminate.

d. Survival. The following Sections of this Agreement survive any expiration or termination of this Agreement: 3 (License Restrictions), 4 (Ownership), 5 (Warranty Disclaimer), 6 (Limitation of Liability), 7 (Confidential Information), 8 (Term and Termination), 8 (Fees and Expenses) and 9 (General). Section 7 (Confidential Information) shall survive any expiration or termination of this Agreement for five (5) years.

**9. FEES AND EXPENSES.** Each Party shall be responsible for its own costs and expenses incurred while exercising its rights, or performing its obligations, pursuant to this Agreement.

**10. GENERAL.**

a. Publicity. The Parties agree that they will not disclose to, or discuss with, any third party, including through press releases, or other promotional material, that they are engaged in a transaction relating to the Software, without the prior written consent of the other Party. Licensee agrees it will not disclose to, or discuss with, any third party the nature or performance of the Software, without the prior written consent of QTI.

b. Governing Law. This Agreement shall be governed by the laws of the State of California excluding that body of laws known as conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods. Each Party agrees to refer all disputes arising under this Agreement to the courts of San Diego County, California. Both Parties hereby consent to the exclusive jurisdiction of such courts and expressly waive any objections or defenses based upon lack of personal jurisdiction or venue. The prevailing Party shall be entitled to recover its reasonable attorney fees and costs incurred in connection with any action or proceeding between QTI and Licensee arising out of this Agreement.

c. Export Control. Each Party acknowledges that the Software (ECCN EAR99) and other deliverables provided pursuant to this Agreement may be subject to U.S. export jurisdiction. Each Party is responsible for complying with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end use and destinations restrictions issued by the U.S. and other governments.

d. Compliance with Anti-Corruption Laws.

Licensee represents and warrants to QTI that, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving QTI, Licensee, and everyone acting on its behalf including, without limitation, any subcontractors, (A) will comply with and will not violate any anti-corruption law or international anti-corruption standards, or anti-tax evasion measures, including but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, Part 3 of the UK Criminal Finances Act, and the Brazil Clean Company Act, in connection with the Services it has agreed to perform under this Agreement and (B) shall have adequate procedures and policies as required by such measure. Licensee represents and warrants to QTI that Licensee 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 QTI, (1) make, promise, or offer to make any payment or (2) transfer, promise to transfer, or offer to transfer anything of value, directly or indirectly, to any individual to secure an improper advantage in the present or future. It is the intent of the Parties that no payments or transfer anything 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.

e. Assignment. Licensee may not assign its rights or delegate its obligations under this Agreement, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of QTI. For purposes of this Section, an "assignment" by Licensee shall be deemed to include, without limitation, any merger, consolidation, sale of all or substantially all of its assets, or any substantial change in the management or control of Licensee. Any attempted assignment or delegation in contravention of this Section without such written consent shall be void ab initio.

f. Entire Agreement; Modifications. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all previous communications, representations, or agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification, or amendment of any provisions of this Agreement will be effective only if in writing and signed by the duly authorized representatives of both Parties.

g. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of this Agreement will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

h. Waiver. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that

or any other provision.

i. Notices. All notices required or permitted under this Agreement will be in writing and delivered by mail, email or facsimile transmission to the addresses set forth in the first paragraph attention Corporate Research and Development Division Counsel or such other contact information as provided in writing by a Party.

j. Counterparts and Electronic Transmission. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other standard means of electronic transmission is deemed effective as delivery of an originally executed counterpart of this Agreement.

k. Publication. You shall have the right to publish the results of the work conducted by You under this Agreement to the extent such results do not contain Confidential Information of QTI, as determined by QTI and provided further that QTI has the opportunity to review and comment on any proposed manuscripts describing said work thirty (30) days prior to its submission for publication, and You agree to consider QTI's comments prior to publication. However, if such submission would cause the loss of potential patent rights to patentable inventions in which QTI has title, You, at your discretion, will either delete the enabling portion of the proposed submission, or withhold publication for an additional sixty (60) days.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**Qualcomm Technologies, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**UFES, UNIVERSIDADE FEDERAL DO ESPÍRITO SANTO**

By: DocuSigned by: Paulo Sergio de Paula Vargas

Name: 329A0E44F0644A2...

Title: Reitor

Date: 3/22/2024 | 2:38:40 PM BRT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule A

### Limited Purpose:

The Software shall only be used in connection with the Research and specifically to:

Testing, evaluation and computing optimized network configuration such as routing, traffic engineering, service placement or capacity planning.

The Software will consist of one or more of the following components:

#### 1. Software:

The GradientGraph software includes the following modules:

- a. GradientGraph Solver: The core engine implementing the G2 solver based on the quantitative theory of bottleneck structures.
- b. GradientGraph Network Plugins: Southbound plugins to enable the integration of GradientGraph onto production and development networks (e.g., Mininet, NetFlow, sFlow, topology information, etc.)
- c. GradientGraph Database: Database that keeps track of the historical bottleneck structures seen in the network.
- d. GradientGraph REST API: Northbound REST API that allows users and machines (e.g., analytics, programs, AI) to query GradientGraph.
- e. GradientGraph Analytics: Operator-facing programs and graphical user interfaces that implement specific network optimization environments (e.g., capacity planning, routing, traffic engineering, etc.)

The method of delivery of the GradientGraph software is based on a container registry. The user downloading the GradientGraph from the container registry will receive the software as container image files.

#### 2. Documentation:

- a. "GradientGraph User Guide"
- b. "Release Notes"

The GradientGraph documents are delivered as PDF files.

**Certificado de Conclusão**

Identificação de envelope: 66426AF3D9B74D3E99CD63018008EEEE0  
 Assunto: UFE-603193 - TERMS AND CONDITIONS OF USE SOFTWARE EVALUATION  
 Envelope fonte:  
 Documentar páginas: 5 Assinaturas: 1  
 Certificar páginas: 4 Rubrica: 0  
 Assinatura guiada: Ativado  
 Selo com Envelopeld (ID do envelope): Ativado  
 Fuso horário: (UTC-08:00) Hora do Pacífico (EUA e Canadá)

Status: Enviado

Remetente do envelope:  
 Qualcomm Esigature  
 PO BOX 919042  
 San Diego, CA 92191  
 qualcomm\_esigature@qualcomm.com  
 Endereço IP: 44.209.116.126

**Rastreamento de registros**

Status: Original  
 22/03/2024 09:36:57

Portador: Qualcomm Esigature  
 qualcomm\_esigature@qualcomm.com


Local: DocuSign

**Eventos do signatário**

Paulo Sergio de Paula Vargas  
 reitor@ufes.br  
 Reitor

Nível de segurança: E-mail, Autenticação da conta  
 (Nenhuma)

**Assinatura**

DocuSigned by:  
  
 329A0E44F0644A2...

Adoção de assinatura: Estilo pré-selecionado  
 Usando endereço IP: 200.137.65.106

**Registro de hora e data**

Enviado: 22/03/2024 09:42:49  
 Visualizado: 22/03/2024 09:48:19  
 Assinado: 22/03/2024 10:38:40

**Termos de Assinatura e Registro Eletrônico:**

Aceito: 01/02/2024 04:32:53  
 ID: 38a74edc-cc8a-4591-afe4-9d4b4009dd40

Magnos Martinello  
 magnos.martinello@efes.br

Nível de segurança: E-mail, Autenticação da conta  
 (Nenhuma)

**Termos de Assinatura e Registro Eletrônico:**

Não oferecido através do DocuSign

Aine Shivnan  
 ashivnan@qti.qualcomm.com

Nível de segurança: E-mail, Autenticação da conta  
 (Nenhuma)

**Termos de Assinatura e Registro Eletrônico:**

Aceito: 08/02/2024 08:29:02  
 ID: 8e66894c-4d45-45e7-b848-9938a6df4217

Enviado: 22/03/2024 10:38:42

Eventos do signatário presencial	Assinatura	Registro de hora e data
Eventos de entrega do editor	Status	Registro de hora e data
Evento de entrega do agente	Status	Registro de hora e data
Eventos de entrega intermediários	Status	Registro de hora e data
Eventos de entrega certificados	Status	Registro de hora e data
Eventos de cópia	Status	Registro de hora e data

Jordi Ros Giralt  
 jros@qti.qualcomm.com

Nível de segurança: E-mail, Autenticação da conta  
 (Nenhuma)

**Termos de Assinatura e Registro Eletrônico:**

Eventos de cópia	Status	Registro de hora e data
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Não oferecido através do DocuSign

Suzanne Dawson

sdawson@qti.qualcomm.com

Nível de segurança: E-mail, Autenticação da conta (Nenhuma)

**Termos de Assinatura e Registro Eletrônico:**

Aceito: 29/02/2024 08:31:38

ID: 65a69021-48a7-41f5-ba0e-b01bd5863b65

Tippi Puar

tpuar@qti.qualcomm.com

Nível de segurança: E-mail, Autenticação da conta (Nenhuma)

**Termos de Assinatura e Registro Eletrônico:**

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Eventos com testemunhas	Assinatura	Registro de hora e data
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Eventos do tabelião	Assinatura	Registro de hora e data
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Eventos de resumo do envelope	Status	Carimbo de data/hora
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Envelope enviado

Com hash/criptografado

22/03/2024 09:42:49

Eventos de pagamento	Status	Carimbo de data/hora
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**Termos de Assinatura e Registro Eletrônico**

## Qualcomm Electronic Record and Signature Disclosure and Consent

QUALCOMM Incorporated or its applicable affiliate is requesting your consent to use electronic records and signatures as part of this transaction (“**Transaction**”) with Qualcomm Incorporated or the applicable affiliate of Qualcomm Incorporated (“**we**” or “**us**”). For the purposes of this Electronic Record and Signature Disclosure and Consent (“**Consent**”), the words “**you**” and “**your**” mean the individual giving consent and any person, company, partnership, or other legal entity represented by the individual giving consent. If you have any questions about this Consent, email Qualcomm’s Contract Management Team at [contractmanager@qualcomm.com](mailto:contractmanager@qualcomm.com).

### 1. Your Consent and our reliance

You agree that any document, including any agreement to be executed in relation to this Transaction with us (“**Documents**”), may be in the form of an electronic record and can be executed by you using an electronic signature through this platform.

You also agree that any electronic signature used for the purpose of executing any Document through this platform on or associated with any Document shall be valid and binding to the same extent as a manual signature, and that any Document entered into by electronic signature through this platform will constitute a legal, valid, and binding obligation and be enforceable in accordance with the terms to the same extent as if manually executed. Any Document may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Document. Any Document containing an electronic signature through this platform shall be considered an original for all purposes, and shall have the same legal effect, validity, and enforceability as a paper record.

Further, by executing this Consent you understand and agree that an electronic signature used to sign this Consent or other Document may be in the form of (but not limited to):

- An “I agree” button (or similar design),
- A system-generated handwritten-like signature based on the signer’s name,
- A signer-created signature using a mouse or finger (e.g., mobile device with touch screen);
- and agree that we are entitled to rely on electronically signed Documents.

You also represent that:

- You have the full power and capacity to provide this Consent;
- You have taken all corporate actions required to authorize you to execute this Consent and accept the terms hereunder, it being certain that no other approval, decision, act or formality is necessary to approve the matter;
- In case of an entity, that any electronic signature will be provided in the Documents by your duly authorized signatory(ies), acting in accordance with and within the limits of your organizational policies; and
- You have the compatible technology, as well as the adequate IT, data privacy, and compliance policies to execute Documents in this platform using an electronic signature.



**2. Termination/Changes.** It is your responsibility to download and store your copy of the Documents. Notwithstanding anything to the contrary in the terms and conditions of the Consent, we do not guarantee continued access to and/or provision of your Documents.

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Documents and instead revert to paper communications, or to terminate or change the terms and conditions on which we provide electronic Documents. Any change to our willingness to continue electronic communications and transactions will not invalidate any Documents already signed using electronic methods. We will provide you with notice of any such termination or change as required by law. By using this platform you accept such terms and conditions.

Any termination pursuant to this section shall occur as of right without the need for any judicial formalities.

### **3. Parties Request to use English**

All parties to this Consent are fluent in English. The parties to this Consent have expressly requested that this document and all ancillary materials and documents be drafted solely in English.

For persons executing in Quebec: L'ensemble des parties aux présentes comprennent couramment l'anglais. Les parties au présent formulaire de consentement ont expressément demandé que le présent document et tous les matériels et documents connexes soient rédigés en anglais seulement.

You can find out more about Qualcomm and its affiliated companies at [www.Qualcomm.com](http://www.Qualcomm.com).