



## SISVEL MOBILE COMMUNICATION PROGRAM MASTER AGREEMENT

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This license agreement ("Agreement"), effective as of [EFFECTIVE DATE] ("Effective Date"), is entered into by and between **Sisvel International S.A.**, a company having its principal place of business at 6, Avenue Marie Thérèse, 2132 Luxembourg, Grand Duchy of Luxembourg ("Sisvel" or "Licensor") and [Licensee], a company having its principal place of business at [Licensee Office Address] ("Licensee") (individually, a "Party" and collectively, the "Parties").

WHEREAS, Licensor owns the right to license the Patents and to grant past and future releases and covenants not to sue;

WHEREAS, Licensor claims that Licensee's Products infringe upon one or more of the claims of the Patents;

WHEREAS, Licensee desires to settle any dispute with Licensor with respect to infringement of the Patents and such settlement and license shall cover the past and future use of the Patents in Products until the end of the Term;

WHEREAS, Parties desire to agree to basic terms for such settlement and license in this Agreement, to be complemented with terms specific to each relevant Licensed Field in a separate specific agreement, connected to this Agreement.

NOW, THEREFORE, the Parties agree as follows:

### **1. Defined Terms**

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- 1.1 "3G Field" means only the functionality or portion implementing such functionality within any 3G Product that (a) conforms to or practices all or any part of the 3G Standard or that enables products to make use of the 3G Standard (to the exception of CDMA2000); and (b) is primarily designed as user equipment. 3G Products within the Licensed Field include but are not limited to mobile telephones, USB sticks and other PC cards and dongles, handheld devices, personal computers, tablets, machine type communication (MTC) user equipment, and, subject to the limitations in this definition, wireless access points and routers/modems. PLEASE NOTE: As for those of the Patents owned by Koninklijke KPN N.V., the "3G Field" does not include machine type communication (MTC) user equipment, to the extent being the sole business of Company, and also not including Cars and Smart Meters). 3G Products within the 3G Field do not include (y) integrated circuits, components, ASICs or other Intermediate Products requiring substantial additional industrial and/or manufacturing processing to implement the 3G user equipment functionality; (z) network equipment or other professional network products, such as, but not limited to base stations (3G eNode B), network testing devices or



femtocells.

- 1.2 “3G Patent Owners” means 3G Licensing S.A., Koninklijke KPN N.V., Mitsubishi Electric Corporation and Sisvel which Hold the Patents as per **Attachment 3G-A** to the “SISVEL MOBILE COMMUNICATION PROGRAM SPECIFIC LICENSE AGREEMENT – 3G”.
- 1.3 “3G Patents” shall mean any and all enforceable claims, but only such claims, included in patents Held by 3G Patent Owners or 3G Patent Owner Affiliates, that are necessarily infringed or used when implementing the 3G Standard, or any portion of the 3G Standard under the laws of the country which issued or published such Patent, including but not limited to those patents listed in **Attachment 3G-A** to the “SISVEL MOBILE COMMUNICATION PROGRAM SPECIFIC LICENSE AGREEMENT – 3G”.
- 1.4 “3G Products” means any finished hardware products Made, or Sold by Company, clearly marked under the sole brand “[licensee brand(s)]” and designed or suitable for private, commercial or non-commercial consumer use and that conform to or practice all or any part of the 3G Standard and infringing upon one or more of the claims of the Patents, including products Made or Sold as multiple pieces, designed for consumers or other end users. “3G Products” include but not limited to mobile telephones, USB sticks and other PC cards and dongles, handheld devices, personal computers, tablets, machine type communication (MTC) user equipment, and, subject to the exclusions in this definition, wireless access points and routers/modems. PLEASE NOTE: As for those of the 3G Patents owned by Koninklijke KPN N.V., the 3G Field does not include machine type communication (MTC) user equipment, to the extent being the sole business of Company, and also not including cars and smart meters). “3G Products” do not include (a) integrated circuits, components, ASICs, or other Intermediate Products requiring substantial additional industrial and/or manufacturing processing to implement the 3G user equipment functionality and (b) network equipment or other professional network products, such as, but not limited to base stations (3G eNodeB), network testing devices, or femtocells, however, “3G Products” do include software and applications enabling products to make use of the 3G Standard.
- 1.5 “3G Standard” means the 3G telecommunication standard as defined and published by the 3rd Generation Partnership Project (3GPP) including all annexes, references and future releases as well as the UMTS, ARIB STD-T63, TD-SCDMA, FOMA, HSPA, HSPA+, HSUPA and HSDPA Standards being derivative standards thereof.
- 1.6 “ASICs” means application specific integrated circuit chips and integrated circuit chipsets (including the specifications thereof, hardware, firmware and/or associated software that runs within such chips or chipsets) which are designed to perform a particular function or functions.



- 1.7 “Compensation” means the overall payment due by Licensee as described in the Master Agreement and/or relevant Specific License Agreement(s) governing the relevant Licensed Field(s).
- 1.8 “Compliant Rate” means the reduced royalty rate per Product as per the relevant Specific License Agreement in case Licensee is in full compliance with its obligations under Specific License Agreement. Full compliance means in particular but not limited to Licensee having submitted all relevant royalty statements timely, and having fulfilled its relevant payment obligations in connection with such statements for all relevant Products for the relevant Licensed Field(s), as applicable, and such royalty statements are true, complete and accurate in every respect.
- 1.9 “Have Made” means a product made by a third party for the sole use and benefit of Licensee and/or Licensee Affiliate(s) (the third party being the “Have Made Producer”), provided that such products have been made by the Have Made Producer solely for the resale by Licensee and/or Licensee Affiliate(s), excluding each and every product that is resold by Licensee and/or Licensee Affiliate(s) to the Have Made Producer, its affiliates or any party to which the Have Made Producer is an affiliate. For the avoidance of doubt, such Have Made Producer shall not be allowed to sell Have Made products to parties other than Licensee and/or Licensee Affiliate(s) neither directly nor through Licensee and/or any of its Licensee Affiliate(s)
- 1.10 “Extended Agreement” means the possible further/extended agreement between the Parties with regard to Post-Term Units in an Extended Term as set forth in Section 4.2.
- 1.11 “Extended Term” means the term after the Initial Term as further defined in Section 4.2.
- 1.12 “Hold” or “Held” or any similar variation of such term with respect to any Patent shall mean possession of the right to grant rights and releases under the Patents for the Licensed Field without the consent of any third party. Notwithstanding anything to the contrary, Patents acquired by a Patent Owner or any Patent Owner Affiliate from any third party after November 1, 2017, including as a result of a merger or other corporate transaction, shall not be deemed to be Held by such Patent Owner for purposes of this Agreement, however may be included under this Agreement of such Patent Owner’s discretion.
- 1.13 “Intermediate Products” means components and subassemblies of Products Made or Sold as standalone items and not incorporated in Products at the time they were Made or Sold, such as, without limitation, ASICs, chipsets, semiconductor components, embedded modules and firmware and software components.
- 1.14 “Licensed Field(s)” means the 3G Field and/or LTE Field.



- 1.15 “Licensee Affiliate” shall mean an entity which, on or after the Effective Date, directly or indirectly, controls, is controlled by, or is under common control with Licensee, as well as those companies identified in **Attachment A**. The term “control” as used in this Section shall mean ownership of more than 50% (fifty percent) of the outstanding shares representing the right to vote directly or indirectly for the election of directors or other managing officers of such entity or person or, for an entity or person which does not have outstanding shares, an ownership interest representing the right to make decisions for such entity or person; provided, however, such entity or person should be deemed a Licensee Affiliate only so long as such “control” exists.
- 1.16 “LTE Field” means only the functionality or portion implementing such functionality within any Product that (a) conforms to or practices all or any part of the LTE Standard or that enables products to make use of the LTE Standard; and (b) is primarily designed as user equipment. Products within the LTE Field do not include (y) integrated circuits, components, ASICs or other Intermediate Products requiring substantial additional industrial and/or manufacturing processing to implement the LTE user equipment functionality; (z) network equipment or other professional network products, such as, but not limited to base stations (LTE eNode B), network testing devices or femtocells (LTE Home eNodeB).
- 1.17 “LTE Patents” shall mean any and all enforceable claims, but only such claims, included in patents Held by Patent Owners or Patent Owner Affiliates, that are necessarily infringed or used when implementing the LTE Standard, or any portion of the LTE Standard under the laws of the country which issued or published such Patent, including but not limited to those patents listed in **Attachment LTE-A** to the “SISVEL MOBILE COMMUNICATION PROGRAM SPECIFIC LICENSE AGREEMENT – LTE”.
- 1.18 “LTE Patent Owners” means 3G Licensing S.A., Airbus DS SLC, Koninklijke KPN N.V., Mitsubishi Electric Corporation, Orange S.A. and Sisvel, which Hold the Patents as per **Attachment LTE-A** to the “SISVEL MOBILE COMMUNICATION PROGRAM SPECIFIC LICENSE AGREEMENT – LTE”.
- 1.19 “LTE Products” means any finished products Made or Sold by Licensee, clearly marked (including the product itself as well as the packaging thereof) under the brand “[Licensee brand(s)]” and primarily designed as user equipment and that conform to or practice all or any part of the LTE Standard and infringing upon one or more of the claims of the Patents within the Licensed Field, including products Made or Sold as multiple pieces, including but not limited to mobile telephones, USB sticks and other PC cards and dongles, handheld devices, personal computers, tablets, machine type communication (MTC) user equipment, and, subject to the exclusions in this definition, wireless access points and routers/modems. “LTE Products” do not include (a) integrated circuits, components, ASICs, or other Intermediate Products requiring substantial additional industrial and/or manufacturing processing to implement the LTE user equipment functionality; and



(b) network equipment or other professional network products, such as, but not limited to base stations (LTE eNodeB), network testing devices, or femtocells (LTE Home eNodeB).

- 1.20 “LTE Standard” means LTE/LTE-Advanced standard comprised of all those Technical Specifications identified in 3GPP TS 21.201, ‘Technical Specifications and Technical Reports for an Evolved Packet System (EPS) based 3GPP system’ at any time on or after the Effective Date; provided, however, that LTE Standard shall not include any such specifications or features described within such specifications to the extent that, within the context of specifications published in 3GPP TS 21.201, they are used exclusively by systems that are classified as subsequent generations such as Fifth Generation (5G) and/or defined in IMT-2020 initiatives. For clarity, the foregoing definition includes specifications (or subparts thereof) that are relevant to FDD-LTE and/or TDD-LTE subject to the limitations in the terms above. For the avoidance of doubt, for the purpose of this Agreement, LTE Standard does not include any audio or video coding or related transport streams that may be referenced in such specification.
- 1.21 “Make”, “Made” or any similar variation of such term means made, manufactured and/or Have Made.
- 1.22 “Necessary Records” means the books and records as described in Section 2.9.
- 1.23 “Past Use” means Products Made and/or Sold by Licensee prior to the Effective Date.
- 1.24 “Patent Owner Affiliates” are entities directly or indirectly controlled by, controlling or under common control of a Patent Owner, whereas the term “control” means directly or indirectly (a) holding more than 50% (fifty percent) of the outstanding stock or other voting rights entitled to elect directors of an entity; (b) holding the ability to appoint or elect more than 50% (fifty percent) of the board of directors (or persons exercising similar functions at any meeting representing all shareholders, parties, members, or other equity holders of an entity); or (c) in the case of an entity without a governing body equivalent to a board of directors, holding an economic or other interest carrying the right to receive more than 50% (fifty percent) of the profits of the entity.
- 1.25 “Patent Owners” means 3G Patent Owners and/or LTE Patent Owners; “Patent Owner” means any one of the Patent Owners.
- 1.26 “Patents” shall mean 3G Patents and/or LTE Patents.
- 1.27 “Post-Term Units” means Products Made and/or Sold by Licensee after the Initial Term.
- 1.28 “Products” means 3G Products and/or LTE Products.



- 1.29 “Sale”, “Sell”, “Sold” or any similar variation of such term means offered for sale, sold, exported or otherwise disposed of.
- 1.30 “Standard” means 3G Standard and/or the LTE Standard.
- 1.31 “Standard Rate” means the standard royalty rate per Product for the relevant Licensed Field(s), as per the relevant Specific License Agreement, , in case Licensee is not in full compliance with its obligations under the relevant Specific License Agreement. Such Standard Rate applies with immediate effect from the first day of the reporting period to which the occurrence of such non-compliance relates until such moment that Licensor confirms in writing to Licensee that Licensee’s non-compliance has been remedied in full.
- 1.32 “Specific License Agreement” means the specific agreement that is made subject to this Agreement, for the purpose of licensing of Products within a particular Licensed Field.
- 1.33 “Term” means the term as described in Article 4 of this Agreement.
- 1.34 “Territory” means worldwide, however, limited to the scope of territorial protection of each of the Patents.

## **2. Reporting**

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- 2.1 Licensee shall, on a quarterly basis and within 1 (one) month after the end of each calendar quarter, beginning with the calendar quarter of the Effective Date, provide Licensor with a full royalty statement, for which Licensor shall provide an electronic form, which includes: per Licensed Field, the total number of units of Products Made and/or Sold by Licensee and/or Licensee Affiliates in the preceding calendar quarter and the following details for each shipment or delivery of the relevant Products: the Licensed Field(s) relevant to the Products, the model number, product type, the brand or trademark on the product, the full name of the customer, the country of Sale, the full name of the manufacturer (or the direct supplier, as the case may be), the country of manufacture and/or Sale.
- 2.2 If Licensee or any Licensee Affiliates purchase or otherwise obtain Products licensed under the relevant Licensed Field applicable under a Specific License Agreement, from a third party that is licensed by Licensor or all the Patent Owners relevant to said Specific License Agreement to Make and/or Sell Products under all of the Patents relevant under said Specific License Agreement, and such third party has: (a) timely fulfilled its royalty payment obligations under such license for all such Products; and (b) has provided Licensor with a written declaration, subject to written approval by Licensor, stating that it will be responsible for paying the royalties for such Products prior to such Products being purchased or otherwise obtained from that third party by Licensee, then Licensee shall have no royalty



obligation under this said Specific License Agreement for such Products.

- 2.3 If Licensee Sells Products to a third party that is licensed under the relevant Licensed Field applicable under a Specific License Agreement by Licensor or all the relevant Patent Owners under said Specific License Agreement to Make and/or Sell Products under all of the Patents within the relevant Licensed Field under said Specific License Agreement, Licensee shall have the royalty payment obligation under this Agreement for such Products Sold to such third party, unless: (a) the third party is a licensee in good standing of Licensor or all the relevant Patent Owners under said Specific License Agreement , as the case may be, and has fulfilled all its obligations under such license at the time Licensee Sells said Products to the third party; and (b) the third party provides Licensor with a written declaration, subject to written confirmation by Licensor, stating that it will be responsible for paying the royalties for such Products prior to such Products being Sold to that third party by Licensee; and (c) the third party timely pays all the relevant due royalties on such Products to Licensor or all said Patent Owners, as the case may be.
- 2.4 The Products for which Licensee has no royalty payment obligation for the relevant Licensed Field according to Section 2.2 and 2.3 will not be considered when calculating the Compensation due by Licensee according to the Specific License Agreement governing said Licensed Field.
- 2.5 It is understood and agreed that in all cases other than described to the contrary under Section 2.2 and 2.3 Licensee has the obligation to pay royalties for such Products according to the terms of this Agreement. For the avoidance of doubt, any (partial) exhaustion of patent rights shall not apply insofar any products Made for and/or Sold to any third party for which a royalty has not been paid, regardless of whether such third party is subject to obligations of a license agreement for the relevant Licensed Field under the relevant Patents for Products and shall therefore not affect the responsibility of Licensee to pay royalties to Licensor under this Agreement with respect to such unlicensed products.
- 2.6 Licensee shall separately report in the royalty statements as per Section 2.1, per Licensed Field the total number of units of Products that Licensee and/or Licensee Affiliates Made for or Sold to a third party licensed for the relevant Licensed Field with respect to such products under the relevant Patents in the preceding calendar quarter provided that no royalty for such products is due by Licensee pursuant to Section 2.2 and 2.3, and, the following details for each shipment or delivery of the relevant Products: relevant Licensed Field, the model number, a brief description of the product or product type, the brand or trademark on the product, the full name of the customer, the country of Sale, the full name of the manufacturer (or the direct supplier, as the case may be), the country of manufacture and/or Sale.
- 2.7 Upon request from Licensor, Licensee will provide documentation sufficient to demonstrate that any Product listed in the report as per Section 2.6 were





purchased from or Sold to a licensed third party including, but not limited to, invoices showing such purchase or Sale. If Licensee fails to provide Licensor with such documentation within 30 (thirty) days of Licensor's request, Licensee will pay the due royalties for all such Products for which no such documentation has been provided to Licensor within 15 (fifteen) days after the date of Licensee's failure.

- 2.8 Licensor shall not disclose any of the information comprised in the royalty reports provided by Licensee or Licensee Affiliates under this Agreement to any third party, except: (a) Licensor's affiliates are not considered third parties; (b) if such disclosure was done in an aggregated form, anonymizing any third party information; (c) as provided for in this Agreement or with the prior written consent of Licensee or Licensee Affiliate; (d) to any governmental body specifically requiring such disclosure (e.g. customs for verification of license compliance to prevent seizure of goods); (e) for the purposes of disclosure in connection with any possible financial or regulatory filings, reports or disclosures that may be required under applicable laws or regulations; (f) to a Party's accountants, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein; (g) if disclosure is demanded by a subpoena, order from a court or governmental body, or as may otherwise be required by law or regulation, and, if legally possible, subject to protective order or written agreement between counsel that such disclosure shall be limited to "Attorneys' Eyes Only"; and, in the case disclosure is pursuant to a protective order, such protective order shall provide, to the extent practicable, that any disclosure under a protective order would be protected under an "Attorneys' Eyes Only" or higher confidentiality designation; (h) if the information is obtained from another source than the royalty reports; or (i) if the information is made publicly available by Licensee.
- 2.9 Licensee and Licensee Affiliates shall keep and maintain accurate and detailed books and records in paper and electronic form including, but not limited to, all books and records related to the organization chart showing the relationship of Licensee and all Licensee Affiliates and all production, purchases, stocks, deliveries, technical specifications of all products, and sales records related to Products (all books and records collectively referred to as "Necessary Records"). Necessary Records pertaining to a particular royalty reporting period, including Necessary Records relating to the Making and/or Selling of any Products, shall be maintained for 5 (five) years after the expiry of the Term.
- 2.10 At the end of the Term, Licensor shall have the right to audit Licensee's and Licensee Affiliates' Necessary Records for verification of the amount of Products actually Made and/or Sold during the Term in comparison to the amounts reported as Made and/or Sold according to Article 2.

### **3. Representations and Warranties**

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- 3.1 Licensor represents and warrants that it has the authority, power, and right to





- enter into this Agreement and to grant Licensee and Licensee Affiliates the rights, privileges, and releases herein set forth.
- 3.2 Nothing in this Agreement shall be construed as: (a) a warranty or representation by Licensor as to the validity or scope of any of the Patents; (b) a warranty or representation by Licensor that anything Made and/or Sold under any right granted in this Agreement is free from infringement or will not infringe, directly, contributorily, by inducement or otherwise under the laws of any country any patent or other intellectual property right different from the Patents; or (c) a warranty or representation by Licensor that the Patents include all patents essential to practice the relevant Standard throughout the world.
- 3.3 Each Party represents and warrants that this Agreement and the transactions contemplated hereby do not violate or conflict with or result in a breach under any other agreement to which it is subject as a party or otherwise.
- 3.4 Each Party represents and warrants that, in executing this Agreement, it does not rely on any promises, inducements, or representations made by the other Party or any third party with respect to this Agreement or any other business dealings with the other Party or any third party, now or in the future except those expressly set forth herein.
- 3.5 Each Party represents and warrants that it is not presently the subject of a voluntary or involuntary petition in bankruptcy or the equivalent thereof, does not presently contemplate filing any voluntary petition, and does not presently have reason to believe that an involuntary petition will be filed against it.
- 3.6 Other than the express warranties set forth in this Article 3, the Parties make NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

#### **4. Term and Termination**

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- 4.1 This Agreement is effective as of the Effective Date and will be in force and effect for a term of 5 (five) years after the Effective Date ("Initial Term"), unless terminated earlier by Licensor in accordance with Section 4.3 or Section 4.4, or extended as per Section 4.2 (whatever duration of this Agreement applies is referred to as "Term").
- 4.2 The Initial Term of this Agreement shall automatically be extended for subsequent periods of 5 (five) years after the expiry of the Initial Term or any subsequent 5 (five) year period(s), unless a Party provides written notice of termination to the other Party no later than 6 (six) months before expiry of the Initial Term or expiry of any subsequent 5 (five) year period(s) ("Extended Term"). In the event that this Agreement (and with it the licenses set forth in the relevant Specific License Agreement(s)) expire, Licensee hereby, on behalf of itself and its Licensee Affiliates, represents and warrants that as of the date on which this Agreement expired, Licensee and Licensee Affiliates shall immediately cease to Make and/or Sell



Products, unless Licensee and its Licensee Affiliates has/have otherwise acquired separate licenses under the Patents.

- 4.3 In the event of a material breach of Licensee, Licensor has the right to terminate this Agreement with immediate effect. In such event, Licensee, on behalf of itself and its Licensee Affiliates, represents and warrants that at the time of said termination of this Agreement, Licensee and Licensee Affiliates shall immediately cease to Make and/or Sell Products unless Licensee and/or Licensee Affiliates have otherwise acquired separate licenses under the Patents.
- 4.4 In the event of failure of Licensee to report royalties, provide due assistance and/or make payment for any due amounts, Licensee shall have 30 (thirty) days to remedy such failure, of which failure Licensor may provide notice, until such failure shall be considered material breach. In the event aforementioned types of failure occur multiple times within the Term, Licensor may consider this a material breach with no further right for Licensee to remedy.

**5. Entrance Fee and Payment**

- 5.1 In the event Licensee shall enter into one or more Specific License Agreement(s), Licensee shall pay to Licensor the non-refundable amount of **EUR 5,000.00** (five thousand Euros) as an entrance fee, apart from any financial consideration to satisfy any due royalties under any and all Specific License Agreement(s).
- 5.2 The Compensation shall be paid by wire transfer to Licensor’s bank account as specified in the invoice provided by Licensor, or in absence thereof, a per the herein below:

Bank Name and Address	EFG BANK (Luxembourg) S.A., Attn Monia Malaggesse 56, Grand-Rue, L-1661 Luxembourg
Account Name/Recipient	SISVEL INTERNATIONAL S.A.
Currency	EUR
IBAN	LU54 3010 9782 16EU R001
Swift Code/BIC	CABILULL
Reference	[Invoice number] [Licensee’s name] Sisvel Int.

SEPA transfer to be made through correspondent:

Bank Name	Banque et Caisse d’Epargne de l’Etat - Luxembourg
Swift Code/BIC	BCEELULL

**6. Miscellaneous**

- 6.1 This Agreement may be executed in counterparts, each of which shall be deemed



to be an original, but which together shall be deemed to constitute a single document.

- 6.2 This Agreement may not be modified, altered, or changed in any manner whatsoever unless in writing and duly executed by authorized representatives of all Parties. The written form requirement also applies to this clause.
- 6.3 The Agreement is governed by and construed in accordance with the laws of Germany and irrespective of any choice-of-law principle that might dictate a different governing law. The courts of Mannheim, Germany, shall have exclusive jurisdiction for any and all disputes arising from or in connection with this Agreement.
- 6.4 This Agreement or any right or obligation thereof may not be assigned by Licensee without Licensor’s prior written consent.
- 6.5 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and replaces any prior oral or written agreements between the Parties involving the same.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed on the Effective Date.

**Sisvel International S.A.**

**[Licensee]**

\_\_\_\_\_  
Name: MattiaFogliacco  
Title: CEO

\_\_\_\_\_  
Name: [...]  
Title: [...]

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

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

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## Attachment A

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### Licensee Affiliates

[...]



## SISVEL MOBILE COMMUNICATION PROGRAM SPECIFIC LICENSE AGREEMENT – 3G

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This Specific License Agreement under the 3G Patents (“3G Agreement”), effective as of [EFFECTIVE DATE] (“3G Effective Date”), is entered into by and between **Sisvel International S.A.**, a company having its principal place of business at 6, Avenue Marie Thérèse, 2132 Luxembourg, Grand Duchy of Luxembourg (“Sisvel” or “Licensor”) and [Licensee], a company having its principal place of business at [Licensee Office Address] (“Licensee”) (individually, a “Party” and collectively, the “Parties”).

WHEREAS, 3G Licensing S.A., Koninklijke KPN N.V., Mitsubishi Electric Corporation and Sisvel are the owners of certain patents, which have been determined to be technically or commercially essential for the 3G Standard;

WHEREAS, Licensor owns the right to license the 3G Patents and to grant past and future releases and covenants not to sue;

WHEREAS, Licensor claims that Licensee’s 3G Products infringe upon one or more of the claims of the 3G Patents;

WHEREAS, Licensee desires to settle the existing dispute with Licensor with respect to infringement of the 3G Patents and such settlement shall cover the past and future use of the Patents in 3G Products until the end of the Term;

NOW, THEREFORE, the Parties agree as follows:

### **1. Governing Terms**

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1.1 This 3G Agreement is subject to the terms of the “SISVEL MOBILE COMMUNICATION PROGRAM MASTER AGREEMENT” agreed between Licensor and Licensee, with and effective date of [EFFECTIVE DATE] (“Master Agreement”).

1.2 All defined terms of the the Master Agreement shall have the same defined meaning under this 3G Agreement unless otherwise defined herein. When referring to “Sections” or “Articles” without specification, this means a “Section” or “Article” of this 3G Agreement.

1.3 In the event of conflict between the Master Agreement and this Specific License Agreement, the terms of the Specific License Agreement shall take precedence.

### **2. Release, Covenant and License**

2.1 All rights granted under the 3G Patents according to this 3G Agreement are non-exclusive, non-transferrable and limited to the use of the 3G Field and to the



Territory for the Term.

- 2.2 Subject to Licensee's full compliance with the payment obligations in Article 3 and the further obligations set forth in this 3G Agreement, Licensor hereby releases, acquits, and forever discharges Licensee and Licensee Affiliates listed in **Attachment A** of the Master Agreement from any and all claims of infringement of the 3G Patents arising out of the 3G Products Made and/or Sold before the Effective Date. Licensor covenants not to sue Licensee, its successors and Licensee Affiliates as well as any downstream customers or end-users, from liability for infringement of any of the 3G Patents for Past Use. The release and covenant not to sue in accordance with this Section 2.2 is not in force nor effect if this 3G Agreement is terminated by Licensor, where Licensor will have the right to sue and otherwise seek and obtain compensation from Licensee for any Past Use, without limitation as to the time for bringing any such suit. Licensor relied on Licensee's ongoing performance of its obligations under this 3G Agreement in providing the release and covenant of this Section 2.2.
- 2.3 Subject to Licensee's full compliance with the payment obligations in Article 3 and the further obligations set forth in this 3G Agreement, Licensor hereby grants to Licensee a royalty bearing license to use, Make and/or Sell 3G Products under the 3G Patents.
- 2.4 The Term of this Specific License Agreement is defined by the Term of the Master Agreement. Reference is made to Article 4 of the Master Agreement for Term and Termination, which also applies accordingly to this Specific License Agreement.
- 2.5 Licensee understands that it is free to negotiate releases, covenants and licenses, also for separate portions of the 3G Patents Held by one or more of the 3G Patent Owners on a bilateral basis, subject to different terms and conditions. However, Licensee wishes to obtain the release, covenant and license for the 3G Patents in a joint approach from all 3G Patent Owners at once, as subject to this 3G Agreement.

### **3. Payment of Compensation**

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- 3.1 In consideration of the rights granted to Licensee by Licensor under this 3G Agreement, Licensee shall make the following non-refundable and non-recoupable payments to Licensor ("3G Compensation"), each upon 30 (thirty) days of Licensee's receipt of the respective invoice from Licensor:
- 3.1.1 The amount of EUR [.....] ([.....] Euros) for Past Use covenant under the 3G Patents granted under Section 2.2; and
- 3.1.2 A quarterly payment of running royalties for each 3G Product Made and/or Sold in the preceding quarter, the due amount for each quarter to be determined on the basis of 3G Products Made and/or Sold licensed under the 3G Patents under Section 2.2 as reported per Article 2 of the Master Agreement, under either a Standard



Rate of **EUR 0.45** (forty-five Euro cents) per Product (“3G Standard Rate”), or a Compliant Rate of **EUR 0.35** (thirty-five Euro cents) per Product (“3G Compliant Rate”).

- 3.2 All costs, stamp duties, taxes and other similar levies arising from or in connection with the conclusion of this 3G Agreement shall be borne by Licensee. In the event that the government of a country imposes any taxes on payments made by Licensee to Licensor hereunder and requires Licensee to withhold such tax from such payments, Licensee may deduct such tax from such payments. In such an event, Licensee shall promptly provide Licensor with tax receipts issued by the relevant tax authorities so as to enable Licensor to support a claim for credit against taxes which may be payable by Licensor and to enable Licensor to document, if necessary, its compliance with tax obligations in any applicable jurisdiction. The Parties commit to assist and support each other upon reasonable request of the other Party in any call for declarations, documents or details pertaining to this 3G Agreement, in order to satisfy tax authorities and to avoid the payment of any undue taxes, including but not limited to withholding tax.

**Sisvel International S.A.**

**[Licensee]**

\_\_\_\_\_  
Name: Mattia Fogliacco  
Title: CEO

\_\_\_\_\_  
Name: [...]  
Title: [...]

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

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





## Attachment 3G-A

### 3G Patents listed per 3G Patent Owner

Koninklijke KPN N.V.

(The patents held by KPN are offered only with an additional field of use limitation that excludes machine type communication (MTC), cars and smart meters.)

US 5528629	EP 0751643 (GB)	EP 2337403 (FR)
JP 2640595	EP 0751643 (NL)	EP 2337403 (GB)
CA 2050979	EP 0785692	EP 2337403 (NL)
EP 0475520 (AT)	EP 0785692 (ES)	EP 2337403 (SE)
EP 0475520 (BE)	EP 0785692 (FR)	JP 4987126
EP 0475520 (CH)	EP 0785692 (UK)	US 8549151
EP 0475520 (DE)	EP 0785692 (NL)	CN 101953136
EP 0475520 (DK)	EP 0785692 (SE)	IN 273904
EP 0475520 (ES)	CN101960886	CN 102960015
EP 0475520 (FI)	US 9014667	JP 5536230
EP 0475520 (FR)	US 9247426	US 8626175
EP 0475520 (GB)	US 9253637	EP 2517495 (DE)
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EP 0475520 (NO)	JP 5308459	EP 2517495 (FI)
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Mitsubishi Electric Corporation

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US 7599384	EP 0852885 (GR)	US 6678527
CA 2318480	HK 1015598	EP 1059822
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DE 69929535.1	EP 1249151 (LU)	EP 1219045
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KR 10-539720	EP 1873980 (GB)	HK 1121598B
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EP 1198917 (SE)	EP 1470684 (IT)	JP 3797969
US 7603606	JP 4054764	KR 10-511856
US 7849376	JP 4586056	MX 242118
EP 1249151	KE 543	RU 2298876
AT E562460	KR 10-704036	US 7020108
AU 766819	MX 256099	EP 1247417 (AT)
EP 1249151 (BE)	RU 2283542	BR 0107398.2
BR 0107654.0	US 8571548	CA 2395756
CA 2395586	ZA 2004/5171	EP 1247417 (CH)
EP 1249151 (CH)	EP 1119948	CN ZL01803595.7
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CN ZL200510072602.9	CA 2344594	EP 1247417
DE 60146703.5	EP 1119948 (CH)	ES 2295127
DK 1249151	CN ZL99811866.4	FI 109862
ES 2389497	DE 69916870.8	EP 1247417 (FR)
FI 109071	ES 2220115	EP 1247417 (GB)
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HK 1087293	JP 3445245	SG 89969
EP 1249151 (IE)	EP 1119948 (NL)	TR 1247417
IN 221857	EP 1119948 (SE)	ZA 2002/5455
EP 1249151 (IT)	US 7359403	EP 1264504
KR 10-554710	US 7873075	BR 0108480.1



CA 2401037	CN ZL200480040893.7	CN ZL200680007903.6
CN ZL01805488.9	EP 1712036	EP 1872541
DE 60130436.5	IN 263794	IN 5780/DELNP/2007
ES 2292570	JP 4468960	JP 4594421
FI 110352	KR 10-787532	KR 10-0929314
EP 1264504 (FR)	MX 263306	MX 276728
EP 1264504 (GB)	RU 2337490	RU 2396719
EP 1264504 (IT)	RU 2407238	SG 135524
JP 3961774	SG 124030	TW I301381
KR 10-0501836	ZA 2006/6042	ZA 2007/09066
EP 1264504 (NL)	US 8155060	US 7894443
SG 89929	BR 0512333.0	EP 1925142 (AT)
US 7751803	CA 2571423	EP 1925142 (BE)
ZA 2002/5088	CN ZL200580026115.7	EP 1925142 (CH)
US 7116651	DE 602005052009.0	CN ZL200680038765.8
DE 60322235.8	EP 1759555	EP 1925142 (CZ)
EP 1540864 (EP)	ES 05755179	DE 602006047103.3
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AU 2005283836	EP 1759555 (IT)	EP 1925142 (GB)
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DE 602005014122.7	KR 10-1013227	IN 1800/DELNP/2007
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EP 1794950 (GB)	MX 265415	JP 4875084
IN 264926	EP 1759555 (NL)	KR 10-0950843
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KR 10-915853	SG 153841	PK 140975
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3G Licensing S.A.

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## SISVEL MOBILE COMMUNICATION PROGRAM SPECIFIC LICENSE LTE AGREEMENT – LTE

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This Specific License Agreement under the LTE Patents (“LTE Agreement”), effective as of [EFFECTIVE DATE] (“LTE Effective Date”), is entered into by and between **Sisvel International S.A.**, a company having its principal place of business at 6, Avenue Marie Thérèse, 2132 Luxembourg, Grand Duchy of Luxembourg (“Sisvel” or “Licensor”) and [Licensee], a company having its principal place of business at [Licensee Office Address] (“Licensee”) (individually, a “Party” and collectively, the “Parties”).

WHEREAS, 3G Licensing S.A., Airbus DS SLC, Koninklijke KPN N.V., Mitsubishi Electric Corporation, Orange S.A. and Sisvel are the owners of certain patents, which have been determined to be technically or commercially essential for the LTE Standard;

WHEREAS, Licensor owns the right to license the LTE Patents and to grant past and future releases and covenants not to sue;

WHEREAS, Licensor claims that Licensee’s LTE Products infringe upon one or more of the claims of the LTE Patents;

WHEREAS, Licensee desires to settle the existing dispute with Licensor with respect to infringement of the LTE Patents and such settlement shall cover the past and future use of the Patents in LTE Products until the end of the Term;

NOW, THEREFORE, the Parties agree as follows:

### **1. Governing Terms**

1.1 This LTE Agreement is subject to the terms of the “SISVEL MOBILE COMMUNICATION PROGRAM MASTER AGREEMENT” agreed between the Licensor and Licensee, with and effective date of [EFFECTIVE DATE] (“Master Agreement”).

1.2 All defined terms of the the Master Agreement shall have the same defined meaning under this LTE Agreement unless otherwise defined herein. When referring to “Sections” or “Articles” without specification, this means a “Section” or “Article” of this LTE Agreement.

1.3 In the event of conflict between the Master Agreement and this Specific License Agreement, the terms of the Specific License Agreement shall take precedence.

### **2. Release, Covenant and License**

2.1 All rights granted under the LTE Patents according to this LTE Agreement are



non-exclusive, non-transferrable and limited to the use of the LTE Field and to the Territory for the Term.

- 2.2 Subject to Licensee's full compliance with the payment obligations in Article 3 and the further obligations set forth in this LTE Agreement, Licensor hereby releases, acquits, and forever discharges Licensee and Licensee Affiliates listed in **Attachment A** of the Master Agreement from any and all claims of infringement of the LTE Patents arising out of the LTE Products Made and/or Sold before the Effective Date. Licensor covenants not to sue Licensee, its successors and Licensee Affiliates as well as any downstream customers or end-users, from liability for infringement of any of the LTE Patents for Past Use. The release and covenant not to sue in accordance with this Section 2.2 is not in force nor effect if this LTE Agreement is terminated by Licensor, where Licensor will have the right to sue and otherwise seek and obtain compensation from Licensee for any Past Use, without limitation as to the time for bringing any such suit. Licensor relied on Licensee's ongoing performance of its obligations under this LTE Agreement in providing the release and covenant of this Section 2.2.
- 2.3 Subject to Licensee's full compliance with the payment obligations in Article 3 and the further obligations set forth in this LTE Agreement, Licensor hereby grants to Licensee a royalty bearing license to use, Make and/or Sell LTE Products under the LTE Patents.
- 2.4 The Term of this Specific License Agreement is defined by the Term of the Master Agreement. Reference is made to Article 4 of the Master Agreement for Term and Termination, which also applies accordingly to this Specific License Agreement.
- 2.5 Licensee understands that it is free to negotiate releases, covenants and licenses, also for separate portions of the LTE Patents Held by one or more of the LTE Patent Owners on a bilateral basis, subject to different terms and conditions. However, Licensee wishes to obtain the release, covenant and license for the LTE Patents in a joint approach from all LTE Patent Owners at once, as subject to this LTE Agreement.

### **3. Payment of Compensation**

- 3.1 In consideration of the rights granted to Licensee by Licensor under this LTE Agreement, Licensee shall make the following non-refundable and non-recoupable payments to Licensor ("LTE Compensation"), each upon 30 (thirty) days of Licensee's receipt of the respective invoice from Licensor:
- 3.1.1 The amount of EUR [.....] ([.....] Euros) for Past Use covenant granted under Section 2.2; and
- 3.1.2 A quarterly payment of running royalties for each LTE Product Made and/or



Sold in the preceding quarter, the due amount for each quarter to be determined on the basis of LTE Products Made and/or Sold licensed under the LTE Patents under Section 2.2 as reported per Article 2 of the Master Agreement, under either a Standard Rate rate of **EUR 0.66** (sixty six Euro cents) per Product (“LTE Standard Rate”), or a Compliant Rate of **EUR 0.53** (fifty three Euro cents) per Product (“LTE Compliant Rate”).

- 3.2 All costs, stamp duties, taxes and other similar levies arising from or in connection with the conclusion of this LTE Agreement shall be borne by Licensee. In the event that the government of a country imposes any taxes on payments made by Licensee to Licensor hereunder and requires Licensee to withhold such tax from such payments, Licensee may deduct such tax from such payments. In such an event, Licensee shall promptly provide Licensor with tax receipts issued by the relevant tax authorities so as to enable Licensor to support a claim for credit against taxes which may be payable by Licensor and to enable Licensor to document, if necessary, its compliance with tax obligations in any applicable jurisdiction. The Parties commit to assist and support each other upon reasonable request of the other Party in any call for declarations, documents or details pertaining to this LTE Agreement, in order to satisfy tax authorities and to avoid the payment of any undue taxes, including but not limited to withholding tax.

**Sisvel International S.A.**

**[Licensee]**

\_\_\_\_\_  
Name: Mattia Fogliacco  
Title: CEO

\_\_\_\_\_  
Name: [...]  
Title: [...]

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

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



## Attachment LTE-A

Patents listed per LTE Patent Owner

### 3G Licensing S.A.

BR PI0116844	US 8194608	EP 1771978 (FR)
CA 2436318	US 8565159	EP 1771978 (GB)
CN 1284139	CN 200680016492	IN 272738
DE 60142490.5	JP 5384934	EP 1771978 (IT)
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Sisvel International S.A.



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BETWEEN SISVEL AND [LICENSEE] [EFFECTIVE DATE]