



## **SISVEL WLAN PROGRAM LICENSE AGREEMENT**

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 principle place of business at 6, Avenue Marie Therese, 2132 Luxembourg, Grand Duchy of Luxembourg ("Sisvel" or "Licensor") and [Licensee's name], a company having its principal place of business at [Licensee's office address] ("Licensee") (individually, a "Party" and collectively, the "Parties").

WHEREAS, the WLAN Patent Owners identified in **Attachment A** are the owners of certain patents, which have been determined to be technically or commercially essential for the WLAN Standard;

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

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

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

NOW, THEREFORE, the Parties agree as follows:

### **1. Defined Terms**

- 1.1 "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.
- 1.2 "Compensation" means the overall payment due by Licensee as described in Section 3.1.
- 1.3 "Compliant Rate" means the reduced royalty rate per WLAN Product as per Section 3.1.2.2 in case Licensee is in full compliance with its obligations under this 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 WLAN Products for the Licensed Field, as applicable, and such royalty statements are true, complete and accurate in every respect.
- 1.4 "Extended Agreement" means the possible further/extended agreement between the Parties with regard to Post-Term Units as further defined in Section 2.4.



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- 1.5 “Intermediate Products” means components and subassemblies of WLAN Products Made or Sold as standalone items and not incorporated in WLAN Products at the time they were Made or Sold, such as, without limitation, ASICs, chipsets, semiconductor components, embedded modules and firmware and software components. The Parties agree that: (i) Intermediate Products do not include any discrete device that is designed for fixed connection and readily connectable to the electrical systems of a motor vehicle without any substantial modification to such device (the “In-dash Products”); (ii) final assembly by a vehicle manufacturer to add a user interface (HMI) or operation means for hide away installation which are connected to and operated by a separate head unit shall not be considered a substantial modification for purposes of this definition; and (iii) In-dash Products conforming to or practicing all or any part of the WLAN Standard shall be considered WLAN Products under Section 1.20, irrespective of their possible qualification as Intermediate Products.
- 1.6 “Licensed Field” means only the functionality or portion implementing such functionality within any WLAN Product that conforms to or practices all or any part of the WLAN Standard or that enables products to make use of the WLAN Standard. For the avoidance of doubt, no functionality or portion implementing such functionality conforming to or practicing any Mobile Standard or standard other than the WLAN Standard will be licensed under this Agreement.
- 1.7 “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 B**. 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.
- 1.8 “Make”, “Made” or any similar variation of such term means made, have made, purchased, imported, or otherwise obtained.
- 1.9 “Mobile Standards” shall mean those technical specifications for mobile telecommunications promulgated by International Telecommunication Union (ITU), European Telecommunications Standards Institute (ETSI), Telecommunications Industry Association (TIA), Telecommunications Technology Association (TTA), Association of Radio Industries and Businesses (ARIB), Institute of Electrical and Electronics Engineers (IEEE), 3rd Generation Partnership Project (3GPP) and other similar recognized government, industry-wide or other regulatory authorities, and which, inter alia, specify the technical and other requirements for conformity and compliance with



mobile telecommunications systems, including modifications, updates and derivatives accepted by such authorities. For the avoidance of doubt, Mobile Standards shall include but not limited to the GSM/GPRS/EDGE standard, UMTS standard, CDMA standard, LTE standard and WiMAX standard. Furthermore, the WLAN Standard shall not be deemed a Mobile Standard for the purpose of this definition.

- 1.10 “Necessary Records” means the books and records as described in Section 4.9.
- 1.11 “Past Use” means WLAN Products Made and/or Sold by Licensee prior to the Effective Date.
- 1.12 “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.
- 1.13 “Patent Owners” means any natural person or legal person or entity identified in **Attachment A** and owning or controlling certain of the Patents as listed therein.
- 1.14 “Patents” means all and any patents (including patent applications hereinafter) as described in **Attachment A**, owned by the Patent Owners as indicated in **Attachment A** at the Effective Date, considered technically or commercially essential to the WLAN Standard and (i) their worldwide families; (ii) all granted patents and pending applications throughout the world, which share priority with or claim priority on any such patents and applications; and (iii) any divisionals, renewals, continuations (including continued prosecution applications), continuations-in-part, reissues, reexaminations, inter partes reviews, utility models, foreign counterpart, parent or extension of such patents and patent applications, and any patent or patent application whose priority is based upon or in common with such patents and patent applications. Any amendments to the list of Patents in **Attachment A** shall be effective upon the posting of such new **Attachment A** on the Licensor’s website (“Sisvel WLAN Patent Brochure” or similar document on [www.sisvel.com](http://www.sisvel.com)) and such posting shall constitute notice to Licensee.
- 1.15 “Post-Term Units” means WLAN Products Made and/or Sold by Licensee after



the Term.

- 1.16 “Sale”, “Sell”, “Sold” or any similar variation of such term means offered for sale, sold, exported or otherwise disposed of.
- 1.17 “Standard Rate” means the standard royalty rate per WLAN Product for the relevant Licensed Field, as per Section 3.1.2.2, in case Licensee is not in full compliance with its obligations under this 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.
- 1.18 “Term” means the term as described in Article 6 of this Agreement.
- 1.19 “Territory” means worldwide, however, limited to the scope of territorial protection of each of the Patents.
- 1.20 “WLAN 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 “[List Licensee’s main brand(s)]” and primarily designed as user equipment and that conform to or practice all or any part of the WLAN Standard and infringing upon one or more of the claims of the Patents within the Licensed Field. Intermediate Products are not considered WLAN Products.
- 1.21 “WLAN Standard” shall mean the standard specifications identified below:
- IEEE Std 802.11-2007
  - IEEE Std 802.11n-2009
  - IEEE Std 802.11-2012
  - IEEE Std 802.11ac

In addition, the Parties confirm and agree that the definition of the WLAN Standard may be updated to include further standard specifications that do not fundamentally alter the technical character of the standard as adopted in the specifications above. In the event of any such update of further standard specifications, Sisvel shall revise the list of standard specifications on Sisvel’s website and such update shall be effective as of the date that the additional standard specification(s) is identified on Sisvel’s website in the list of standard specifications licensed under Sisvel’s Joint WLAN Licensing Program. For the avoidance of all doubt, the WLAN Standard does not include any Mobile Standards or other standards, in part or as a whole.

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

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



exclusive, non-transferrable and limited to WLAN Products in the Licensed 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 Agreement, Licensor hereby releases, acquits, and forever discharges Licensee and Licensee Affiliates listed in **Attachment B** from any and all claims of infringement of the Patents arising out of the WLAN Products Made and/or Sold before the Effective Date as per such reported royalty statement(s) attached to this Agreement, if any. Insofar, 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 Patents for Past Use. Licensee specifically agrees that the release and covenant not to sue in accordance with this Section 2.2 is not in force or effect if this Agreement is terminated by Licensor, where Licensor will have the right to sue and otherwise seek and obtain compensation from Licensee, Licensee Affiliates as well as any downstream customers or end-users for any Past Use, without limitation as to the time for bringing any such suit. In particular, Licensee acknowledges that Licensor relied on Licensee's ongoing performance of its obligations under this 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 Agreement, Licensor hereby grants to Licensee a royalty bearing license to use, Make and/or Sell WLAN Products under the Patents.
- 2.4 At the request of Licensee, Licensor commits to negotiate with Licensee on a good faith basis a renewal/extension of the Term of this Agreement with a release for Post-Term Units under similar conditions as set forth in this Agreement ("Extended Agreement"), subject to Licensor still having the rights as described in Section 5.1, and subject to Licensor's ultimate decision whether or not to conclude such Extended Agreement.
- 2.5 Licensee represents and warrants that Licensee and Licensee Affiliates have not Made and/or Sold WLAN Products anywhere in the world prior to [Representation date].
- 2.6 Licensee understands that it is free to negotiate releases, covenants and licenses, also for separate portions of the Patents on a bilateral basis, subject to different terms and conditions. However, Licensee wishes to obtain the release, covenant and license for the Patents in a joint approach from all Patent Owners at once, as subject to this Agreement.
- 3. Payment of Compensation**
- 3.1 Licensee shall make the following non-refundable and non-recoupable payments to Licensor ("Compensation"), each upon 30 (thirty) days of

Licensee's receipt of the respective invoice from Licensor:

- 3.1.1 The amount of € **5,000.00** (five thousand Euros) as an entrance fee; and
- 3.1.2 In consideration of the rights granted to Licensee by Licensor under this Agreement,
- 3.1.2.1 The amount of € **[Amount in numbers]** (**[Amount in words]** Euros) for Past Use Covenant granted under Section 2.2; and
- 3.1.2.2 A quarterly payment of running royalties for each WLAN Product Made and/or Sold in the preceding quarter, the due amount for each quarter to be determined on the basis of reported WLAN Products Made and/or Sold as per Article 4, under either a rate of € **[Amount in numbers]** (**[Amount in words]** Euro cents) per WLAN Product ("Standard Rate"), or, a rate of € **[Amount in numbers]** (**[Amount in words]** Euro cents) per WLAN Product ("Compliant Rate").
- 3.2 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, as per the details 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	<b>[Invoice number]</b> <b>[Licensee's name]</b> WLAN Sisvel Int.

SEPA transfer to be made through correspondent:

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

- 3.3 All costs, stamp duties, taxes and other similar levies arising from or in connection with the conclusion of this 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 Agreement, in order to satisfy tax authorities and to avoid the payment of any undue taxes, including but not limited to withholding tax.

#### **4. Reporting**

- 4.1 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: the total number of units of WLAN 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 WLAN 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. Licensee shall submit the full royalty statement in accordance with this Section 4.1, in a file type specified by Licensor via e-mail to the address [WiFi.reporting@sisvel.com](mailto:WiFi.reporting@sisvel.com). Upon request from Licensor, Licensee shall render to Licensor the above full royalty statement in electronic format through an extranet or other internet website established for such purpose by Licensor.
- 4.2 If Licensee or any Licensee Affiliates purchase or otherwise obtain licensed WLAN Products from a third party that is licensed by Licensor or all the Patent Owners to Make and/or Sell WLAN Products under all of the Patents, and such third party has: (a) timely fulfilled its royalty payment obligations under such license for all such WLAN 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 WLAN Products prior to such WLAN Products being purchased from that third party by Licensee, then Licensee shall have no royalty obligation under this Agreement for such WLAN Products purchased from such third party.
- 4.3 If Licensee Sells WLAN Products to a third party that is licensed by Licensor or all the Patent Owners to Make and/or Sell WLAN Products under the Patents within the Licensed Field, Licensee shall have the royalty payment obligation under this Agreement for such WLAN 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, as the case may be, and has fulfilled all its obligations under such license at the time Licensee Sells such WLAN 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 WLAN Products prior to such



WLAN Products being Sold to that third party by Licensee; and (c) the third party timely pays all the due royalties on such WLAN Products to Licensor or all said Patent Owners, as the case may be.

- 4.4 The WLAN Products for which Licensee has no royalty payment obligation according to Section 4.2 and 4.3 will not be considered when calculating the Compensation due by Licensee according to Section 3.1.2.2.
- 4.5 It is understood and agreed that in all cases other than described to the contrary under Section 4.2 and 4.3 Licensee has the obligation to pay royalties for such WLAN 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 under the Patents for WLAN Products and shall therefore not affect the responsibility of Licensee to pay royalties to Licensor under this Agreement with respect to such unlicensed products.
- 4.6 Licensee shall separately report in the royalty statements as per Section 4.1, the total number of units of WLAN Products that Licensee and/or Licensee Affiliates Made for or Sold to a third party licensed with respect to such products under the Patents in the preceding calendar quarter provided that no royalty for such products is due by Licensee pursuant to Section 4.2 and 4.3, and, the following details for each shipment or delivery of the relevant WLAN Products: 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.
- 4.7 Upon request from Licensor, Licensee will provide documentation sufficient to demonstrate that any WLAN Products listed in the report as per Section 4.6 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 royalties for all such WLAN Products for which no such documentation has been provided to Licensor within 15 (fifteen) days after the date of Licensee's failure.
- 4.8 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.

- 4.9 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 WLAN 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 WLAN Products, shall be maintained for 5 (five) years after the expiry of the Term.
- 4.10 Licensors shall have the right to audit Licensee's and Licensee Affiliates' Necessary Records once per calendar year for verification of the amount of WLAN Products actually Made and/or Sold during the Term in comparison to the amounts reported as Made and/or Sold according to Article 4. Licensors will give Licensee written notice of such audit at least 5 (five) days prior to the audit. All such audits shall be conducted during reasonable business hours. Any audit under this Section 4.10 shall be conducted by an independent certified public accountant or equivalent ("Auditor") selected by Licensors. It shall be a material breach of this Agreement for Licensee and/or a Licensee Affiliate to fail to cooperate with the Auditor and/or to fail to provide the Auditor with all Necessary Records requested by the Auditor regardless of whether Licensee claims that such Necessary Records are subject to confidentiality obligations.
- 4.11 The cost of any audit under Section 4.10 shall be at the expense of Licensors; provided, however, that Licensee shall bear the entire cost of the audit, without prejudice to any other claim or remedy as Licensors may have under this Agreement or under applicable law, if: (i) the audit reveals a discrepancy that is greater than 3% (three percent) of the number of WLAN Products reported by Licensee or Licensee Affiliates in any of the quarterly royalty statements during the period to which the audit refers; (ii) the audit identifies



any Licensee Affiliate involved in the Making and/or Sale of any WLAN Products and not listed in **Attachment A** of this Agreement or included in the organization chart; (iii) Licensee has failed to submit any royalty statements by their due date, as per this Article 4, in respect of the period to which the audit relates; and/or (iv) Licensee or any Licensee Affiliates refuse or obstruct the audit, or the Auditor reports that Licensee or any Licensee Affiliates have refused or obstructed the audit, such as, for example, by refusing to supply all Necessary Records requested by the Auditor.

## **5. Representations and Warranties**

- 5.1 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.
- 5.2 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 WLAN Standard throughout the world.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 Other than the express warranties set forth in this Article 5, the Parties make NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

## **6. Term and Termination**

- 6.1 This Agreement is effective as of the Effective Date and 5 (five) years after the



Effective Date, unless terminated earlier by Licensor in accordance with Section 6.2 or Section 6.3 , or extended as per Section 2.4 (whatever duration of this Agreement applies is referred to as "Term").

- 6.2 In the event of a material breach of Licensee, Licensor has the right to terminate this Agreement immediately. 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 WLAN Products unless Licensee and/or Licensee Affiliates have otherwise acquired separate licenses under all the WLAN Patents.
- 6.3 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.

## **7. Bank Guarantee**

- 7.1 As an assurance of fulfillment of its obligations under the terms of this Agreement, including, but not limited to, payment of amounts due under this Agreement by their due date, submission of royalty statements by their due date, compliance with the audit procedures according to Sections 4.10 and 4.11, and renewal or replacement of the bank guarantee according to this Article 7, if any, Licensee covenants that it will provide Licensor with a continuing bank guarantee from a first class international bank according to the form indicated in **Attachment C** hereto if so requested by Licensor on a case by case basis on its reasonable determination.
- 7.2 For such bank guarantee in Section 7.1 above, Licensor will have: (a) the right to call up to the full amount of such bank guarantee each time Licensee and/or Licensee Affiliates should fail to fulfill its obligations under the terms of this Agreement, including, but not limited to, payment of amounts due under this Agreement by their due date, submission of royalty statements by their due date, compliance with the audit procedures according to Sections 4.10, 4.11 and other relevant sections hereinabove, or renewal or replacement of the bank guarantee according to this Article 7; (b) the right to keep any amounts from the bank guarantee sufficient to compensate for any damages caused by Licensee's failure to fulfill its obligations, including costs and attorneys' fees as they are incurred; (c) the right to keep up to the full amount of such bank guarantee until such time as the extent of such damage can be determined with certainty; and (d) the right to keep the full amount of the bank guarantee as liquidated damages if the extent of the damage described in (c) above cannot be determined with certainty within 1 (one)



year from the date on which Licensors calls the bank guarantee. It is understood that Licensor shall have the rights (a)-(d) specified in this Section 7.2 should Licensee or any Licensee Affiliates fail to discharge any obligation of this Agreement.

- 7.3 For avoidance of doubt, any amount drawn from the bank guarantee will not be considered as a full or partial fulfillment of any obligations of Licensee under the terms of this Agreement, including the not fulfilled obligations for which the bank guarantee was called. Should the original bank guarantee or any subsequent bank guarantee provided by Licensee under this Article 7 expire prior to expiration of this Agreement, Licensee covenants that it will obtain and provide Licensor with a renewed or replaced bank guarantee for the same period and in the same amount as the original bank guarantee at least 3 (three) months before the expiration of the existing bank guarantee. Should Licensee fail to obtain or provide a renewed or replaced bank guarantee at least 3 (three) months before the expiration of the existing bank guarantee, Licensor may, at its discretion, expressly terminate this Agreement in accordance with the provisions of Article 6 of this Agreement and/or call the full amount of the existing bank guarantee and keep such full amount as a deposit for use as if it were the bank guarantee until Licensee provides a renewed or replaced bank guarantee. Licensee agrees that the bank guarantee will not be returned before its expiration even if Licensee and licensed Licensee Affiliates no longer Make and/or Sell or otherwise dispose of WLAN Products. Licensee further agrees that its obligation to obtain and provide Licensor with a renewed or replacement bank guarantee will persist until the expiration or termination of this Agreement even if Licensee and licensed Licensee Affiliates no longer Make and/or Sell or otherwise dispose of WLAN Products.

## **8. Miscellaneous**

- 8.1 Any communication, including notices, relating to this Agreement shall be made in the English language, and sent either by e-mail, fax, certified mail with return receipt requested, or by overnight delivery by commercial or other service which can verify delivery to the following addresses and such notice so sent shall be effective as of the date it is received by the other Party:



for Licensor:  <b>Sisvel International S.A.</b> WLAN Program Manager 6, Avenue Marie Thérèse L-2132 Luxembourg Grand Duchy of Luxembourg  E-mail: <a href="mailto:nick.webb@sisvel.com">nick.webb@sisvel.com</a> Fax: +352 28 22 50 40	for Licensee:  [Licencee's company name] [Licensee's representative] [Licensee's address] [Licensee's address] [Licensee's country]  E-mail: [Representative's email address] Fax: [Licensee's fax number]
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- 8.2 Each Party shall notify the other Party in writing of any change in the communication information contained in Section 8.1 within 15 (fifteen) calendar days of such change.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 This Agreement or any right or obligation thereof may not be assigned by Licensee without Licensor's prior written consent.
- 8.7 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.

*[signature page follows]*



**Sisvel International S.A.**

**[Licensee's full company name]**

\_\_\_\_\_  
Name: Mattia Fogliacco

Title: CEO

\_\_\_\_\_  
Name: [Signatory name]

Title: [Signatory's title]

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

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

## Attachment A

### Patents listed as per Patent Owner

#### Orange S.A.

CN ZL 201080051448	DE (EP) 0616445	FR 2671923	US 5197061
DE (EP) 2499865	EP 0616445	GB (EP) 0820172	
ES (EP) 2499865	FR (EP) 0616445	IT (EP) 0820172	DE (EP) 0441730
FR (EP) 2499865	GB (EP) 0616445	JP 575568	EP 0441730
GB (EP) 2499865	IT (EP) 0616445	NL (EP) 0820172	FR 2658017
IT (EP) 2499865		SE (EP) 0820172	GB (EP) 0441730
JP 5774017	AU 655959	US 5307376	US 5228025
KR 10-2012- 7015216	CA 2059455	DE (EP) 0448492	US7224683
RU 2560929	DE (EP) 0820172	EP 0448492	
US 13/509753	EP 0820172	FR 2660131	
	ES (EP) 0820172	GB (EP) 0448492	

#### Fraunhofer Institut für Integrierte Schaltungen IIS

DE (EP) 1123597  
ES (EP) 1123597  
FR (EP) 1123597  
GB (EP) 1123597  
IT (EP) 1123597  
JP 3464981  
PL 192020  
US 6314289

#### Koninklijke KPN N.V.

AU 76146/94	NL 9301494	IT (EP) 831613
BE (EP) 0716797	NO 315349	NL (EP) 831613
CH (EP) 0716797	PT (EP) 0716797	SE (EP) 831613
DE (EP) 0716797	SE (EP) 0716797	
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**Hera Wireless S.A.**

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US 7613151		US 8380141
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US 7873389	DE (EP) 1925104	

**Columbia University**

US 8537922  
US 9036605  
US 8750242

**Aegis 11, S.A.**

KR 10-0622108	IT (EP) 1538763	GB (EP) 1609330
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**Enact IP, S.A.**

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IT 1777879	US 8068476	US 7859987
US 7688767	US 7668130	



## Attachment B

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### Licensee Affiliates

[Insert Licensee Affiliates]

## Attachment C

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### Form of Bank Guarantee

**Sisvel International S.A.**  
6, Avenue Marie Thérèse  
2132 Luxembourg  
Grand Duchy of Luxembourg

We hereby open our irrevocable guarantee no. [INSERT NUMBER] in your favor

By order of: [INSERT DETAILS FOR BANK] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On behalf of: [INSERT DETAILS FOR LICENSEE] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In favor of: **Sisvel International S.A.**

Valid: From [INSERT EFFECTIVE DATE]  
until [INSERT DATE FIVE YEARS AFTER EFFECTIVE DATE]

We have been informed that [INSERT LICENSEE'S NAME], hereinafter called Licensee, and you, as the licensor, have entered into a license agreement and have been asked by Licensee to issue this Letter of Guarantee in your favor to guarantee the fulfillment of its contractual obligations under the terms of such license agreement.

In consideration of the aforesaid, we [INSERT NAME OF BANK], by order of our customer, Licensee, acting on behalf of Licensee, irrespective of the validity and the legal effects of the above-mentioned license agreement, and waiving all rights to objections and defenses arising therefrom, hereby irrevocably undertake to pay to you on receipt of your first written demand any sum or sums claimed by you up to but not exceeding € [INSERT AMOUNT IN NUMBERS] ([INSERT AMOUNT IN WORDS] Euros) over the life of this Letter of Guarantee, provided always that such written demand is accompanied by your signed statement that Licensee has failed to fulfill its contractual obligations under the terms of the above-mentioned license agreement.



We shall not be obliged to verify any statements contained in any of the notices of other documents which may be served on or presented to us in accordance with the terms of this guarantee and shall accept the statements therein as conclusive evidence of the facts stated.

This guarantee is valid until [INSERT DATE FIVE YEARS AFTER EFFECTIVE DATE], and any claim under it must be received by us in writing on or before 1 (one) year after that date.

References to 'you' herein shall be construed as references to **Sisvel International S.A.**