



SISVEL



SISVEL LTE PATENT POOL PORTFOLIO LICENSE AGREEMENT

This Portfolio License Agreement (“Agreement”) is entered into as of the Execution Date (as defined below) by and between **Sisvel UK Limited**, a company duly incorporated under the laws of the United Kingdom, with its registered office at Royal House, 32 Sackville Street, Mayfair, London, W1S 3EA, UK (“Sisvel”), and **XYZ _____**, a company duly incorporated under the laws of _____, with its principal office at _____, (“Licensee”).

WHEREAS

- A. The 3rd Generation Partnership Project (“3GPP”) has adopted the LTE Standard (as defined below);
- B. Each LTE Patent Owner (as defined below) and Sisvel has the right to grant licenses or sublicenses under one or more patents and/or patent applications that contain claims that have been evaluated to be essential for compliance with the LTE Standard;
- C. The LTE Patent Owners and Sisvel believe that a joint licensing program for licensing LTE Essential Patent Claims (as defined below) will facilitate the adoption and success of the LTE Standard and is to the benefit and convenience of all users of the LTE Standard;
- D. Each LTE Patent Owner has granted to Sisvel all necessary rights to grant to any interested entity or person non-exclusive sublicenses under the LTE Essential Patent Claims Held by such LTE Patent Owner;
- E. Sisvel wishes to grant LTE patent portfolio licenses to all individuals, companies and other entities desiring such a license under the terms and conditions set forth herein;
- F. Subject to reciprocity, each LTE Patent Owner and Sisvel is willing to make available individual and separate licenses to any entity or person requesting such a license at fair, reasonable, and non-discriminatory terms and conditions, under any and all LTE Essential Patent Claims that it has the right to license;



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G. Nothing in this Agreement precludes any LTE Patent Owner or Sisvel from individually and separately granting licenses or sublicenses under its patent(s) under terms and conditions each LTE Patent Owner or Sisvel in its sole discretion deems advisable;

H. This Agreement is made available to Licensee for its convenience to allow it to obtain rights under the Licensed LTE Essential Patent Claims (as defined below) in a single license;

I. Licensee recognizes that it was free to negotiate individual licenses with the LTE Patent Owners and Sisvel for any patent licensed hereunder on any terms and conditions, but that Licensee has elected in its sole discretion and for its own convenience to enter into this Agreement under the terms offered by Sisvel; and

J. Licensee understands that the royalty is only payable for any product Manufactured, used, imported, purchased, offered for Sale, Sold, or otherwise disposed of that uses a Licensed LTE Essential Patent Claim.

Article 1. DEFINITIONS

1.01 “Confidential Information” shall mean: (i) any information provided by one Party to the other Party which is not publicly available and is designated “confidential;” and (ii) this Agreement and any information relating to the terms and conditions of this Agreement including, but not limited to, monetary compensation.

1.02 “Days” shall mean calendar days unless otherwise specifically stated in this Agreement.

1.03 “Effective Date” shall mean _____.

1.04 “Execution Date” shall mean the date of last signature of this Agreement.

1.05 “Hold” or “Held” with respect to any Patent shall mean possession of the individual right to grant the license as required by this Agreement without the consent of, or payment to, any third party. Notwithstanding anything to the contrary, Patents acquired by an LTE Patent Owner from any third party after July 1, 2012, including as a result of a merger or other corporate transaction, shall not be deemed to be Held by such LTE Patent Owner for purposes of this Agreement, any LTE Patent Owner’s LTE License Agreement to Sisvel, or



any LTE Patent Portfolio License. For clarity, the LTE Patent Owners do not Hold the Patents listed in Exhibit 4.

1.06 “Licensed LTE Essential Patent Claims” shall mean all LTE Essential Patent Claims Held by each LTE Patent Owner, together with the Sisvel LTE Patents and the 3G Licensing LTE Patents and including, without limitation, the LTE Listed Patents.

1.07 “Licensed Products” shall mean products that: (i) are primarily designed as user equipment; and (ii) conform to or practice all or any part of the LTE Standard. The Parties agree that Licensed Products 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 exclusions in this Section 1.07, wireless access points and routers/modems. In addition to the foregoing, and subject to the preceding sentence, the Parties agree that Licensed Products do not include (y) integrated circuits, components 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 eNodeB), network testing devices, or femtocells (LTE Home eNodeB).

1.08 “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 Exhibit 5. The term “control” as used in this Section 1.08 and in Sections 1.13 and 1.20 below shall mean ownership of more than fifty percent (50%) 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.

1.09 “LTE Field” shall mean the LTE functionality, or the portion implementing such LTE functionality, of a Licensed Product and only such functionality or portion implementing



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such functionality, for receiving, transmitting, and/or processing signals that are compliant with the LTE Standard or any part thereof. For clarity, all Licensed LTE Essential Patent Claims Held by the LTE Patent Owners shall be licensed to the Licensee solely for use of the LTE Field. The LTE Field shall not include any standards other than the LTE Standard.

1.10 “LTE Essential Patent Claims” shall mean any and all enforceable claims, but only such claims, included in Patents 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, without limitation, the LTE Listed Patents.

1.11 “LTE Listed Patents” shall mean those Patents identified in Exhibit 3, as may be supplemented or reduced from time to time in accordance with the provisions of this Agreement.

1.12 “LTE Patent Owner” shall mean each of the companies identified in Exhibit 1 hereto, including in each case together with its respective LTE Patent Owner Affiliates.

1.13 “LTE Patent Owner Affiliates” shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with an LTE Patent Owner (as the term “control” is defined in Section 1.08).

1.14 “LTE-Related Patent Claim” shall mean any claim within a Patent that is directed to or asserted against a Licensed Product or component thereof or to a method that may be used in the implementation of the LTE Standard. The term “directed to” as used in this Section 1.14 shall mean appearing or purported to cover, read on, or otherwise being the possible basis of a claim of infringement.

1.15 “LTE Standard” shall mean the standard adopted by 3GPP as formally specified in the documents identified in Exhibit 2 hereto.

1.16 “Manufacture” (and cognates thereof) shall mean fabricating, assembling, having made, or otherwise making.

1.17 “Party” (collectively Parties) shall mean either Sisvel or Licensee.



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1.18 “Patent” shall mean issued patents, enforceable invention certificates, issued utility models, and/or any published patent or utility model applications enforceable prior to issuance.

1.19 “Sale” (and cognates thereof) shall mean any sale, rental, lease or other form of distribution, transfer or export of a product to an entity or an end user, either directly or through a chain of distribution. For purposes of royalty payment and reporting under Sections 4.02 and 5.02 of this Agreement, a Sale of a product, irrespective of the manner in which the “Sale” takes place, shall be reported when it takes place either: (i) in the country where an entity takes delivery of the product which is the subject of the “Sale;” (ii) in the country in which Licensee issues an invoice relating to the product which is the subject of the “Sale;” or (iii) in the country where Licensee takes delivery of the product which is later the subject of the “Sale.”

1.20 “Sisvel Affiliate” shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with Sisvel (as the term “control” is defined in Section 1.08).

1.21 “Sisvel LTE Patents” shall mean LTE Essential Patent Claims originating from Nokia Corporation and/or its affiliates that were acquired by Sisvel on or before September 1, 2012.

1.22 “3G Licensing LTE Patents” shall mean LTE Essential Patent Claims originating from Orange SA and/or its affiliates that were acquired by 3G Licensing SA on or before December 1, 2015.

Article 2. GRANT OF RIGHTS

2.01 Provided that the payments under Section 5.01 have been made, the bank guarantee under Section 11.02 and Exhibit 7 hereto has been provided to Sisvel, and subject to the terms and conditions of this Agreement, Sisvel grants Licensee and Licensee Affiliates identified in Exhibit 5 hereto a royalty-bearing, non-transferable, non-assignable, non-exclusive license, with no right to grant sublicenses, under the Licensed LTE Essential Patent Claims, to Manufacture, use, import, purchase, offer to Sell, Sell, or otherwise dispose of Licensed Products in the LTE Field.



2.02 The license granted to Licensee Affiliates in Section 2.01 is limited to those Licensee Affiliates as of the Effective Date identified in Exhibit 5 hereto, and Licensee will impose on such Licensee Affiliates the obligations set forth in this Agreement and will obtain the agreement of such Licensee Affiliates to adhere to such obligations. On or before Licensee's execution of this Agreement, Licensee will provide Sisvel with an authenticated organization chart showing the relationship of Licensee and all Licensee Affiliates as of the Effective Date. Licensee represents that such organization chart is complete and accurate. Within thirty (30) Days of any change in the identity or structure of Licensee Affiliates, Licensee will provide Sisvel with an updated Exhibit 5 and with an updated authenticated organization chart showing the relationship of Licensee and all Licensee Affiliates. Should Licensee acquire or create a new Licensee Affiliate, such new Licensee Affiliate will automatically become licensed under the Agreement, provided, however, that within thirty (30) Days of such acquisition or creation: (a) Licensee shall inform Sisvel of any activities under the Licensed LTE Essential Patents by the new Licensee Affiliate prior to the date it became a Licensee Affiliate; (b) Licensee shall impose on any such new Licensee Affiliate the obligations set forth in this Agreement and obtains the agreement of such new Licensee Affiliate to adhere to such obligations; (c) upon request of Sisvel, Licensee and such new Licensee Affiliate shall execute an addendum to this Agreement wherein such new Licensee Affiliate agrees to be bound by all the terms of this Agreement; (d) Licensee shall provide Sisvel with a full past due royalty statement with respect to any activities under Licensed LTE Essential Patents by such entity prior to the date it became a Licensee Affiliate; and (e) Licensee shall provide Sisvel with payments for such new Licensee Affiliate in accordance with such past due royalty statement and the requirements of this Agreement. Failure to comply with (a) through (e) above shall be considered a material breach of this Agreement.

2.03 Licensee and all Licensee Affiliates licensed hereunder will be liable jointly and severally for any payments due under this Agreement for Licensed Products Manufactured, used, imported, purchased, offered to Sell, Sold, or otherwise disposed of at any time by Licensee or Affiliates. For the avoidance of doubt, the license granted under



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Article 2 of this Agreement to a Licensee Affiliate shall remain in effect only for the time that such entity is a Licensee Affiliate and shall terminate automatically and without notice on the date on which this Agreement is terminated and/or on the date such entity ceases to be a Licensee Affiliate.

2.04 Provided that the payments under Section 5.01 have been made, the bank guarantee under Section 11.02 and Exhibit 7 hereto has been provided to Sisvel, and that Licensee (including licensed Licensee Affiliates) is in full compliance with all its obligations under this Agreement, Sisvel hereby releases, acquits, and forever discharges Licensee and licensed Licensee Affiliates listed in Exhibit 5 from any and all claims of infringement of the Licensed LTE Essential Patent Claims, limited to the LTE Field and arising out of the Licensed Products Manufactured, used, imported, purchased, offered for Sale, Sold, or otherwise disposed of prior to the Effective Date which are listed in the royalty statement(s) provided for in accordance with Section 5.01(b) and attached to this Agreement. The Parties specifically agree that nothing in this Agreement prevents Sisvel from seeking and obtaining royalties from any third party from or to which Licensee has purchased or Sold Licensed Products for which a royalty has not been paid, regardless of whether such products are listed in the royalty statement(s) attached to this Agreement.

2.05 Licensee, for itself and licensed Licensee Affiliates, acknowledges that the rights granted herein are limited to the LTE Field, and Licensee, for itself and licensed Licensee Affiliates, acknowledges that no rights granted herein shall apply to any practice under any LTE Essential Patent outside the LTE Field. For the avoidance of doubt, no rights are granted under this Agreement with respect to any standards other than the LTE Standard.

2.06 No rights granted under this Agreement extend to any product or process conforming to the LTE Standard and covered by the Licensed LTE Essential Patents merely because it is used, purchased, or Sold in combination with a Licensed Product of Licensee.

2.07 No rights are granted under this Agreement for products declared by Licensee as Sold, purchased, or disposed of by Licensee or Licensee Affiliates in breach of Section 11.01, and therefore such products are not licensed and are not subject to the payment



and reporting obligations of Licensee under this Agreement (except for amounts due pursuant to Section 10.06 below).

2.08 It is understood and agreed that no license or immunity is granted by any Party hereto to another Party hereto, either directly or by implication, estoppel, or otherwise, other than as expressly provided under Article 2 of this Agreement.

Article 3. SCOPE OF PROTECTION

3.01 Sisvel 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.

3.02 Nothing in this Agreement shall be construed as: (a) a warranty or representation by Sisvel as to the validity or scope of any of the Licensed LTE Essential Patent Claims; (b) a warranty or representation by Sisvel that anything Manufactured, used, imported, purchased, offered for Sale, Sold, or otherwise disposed of under any license 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 Licensed LTE Essential Patent Claims; or (c) a warranty or representation by Sisvel that the Licensed LTE Essential Patent Claims include all patents essential to practice the LTE Standard throughout the world.

3.03 Licensee represents and warrants that it has the right to enter into this Agreement with Sisvel on its behalf and on behalf of its Licensee Affiliates. Licensee further represents and warrants that it will have the right to enter into this Agreement on behalf of Licensee Affiliates added after the Effective Date.

3.04 Licensee represents and warrants that: (a) Licensee is entering into this Agreement at its sole discretion and for its own convenience to acquire patent rights necessary to practice the LTE Standard from multiple LTE Patent Owners in a single transaction rather than electing its option to negotiate separate license agreements with individual LTE Patent Owners; and (b) Licensee is fully aware that the Licensed LTE Essential Patent Claims may not include all present and future patents essential to practice the LTE Standard, and that this Agreement may not provide Licensee with all the patents or other rights needed



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to perform the activities contemplated by Licensee. Licensee acknowledges that the terms and conditions of this Agreement reflect the value of efficiencies created through Sisvel's joint licensing program and, accordingly, these terms and conditions are available only through this Agreement. Sisvel and Licensee recognize that Licensee has the right to separately negotiate a license with any or all of the LTE Patent Owners under any and all of the Licensed LTE Essential Patent Claims under terms and conditions to be independently negotiated with each LTE Patent Owner, and that Licensee has entered into this Agreement freely and at its sole discretion.

3.05 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.

3.06 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.

3.07 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.

3.08 Licensee and Sisvel recognize that the royalties payable hereunder shall neither increase nor decrease due to an increase or decrease in the number of patents licensed hereunder or an increase or decrease in the prices of Licensed Products.

3.09 Other than the express warranties set forth in this Article 3, the Parties make NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

Article 4. ROYALTIES

4.01 In consideration of the licenses and rights granted to Licensee by Sisvel under this Agreement, Licensee shall pay:



- (a) a non-refundable, non-recoupable sum of Ten Thousand Euros (€10.000,00) as an entrance fee; and
- (b) a royalty as specified in Section 4.02 for each Licensed Product.

4.02 The royalty for Licensed Products shall be based on the number of Licensed Products Manufactured, used, imported, purchased, offered for Sale, Sold, or otherwise disposed of by Licensee and licensed Licensee Affiliates in jurisdictions in which an LTE Listed Patent has been issued, starting from and including the Effective Date, according to the following per unit rates:

Number of Licensed Products as reported per calendar year	Running Royalty Rate per Licensed Product
Up to 100,000	€0.99
From 100,001 to 2,000,000	€0.80
From 2,000,001 to 5,000,000	€0.70
From 5,000,001 to 20,000,000	€0.60
From 20,000,001 to 50,000,000	€0.50
50,000,001 and above	€0.40

The following Early Adopter Rates may be substituted if this Agreement is executed on or before 270 Days from the date on which your company first received written notice of such rates from Sisvel:

Number of Licensed Products as reported per calendar year	Running Royalty Rate per Licensed Product
Up to 100,000	€0.60
From 100,001 to 2,000,000	€0.48
From 2,000,001 to 5,000,000	€0.42
From 5,000,001 to 20,000,000	€0.36
From 20,000,001 to 50,000,000	€0.30
50,000,001 and above	€0.24



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4.03 If Licensee or any Licensee Affiliates purchase Licensed Products from a third party that is licensed by Sisvel or all the LTE Patent Owners to Manufacture and Sell Licensed Products under all of the Licensed LTE Essential Patent Claims, and such third party has: (i) timely fulfilled its royalty payment obligations under such license for all such Licensed Products; and (ii) has provided Sisvel with a written declaration, subject to written approval by Sisvel, stating that it will be responsible for paying the royalties for such Licensed Products prior to such Licensed Products being purchased from that third party by Licensee, then Licensee shall have no royalty obligation under this Agreement for such Licensed Products purchased from such third party. If Licensee Sells Licensed Products to a third party that is licensed by Sisvel or the LTE Patent Owners to Manufacture and Sell Licensed Products under all of the Licensed LTE Essential Patent Claims, Licensee shall have the royalty payment obligation under this Agreement for such Licensed Products Sold to such third party, unless: (a) the third party is a licensee in good standing of Sisvel and has fulfilled all its obligations under such license at the time Licensee Sells such Licensed Products to the third party (b) the third party provides Sisvel with a written declaration, subject to written approval by Sisvel, stating that it will be responsible for paying the royalties for such Licensed Products prior to such Licensed Products being Sold to that third party by Licensee; and (c) the third party timely pays royalties on such Licensed Products to Sisvel. The Licensed Products for which Licensee has no royalty payment obligation according to this Section 4.03 will not be considered when calculating the royalty due by Licensee according to Section 4.02, but they need to be listed in the royalty statements as per Section 5.03. It is understood and agreed that in all other cases Licensee has the obligation to pay royalties for such Licensed Products according to the terms of this Agreement. For the avoidance of doubt, any partial exhaustion of patent rights shall not affect the responsibility of Licensee to pay royalties to Sisvel under this Agreement with respect to any products purchased from or Sold to any third party for which a royalty has not been paid, regardless of whether such third party is also licensed under the LTE Essential Patent Claims for Licensed Products.

Article 5. PAYMENTS AND ROYALTY STATEMENTS

5.01 Licensee agrees to pay to Sisvel:



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- (a) the amount due under Section 4.01(a) on or before Licensee's signature of this Agreement; and
- (b) the amount of Euros (€.....) in consideration of the release granted under Section 2.04 for royalties accrued prior to the Effective Date, and in accordance with the attached royalty statements, on or before Licensee's signature of this Agreement.

5.02 Licensee shall, on a quarterly basis and within one (1) month after the end of each calendar quarter, beginning with the calendar quarter of the Effective Date, provide Sisvel with a full royalty statement according to the form shown in Exhibit 6 hereto, which includes:

- (a) the total number of units of Licensed Products purchased, Sold or otherwise disposed of by Licensee and/or Licensee Affiliates in the preceding calendar quarter; for each shipment or delivery of those Licensed Products, the model number, a brief description of the product or product type, the brand or trademark on the product, the name of the customer, the country of Sale or purchase, the name of the Manufacturer (or the direct supplier, as the case may be), the country of Manufacture, and the number of units purchased, Sold or otherwise disposed of;
- (b) the name and the address of any entity listed in the reports under (a) above, and the number of units purchased from or Sold to such entity;
- (c) the total number of units of Licensed Products that Licensee and/or Licensee Affiliates purchased from or Sold to a third party licensed with respect to such products under all Licensed LTE Essential Patent Claims in the preceding calendar quarter provided that no royalty for such products is due by Licensee pursuant to Section 4.03, and, for each shipment or delivery of those Licensed Products, the model number, a brief description of the product or product type, the brand or trademark on the product, the name of the customer, the country of Sale or purchase, the name of the Manufacturer (or the direct supplier, as the case may be), the country of Manufacture, and the number of units purchased, Sold or otherwise disposed of;
- and (d) the name and the address of any entity listed in the reports under (c) above, and the number of units purchased from or Sold to such entity. For each of the reports under (a) above, Licensee will specifically state the quantity of Licensed Products purchased, Sold or otherwise disposed of and the corresponding amount due to Sisvel. Upon request from



Sisvel, Licensee will provide documentation sufficient to demonstrate that any Licensed Products listed in the report under Section 5.02(c) 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 Sisvel with such documentation within ten (10) Days of Sisvel's request, Licensee will pay royalties for all such Licensed Products for which no such documentation has been provided to Sisvel within fifteen (15) Days after the date of Licensee's failure.

5.03 Licensee shall submit the full royalty statement in accordance with Section 5.02, and in the format specified in Exhibit 6, in electronic format (in a file type specified by Sisvel) via e-mail to the address lte.reporting@sisvel.com. Upon request from Sisvel, Licensee shall render to Sisvel the above full royalty statement in electronic format through an extranet or other internet website established for such purpose by Sisvel.

5.04 Every royalty statement submitted to Sisvel in accordance with this Article 5 shall be certified by a representative of Licensee authorized to make such certification and with the full authority to represent and bind Licensee. Licensee understands and agrees that it is solely the obligation of Licensee to accurately assess and report to Sisvel the Licensed Products and royalties due under this Agreement, and that by submitting a royalty statement to Sisvel in accordance with Section 5.02, Licensee acknowledges and accepts the sole responsibility to accurately assess and report Licensed Products and that any royalty statement submitted to Sisvel reflects the proper and accurate basis for the calculation of royalties under Section 4.02.

5.05 Sisvel shall keep all information contained in any royalty statements provided to Sisvel by Licensee confidential in accordance with Article 13, except to the extent that the information is needed by Sisvel: (i) to report to the LTE Patent Owners the aggregate royalties paid by all licensees of the Licensed LTE Essential Patent Claims, (ii) to communicate to any entity whether or not Licensed Products Manufactured, used, purchased, imported, offered for Sale, Sold, or otherwise disposed by such entity are Licensed Products under this Agreement, (iii) to verify whether or not royalties have been paid on Licensed Products listed in such royalty statements, or (iv) for auditing or



enforcement purposes in connection with Licensed Products under this Agreement. Sisvel shall not provide to any of the LTE Patent Owners information on running royalties paid on a licensee-by-licensee basis except to comply with applicable laws, court orders, rules, or regulations or for auditing.

5.06 Except as provided for in Section 5.07 hereof, royalties payable pursuant to Section 4.01(b) of this Agreement that accrue during each calendar quarter after the Effective Date are due from Licensee to Sisvel within one (1) month after the end of each calendar quarter, beginning with the calendar quarter of the Effective Date, for any Licensed Products which were purchased, Sold, or otherwise disposed of by Licensee or Licensee Affiliates during that calendar quarter.

5.07 Within thirty (30) Days after the effective date of termination or expiration of this Agreement, Licensee shall: (i) provide Sisvel with royalty statements completed according to the form specified in Exhibit 6 and including all Licensed Products Manufactured, used, imported, purchased, offered for Sale, Sold, or otherwise disposed of by Licensee and Licensee Affiliates before the effective date of such termination or expiration and for which a royalty has not been paid; and (ii) pay Sisvel any and all amounts that became due pursuant to this Agreement before the effective date of such termination or expiration (such amounts include, but are not limited to, royalty payments pursuant to Article 4 and corresponding to the royalty statements provided under (i) herein).

5.08 Except as otherwise specified, payments made to Sisvel under the provisions of this Agreement shall be made in Euros and shall be paid by wire transfer to Sisvel’s bank account according to the following details:

Account Name:	SISVEL UK LTD
Currency	Euro
Sort Code	40 05 15
Account Number	74333875
IBAN	GB55MIDL40051574333875
SwiftCode/BIC	MIDLGB22



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Sisvel reserves the right to change such account.

5.09 Any bank charges, including those relating to the bank guarantee and all other payments made under this Agreement, will be borne by Licensee and will not be deducted from any payment made by Licensee.

5.10 Any payment to Sisvel which is not made on the date(s) specified herein shall accrue interest, compounded monthly, at the rate of the lesser of one percent (1%) per month (or part thereof) or the highest interest rate permitted to be charged by Sisvel under applicable law.

5.11 Sisvel is the beneficial owner of all amounts payable by Licensee hereunder, including, but not limited to, royalties payable pursuant to Article 4 of this Agreement.

5.12 Licensee may pay any tax (including by way of deducting and paying over any withholding tax to the relevant taxing authority) that it is legally obligated to pay by its country of residence on the royalty payments made under this Agreement. However, the term "tax" does not include any interest or penalties related to such tax. For clarity, in the event that a bilateral tax treaty provides for a reduced tax rate or tax exemption the Parties acknowledge and agree that applicable taxes to be imposed on any royalty payments made by Licensee under this Agreement shall be required to be withheld by the relevant taxing authority. As soon as reasonably possible but in no event later than three (3) months from the date of the earliest possible release by the appropriate tax authority, Licensee shall provide Sisvel with all proper tax certificates to obtain the tax credits corresponding to any withholding taxes deducted by Licensee. Should Licensee fail to provide Sisvel with a proper tax certificate within three (3) months after having deducted withholding tax from a royalty payment under this Agreement, Licensee shall immediately pay Sisvel an amount equal to the withholding tax previously deducted.

5.13 At Licensee's reasonable request, Sisvel shall use commercially reasonable efforts to file any certificate or other document in Sisvel's name which may cause any tax that is so payable by the Licensee not to be payable or to be reduced under applicable law. Licensee shall reasonably cooperate with Sisvel in respect of lawfully mitigating any



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withholding taxes, including providing such information or documents as may be required for purposes of obtaining refunds of any taxes withheld.

5.14 Should Licensee incorrectly apply the amount of withholding tax, Sisvel shall reasonably cooperate with Licensee to rectify this issue at Licensee's sole expense. Provided, however, in no event will Sisvel reimburse or otherwise compensate Licensee for any mistake with respect to the amount of withholding tax applied by Licensee if Sisvel is unable to obtain tax credits in accordance with Section 5.12 hereof corresponding to the amounts to be withheld.

5.15 Royalties set forth under Article 4 of this Agreement are exclusive of any foreign taxes, including VAT or any comparable tax imposed on Licensee under the applicable law. Licensee shall pay or reimburse Sisvel for any and all taxes, such as sales, excise, value-added, use taxes, and similar taxes of Licensee, based on payments to be made hereunder in a jurisdiction(s) where such taxes are required. If Licensee in good faith contests any tax that is so payable or reimbursable by Licensee, Sisvel shall reasonably cooperate with the resolution of the contested tax at Licensee's sole expense.

Article 6. AUDITING OF ROYALTY STATEMENT

6.01 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 (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 Manufacture, use, import, purchase, offer to Sell, Sale, or other disposition of any products prior to the Effective Date, shall be maintained for five (5) years from the date on which a royalty is paid or should have been paid, whichever is later.

6.02 Sisvel shall have the right to have audited the Necessary Records of Licensee and any past and present Licensee Affiliates to ascertain their compliance with obligations under this Agreement, including, but not limited to the accuracy and completeness of the



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royalty statements and payments pursuant to Article 5, the organization chart of Licensee required by Section 2.02, and the representations and warranties made by Licensee in Article 3 above. Any such audit shall take place not more than once per calendar year unless any previous audit has revealed a shortfall as provided in Section 6.05 or unless Licensee and/or a Licensee Affiliate has failed to fully cooperate during a previous audit. It is understood that the audit of Licensee might include separate audits of past and present Licensee Affiliates and for purposes of this section such audits will count as a single audit. Sisvel will give Licensee written notice of such audit at least five (5) Days prior to the audit. All such audits shall be conducted during reasonable business hours.

6.03 Any audit under this Article 6 shall be conducted by an independent certified public accountant or equivalent (“Auditor”) selected by Sisvel. Licensee shall fully cooperate with the Auditor in conducting such audit and shall permit the Auditor to inspect and copy Licensee’s books and records that the Auditor, in the Auditor’s discretion, deems appropriate and necessary to conduct such audit in accordance with international professional standards applicable to the Auditor. Licensee agrees that it will provide all Necessary Records to the Auditor regardless of whether such Necessary Records are subject to confidentiality obligations. 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 all Necessary Records requested by the Auditor regardless of whether Licensee claims that such Necessary Records are subject to confidentiality obligations.

6.04 The cost of any audit under this Article 6 shall be at the expense of Sisvel; provided, however, that Licensee shall bear the entire cost of the audit, without prejudice to any other claim or remedy as Sisvel may have under this Agreement or under applicable law, if: (i) the audit reveals a discrepancy that is greater than three percent (3%) of the number of Licensed Products reported by Licensee or Licensee Affiliates in any of the quarterly royalty statement during the period to which the audit refers; (ii) the audit identifies any Licensee Affiliate involved in the Manufacture, use, import, purchase, offer to Sell, Sale, or other disposition of Licensed Products and not listed in Exhibit 5 of this Agreement or included in the organization charts as required by Section 2.02; (iii) Licensee has failed to



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submit any royalty statements by their due date, as per Article 5 above, 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.

6.05 In the event that the audit reveals a discrepancy or error in the number of Licensed Products declared by Licensee in the royalty statements provided for in Article 5 of this Agreement, Licensee will pay the royalty and interest due under this Agreement for such Licensed Products exceeding the number of Licensed Products included in the original royalty statement and paid for by Licensee. In addition, in the event that the audit establishes that there is a discrepancy or error exceeding three percent (3%) of the number of Licensed Products declared in any of the quarterly royalty statements during the period to which the audit refers, Licensee agrees to pay an additional amount of EUR 0,50 (Fifty Eurocents) per Licensed Product exceeding the number of Licensed Products included in any such quarterly royalty statement in addition to the royalties and interest due under this Agreement to partially reimburse Sisvel for the administrative costs which Licensee understands occur in monitoring and enforcing license agreements for non-compliance. In the event that evidence from a source other than the Auditor, including a revised royalty statement sent by Licensee after receiving notice of an audit or a royalty statement or other document from a supplier or customer of Licensee or a Licensee Affiliate, reveals a discrepancy or error in the number of Licensed Products declared by Licensee in the royalty statements provided for in Article 5 of this Agreement, Licensee will pay the royalty and interest due under this Agreement for such Licensed Products exceeding the number of Licensed Products included in the original royalty statement and paid for by Licensee. In addition, if such evidence establishes that there is a discrepancy or error exceeding three percent (3%) of the number of Licensed Products declared by Licensee in any quarterly royalty statement to have been purchased from or Sold to any one entity, Licensee agrees to pay an additional amount of EUR 0,15 (Fifteen Eurocents) per Licensed Product exceeding the number of Licensed Products included in any such quarterly royalty



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statement in addition to the royalties and interest due under this Agreement to partially reimburse Sisvel for the administrative costs which Licensee understands occur in monitoring and enforcing license agreements for non-compliance.

6.06 Within fifteen (15) Days after receiving notice from Sisvel of any shortfalls uncovered by an audit, or by a source other than an audit, Licensee shall pay the royalties due for the amount of the shortfall plus: (i) interest as set forth in Section 5.10; (ii) the cost of the audit if applicable as per Section 6.04 of this Agreement; and (iii) any additional amounts if applicable as per Section 6.05 of this Agreement

Article 7. NOTICES

7.01 Licensee shall provide adequate written notice throughout the distribution chain of Licensed Products that: (a) only products designed primarily as user equipment are licensed under this Agreement; (b) no rights are granted for products primarily designed as 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); (c) the rights granted under this Agreement are limited to the LTE Field and that no rights are granted under this Agreement with respect to any standards other than the LTE Standard; and (d) no rights granted under this Agreement extend to any product or process used, purchased, or Sold in combination with a Licensed Product of Licensee.

Article 8. ASSIGNMENT

8.01 This Agreement shall inure to the benefit of and be binding upon each Party and their respective successors and assigns. This Agreement may not be assigned in whole or in part by Licensee without the prior written consent of Sisvel.

8.02 Sisvel shall have the right to transfer this Agreement to a successor of Sisvel or a Sisvel Affiliate upon reasonable notice to Licensee. Licensee agrees to such transfer in advance, and in the event of such transfer this Agreement shall remain in full force and effect until its expiration or termination.



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Article 9. TERM OF THE AGREEMENT

9.01 Unless terminated earlier in accordance with the provisions of Article 10, this Agreement shall be effective as of the Effective Date, and shall remain in force until December 31, 2017. Sisvel may propose renewing the term of this Agreement by sending written notice to Licensee no later than March 31, 2017 (“Renewal Notice”), and Sisvel may condition the renewal upon compliance with any reasonable amendments or changes to the terms and conditions of this Agreement by providing the text of any such amendments or changes in the Renewal Notice. Such reasonable changes or amendments may take into account material changes in the portfolio of LTE Essential Patent Claims, prevailing market conditions, changes in the rate of inflation, changes in technological environment and available commercial products at the time of renewal. Licensee shall have the right to terminate this Agreement by providing written notice to Sisvel of such termination within sixty (60) Days of receipt of such Renewal Notice.

9.02 To avoid any doubt, payments and royalty statements for periods before the expiration of this Agreement shall be made regardless of whether those reports and payments are due after such expiration.

Article 10. TERMINATION

10.01 In the event one Party fails to perform any material obligation under this Agreement, the other Party may terminate this Agreement at any time by means of written notice to the other Party specifying the nature of such failure and declaring termination of this Agreement. Such termination shall be effective thirty (30) Days after receipt of the notice if the breaches are not cured by then. Such right of termination shall not be exclusive of any other remedies or means of redress to which the non-defaulting Party may be lawfully entitled, and all such remedies shall be cumulative. Any such termination shall not affect any royalty or other payment obligations under this Agreement accrued prior to such termination. Licensee agrees that a material breach of this Agreement shall include, but is not limited to, a failure by Licensee and/or Licensee Affiliates to comply with any of the provisions of Articles 3, 5, 6 and/or Article 13 and that any such material breach gives



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Sisvel the right to terminate this Agreement in accordance with the provisions of this Section 10.01.

10.02 Sisvel may terminate this Agreement immediately by means of notice in writing to Licensee in the event that a creditor or other claimant attempts to take possession of, or a receiver, administrator or similar officer is appointed over, any of the assets of Licensee, or in the event that Licensee pledges its assets or otherwise seeks to make or makes any voluntary arrangement with its creditors or seeks protection from any court or administration order pursuant to any bankruptcy or insolvency law.

10.03 Following receipt of a notice from Sisvel under Section 9.01, Licensee may terminate this Agreement at its option by providing the notice of termination required under Section 9.01 in a timely manner.

10.04 Licensee, on behalf of itself and its licensed Licensee Affiliates, represents and warrants that at the time of termination of this Agreement for any reason, Licensee and licensed Licensee Affiliates shall immediately cease the Manufacture, Sale, importation, purchase, or any other disposition of Licensed Products unless Licensee has otherwise acquired separate licenses under all the Licensed LTE Essential Patent Claims. Should Licensee or any Licensee Affiliates breach the above representation by failing to cease the Manufacture, Sale, importation, purchase, or any other disposition of Licensed Products after termination of this Agreement and failing to otherwise acquire separate licenses under all the Licensed LTE Essential Patent Claims, Licensee agrees to pay: (a) the amount of EUR 1.50 (One Euro and Fifty Eurocents) for each Licensed Product Manufactured, Sold, imported, purchased, or disposed of by Licensee or Licensee Affiliates after termination of this Agreement; and (b) any costs or fees, including attorneys' fees, incurred by Sisvel in collecting the amount specified in (a). As an exception to immediate cessation, within three (3) months of the date of termination of this Agreement, Licensee may use, Sell, or otherwise dispose of Licensed Products that are already Manufactured as of the date of termination of this Agreement, provided, however, that: (x) all such Licensed Products are included by Licensee and/or Licensee Affiliates in a royalty statement according to the form shown in Exhibit 6 below to be provided to Sisvel within five (5) Days of the date of



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termination of this Agreement; (y) a royalty pursuant to Section 4.02 is paid to Sisvel for all such Licensed Products within five (5) Days of the date of termination of this Agreement; and (z) upon request from Sisvel, Licensee provides Sisvel with evidence that all such Licensed Products were Manufactured on or before the date of termination of this Agreement. For the avoidance of doubt, this Agreement shall not be deemed to limit or restrict rights that may be granted to Licensee under any Licensed LTE Essential Patent Claims through any separate license agreements.

10.05 Should Licensee breach Articles 4 and/or 5 by either not providing Sisvel with a royalty statement by its due date, or failing to pay all the royalties due to Sisvel by their due date, (regardless of whether Sisvel learns of such breach through an audit or from other evidence) any Licensed Products Manufactured, used, imported, purchased, offered for Sale, Sold, or otherwise disposed of after the end of the last period for which Licensee has both provided Sisvel with a royalty statement by its due date and paid to Sisvel the corresponding royalties due according to Articles 4 and 5 above will not be covered by the licenses granted under Section 2.01 above, until Licensee cures all such breaches under this Agreement. Should Licensee breach Article 6 of this Agreement, by refusing or obstructing the audit described therein, any Licensed Products Manufactured, used, imported, purchased, offered for Sale, Sold, or otherwise disposed of after the day Sisvel has notified Licensee of this breach will not be covered by the license granted under Section 2.01 above, until Licensee cures all such breaches under this Agreement. In both of the above cases in this Section 10.05 in which Licensee is in breach of this Agreement Sisvel will have the right to communicate to third parties the fact that such products are not covered by the license granted under this Agreement and exclude the name of Licensee and Licensee Affiliates from any list of companies licensed under the Licensed LTE Essential Patent Claims in good standing until Licensee cures such breaches under this Agreement.

10.06 In the event that Licensee breaches Section 11.01, Sisvel may terminate this Agreement by notice in writing to Licensee as per Section 10.01. In addition, Licensee agrees that it will pay to Sisvel, for administrative costs: (a) an amount of EUR 0.25



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(Twenty-Five Eurocents) for each product declared by Licensee as Sold, purchased, or disposed of by Licensee or Licensee Affiliates and in breach of Section 11.01; and (b) any costs or fees, including attorneys' fees, incurred by Sisvel in connection with such breach. These payments will be in addition, and without prejudice, to all royalty or other payments to Sisvel hereunder or any other legal remedies that Sisvel may have with respect to those products, including but not limited to the right to claim damages for patent infringement.

10.07 The following provisions of this Agreement shall survive expiration or termination of this Agreement: (a) the obligation of Licensee to pay all royalties accrued pursuant to Article 4 as of the effective date of expiration or termination; (b) the obligation of Licensee to provide royalty statements under Article 5 for periods before the effective date of expiration or termination; (c) the obligation of Licensee and all entities that existed as Licensee Affiliates at any time during the term of this Agreement to maintain adequate books and records as specified in Article 6 for a period of three (3) years after the effective date of expiration or termination; (d) the right of Sisvel to have audited the books and records of Licensee and all entities that existed as Licensee Affiliates at any time during the term of this Agreement pursuant to Article 6 for a period of three (3) years after the effective date of expiration or termination; and (e) the confidentiality obligations of Licensee and Sisvel under Article 13.

Article 11. LICENSEE'S COVENANTS

11.01 Licensee agrees that neither Licensee nor Licensee Affiliates will use the licenses and rights granted by Sisvel under this Agreement in any way to circumvent the purpose of this Agreement, the LTE licensing program, or the licensing and enforcement of the Licensed LTE Essential Patent Claims against unlicensed entities. Licensee will not attempt to treat products Manufactured and/or distributed by unlicensed entities and addressed to other unlicensed entities as licensed under this Agreement unless Licensee is actually Selling such products and prior to distribution Licensee is a party of record to either a written supply agreement or a written purchase agreement for the products in question with at least one of the unlicensed entities that is Manufacturing or distributing the products in question.



11.02 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 Article 6, and renewal or replacement of the bank guarantee according to this Section 11.02, Licensee covenants that it will provide Sisvel with a continuing bank guarantee from a first class international bank according to the form shown and for the amount indicated in Exhibit 7 hereto on or before the date of Licensee's signature of this Agreement. Sisvel will have: (a) the right to call up to the full amount of such bank guarantee each time Licensee 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 Article 6 above, or renewal or replacement of the bank guarantee according to this Section 11.02; (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 one (1) year from the date on which Sisvel calls the bank guarantee. It is understood that, should Licensee or any licensed Licensee Affiliates: (x) fail to submit the royalty statements pursuant to Section 5.02 by their due date, (y) refuse an audit request or obstruct an audit pursuant to Article 6, or (z) fail to renew or replace the bank guarantee according to this Section 11.02, Sisvel will have: (a) the right to call the full amount of such bank guarantee each time Licensee fails or refuses to do so; (b) the right to keep any amounts from the bank guarantee sufficient to compensate for any damages caused by Licensee's failure or refusal, 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



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guarantee as liquidated damages if the extent of the damage described in (c) above cannot be determined with certainty within one (1) year from the date on which Sisvel calls the bank guarantee. 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 Section 11.02 expire prior to expiration of this Agreement, Licensee covenants that it will obtain and provide Sisvel with a renewed or replaced bank guarantee for the same period and in the same amount as the original bank guarantee at least three (3) months before the expiration of the existing bank guarantee. Should Licensee fail to obtain or provide a renewed or replaced bank guarantee at least three (3) months before the expiration of the existing bank guarantee, Sisvel may, at its discretion, expressly terminate this Agreement in accordance with the provisions of Article 10 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 Manufacture, use, import, purchase, offer to Sell, Sell, or otherwise dispose of Licensed Products. Licensee further agrees that its obligation to obtain and provide Sisvel 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 Manufacture, use, import, purchase, offer to Sell, Sell, or otherwise dispose of Licensed Products.

Article 12. SISVEL COVENANTS

12.01 Sisvel covenants that: (a) any addition to the LTE Listed Patents shall occur only upon the determination by an LTE Patent Owner or Sisvel pursuant to established procedures that the additional patent has a LTE Essential Patent Claim in the country which issued or published such patent, (b) the addition of LTE Listed Patents by an LTE Patent Owner or Sisvel shall not increase the royalty rate payable by Licensee hereunder provided that any such addition shall not exempt Licensee from any royalty obligation that arises



because such additional LTE Listed Patents are issued in jurisdictions that had not previously been identified in Exhibit 3, and (c) any deletion of a LTE Listed Patent shall occur only upon expiration of the patent; a determination by the LTE Patent Owners pursuant to established procedures that the LTE Listed Patent is not in fact essential; or upon a final adjudication of a tribunal of competent jurisdiction from which no appeal is taken or allowed, that the LTE Listed Patent is invalid or unenforceable.

12.02 Sisvel further covenants that if any LTE Listed Patent is found not to contain an LTE Essential Patent Claim in the country which issued or published such patent, either by the LTE Patent Owners or upon a final adjudication of a tribunal of competent jurisdiction from which no appeal is taken or allowed, and such patent is to be deleted from the LTE Listed Patents, Sisvel shall give notice to Licensee of such deletion, and Licensee shall have the option to retain its license under the patent for the remainder of the term of this Agreement, and during any renewal pursuant to Article 9, by providing written notice to Sisvel of such election within thirty (30) Days' notice by Sisvel.

12.03 Sisvel covenants that it shall not delete from or add to the list of LTE Listed Patents for reasons other than stated in this Article 12.

12.04 Except as provided in Section 12.05, in the event that Sisvel grants a license under Licensed LTE Essential Patent Claims for Licensed Products within the LTE Field to another entity at royalty rates more favorable than those set forth in Article 4 of this Agreement, whether or not such more favorable royalty rates are on terms and/or conditions that are different from those set forth in this Agreement, Sisvel shall send a written notice to Licensee specifying the more favorable royalty rates and any terms and/or conditions that are different from those set forth herein (the "Notice"). Licensee shall be entitled to an amendment of this Agreement to provide for royalty rates as favorable as those available to such other party by notifying Sisvel of such election within thirty (30) Days of the sending of the Notice to Licensee; provided, however, that this Agreement shall also be amended to include any additional terms and/or conditions as specified in the Notice. Any amendment made pursuant to this Section 12.04 shall be effective only as of the date it is made, and such more favorable royalty rates shall not be retroactively applicable in favor of Licensee and shall not be a basis for claiming



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any refund of royalties paid prior to such effective date. Sisvel's obligations under this Section 12.04 to offer any amendment shall be satisfied by offering to Licensee a license under terms and/or conditions which are identical (subject to Section 12.05 below) to those terms and/or conditions of the license which contains the more favorable royalty rates.

12.05 Section 12.04 shall not apply to: (a) settlement of litigation; (b) determination by Sisvel of back royalties owed by a licensee; (c) compromise or settlement of royalty payments owed by a licensee in financial distress; (d) individual licenses granted by a LTE Patent Owner to any person or entity or cross-licenses between a LTE Patent Owner and any person or entity; and (e) any license, compromise, or settlement following an order of a court or an administrative body.

Article 13. CONFIDENTIALITY

13.01 Subject to Sections 5.05, 13.02 and 13.03, during the term of this Agreement and for a period of three (3) years after the last to expire of the LTE Listed Patents, each Party hereto (on its own behalf and, respectively, on behalf of all Sisvel Affiliates and Licensee Affiliates) agrees that it shall not allow disclosure, publication, or dissemination of Confidential Information, outside of those employees, officers, attorneys, auditors or consultants who have a need to know Confidential Information. Each Party may announce or otherwise disclose the fact that this Agreement has been signed, and that there are no legal or administrative actions pending between the Parties. Notwithstanding the foregoing, Sisvel may disclose the terms and conditions of this Agreement, including, for example, disclosing terms such as the license grant in Section 2.01 to any LTE Patent Owner, if such disclosure is subject to reasonable protective measures commensurate with the degree of care that Sisvel uses to protect its own internal confidential information.

13.02 Disclosure of Confidential Information shall be permitted: (i) if required by an order or request of a court, government or governmental body; (ii) as otherwise required by law; (iii) as necessary in court proceedings to establish rights under this Agreement; or (iv) if necessary in a proceeding before a governmental tax authority. If disclosure is made pursuant to this Section 13.02, it shall be limited to only those sections of this Agreement strictly necessary to



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comply with the order, request, law or proceeding, or to establish such rights. The Party making a disclosure under this Section 13.02 shall provide ten (10) Days advance written notice to the other Party before making such disclosure.

13.03 The obligations specified in Section 13.01 will not apply to any information that: (a) is or becomes publicly available without breach of this Agreement; (b) is released for disclosure by written consent of the other Party; (c) was already in the receiving Party’s possession at the time of its receipt from the disclosing Party; (d) or is disclosed to the receiving Party by a third party without the receiving Party’s knowledge of any breach of any obligation of confidentiality owed to the disclosing Party.

Article 14. COMMUNICATIONS

14.01 Any communication, including notices, relating to this Agreement shall be made in the English language, and sent either by email, 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 Sisvel:

for Licensee:

SISVEL UK Limited

<COMPANY NAME>

LTE Program Manager

<Company representative>

Royalty House

<Company address>

32 Sackville Street, Mayfair

<Company address>

London, W1S 3EA

<Company country>

United Kingdom

Email: lte.reporting@sisvel.com

Email:

Fax: +44 (0) 207494 9037

Fax: <Company fax number>



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14.02 A Party shall notify the other Party in writing of any change in the communication information contained in Section 14.01 within fifteen (15) Days of such change.

14.03 Notwithstanding anything to the contrary herein, amendments to the list of LTE Listed Patents in Exhibit 3 of this Agreement, if any, shall be effective upon the posting of the new Exhibit 3 on the website of Sisvel and such posting shall constitute notice under this Article 14.

Article 15. GENERAL PROVISIONS

15.01 Licensee shall be considered directly responsible for any breach and/or non-performance of any provision of this Agreement by itself and/or by any Licensee Affiliates.

15.02 Licensee Affiliates shall not be considered third-party beneficiaries under this Agreement and shall have no right to enforce any of the provisions hereof against Sisvel. Licensee Affiliates' sole rights and remedies shall be against Licensee.

Article 16. MISCELLANEOUS

16.01 This Agreement, including its exhibits and any amendments, sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes and replaces all prior arrangements, discussions and understandings between the Parties or among Licensee and any of the LTE Patent Owners relating to the subject matter hereof.

16.02 The Article headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.

16.03 Except for supplementation of or deletion from the list of LTE Listed Patents, no amendment of this Agreement shall be effective unless such amendment is in writing and specifically references this Agreement, and is signed by all Parties.

16.04 Nothing in this Agreement shall be construed as prohibiting or restricting the LTE Patent Owners or Licensee from independently developing, purchasing, selling, or otherwise dealing in any product regardless of whether such product is competitive with the product licensed in this Agreement.



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16.05 Nothing in this Agreement shall be construed to create a principal-agent relationship, partnership or joint venture between the Parties or between any Party and any LTE Patent Owner, or give rise to any fiduciary duty from one Party to the other Party or between a Party and any LTE Patent Owner.

16.06 The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not be construed as acquiescence or waiver of such failure to perform such provision. The failure of either Party to take action upon the breach of any provision of this Agreement shall not be construed as acquiescence or waiver of any such breach.

16.07 Each LTE Patent Owner shall be deemed a third-party beneficiary of Licensee's obligations under Section 4.01. Nothing in this Agreement shall be construed to confer any rights on any third party other than the LTE Patent Owners.

16.08 All definitions and exhibits form an integral part of this Agreement.

16.09 This Agreement is in the English language and two (2) copies have been executed. Sisvel and Licensee shall receive one (1) copy each. Any costs to translate or record this Agreement will be paid by Licensee and the executed English language version of this Agreement will control.

16.10 Should any provision of this Agreement be finally determined void or unenforceable in any judicial proceeding, such determination shall not affect the operation of the remaining provisions hereof. In such event, to the extent possible, such void or unenforceable provision shall be conformed to a valid provision closest to the intended effect of the invalid or unenforceable provision.

16.11 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be binding on the Parties until all Parties have signed the same Agreement or identical counterparts thereof and each Party has received the signature page signed by the other Party, whether that signature page is an original or an electronic copy of an original.



Article 17. APPLICABLE LAW AND JURISDICTION

17.01 This Agreement shall be governed by, interpreted, and construed in accordance with the laws of Germany regardless of its conflicts of laws principles.

17.02 Any disputes arising between the Parties under this Agreement (including any question regarding its existence, validity or termination) not resolved between or among the Parties shall be litigated in the Courts of Mannheim, Germany, and the Parties agree not to challenge jurisdiction in this forum. However, in case Sisvel is the plaintiff, Sisvel may at its sole discretion alternatively submit any such dispute to the competent courts in the venue of Licensee’s or Licensee Affiliate’s registered offices, or to any of the competent courts where Licensee’s Licensed Products are Manufactured, used, imported, purchased, offered for Sale, Sold, or otherwise disposed of.

AS WITNESS, the Parties entered into this Agreement on the last signature date written below.

Sisvel UK Limited

[Licensee]

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

[Remainder of page intentionally left blank.]

Exhibit 1 – LTE Patent Owners

Airbus DS SAS

Bräu Verwaltungsgesellschaft mBH

China Academy of Telecommunications Technology (CATT)

Electronics and Telecommunications Research Institute (ETRI)

Koninklijke KPN NV

Orange SA

Exhibit 2 – LTE Standard

“LTE Standard” shall mean the 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.

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 specifications.

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.

A copy of 3GPP TS 21.201 is available at the following link:
<http://www.3gpp.org/ftp/Specs/html-info/21201.htm>.

Exhibit 3 – LTE Listed Patents

AU2008273132	CN1805561	DE602010002693.0
AU2008273133	CN1868225	DE602010016869.7
AU2008273134	CN1973512	DE602010018617.2
AU2008279971	CN200610076786	DE602011005344.2
AU2008279972	CNZL01818343.3	DE60209106.3
AU2008279973	CNZL200680038765.8	DE69629564.4
AU715225	CNZL200780009971.0	DE69635453.5
AU729163	CNZL200880001537.2	DE69832591.5
CA2232792	CNZL200880001550.8	DE69838854.2
CA2280150	CNZL200880001555.0	DE69924130.8
CA2318480	CNZL200880001577.7	E1690361 (GB)
CA2439566 C	CNZL200880001586.6	EP01602215 (FR)
CA2642017	CNZL200880001598.9	EP01602215 (GB)
CN 102356623	CNZL200880103475.6	EP01636961 (CH)
CN ZL96197188.6	CNZL200980100191.6	EP01636961 (FR)
CN01720695	CNZL201110127165.1	EP01636961 (GB)
CN100466718	CNZL201110285341.4	EP01636961 (IT)
CN100525299	DE60048549.8	EP01636961 (LI)
CN101019383	DE60149701.5	EP01636961 (SE)
CN101019450	DE602004015819.4	EP01741264 (FR)
CN101060713	DE602004023182.7	EP01741264 (GB)
CN101176330	DE602004027718.5	EP01741264 (IT)
CN101176332	DE602004042246.0	EP01771978 (CH)
CN101180840	DE602005004291.1	EP01771978 (FR)
CN101247209	DE602005007906.8	EP01771978 (GB)
CN101388900	DE602005016662.9	EP01771978 (IE)
CN101406078	DE602005043114.4	EP01771978 (IT)
CN101411125	DE602006011142.8	EP01771978 (LI)
CN101472305	DE602006014383.4	EP01771978 (LU)
CN101567713	DE602006027416.5	EP01771978 (MC)
CN101568185	DE602006047103.3	EP01772030 (FR)
CN101572896	DE602007012916.8	EP01772030 (GB)
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IN227148
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IN250080
IN255363
IN7413/CHENP/2010

JP0 5,384,934
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JP2011520335
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Exhibit 4 – Excluded Patents

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Exhibit 5 – Licensee Affiliates

[INSERT NAME AND FULL ADDRESS OF EACH LICENSEE AFFILIATE]

Exhibit 6 – Form of Royalty Statement

The form of Royalty Statement shall be in the form of an excel file, which has been provided by Sisvel to Licensee. The following is a representation of the information requested in this file.

Exhibit 7 – Form of Bank Guarantee

SISVEL UK LIMITED

Royalty House
32 Sackville Street, Mayfair
London, W1S 3EA, United Kingdom

We hereby open our irrevocable guarantee no. _____ in your favor

By order of: _____

PLEASE INSERT LICENSEE'S DETAILS
--

On behalf of: _____

In Favor of: SISVEL UK LIMITED

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 defences 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 One Hundred Thousand Euros (€100.000,00) 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 UK LIMITED.

This Guarantee shall be governed by and construed according to the Uniform Rules for Demand Guarantees, 2010 revision, International Chamber of Commerce Publication No. 758.