



## SISVEL WLAN PROGRAM LICENSE AGREEMENT

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This license agreement ("Agreement"), effective as of [Effective date] ("Effective Date"), is entered into by and between **Sisvel International S.A.**, a company having its principle place of business at Immeuble Cubus C2, 2 rue Peternelchen, L-2370 Howald, 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**

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- 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 3.1.2.3 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 "Export Regulations" shall mean any laws or regulations relating to economic or financial, trade, shipping or other sanctions, export controls, trade embargoes or restrictive measures that are from time to time imposed and/or administered by the United States, the European Union and its Member States, the United



Kingdom, or any other relevant jurisdiction, or the respective governmental institutions and agencies of the foregoing.

- 1.5 “Extended Agreement” means the possible further/extended agreement between the Parties with regard to Post-Term Units as further defined in Section 2.4.
- 1.6 “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 1.21, irrespective of their possible qualification as Intermediate Products.
- 1.7 “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.
- 1.8 “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 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.
- 1.9 “Make”, “Made” or any similar variation of such term means made, have made, purchased, imported, or otherwise obtained.
- 1.10 “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 future evolutions of the LTE and/or 5G and/or any later generation and WiMAX standard. Furthermore, the WLAN Standard shall not be deemed a Mobile Standard for the purpose of this definition.

- 1.11 “Necessary Records” means the books and records as described in Section 4.9.
- 1.12 “Past Use” means WLAN Products Made and/or Sold by Licensee prior to the Effective Date.
- 1.13 “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 fifty percent (50%) 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 fifty percent (50%) 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 fifty percent (50%) of the profits of the entity.
- 1.14 “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.
- 1.15 “Patents” means all and any patents (including patent applications hereinafter) as described in **Attachment A**, owned by the Patent Owners and for which the Patent Owners have the right to grant licenses 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. For the avoidance of doubt: In case other entities than the Patent Owners (or Patent Owner’s Affiliates) grant to Sisvel rights to monetize their patents essential the WLAN Standard after the Effective Date, such patents are not considered Patents and Licensee will not be licensed under such patents by means of this Agreement.



- 1.16 “Post-Term Units” means WLAN Products Made and/or Sold by Licensee after the Term.
- 1.17 “Sale”, “Sell”, “Sold” or any similar variation of such term means offered for sale, sold, exported or otherwise disposed of.
- 1.18 “Standard Rate” means the standard royalty rate per WLAN Product for the relevant Licensed Field, as per Section 3.1.2.3, 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.
- 1.19 “Term” means the term as described in Article 6 of this Agreement.
- 1.20 “Territory” means worldwide, however, limited to the scope of territorial protection of each of the Patents.
- 1.21 “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.
- 1.22 “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

Other IEEE Standards are explicitly excluded from the WLAN Standard definition, such as but not limited to IEEE Std 802.11ax. For the avoidance of doubt, the WLAN Standard does not include any Mobile Standards or other standards, in part or as a whole.

For the patents included in this Agreement owned or controlled by Koninklijke Philips N.V., the WLAN Standard definition has the following restriction: with the exception of clauses and annexes revised by incorporating Amendment 10, i.e. IEEE Std 802.11s-2011, namely Clause 13 (‘MLME mesh procedures’) and informative Annex W.

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

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- 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. The release and covenant granted to Licensee Affiliates only applies to those of Licensee Affiliates, which qualify as "Licensee Affiliate" at the Effective Date as listed in **Attachment B**. For clarity: In case of any change of control at Licensee, the release and covenant does not extend to the new owner of the control and its affiliates. 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 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**

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- 3.1 Licensee shall make the following non-refundable and non-recoupable payments to Licensor ("Compensation"), each upon thirty (30) days of Licensee's receipt of the respective invoice from Licensor:



- 3.1.1 The amount of five thousand Euros (**5,000.00 €**) 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 \_\_\_\_\_ Euros (..... €) for Past Use Covenant granted under Section 2.2; and
  - 3.1.2.2 The royalties amount payable pursuant to Section 3.1.2.3 below for all calendar quarter(s) become due after the Effective Date of this Agreement; and
  - 3.1.2.3 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 thirty Euro cents (**0.30 €**) per WLAN Product ("Standard Rate"), or, a rate of twenty-five Euro cents (**0.25 €**) 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.
- 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**

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- 4.1 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 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. Licensee shall provide to Licensor all such full royalty statements for all the calendar quarters become due after the Effective Date of this Agreement in accordance with this Section 4.1 on or before Licensee's signature of this Agreement.

- 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 the Patent Owners to Make and/or Sell WLAN Products under 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 Sections 4.2 and 4.3 will not be considered when calculating the Compensation due by Licensee according to Section 3.1.2.3.
- 4.5 It is understood and agreed that in all cases other than described to the contrary under Sections 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 thirty (30) 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 fifteen (15) 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 five (5) years after the expiry of the Term.





- 4.10 Licensor 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. Licensor 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. Any audit under this Section 4.10 shall be conducted by an independent certified public accountant or equivalent ("Auditor") selected by Licensor. 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 Licensor; provided, however, that Licensee shall bear the entire cost of the audit, without prejudice to any other claim or remedy as Licensor 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 WLAN 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 Making and/or Sale of any WLAN Products and not listed in **Attachment B** 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**

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- 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**

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- 6.1 This Agreement is effective as of the Effective Date and will be in force and effect for a term of five (5) 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. Moreover, In the event of failure of Licensee to comply with Section 8.5, in particular with respect to Export Regulations, Licensor is entitled to terminate this Agreement with immediate effect and without Licensor incurring any liability. 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 thirty (30) days to remedy such failure, of which failure Licensor shall 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**

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- 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 one (1) year from the date on which Licensor 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 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, 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**

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- 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:

<p>for Licensor:</p> <p><b>Sisvel International S.A.</b> WLAN Program Manager Immeuble Cubus C2 2, rue Peternelchen L-2370 Howald Grand Duchy of Luxembourg</p> <p>E-mail to: <a href="mailto:wifi_manager@sisvel.com">wifi_manager@sisvel.com</a> With cc: <a href="mailto:notice@sisvel.com">notice@sisvel.com</a> Fax: +352 28 22 50 40</p>	<p>for Licensee:</p> <p><b>[Licencee’s company name]</b> [Licensee’s representative] [Licensee’s address] [Licensee’s address] [Licensee’s country]</p> <p>E-mail to: [email address] Fax: [Licensee’s fax number]</p>
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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 fifteen (15) 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 Compliance with Laws. Licensee shall comply with all applicable laws and regulations as of the effective date stated in the relevant law or regulation, including any applicable Export Regulations and applicable tax withholding laws and regulations and shall not engage in any conduct that would cause Licensor or any Patent Owner to violate such laws and regulations. This sublicense is granted only to Sell, use and Make WLAN Products that do not violate such laws and regulations. For the avoidance of doubt and without limitation to the foregoing, Licensee is prohibited to Sell, use, Make, export or re-export, directly or indirectly, any WLAN Products from any place to the countries specified in EU Regulations 833/2014, 765/2006, 269/2014, and 2024/1745 and any amendments thereto. Licensee shall itself be responsible for monitoring such laws and regulations for any such prohibitions or restrictions and shall follow any instructions Licensor may issue relating thereto. Licensee shall indemnify Licensor and Patent Owners from any expense or damage resulting from Licensee’s conduct that violates or is alleged to violate any such law or regulation or resulting in a violation or alleged violation of any such law or regulation by Licensor or any Patent Owner. This Section is an



essential element of the Agreement.

- 8.7 This Agreement or any right or obligation thereof may not be assigned by Licensee without Licensor’s prior written consent.
- 8.8 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.
- 8.9 Should any individual provisions of this Agreement be invalid, this shall not affect the validity of the remaining provision of this Agreement as a whole. The Parties undertake to replace any invalid provision by a new provision which will approximate as closely as possible the economic and legal result intended by the invalid provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to become effective on the Effective Date.

**Sisvel International S.A.**

**[Licensee]**

\_\_\_\_\_  
 Name: Mr. Thomas Heinz Hartmann  
 Title: Director  
 Date:

\_\_\_\_\_  
 Name:  
 Title:  
 Date:

\_\_\_\_\_  
 Name: Mr. Matteo Maria Morroi  
 Title: Director  
 Date:



## Attachment A

### Patents listed as per Patent Owner

#### Fraunhofer Institut für Integrierte Schaltungen IIS

FRA-01	DE (EP) 1123597	GB (EP) 1123597	PL 192020
	ES (EP) 1123597	IT (EP) 1123597	US 6314289
	FR (EP) 1123597	JP 3464981	

#### Hera Wireless S.A.

HER051	JP 4624423	RU 2383998	KR 817670
	TW I415406	SE (EP) 1768294	KR 817671
	US 7697593	US 8254361	KR 817672
HER057	JP 4841256	US 8265055	KR 817673
	US 8116389	US 8817767	KR 817674
	US 8379744	VN 9822	KR 817675
HER058	JP 4781116	TW I279999	SE (EP) 1811705
	JP 5282119	HER092 CN 200580033853.4	TW I368409
	US 8737377	CN 201210392562.6	US 7715877
HER089	CN 200510007003.9	DE (EP) 1811704	US 7715878
	JP 4130191	FI (EP) 1811704	US 7715879
	JP 4130210	FR (EP) 1811704	US 7715880
	TW I253811	GB (EP) 1811704	US 7738924
	US 7526258	KR 827190	US 8265700
HER090	CN 103338100	KR 829340	US 8611960
	CN 200580021534.1	SE (EP) 1811704	HER094 CN 200680021937
	DE (EP) 1768293	TW I368404	DE (EP) 1927216
	FI (EP) 1768293	US 7715876	FI (EP) 1927216
	FR (EP) 1768293	US 8121647	FR (EP) 1927216
	GB (EP) 1768293	US 9331813	GB (EP) 1927216
	KR 827148	HER093 CN 102983895	JP 4841333
	SE (EP) 1768293	CN 200580030764.4	KR 1279187
	TW I293526	DE (EP) 1811705	SE (EP) 1927216
	US 8054739	FI (EP) 1811705	TW I397282
	US 8446812	FR (EP) 1811705	US 8351463
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	JP 4583254	JP 4065311	SE (EP) 1489758
	JP 4583330	JP 4463293	US 7539461
	KR 887006	JP 5031813	US 7962103



	US 8412115		US 7613151		CN 201210544583.5
	US 8934851		US 7873387		DE (EP) 1925104
	US 9270024		US 7873388		GB (EP) 1925104
HER097	CN 02819661.9		US 7873389		JP 3989512
	CN 200610165995.2		US 7881751		JP 4290210
	DE (EP) 2461494	HER098	CN 200580030234.X		JP 4290218
	FI (EP) 2461494		CN 201210350744.7		JP 4290220
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	US 7130659		TW I407712		TW I422176
	US 7454234		TW I496429		TW I499233
	US 7454235		US 8295400		US 7899413
	US 7454236		US 8787496		US 8380141
	US 7567821	HER099	CN 200680003246.8		US 8976732

**Koninklijke KPN N.V.**

KPN-01	AU 76146/94	KPN-02	BE (EP) 831613		NL (EP) 1001561
	BE (EP) 0716797		CH (EP) 831613	KPN-04	CN 101466085
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	JP 3525258	KPN-03	DE (EP) 0785692		NL (EP) 2076090
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**Orange S.A.**

ORA-01	CN ZL 201080051448	ORA-02	DE (EP) 0616445		ES (EP) 0820172
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	JP 5774017		CA 2059455		SE (EP) 0820172
	RU 2560929		DE (EP) 0820172		US 5307376



ORA-04	DE (EP) 0448492	DE (EP) 60219435	CN 106412890
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	US 5197061	FR (EP) 1362447	ES (EP) 2538709
ORA-05	DE (EP) 0441730	FR (EP) 28212217	ES (EP) 2751366T3
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	US 5228025	JP 4184798	GB (EP) 2499855
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	DE (EP) 1362447	ORA-07 CN 102792721	US 9071965

**Enact IP S.A.**

ENA-01	CN ZL200780002334.0	IT (EP) 1873974	ES (EP) 1871041
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	MX 281770	JP 4704472	GB (EP) 1777880
	NL (EP) 1972102	KR 100615139	GB (EP) 1871041
	US 8023481	KR 100615141	IT (EP) 1777880
	US 8611322	KR 100678273	IT (EP) 1871041
	US 9307557	KR 100678274	JP 4704470
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**Aegis 11 S.A.**

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	DE (EP) 1538763	DE (EP) 2023510	ES (EP) 2017979





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	FI (EP) 0991208	US 7536193	CN ZL200480033050.4
	FI (EP) 2017979	US 8064941	IN 329864
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	FR (EP) 1538763	ZA 20050003478	KR 10-1000388
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	KR 10-0619598	US RE41407	GB (EP) 2661939
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	KR 10-0640938	US RE42369	JP 5518264
	NL (EP) 0991208	AEG-06 US 6469993	JP 5688866
	NL (EP) 1538763	AEG-07 CN ZL2003811329.5	KR 10-1420989
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	SE (EP) 2017979	IN 225958	AEG-13 FR (EP) 2122850
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	US 7792149	RU 2287224	US 9584200
	US 8179893	US 7308278	AEG-14 CA 2729774
	US 8204059	US 7623887	CN 102160447
	US 8401011	US 7869758	DE (EP) 2298021
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	KZ 19344	AEG-10 CN ZL 99125575.5	US 9191928
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**Mitsubishi Electric Corporation**

MW1	CN 101258730	MW2	US 8284686		US 7486720
	US 8514815	MW3	DE 602006007339	MW4	US 8374096

**Koninklijke Philips N.V.**

PHI001	JP 5150739		KR 10-0946234		JP 4223962
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	ZA 2005/07079		US 8406331		TR (EP) 2263407
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	IT (EP) 1604491		ES (EP) 1900167		



## 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 \_\_\_\_\_ 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 one (1) year after that date.

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