



**SISVEL 5G MULTIMODE PROGRAM – PATENT SUBLICENSE AGREEMENT  
BETWEEN SISVEL AND [LICENSEE SHORT NAME]**

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This sublicense agreement ("Agreement"), effective as of November 1, 2023 ("Effective Date"), is entered into by and between **Sisvel International S.A.**, a company having its principal place of business at Immeuble Cubus C2, 2, rue Peternelchen, L-2370 Howald, Grand Duchy of Luxembourg ("Sisvel" or "Licensor") and **[Licensee complete name]**, a company duly incorporated under the laws of [Licensee Incorporation State], having its registered office at [Licensee address] ("[Licensee short Name]" or "Licensee") (individually, a "Party" and collectively, the "Parties").

WHEREAS, Licensor owns or has been granted the right to sublicense the Licensed Patents as defined below, and to grant certain rights and releases under such Licensed Patents;

WHEREAS, Licensor claims that Licensee Makes and/or Sells Licensed Products that make use or practice the claims of such Licensed Patents in the Licensed Field;

WHEREAS, Licensee desires to acquire a non-exclusive license and release to such Licensed Patent for the Licensed Products in the Licensed Field; and

WHEREAS, although Licensee understands that it is free to also negotiate releases, covenants, and licenses, for portions of the Licensed Patents Held by one or more of the Patent Owners or owned by Sisvel, on a bilateral basis, subject to different terms and conditions than those set forth herein, Licensee wishes to obtain such rights in a joint approach from all Patent Owners and Sisvel at once, as subject to the terms and conditions of this Agreement as set forth herein.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the Parties as set forth herein, the receipt and adequacy of which is acknowledged, the Parties, intending to be legally bound, agree as follows:

**1. Defined Terms**

- 1.1 "2G Standard" means each of (i) any time division multiple access (TDMA) based Global System for Mobile Communications (GSM) standards promulgated by ETSI, 3GPP, and/or their respective successor(s), including without limitation GSM, HSCSD, General Packet Radio System (GPRS) and Enhanced GPRS (E-GPRS or EDGE) standard specifications released or published by ETSI, 3GPP and/or relevant regional standardization bodies such as ETSI, TTA, TTC, ARIB, TTC and CCSA, and/or their respective successor(s), irrespective of the transmission medium, frequency band or duplexing scheme; and (ii) updates and evolutions in respect of such standard specifications. The "2G Standard" according to this Agreement does not include any audio including voice, or video codec that may be referenced in such 3GPP specifications. For the avoidance of doubt, the 2G Standard does not include e.g. Advanced Audio Coding (AAC), Enhanced Voice Services (EVS), High Efficiency Video Coding (HEVC), or Versatile Video Coding (VVC) and their evolutions and/or any updates, evolutions, enhancements and/or portions that are part of the 3G Standard, 4G Standard or 5G Standard.
- 1.2 "3G Standard" means each of the (i) wideband code division multiple access (WCDMA) based

UMTS standards and time division-synchronous code division multiple access (TD-SCDMA) based UMTS standards as promulgated by ETSI, 3GPP and/or relevant regional standardization bodies such as ETSI, TTA, TTC, ARIB, TTC and CCSA, and/or their respective successor(s), including without limitation UMTS, TD-SCDMA, HSDPA and HSUPA and irrespective of the transmission medium, frequency band or duplexing scheme; and (ii) updates and evolutions in respect of such standard specifications; and (iii) code division multiple access (CDMA) based CDMA standards as promulgated by 3GPP2, and/or relevant regional standardization bodies such as ETSI, TTA, TTC, ARIB, TTC and CCSA, and/or their respective successor(s), including without limitation IS-95, cdmaOne, CDMA2000 and CDMA2000 EV-DO and irrespective of the transmission medium, frequency band or duplexing scheme; and (iv) updates and evolutions in respect of such standard specifications. The “3G Standard” according to this Agreement does not include any audio including voice, or video codec that may be referenced in such 3GPP specifications. For the avoidance of doubt, the 3G Standard does not include e.g. Advanced Audio Coding (AAC), Enhanced Voice Services (EVS), High Efficiency Video Coding (HEVC), or Versatile Video Coding (VVC) and their evolutions and/or any updates, evolutions, enhancements and/or portions that are part of the 4G Standard or 5G Standard.

1.3 “4G Standard” means each of the (i) orthogonal frequency division multiplexing based LTE standards as promulgated (i.e., adopted and published) by ETSI, 3GPP, and/or relevant regional standardization bodies such as ETSI, ARIB, TTC, and CCSA, and/or their respective successors (including all 3GPP versions from Release 8 and thereafter), including without limitation, LTE, LTE-Advance, TD-LTE, LTE-Advanced Pro, LTE-SAE and irrespective of the transmission medium, frequency band or duplexing scheme; and (ii) updates and evolutions in respect of such standard specifications (including, without limitation, the LTE IoT Standard and its 4G evolutions with LTE Release 15); and (iii) MulteFire standard as promulgated (i.e., adopted and published) by the MulteFire Alliance. The “4G Standard” according to this Agreement does not include any audio including voice, or video codec that may be referenced in such 3GPP specifications. For the avoidance of doubt, the 4G Standard does not include e.g. Advanced Audio Coding (AAC), Enhanced Voice Services (EVS), High Efficiency Video Coding (HEVC), or Versatile Video Coding (VVC) and their evolutions and/or any updates, evolutions, enhancements and/or portions that are part of the 5G Standard.

1.4 “5G Standard” means (i) any specification produced by 3GPP as part of release 15 and future releases, insofar as they are labeled as Fifth Generation (5G) by 3GPP (including in particular all specifications of series 38); and (ii) any feature described in any specification listed in 3GPP TS 21.205, to the extent that they are mandatorily or optionally part of systems that are classified as 5G by 3GPP; and (iii) sections of normative reference to non-3GPP standards required for compliance with 3GPP specifications (i.e. IETF specifications or MPEG specifications). The “5G Standard” according to this Agreement does not include any audio including voice, or video codec that may be referenced in such 3GPP specifications. For the avoidance of doubt, the 5G Standard does not include e.g. Advanced Audio Coding (AAC), Enhanced Voice Services (EVS), High Efficiency Video Coding (HEVC), or Versatile Video Coding (VVC) and their evolutions and/or any updates, evolutions, enhancements and/or any wireless standards considered by the industry to be beyond the 5G Standard (e.g., 6G or sixth

generation standard).

- 1.5 “Affiliate” means, with respect to any Person, a Person who Controls such Person, is Controlled by such Person or is under common Control with such Person, but only for as long as such Control exists.
- 1.6 “ASICs” means application specific integrated circuit chips and integrated circuit chipsets (including the specifications thereof, hardware, firmware and/or associated software that runs within such chips or chipsets) that are designed to perform a particular function or functions.
- 1.7 “Assert” or “Assertion” means to commence, file, participate in or pursue any patent infringement lawsuit or other proceeding.
- 1.8 “Cellular Standard(s)” means the 2G Standard, 3G Standard, 4G Standard and/or 5G Standard(s).
- 1.9 “Change of Control” means (i) an acquisition of more than fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors or similar managing authority of Licensee, (ii) a merger or similar transaction involving Licensee in which the outstanding stock or other voting rights entitled to elect directors or similar managing authority of Licensee owned by the owner of such stocks or rights prior to such merger or similar transaction do not represent more than fifty percent (50%) of such stocks or rights of the surviving entity thereafter, or (iii) the sale of substantially all of the assets of Licensee.
- 1.10 “Compensation” means the payments set forth in Section 3.1.
- 1.11 “Control” or “Controlled” means directly or indirectly (i) holding more than fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors or similar managing authority of an entity; (ii) 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 (iii) 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.
- 1.12 “Essential Patents” means any patent(s) that, under applicable law, includes at least a claim that (i) is either necessarily infringed (in the absence of a (sub)license) or the practice of which, as a practical matter, cannot be avoided in remaining compliant with one or more of the Cellular Standard(s), or in practicing any portion of one or more of the Cellular Standard(s); and/or (ii) would be deemed essential under the applicable IPR policy of 3GPP or its successor; and/or (iii) such patent has been declared or otherwise held out by the respective Patent Owner or Sisvel, as applicable, as essential to one or more of the Cellular Standard(s). **Exhibit D** comprises an illustrative list of Patents that Patent Owners or Sisvel have declared essential to ETSI for one or more of the Cellular Standard(s) according to ETSI, as extracted from the

special report ETSI SR 000 314 V2.32.1 (2022-11) as per the process detailed in **Exhibit D**.

- 1.13 “Extended Term” means the term after the Initial Term as further defined in Section 6.2.
- 1.14 “Have Made” means the right to have a product made by a third party for the sole use and benefit of Licensee and/or Licensee Affiliate(s) exercising such Have Made right (the third party being the “Have Made Producer”), provided that such products have been made by the Have Made Producer solely for the resale by Licensee and/or Licensee Affiliate(s), and excluding each and every product that is resold by Licensee and/or Licensee Affiliate(s) to the Have Made Producer, its Affiliate(s) or any Person to which the Have Made Producer is an Affiliate. For the avoidance of doubt, such Have Made Producer shall not be allowed to Sell Have Made products to parties other than Licensee and/or Licensee Affiliate(s) neither directly nor through Licensee and/or any of Licensee Affiliate(s).
- 1.15 “Hold” or “Held” with respect to any Patent means possession of the right to grant a license or a sublicense by the relevant entity or its Affiliates for the Licensed Products within the Licensed Field at any time during the Term.
- 1.16 “Initial Term” means the period as described in Section 6.1.
- 1.17 “Intermediate Products” means components and subassemblies of Licensed Products sold as standalone items and not incorporated in Licensed Products at the time of sale, such as, without limitation, ASICs, chipsets, semiconductor components, embedded modules and firmware, and software components.
- 1.18 “Licensee Affiliate(s)” means any Person, which is on or after the Effective Date, being Controlled by Licensee, but only for as long as such Control exists. Licensee Affiliates include, as of the Effective Date, the Persons listed in **Exhibit A**.
- 1.19 “Licensed Field” means only the functionality or portion implementing such functionality within a Licensed Product that conforms to or practices all or any part of the Cellular Standards. For clarity: No rights shall be granted under the Licensed Patents with regard to any other standard(s), function(s) or feature(s) other than the Cellular Standards although the Licensed Patents might also be related to such other standard(s), function(s) or feature(s).
- 1.20 “Licensed Patents” means any Essential Patent which is or has been (i) Held by a Patent Owner, and/or (ii) owned by Sisvel at any time during the Term. **Exhibit E** is an illustrative and non-exhaustive list of Licensed Patents that have been subject to the essentiality evaluation process of the Sisvel 5G Multimode Program.
- 1.21 “Licensed Products” means products that are primarily designed as user equipment and conform to or practice all or any part of the Cellular Standards. Licensed Products are limited to consumer electronics such as, but not limited to, phones, smartphones, feature phones, mobile telephones, handheld devices, point of sale devices, personal computers, tablets, e-readers, display frames, televisions and set top boxes, and USB sticks and/or other PC cards

and/or dongles granting cellular connection to the aforementioned devices. Licensed Products, without limitation to the aforementioned, include knocked-down kits of a Licensed Product but exclude: (i) Intermediate Products, (ii) network equipment, (iii) telematic control units (TCU), (iv) Smart Meters, (v) machine type communication (M2M) equipment, and (vi) vehicles.

- 1.22 “Make”, “Made” or any variation of such term means make, Have Made, practice, develop, import and/or re-import products.
- 1.23 “Necessary Records” means the documentation described in Section 4.5.
- 1.24 “Past Use” means Licensed Products Sold by Licensee or Licensee Affiliates prior to the Effective Date, limited to the volumes of Licensed Products listed in table 1 of **Exhibit B**.
- 1.25 “Patent” means any patent or patent application (whether or not divisions, continuations, continuations-in-part, continuing prosecution applications, reissues, reexaminations, renewals, and extensions thereof and any counterparts claiming priority to or therefrom), and like statutory rights, excluding any and all design patents and design patent applications.
- 1.26 “Patent Owners” means the entities listed in **Exhibit C** (each of them a “Patent Owner”). Patent Owners include the entities that are being directly or indirectly Controlled by the Patent Owners, but only for as long as such Control exists, except if indicated otherwise in **Exhibit C**. Licensor may provide a written notice with an updated **Exhibit C** to Licensee when additional entity(ies) join(s) the Sisvel 5G Multimode Program after the Effective Date (“New Patent Owner(s)”). In case Licensee does not provide written objection within ten (10) days after the receipt of the aforementioned written notice, the updated **Exhibit C** shall become effective and the New Patent Owner(s) shall be considered as Patent Owner(s) as of the issue date of the written notice.
- 1.27 “Person” means an individual or a corporation, trust, partnership, limited liability company, joint venture, unincorporated organization, or other entity.
- 1.28 “Pre-Existing Partial License” means a license, cross-license, sublicense, or any other grant of rights or agreement with one or more Patent Owners or Sisvel to Make and Sell certain Licensed Products under the Licensed Patents within the Licensed Field Held by such Patent Owner(s) or owned by Sisvel, as well as any covenant or standstill agreement pertaining to the Licensed Patents within the Licensed Field that is effective prior to the Effective Date, provided, however, that any such grant of rights or agreement shall only be deemed a Pre-Existing Partial License as of the date of Licensor’s receipt of a written notice from Licensee, which must be confirmed by the relevant Patent Owner, wherein the written notice (i) identifies the Licensed Patents that are encumbered by such agreement, (ii) confirms the existence of such agreement, (iii) names the parties to the agreement, (iv) confirms whether Licensed Products are licensed under such agreement, and (v) identifies when such grant of rights or agreement shall expire or lapse.

- 1.29 “Royalty Rate” means the applicable reference royalty rate per unit of the respective Licensed Product as stipulated in Section 3.1.2.
- 1.30 “Sale”, “Sell”, “Sold” or any similar variation of such term means export, offer to sell, sell, distribute, lease and/or otherwise dispose of Licensed Products to a third party, regardless of compensation, if any, or the putting into use of a Licensed Product by Licensee or any Licensee Affiliate. A Licensed Product shall be deemed to have been Sold at the latest upon the earlier of invoicing, shipping or putting into use of such Licensed Product.
- 1.31 “Sisvel” means Sisvel International S.A. and any entities that are being directly or indirectly Controlled by Sisvel International S.A., but only for as long as such Control exists.
- 1.32 “Smart Meter” means electronic devices that record, generate, transmit, and/or receive information regarding the production, use, flow, or consumption of a utility, such as electric energy, water, or gas, and communicate that information wirelessly, but do not use the Cellular Standards for any non-utility related purpose.
- 1.33 “Sisvel 5G Multimode Program” means the patent pool established through agreements between Licensor and the Patent Owners, granting Licensor the right to monetize the Licensed Patents.
- 1.34 “Term” means the period as described in Article 6 of this Agreement.

## **2. Release and License**

- 2.1 Release for Past Use. Subject to Licensee’s full compliance with the payment obligations set forth in Section 3.1.1, Licensor hereby releases, acquits, and discharges Licensee and Licensee Affiliates from any and all claims of infringement of the Licensed Patents within the Licensed Field with respect to Past Use, including all claims, demands and damages for such infringement, in each case, limited to the extent such activities would have been licensed under Section 2.2 if the activities would have occurred after the Effective Date. The release in accordance with this Section 2.1 is limited to Licensed Products provided by or for Licensee, and insofar extends to (i) its successors, (ii) Persons that are Licensee Affiliates on the Effective Date, and (iii) any downstream customers or end-users (but each solely in their capacity as customer or end-users of such Licensed Products and not in any other capacity). Notwithstanding anything to the contrary herein Licensed Patents Held by New Patent Owner(s) are not included in the release for Past Use set forth herein. For the avoidance of doubt, in the event that this Agreement is terminated by Licensor for non-payment of the Past Use compensation per Section 3.1.1, Sisvel and Patent Owners will have the right to sue or otherwise seek and obtain compensation from Licensee for any infringement with respect to Past Use or any breach of Licensee’s obligations concerning Past Use in this Agreement, without limitation as to the time for bringing any such suit, action, or proceeding.
- 2.2 License Grant. Subject to Licensee’s full compliance with the obligations set forth in this Agreement, including the payment obligations set forth in Section 3.1, Licensor hereby grants to Licensee and Licensee Affiliates, a worldwide, non-exclusive, non-transferable, non-



sublicensable, royalty-bearing license under the Licensed Patents within the Licensed Field to Make and/or Sell Licensed Products, including the use of such Made and/or Sold Licensed Products, during the Term.

- 2.3 Pre-Existing Partial Licenses. The Parties acknowledge that there may exist one or more Pre-Existing Partial Licenses that Licensee may have been granted and that such Pre-Existing Partial Licenses have been taken into consideration when determining the Compensation. The Parties agree that Licensed Patents subject to a Pre-Existing Partial License shall be (i) excluded from the licenses, releases and other rights provided under this Agreement for the duration of such Pre-Existing Partial License, and (ii) included in the licenses, releases and other rights provided under this Agreement automatically upon the expiration, lapse, or termination of the Pre-Existing Partial License.
- 2.4 No Implied License. Notwithstanding the above, all rights not expressly granted by Licensor are hereby expressly reserved. No implied licenses are granted or intended under the Licensed Patents and the Parties agree that the licenses and other rights granted hereunder are limited to those expressly stated under Section 2.1 and Section 2.2 and no rights shall be granted under the Licensed Patents with regard to any other standard(s), function(s) or feature(s) other than the Cellular Standards although the Licensed Patents might also be related to such other standard(s), function(s) or feature(s).

### 3. Payment

- 3.1 Compensation. In consideration for the licenses, releases and/or rights granted to Licensee by Licensor under this Agreement, Licensee hereby agrees to make the following non-refundable and non-recoupable payments to Licensor, without any deduction whatsoever, whether for bank transmission charges or otherwise, within thirty (30) days of Licensee's receipt of the respective invoice from Licensor:
- 3.1.1 For Past Use. For Past Use Licensee shall pay the following lump sum: [sum in letters] US Dollars (**sum in figures USD**).
- 3.1.2 For Present and Future Use. Licensee shall pay:
- 3.1.2.1 The royalty amount payable pursuant to Section 3.1.2.2 below for each calendar quarter(s) during the Term beginning with the calendar quarter that includes the Effective Date; and
- 3.1.2.2 the following applicable Royalty Rate for each Licensed Product Made and/or Sold by Licensee and/or Licensee Affiliates in the preceding calendar quarter during the Term, as reported by Licensee to Licensor in accordance with Article 4. For clarity: unreported Licensed Products are considered unlicensed:
- (i) fifty US Dollar cents (USD 0.50) for each Licensed Product that is compliant with at least the 5G Standard;
  - (ii) forty-two US Dollar cents (USD 0.42) for each Licensed Product that is

- compliant with at least the 4G Standard, but not compliant with the 5G Standard;
- (iii) twenty-five US Dollar cents (USD 0.25) for each Licensed Product that is compliant with at least the 3G Standard, but not compliant with the 4G Standard and/or the 5G Standard.

The timely payment of any invoice amount pursuant to this Section 3.1 is a material obligation of Licensee. If Licensee fails to make such payment when due, Licensor shall have the right to terminate this Agreement subject to the terms of Article 6.

3.2 [intentionally omitted]

3.3 Costs, Taxes and Bank Charges. 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 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, as defined in any applicable double taxation treaty, Licensee may deduct such tax from such payments if such withheld tax is within the scope of applicable double taxation treaties. In such an event, Licensee shall promptly provide Licensor with tax receipts issued by the relevant tax authorities 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 to satisfy tax authorities and the payment of any due taxes or recovery of reasonably available tax credits.

3.4 Bank Details. The Compensation shall be paid by wire transfer to Licensor's bank account as specified in the invoice provided by Licensor.

#### 4. Reporting

4.1 Reporting Details. Beginning with the calendar quarter that includes the Effective Date and within the calendar month following the end of each applicable calendar quarter, Licensee shall provide Licensor with a full statement of Licensed Products Made and/or Sold by Licensee and/or Licensee Affiliates during the previous calendar quarter. Licensor shall provide an electronic form to Licensee for such reports, which shall include: (i) the total number of units of Licensed Products Made and/or Sold by Licensee and/or Licensee Affiliates in the preceding calendar quarter and (ii) the following details for each shipment or delivery of the relevant Licensed Products: (a) the model number, (b) a brief description of the product or product type, (c) the brand or trademark on the product, (d) the Cellular Standard(s) relevant to the product, (e) the full name of the customer, (f) the country of Sale, (g) the full name of the Have Made Producer (or the direct supplier, as the case may be), if any, (h) the country of Manufacture, and (i) the country/countries of Sale. Licensee shall submit the full royalty statement in accordance with this Section 4.1 in the electronic form and file type specified by Licensor via e-mail to the address [MC.reporting@sisvel.com](mailto:MC.reporting@sisvel.com). Upon request from Licensor, Licensee shall render to Licensor the above full royalty statement in electronic



format through an extranet or other internet website established for such purpose by Licensor.

- 4.2 Licensee's Supplier. If Licensee or any Licensee Affiliate purchases or otherwise obtains Licensed Products from a third party that claims to be licensed by Licensor or all of the relevant Patent Owners to Make and/or Sell Licensed Products under the Licensed Patents in the Licensed Field then, subject to written confirmation by Licensor, Licensee shall have no royalty payment obligation for such products, provided however, (i) that such third party is indeed a licensee in good standing of Licensor or all of the relevant Patent Owners, as applicable, and (ii) Licensee can provide written evidence to Licensor confirming the existence and scope of the rights granted to the Supplier or an earlier supplier of such supplier leading to a full or partial exhaustion of the rights with respect to the relevant Licensed Patents.
- 4.3 Licensee's Customer. If Licensee or any Licensee Affiliate Sells Licensed Products to a third party that claims to be licensed by Licensor or all of the relevant Patent Owners to Make and/or Sell Licensed Products under the Licensed Patents in the Licensed Field and such third party: (i) is a licensee in good standing of Licensor or all of the relevant Patent Owners, as applicable, (ii) has timely fulfilled all of its royalty payment obligations under such license at the time Licensee Sells such Licensed Products to it; and (iii) has provided Licensor with a written declaration 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 or a Licensee Affiliate; then, subject to written confirmation by Licensor, Licensee shall have no royalty obligation for such products.
- 4.4 Confidential Reports. Licensor shall not disclose any of the information comprised in the royalty statements provided by Licensee or Licensee Affiliates under this Agreement as per Article 7.
- 4.5 Necessary Records. Licensee and Licensee Affiliates shall keep and maintain accurate, complete and detailed books and records in paper and electronic form including, but not limited to, all books and records and organization charts showing the relationship of Licensee and all Licensee Affiliates, and all production, purchases, stocks, deliveries, and technical specifications of all Licensed Products, and sales records related to Licensed Products, which are necessary for an Auditor (as defined in Section 4.6), in such Auditor's sole opinion, to verify the fees paid and/or payable under this Agreement (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 Licensed Products, shall be maintained for five (5) years after the expiration of the Term.
- 4.6 Audit Right. Licensor shall have the right to audit Licensee's and Licensee Affiliates' Necessary Records once per calendar year for verification of the amount of Licensed Products actually Made and/or Sold during the Term in comparison to the amounts reported as Made and/or Sold according to this Article 4. Licensor shall give Licensee written notice of such audit at least five (5) days prior to the audit. All such audits shall be conducted at Licensee's facility (or such other place as determined by the Auditor, e.g. virtually) during reasonable business

hours. Any audit under this Section 4.6 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 fully and timely cooperate with the Auditor and/or to fail to provide the Auditor with all Necessary Records requested by the Auditor.

- 4.7 Audit Costs. The costs of any audit under Section 4.6 shall be at the expense of Licensor; provided, however, that Licensee shall bear the entire costs of the audit, without prejudice to any other claim or remedy that 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 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 one or more Licensee Affiliates involved in the Making and/or Selling of Licensed Products which are not listed in Licensee’s reports; (iii) Licensee has failed to submit any royalty statements by their due date, pursuant to Section 4.1, with respect to the period to which the audit relates; and/or (iv) Licensee or any Licensee Affiliate refuses or obstructs the audit, or the Auditor reports that Licensee or any Licensee Affiliate has refused or obstructed the audit, such as, for example, by refusing to supply all Necessary Records requested by the Auditor.

## 5. Representations and Warranties

- 5.1 Licensor’s Representations and Warranties. Licensor represents and warrants that it has the full legal authority, power, and right to enter into this Agreement and to grant Licensee and Licensee Affiliates the rights, privileges, and releases set forth herein.
- 5.2 Licensor’s Limitations. Nothing in this Agreement shall be construed, expressed or implied, as: (i) a warranty or representation by Licensor as to the validity or scope of any of the Licensed Patents; (ii) 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 that is not a Licensed Patent and it shall be the sole responsibility of the Licensee to make such determination as is necessary with respect to the acquisition of licenses under any other patents or other intellectual property; (iii) a warranty or representation by Licensor that the Licensed Patents include all patents necessary for compliance with the relevant specification throughout the world; (iv) conferring any right to use, in advertising, publicity or otherwise, any name, trade name, trademark, or any contraction, abbreviation or simulation thereof; or (v) an obligation upon either Party to make any determination as to the applicability, suitability, usefulness or fitness of any patent to any product, service, invention, technology or process or part thereof of the other Party, its Affiliates or third parties.
- 5.3 Licensee’s Representations and Warranties. Licensee represents and warrants that: (i) it has the full legal authority, power, and right necessary to enter into this Agreement and perform the duties and obligations outlined herein and (ii) all reports and information (to be) provided to Licensor has been and will be accurate, true and complete, and (iii) the volumes of Licensed Products listed in table 1 of **Exhibit B** comprise all Licensed Products Made and/or Sold prior

to the Effective Date.

- 5.4 Parties' Mutual Representations and Warranties. Each Party represents and warrants (i) 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; (ii) 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, and (iii) that, as of the Effective Date, (a) it is not the subject of a voluntary or involuntary petition in bankruptcy or the equivalent thereof, (b) it does not contemplate filing any voluntary petition, and (c) it does not have reason to believe that an involuntary petition will be filed against it in the foreseeable future.
- 5.5 Exhaustive List of Representations and Warranties. Other than the express representations and warranties set forth in this Article 5, the Parties make no other representations or warranties of any kind, expressed or implied.

## **6. Term and Termination**

- 6.1 Initial Term and Term. This Agreement is effective as of the Effective Date and shall be in full force and effect for a term of five years (5 years) after the Effective Date ("Initial Term") unless terminated earlier by Licensor in accordance with Sections 6.4 or 6.5, or extended as per Section 6.2 (whatever duration of this Agreement applies is referred to as "Term").
- 6.2 Extended Term. The Initial Term of this Agreement shall automatically be extended for subsequent periods of five years (5 years) each after the expiration of the Initial Term ("Extended Term") unless a Party provides written notice of termination to the other Party no later than six months (6 months) before expiration of the then current five years (5 years) period.
- 6.3 Cure Period. In the event Licensee fails to timely, completely and accurately report royalties, provide due assistance in any audit or otherwise and/or make payment for any due amounts, Licensee shall have thirty (30) days to remedy such failure after receiving notice of such failure from Licensor. Additionally, in the case where an aforementioned event occurs multiple times during the Term, Licensor may consider this a material breach with no further right for Licensee to remedy.
- 6.4 Termination after Material Breach of Licensee. In the event of a material breach of Licensee, Licensor has the right to terminate this Agreement with immediate effect.
- 6.5 Termination after Change of Control. In the event of a Change of Control, Licensor has the right, in its sole discretion, to (a) terminate this Agreement, or (b) agree with assignment to the new parent company of Licensee, effective as of the date on which the Change of Control becomes effective. Should such Change of Control increase the Licensee's (including its new Licensee Affiliates) benefits or decrease the Licensor's benefits received under this Agreement, the Parties agree to negotiate in good faith on what terms Licensor may be able

to agree to an assignment of the Agreement. Licensee shall provide Licensor with written notice of any Change of Control without delay prior to such Change of Control, with sufficient details for Licensor to enable it to evaluate the effects of such Change of Control on this Agreement and benefits granted and received hereunder. Notwithstanding anything in this Agreement, any assignment of this Agreement pursuant to a Change of Control shall not operate to license the business of the assignee prior to such Change of Control, or natural extensions of such business going forward, without Licensor's prior written approval.

- 6.6 **Defensive Termination**. In the event Licensee or any Licensee Affiliate initiates or maintains or in any other way participates in, directly or indirectly via a third party, an Assertion against Sisvel or a Patent Owner and/or its Affiliates related to a Patent that is alleged to be an Essential Patent, or that is believed in Sisvel's or such Patent Owner's reasonable judgment to be an Essential Patent, and Licensee and/or Licensee Affiliate has refused or should be reasonably regarded as having refused to grant the Sisvel or relevant Patent Owner and/or its Affiliates a license on a reciprocal basis under such Patent upon which the Assertion is based, then such Sisvel or Patent Owner may provide written notice to Licensor of withdrawal of its and its Affiliates' Licensed Patents from the license granted under Section 2.2. Upon receipt of notice of such withdrawal, Licensor shall promptly notify Licensee and permit Licensee thirty (30) days to fully dismiss with prejudice such Assertion, or have the relevant Licensee Affiliate or third party fully dismiss with prejudice such Assertion, in writing. If Licensee does not, or does not ensure that the relevant Licensee Affiliate or third party, fully dismiss with prejudice such Assertion within such thirty (30) day period, then Licensor may withdraw Sisvel or such Patent Owner's and its Affiliates' Licensed Patent(s) from the scope of the license granted to Licensee and Licensee's Affiliates under Section 2.2 with immediate effect, which Licensor will communicate to Licensee accordingly. If Licensed Patents of Sisvel or a particular Patent Owner are withdrawn from the rights granted to Licensee under Section 2.2, Licensor will provide Licensee with an updated illustrative list of Licensed Patents in **Exhibit E**, reflecting the removal of such Sisvel or Patent Owner and its respective listed Licensed Patents.

## 7. **Confidentiality**

Each Party may disclose the existence of this Agreement, the identities of the Parties, and the relevant technology licensed under this Agreement but shall keep the terms and conditions of this Agreement and any information exchanged by the Parties in its execution confidential and shall not disclose any of the above to any third party (for clarity, Affiliates of the Parties are not considered third parties), except: (i) if such disclosure was done in an aggregated or anonymized form; (ii) as provided for in this Agreement or with the prior written consent of the disclosing Party; (iii) to any governmental body specifically requiring such disclosure (e.g. customs for verification of license compliance to prevent seizure of goods); (iv) 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; (v) 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; (vi) to a competent court, arbitral tribunal, or mediation panel or competition authority for the purposes of establishing or opposing actual or anticipated competition law or (F)RAND

related defense(s), subject to there being safeguards in place to ensure the confidentiality of such information; (vii) if disclosure is demanded by a subpoena, or by an order from a court or governmental body, or as may otherwise be required by law or regulation, however, if legally possible, subject to protective order or written agreement between counsels that such disclosure shall be limited to “Attorneys’ Eyes Only”, (or, 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); or (viii) if the information has become publicly available without a breach of confidentiality of any of the Parties or their Affiliates.

## 8. Miscellaneous

8.1 Communication Details. 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 communication shall be effective as of the date it is received by the other Party. Each Party shall notify the other Party in writing of any change in the communication information contained in this Section 8.1 within fifteen (15) calendar days of such change.

For Licensor:

**Sisvel International S.A.**  
Att.: 5G Multimode Program Manager  
Immeuble Cubus C2  
2, rue Peternelchen  
L-2370 Howald  
Grand Duchy of Luxembourg

E-mail to: [MC@sisvel.com](mailto:MC@sisvel.com)  
with cc: [notice@sisvel.com](mailto:notice@sisvel.com)

for Licensee:

**[Licensee complete name]**  
Att.: [contact name]  
[address]  
[address]  
[Country]  
  
E-mail to: [example@email.com](mailto:example@email.com)

8.2 Counterparts. 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. The exchange of scanned copies of signed versions or electronically executed copies of this Agreement, and any communication and/or amendment shall be sufficient to satisfy execution requirements of binding agreement.

8.3 Written Form Requirement. 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. The second sentence of Section 8.2 shall apply accordingly.

8.4 Governing Law and Dispute Resolution. 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, under, out of, or in connection with this Agreement.

- 8.5 No Assignment. This Agreement or any right or obligation thereof may not be assigned by Licensee without Licensor's prior written consent.
- 8.6 Survival. Any provisions contained in this Agreement that, by their nature, would continue beyond the expiration or termination of this Agreement shall so survive such expiration or termination, including but not limited to Article 3 (Payment of Compensation), Section 4.5 (Necessary Records) and Section 4.6 (Audit Rights).
- 8.7 No waiver. No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 8.8 Entire Agreement. 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 Severability Clause. Should any individual provisions of this Agreement be found invalid or unenforceable, the remainder of this Agreement shall have full force and effect. The Parties undertake in good faith to replace any invalid provision by a new provision which shall approximate as closely as possible the economic and legal result intended by the Parties in entering into this Agreement.
- 8.10 This sublicense is granted only to Make and/or Sell Licensed Products that do not violate applicable laws and regulations, which includes but is not limited to criminal laws, product safety regulations, as well as export restrictions, sanctions regimes and embargoes imposed by the governing law of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Patent Sublicense Agreement as of the Effective Date.

**Sisvel International S.A.**

**[Licensee complete name]**

Signature

Signature

Name

Name

Title

Title



Date

Date

Signature

Name

Title

Date

**Exhibit A**

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**LICENSEE AFFILIATES**

N/A

## Exhibit B

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### PAST USE

**Table 1: Licensed Products subject to the release under Section 2.1**

Period	Maximum number of Licensed Products Sold compliant with the 2G Standard, 3G Standard, and/or 4G Standard, but not the 5G Standard, that shall be subject to the release granted under Section 2.1	Maximum number of Licensed Products Sold Licensed Products compliant with at least the 5G Standard, that shall be subject to the release granted under Section 2.1
Prior to the Effective Date	[Quantity in letters (quantity in figures)]	[Quantity in letters (quantity in figures)]

## Exhibit C

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### PATENT OWNERS

- Alfred Consulting LLC
- Intellectual Discovery Co., Ltd. (please see footnote 1 below)
- JVCKENWOOD Corporation
- KDDI Corporation
- Koninklijke KPN N.V.
- Mitsubishi Electric Corporation
- Siemens Aktiengesellschaft (please see footnote 2 below)
- SK Telecom Co., Ltd.
- Technology in Ariscale, LLC
- Telefónica S.A.
- TIM S.p.A.
- Unisoc (Shanghai) Technologies Co., Ltd.
- Wilus Inc.
- Wireless Innovations, LLC

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<sup>1</sup> Notwithstanding anything to the contrary, Wireless Alliance LLC, an organization created under the laws of USA with an office at 825 Watter's Creek Blvd., Building M, Suite 250, Allen TX 75103, USA (a company affiliated with Intellectual Discovery Co Ltd.) shall not be considered as a Patent Owner or an Affiliate of a Patent Owner and its patents shall explicitly not be subject to this Agreement or any licenses, releases granted hereunder.

<sup>2</sup> Notwithstanding anything to the contrary, Siemens Healthineers AG, an organization created under the laws of Germany with an office at Henkestr. 127, 91052 Erlangen, Germany (a company affiliated with Siemens Aktiengesellschaft) and the entities directly or indirectly controlled by Siemens Healthineers AG shall not be considered as a Patent Owner or an Affiliate of a Patent Owner and its patents shall explicitly not be subject to this Agreement or any licenses, releases granted hereunder.

## Exhibit D

## PATENTS DECLARED ESSENTIAL BY PATENT OWNERS AND SISVEL

The following table lists the Patents that the Patent Owners or Sisvel have declared essential to ETSI for one or more of the Cellular Standard(s). The dataset is obtained from November 2023 version of ETSI's bi-annually published Special Report SR 000 314 ([https://portal.etsi.org/webapp/WorkProgram/Report\\_WorkItem.asp?WKI\\_ID=68027](https://portal.etsi.org/webapp/WorkProgram/Report_WorkItem.asp?WKI_ID=68027)). Nothing in this Agreement shall, neither expressed nor implied, be construed as a representation or warranty by Sisvel as to whether any of the Patents listed in this overview are in fact essential. To focus the data on the information relevant to the Patent Owners and Sisvel, the following filters have been applied:

- **COMP\_LEGAL\_NAME**<sup>1</sup>: "3G Licensing S.A." OR "3G Licensing SA" OR "Alfred Consulting LLC" OR "Koninklijke KPN N.V." OR "Mitsubishi Electric Corp" OR "Siemens AG" OR "Siemens Aktiengesellschaft" OR "Sisvel International S.A." OR "Sisvel International SA" OR "SK Telecom Co., LTD." OR "Spreadtrum Communications (Shanghai) Co., Ltd."<sup>2</sup> OR "Telecom Italia S.p.A." OR "TELEFONICA S.A." OR "Via Licensing Corporation"<sup>3</sup> OR "WILUS INSTITUTE OF STANDARDS AND TECHNOLOGY INC."
- **DECL\_IS\_PROP\_FLAG**: TRUE
- **Patent\_Type**: "Basis Patent" OR "Family Member"

Publication numbers without country code are also removed. Please note that the following table is merely a query result of public information available on the website of ETSI and is provided for illustrative purposes only. Nothing in this Agreement shall, neither expressed nor implied, be construed as a representation or warranty by Sisvel as to whether the information from ETSI is accurate or up-to-date.

AR008528	AT192615	AT280478	AT322797	AT356520
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<sup>1</sup> Intellectual Discovery Co., Ltd., JVCKENWOOD Corporation, KDDI Corporation, and Technology in Ariscale, LLC are not included in the filter as they are not a member of ETSI and hence not subject to the ETSI Intellectual Property Rights Policy. Also, please note that JVCKENWOOD Corporation and KDDI Corporation are participating in the 3GPP process through their membership with ARIB, which has a different IPR policy than ETSI.

<sup>2</sup> "Spreadtrum Communications (Shanghai) Co., Ltd." is the former name of "Unisoc (Shanghai) Technologies Co., Ltd".

<sup>3</sup> The Essential Patents Held by Wireless Innovations, LLC have been declared essential by its parent company - Via Licensing Corporation.

EXEMPLARY TEMPLATE FOR INFORMATION PURPOSES ONLY

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CN105144655	CN106793146	CN108633025	CN109803346	CN110691361
CN105164990	CN106793169	CN108633026	CN109803422	CN110708145
CN105208020	CN106793170	CN108668349	CN109818647	CN110768758
CN105263180	CN106817722	CN108684079	CN109892003	CN110771083
CN1053157	CN106817765	CN108684080	CN109923892	CN110784927
CN105379346	CN106817773	CN1086899	CN109964475	CN110798290
CN105429743	CN106850165	CN1086900	CN110012498	CN110798838
CN105453648	CN106850174	CN108702232	CN110022613	CN110830094
CN105532070	CN106877990	CN108737316	CN110024354	CN110830173
CN105681010	CN106961689	CN108809497	CN110034880	CN110830191
CN105681014	CN106961712	CN108809526	CN110034901	CN110830194
CN105681015	CN106961722	CN108809539	CN110034940	CN110831128
CN105684487	CN107006014	CN108810934	CN110035452	CN110831195
CN105790918	CN107070846	CN108811110	CN110035490	CN110831233
CN105792363	CN107113702	CN108882264	CN110035541	CN110831251
CN105830476	CN107148794	CN108882285	CN110035542	CN110838858
CN105900473	CN107154837	CN108886459	CN110072277	CN110839258
CN105940726	CN107181582	CN108886818	CN110087298	CN110856180
CN105991209	CN107196752	CN1090431	CN110089154	CN1108712
CN106060855	CN107196753	CN109150433	CN110098889	CN1108715
CN106134253	CN107197510	CN109150438	CN110100470	CN1108716
CN106413102	CN107209694	CN109151849	CN110115060	CN110876177
CN106413103	CN107211422	CN109151921	CN110115090	CN110876188
CN106465106	CN107295664	CN109152042	CN110149702	CN110876205
CN106533513	CN107359974	CN109155649	CN110149703	CN110896546
CN106535318	CN107371223	CN109155720	CN110166195	CN110933686
CN106559780	CN107484198	CN109196786	CN110166393	CN110933714
CN106576255	CN107534481	CN109219974	CN110167160	CN110944350
CN106612165	CN107534797	CN109246792	CN110225570	CN110944390
CN106712821	CN107710655	CN109246823	CN110233693	CN1109478
CN106712883	CN107926003	CN109246834	CN110233712	CN110972270
CN106713204	CN107948952	CN109246846	CN110235385	CN110999235
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CN106714322	CN108029142	CN109392091	CN110268666	CN111034294
CN106714325	CN108063659	CN109392170	CN110311762	CN111052653
CN106788861	CN108064040	CN109417722	CN110324109	CN111052658
CN106788880	CN108092758	CN109474963	CN110324130	CN111064539

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CN111093210	CN112567866	CN114337949	CN115225233	CN1179667
CN111096062	CN1126321	CN1143585	CN115225234	CN1180285
CN111130723	CN1127872	CN114362897	CN115242365	CN1183791
CN111130724	CN112954775	CN114374468	CN115278785	CN1187910
CN111132344	CN112997454	CN114389768	CN1153380	CN1188978
CN111147210	CN1130012	CN114390545	CN115362744	CN1189077
CN111148191	CN1130095	CN114390571	CN115499928	CN1190520
CN111183608	CN1130099	CN114390609	CN115499929	CN1192537
CN111194543	CN113055871	CN114424661	CN115642992	CN1196288
CN111200487	CN113114444	CN114454004	CN115642993	CN1196289
CN111200870	CN113114445	CN114463465	CN115642994	CN1196352
CN111212437	CN113115348	CN114465703	CN1157005	CN1197310
CN111224766	CN1131617	CN114499805	CN1157019	CN1197581
CN111245587	CN113170511	CN114499806	CN115720135	CN1204427
CN111246424	CN113228549	CN114499807	CN115720136	CN1205828
CN111246590	CN1132364	CN114501597	CN115765922	CN1207231
CN111277389	CN1132472	CN114501668	CN115765923	CN1207864
CN111277399	CN1132487	CN114585021	CN115765946	CN1207865
CN111278047	CN1132488	CN114599073	CN115765947	CN1212107
CN111279316	CN113259068	CN114599074	CN115765948	CN1214562
CN111294165	CN113260056	CN114599118	CN115765949	CN1214658
CN111294166	CN113271187	CN114599119	CN1157888	CN1218512
CN111294182	CN113271662	CN114614876	CN115801182	CN1220793
CN111294750	CN113316913	CN1146184	CN115804212	CN1223235
CN111294758	CN113329509	CN114641031	CN1159691	CN1226352
CN111294769	CN113347592	CN114667796	CN1159865	CN1227686
CN111294789	CN1134122	CN114696970	CN1159866	CN1227687
CN111294850	CN1134131	CN114698121	CN116018849	CN1227851
CN111294894	CN113424474	CN114698135	CN116018864	CN1227924
CN111294895	CN113439484	CN114698136	CN1160330	CN1228219
CN111294903	CN113453322	CN114698137	CN116076042	CN1230325
CN111294935	CN113473630	CN114727392	CN116134944	CN1230326
CN111294937	CN113473631	CN114727400	CN116347590	CN1230998
CN111294943	CN113518390	CN114727401	CN116368761	CN1232151
CN111294965	CN113543330	CN114731688	CN116368911	CN1238104
CN111294980	CN1135711	CN114745075	CN116458247	CN1238107
CN111294986	CN1135734	CN114745084	CN116489759	CN1238108
CN111314036	CN1135889	CN114745085	CN116489793	CN1238109
CN111314260	CN113612592	CN114745086	CN116489794	CN1241344
CN111315021	CN113613295	CN114745088	CN116489795	CN1247617
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CN111342942	CN113613297	CN114762365	CN116506937	CN1253698
CN111345073	CN113645673	CN114765491	CN116567816	CN1254946
CN111385067	CN113660712	CN114765514	CN116582935	CN1258403
CN111385816	CN1136692	CN114765516	CN116584063	CN1258890
CN111385826	CN113676301	CN114765874	CN116584139	CN1261492
CN111385852	CN113691357	CN114765877	CN116600389	CN1262832
CN111405623	CN113692000	CN114793152	CN116669205	CN1263232
CN111447653	CN1137714	CN114793189	CN116669206	CN1265671
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CN111492622	CN113825232	CN114845409	CN116743321	CN1268267
CN1115066	CN113891433	CN114845410	CN116743322	CN1269086
CN111567117	CN1139225	CN114867045	CN116743323	CN1269111
CN111587554	CN113924813	CN1149866	CN1171496	CN1269114
CN111742510	CN113966587	CN115038118	CN1175582	CN1269939
CN111756484	CN114070499	CN115038119	CN1175593	CN1271501
CN111756496	CN114070531	CN1150693	CN1175615	CN1276112
CN111757480	CN114070532	CN115133960	CN1175704	CN1276694
CN112106316	CN114071708	CN115133961	CN1177458	CN1277415
CN112272396	CN114071709	CN115133962	CN1178423	CN1278571
CN1123164	CN114175830	CN115133963	CN1179508	CN127859
CN1123272	CN114208369	CN115150046	CN1179517	CN1280728
CN112567827	CN1142300	CN1151689	CN1179589	CN1282155
CN112567848	CN1143268	CN115225232	CN1179593	CN1283298

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CN1283338	CN1423881	CN1633788	CN1973512	DE102006046017
CN1283346	CN1423914	CN1636415	CN1973567	DE10201330
CN1284139	CN1429447	CN1647435	CN1981455	DE10215567
CN1284244	CN1430778	CN1647569	CN1993960	DE10218811
CN1285983	CN1430821	CN1653780	CN214462	DE10219151
CN1286877	CN1430831	CN1658282	CN392971	DE10220184
CN1297115	CN1430855	CN1659853	CY1117070	DE10222156
CN1303550	CN1433604	CN1663162	CZ20004911	DE10226104
CN1303843	CN1437833	CN1666546	CZ285088	DE10226394
CN1306721	CN1446411	CN1666556	CZ299023	DE10226650
CN1306726	CN1446412	CN1672364	CZ9600549	DE10227165
CN1306730	CN1452844	CN1675943	CZ9602085	DE10229056
CN1307786	CN1473430	CN1677980	DE02706806	DE10230400
CN1308799	CN1476715	CN1682550	DE10001367	DE10230897
CN1309196	CN1478113	CN1692615	DE10007602	DE10235470
CN1314277	CN1478256	CN1695321	DE10008064	DE10239061
CN1316834	CN1488136	CN1708928	DE10025270	DE10249668
CN1317181	CN1493127	CN1709006	DE10034248	DE10251479
CN1320310	CN1494055	CN1711728	DE10039429	DE10300709
CN1321379	CN1496024	CN1717904	DE10040228	DE10306171
CN1322424	CN1496048	CN1720695	DE10048487	DE10307403
CN1322453	CN1496641	CN1725899	DE10065742	DE10308011
CN1324527	CN1498467	CN1736059	DE10107703	DE10311697
CN1324833	CN1503464	CN1737903	DE10117054	DE10315767
CN1325602	CN1503465	CN1748374	DE10119449	DE10318649
CN1325603	CN1505876	CN1751533	DE10120772	DE10323191
CN1326335	CN1512694	CN1757249	DE10123611	DE10332746
CN1326344	CN1516494	CN1759587	DE10127865	DE10337828
CN1327643	CN1516495	CN1759628	DE10129777	DE10340647
CN1327659	CN1520654	CN1764088	DE10130537	DE10345638
CN1328731	CN1520664	CN1765141	DE10131092	DE10345881
CN1329785	CN1526208	CN1768549	DE10131946	DE10352350
CN1330843	CN1528071	CN1770665	DE10132585	DE10358987
CN1333951	CN1528085	CN1774905	DE10141092	DE19509000
CN1337137	CN1535530	CN1774947	DE10142959	DE19524659
CN1341335	CN1539219	CN1777309	DE10147896	DE19534156
CN1344440	CN1547820	CN1777910	DE10149721	DE19546599
CN1346552	CN1547831	CN1790485	DE10150846	DE19547467
CN1349690	CN1547835	CN1790977	DE10151743	DE19549008
CN1349691	CN1557064	CN1795621	DE10160631	DE19549009
CN1354954	CN1559135	CN1801926	DE10163509	DE19600197
CN1361957	CN1561612	CN1805561	DE10163540	DE19603443
CN1364362	CN1561621	CN1806421	DE10200296	DE19608464
CN1369183	CN1565140	CN1808957	DE102004005720	DE19620035
CN1370355	CN1565141	CN1823544	DE102004008392	DE19620843
CN1379959	CN1568628	CN1829135	DE102004022146	DE19622630
CN1384689	CN1572081	CN1830168	DE102004022147	DE19635581
CN1385047	CN1572095	CN1836461	DE102004029444	DE19636256
CN1394453	CN1578193	CN1860711	DE102004036732	DE19636730
CN1395763	CN1582597	CN1860732	DE102005005696	DE19638170
CN1395803	CN1593070	CN1860820	DE102005006174	DE19638173
CN1399820	CN1599282	CN1868225	DE102005006530	DE19647627
CN1399821	CN1600014	CN1874188	DE102005006893	DE19647629
CN1399822	CN1600042	CN1878046	DE102005026982	DE19649667
CN1399829	CN1606894	CN1879386	DE102005050586	DE19653122
CN1402469	CN1613224	CN1881861	DE102005050852	DE19707261
CN1402916	CN1615630	CN1890908	DE102006002892	DE19709407
CN1404655	CN1617480	CN1902883	DE102006004868	DE19709713
CN1409905	CN1617481	CN1902979	DE102006006071	DE19717588
CN1411671	CN1617482	CN1906889	DE102006006549	DE19727267
CN1418443	CN1617483	CN1921690	DE102006009726	DE19730316
CN1420649	CN1628434	CN1939002	DE102006014350	DE19733120
CN1421082	CN1631048	CN1943259	DE102006026929	DE19736676
CN1421108	CN1633770	CN1946003	DE102006038037	DE19737850

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DE19738156	DE60219909	DK2009806	EP0868823	EP1142133
DE19741216	DE60223410	DK2139272	EP0872132	EP1142172
DE19747366	DE60311426	DK2250835	EP0872148	EP1142401
DE19747457	DE60312184	DK2291033	EP0878064	EP1142428
DE19752614	DE60312721	DK2341723	EP0878109	EP1152625
DE19800953	DE60318755	DK716797	EP0903025	EP1155586
DE19801784	DE60320050	DK823187	EP0903026	EP1166468
DE19811002	DE69015094	EA001343	EP0903027	EP1169778
DE19812215	DE69119005	EA008051	EP0918410	EP1169787
DE19827700	DE69133488	EA010774	EP0925696	EP1173943
DE19831825	DE69328847	EA010986	EP0925697	EP1173944
DE19840232	DE69402327	EA011841	EP0927485	EP1175794
DE19840506	DE69414401	EA011917	EP0938820	EP1184992
DE19849540	DE69432798	EA012519	EP0938821	EP1185049
DE19849541	DE69434727	EA012923	EP0938822	EP1186193
DE19849578	DE69605032	EA013147	EP0938823	EP1187358
DE19849784	DE69608947	EA013704	EP0960542	EP1187359
DE19851600	DE69629564	EA020306	EP0971510	EP1198076
DE19853443	DE69635453	EA199900473	EP0971550	EP1198913
DE19856834	DE69635651	EA200501249	EP0971553	EP1198917
DE19857821	DE69637162	EA200701691	EP0972370	EP1206883
DE19859081	DE69637508	EA200701747	EP0973342	EP1210780
DE19907083	DE69736446	EA200702112	EP0974236	EP1219045
DE19916064	DE69825180	EA200801262	EP0978206	EP1219060
DE19919545	DE69832591	EA200870024	EP0980619	EP1219126
DE19922968	DE69837822	EA200870203	EP0984581	EP1222763
DE19940048	DE69838854	EA200870257	EP0986228	EP1224832
DE19948367	DE69916870	EA200900848	EP0988714	EP1228599
DE19951797	DE69917307	EA200970201	EP0992146	EP1230820
DE19953877	DE69921200	EG21380	EP0996301	EP1232583
DE19955096	DE69921862	EP0240821	EP0997012	EP1232584
DE19956492	DE69923412	EP0399360	EP1000476	EP1232596
DE19956748	DE69923517	EP0421535	EP1005733	EP1232666
DE19957031	DE69924130	EP0429888	EP1005767	EP1234397
DE19957288	DE69927421	EP0464314	EP1010285	EP1236292
DE19958425	DE69929535	EP0475520	EP1013128	EP1247352
DE20122757	DE69935267	EP0562890	EP1016304	EP1247417
DE202020005739	DE69936805	EP0637181	EP1027773	EP1249151
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DE29624623	DE9422483	EP0715473	EP1034639	EP1258085
DE3023375	DK0421535	EP0716796	EP1048163	EP1262081
DE3225443	DK0429888	EP0716797	EP1050170	EP1264504
DE3638735	DK0475520	EP0727914	EP1051870	EP1265416
DE4212300	DK0716797	EP0732861	EP1052620	EP1271864
DE4325190	DK0763960	EP0740877	EP1059822	EP1271881
DE50115139	DK0785692	EP0751643	EP1064810	EP1271970
DE60002659	DK0790595	EP0763960	EP1075738	EP1276288
DE60002884	DK0823187	EP0771125	EP1090520	EP1280279
DE60007485	DK1092296	EP0771126	EP1091517	EP1282946
DE60022873	DK1142428	EP0782128	EP1092296	EP1282991
DE60122773	DK1155586	EP0782356	EP1110336	EP1283636
DE60125925	DK1249151	EP0785692	EP1112633	EP1283648
DE60127695	DK1389372	EP0790595	EP1119925	EP1283650
DE60127949	DK1422860	EP0793394	EP1119934	EP1283652
DE60130436	DK1479254	EP0823187	EP1119935	EP1284061
DE60131066	DK169988	EP0827355	EP1119948	EP1285547
DE602004003146	DK174393	EP0828399	EP1119997	EP1286480
DE602005004291	DK1794973	EP0831613	EP1125449	EP1289227
DE60203411	DK1796406	EP0836787	EP1125462	EP1302084
DE60208727	DK1807956	EP0844798	EP1125463	EP1303090
DE60211753	DK1810523	EP0850547	EP1129536	EP1305919
DE60211903	DK200400276	EP0852885	EP1133846	EP1307975
DE60211954	DK200400277	EP0867080	EP1135955	EP1308065

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EP1310050	EP1461888	EP1636961	EP1860834	EP2055087
EP1313228	EP1470684	EP1638238	EP1861981	EP2057811
EP1313299	EP1471656	EP1647159	EP1861982	EP2057857
EP1314296	EP1471657	EP1655974	EP1864397	EP2058996
EP1319307	EP1471658	EP1656809	EP1865732	EP2068492
EP1320832	EP1471676	EP1659808	EP1869840	EP2068578
EP1320984	EP1473849	EP1667352	EP1869841	EP2070269
EP1322129	EP1474886	EP1667384	EP1872541	EP2073480
EP1323278	EP1474898	EP1668822	EP1873925	EP2073551
EP1325565	EP1479254	EP1668952	EP1889503	EP2077677
EP1326460	EP1480484	EP1671501	EP1895800	EP2080345
EP1326469	EP1488581	EP1680906	EP1912342	EP2081310
EP1326470	EP1493295	EP1683324	EP1917827	EP2082521
EP1334614	EP1497943	EP1683380	EP1919099	EP2083604
EP1334634	EP1500249	EP1684455	EP1921759	EP2091203
EP1348002	EP1501207	EP1686563	EP1921760	EP2092785
EP1349328	EP1504619	EP1689089	EP1921761	EP2096884
EP1353457	EP1504623	EP1690361	EP1921762	EP2101522
EP1356461	EP1506660	EP1695584	EP1921763	EP2101523
EP1362448	EP1511215	EP1699141	EP1921764	EP2104308
EP1363469	EP1512242	EP1705858	EP1921765	EP2117243
EP1371245	EP1512270	EP1705859	EP1921766	EP2139272
EP1376539	EP1514375	EP1712036	EP1921767	EP2141689
EP1379031	EP1518437	EP1738536	EP1921768	EP2141690
EP1380124	EP1520438	EP1740009	EP1921769	EP2151950
EP1384342	EP1523834	EP1741264	EP1921855	EP2154679
EP1388222	EP1525762	EP1742500	EP1925142	EP2154680
EP1389372	EP1532797	EP1743438	EP1933584	EP2154681
EP1391081	EP1540864	EP1743501	EP1937017	EP2159938
EP1397881	EP1540973	EP1755304	EP1938551	EP2171981
EP1398892	EP1543666	EP1759555	EP1940121	EP2182328
EP1400077	EP1554905	EP1763279	EP1940122	EP2194660
EP1401218	EP1559218	EP1771978	EP1943806	EP2209280
EP1402655	EP1559293	EP1771993	EP1943855	EP2213136
EP1402711	EP1561316	EP1772030	EP1943856	EP2225866
EP1404031	EP1566024	EP1779548	EP1947899	EP2239733
EP1408626	EP1582030	EP1780901	EP1950996	EP2242049
EP1414255	EP1583311	EP1788828	EP1954009	EP2247085
EP1415435	EP1590982	EP1790107	EP1954073	EP2247086
EP1415496	EP1593207	EP1794921	EP1962523	EP2250835
EP1415497	EP1595415	EP1794950	EP1962524	EP2259629
EP1419607	EP1595420	EP1794973	EP1962525	EP2266351
EP1419623	EP1596367	EP1796406	EP1962526	EP2271016
EP1419639	EP1596368	EP1796408	EP1962527	EP2291032
EP1422860	EP1597894	EP1806021	EP1962528	EP2291033
EP1422881	EP1597935	EP1807956	EP1962529	EP2293526
EP1426925	EP1602215	EP1810452	EP1962530	EP2294717
EP1428343	EP1603302	EP1810523	EP1974523	EP2294718
EP1430652	EP1608199	EP1810543	EP1974576	EP2297980
EP1430685	EP1610474	EP1814278	EP1982494	EP2299648
EP1430697	EP1610578	EP1814338	EP1983658	EP2299649
EP1436933	EP1610579	EP1814339	EP1985052	EP2312891
EP1437011	EP1610580	EP1814352	EP1985086	EP2313989
EP1437015	EP1610581	EP1819184	EP1993316	EP2333994
EP1437859	EP1611759	EP1830475	EP1994714	EP2334066
EP1443789	EP1612960	EP1830476	EP1999907	EP2337403
EP1446969	EP1614270	EP1830477	EP2009806	EP2341723
EP1449402	EP1616447	EP1830478	EP2009866	EP2342538
EP1452002	EP1619908	EP1838044	EP2023503	EP2346286
EP1452060	EP1625672	EP1838053	EP2023504	EP2377337
EP1457084	EP1628497	EP1847051	EP2027738	EP2387844
EP1457085	EP1635498	EP1847077	EP2031775	EP2393330
EP1460774	EP1635593	EP1847148	EP2048910	EP2400734
EP1460798	EP1635594	EP1849250	EP2052517	EP2409432



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EP2409445	EP2958292	EP3444958	EP3793114	ES2066959
EP2410805	EP2958355	EP3445082	EP3806370	ES2067627
EP2415315	EP2975790	EP3451730	EP3806504	ES2089113
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## Exhibit E

Illustrative and non-exhaustive list of  
**LICENSED PATENTS**

**Alfred Consulting LLC**

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**JVCKENWOOD Corporation**

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**KDDI Corporation**

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**Mitsubishi Electric Corporation**

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<b><u>Telefónica S.A.</u></b>			
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<b><u>TIM S.p.A.</u></b>			
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<b><u>Unisoc (Shanghai) Technologies Co., Ltd.</u></b>			
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<b><u>Wilus Inc.</u></b>			
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<b><u>Wireless Innovations, LLC</u></b>			
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