

| | |
|-------------|---|
| Beneficiary | SISVEL INTERNATIONAL S.A. |
| Bank | ING Luxembourg, 26, place de la Gare, L-2965 Luxembourg |
| IBAN | LU58 0141 6417 1158 0000 |
| Swift Code | CELLULL |
| Currency | EUR |
| Reference | [Invoice number] [Licensee's name] |

6. Bank Guarantee

- 6.1 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 2.10 and 2.11, and renewal or replacement of the bank guarantee according to this Article 6, 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 B** hereto if so requested by Licensor on a case by case basis on its reasonable determination.
- 6.2 For such bank guarantee in Section 6.1 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 2.10, 2.11 and other relevant sections hereinabove, or renewal or replacement of the bank guarantee according to this Article 6; (b) the right to keep any amounts from the bank guarantee sufficient to compensate for any damages caused by Licensee's failure to fulfill its obligations, including costs and attorneys' fees as they are incurred; (c) the right to keep up to the full amount of such bank guarantee until such time as the extent of such damage can be determined with certainty; and (d) the right to keep the full amount of the bank guarantee as liquidated damages if the extent of the damage described in (c) above cannot be determined with certainty within 1 (one) year from the date on which Licensor calls the bank guarantee. It is understood that Licensor shall have the rights (a)-(d) specified in this Section 6.2 should Licensee or any Licensee Affiliates fail to discharge any obligation of this Agreement.
- 6.3 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 6 expire prior to expiration of this Agreement, Licensee covenants that it will obtain and provide Licensor with a renewed or replaced bank guarantee for the same period and in the same amount as the original bank guarantee at least 3 (three) months before the expiration of the existing bank guarantee. Should Licensee fail to obtain or

provide a renewed or replaced bank guarantee at least 3 (three) months before the expiration of the existing bank guarantee, Licensor may, at its discretion, expressly terminate this Agreement in accordance with the provisions of Article 4 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 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 Products.

7. Miscellaneous

7.1 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:

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|--|--|
| for Licensor: Sisvel International S.A. MCP Program Manager 6, Avenue Marie Thérèse L-2132 Luxembourg Grand Duchy of Luxembourg E-mail: MC@sisvel.com Fax: +352 28 22 50 40 | for Licensee: <Company name> <Company representative> <Company address> <Company address> <Company country> E-mail: <a href="mailto:<Representative's email address>"><Representative's email address> Fax: <Company fax number> |
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7.2 Each Party shall notify the other Party in writing of any change in the communication information contained in Section 7.1 within 15 (fifteen) calendar days of such change.

7.3 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.

7.4 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.

7.5 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.

- 7.6 This Agreement or any right or obligation thereof may not be assigned by Licensee without Licensor's prior written consent.
- 7.7 This Agreement, including the Specific License Agreements, 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.
- 7.8 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 be signed on the Effective Date.

Sisvel International S.A.

[Licensee]

Name: Mr. Mattia Fogliacco

Title: CEO

Date: _____

Name: [...]

Title: [...]

Date: _____

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Attachment A

Licensee Affiliates

[...]



SISVEL



Attachment B

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. _____ 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 ISSUE DATE]
until [INSERT DATE FIVE YEARS AFTER ISSUE 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 **EUR** _____ (_____ 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.



SISVEL MOBILE COMMUNICATION MASTER AGREEMENT
BETWEEN SISVEL AND [LICENSEE] - [EFFECTIVE DATE]

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 ISSUE 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.**



SISVEL



SISVEL MOBILE COMMUNICATION PROGRAM SPECIFIC LICENSE AGREEMENT – 3G

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

WHEREAS, 3G Licensing S.A., Koninklijke KPN N.V., Mitsubishi Electric Corporation, Nederlandse Organisatie voor Toegepast Natuurwetenschappelijk Onderzoek – TNO, Sisvel International S.A. and Sisvel S.p.A. are the owners of certain patents, which have been determined to be technically or commercially essential for the 3G Standard;

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Governing Terms

- 1.1 This 3G Agreement is subject to the terms of the “SISVEL MOBILE COMMUNICATION PROGRAM MASTER AGREEMENT” agreed between Licensor and Licensee, with an effective date of [Effective Date] (“Master Agreement”).
- 1.2 All defined terms of the Master Agreement shall have the same defined meaning under this 3G Agreement unless otherwise defined herein. When referring to “Sections” or “Articles” without specification, this means a “Section” or “Article” of this 3G Agreement.
- 1.3 In the event of conflict between the Master Agreement and this 3G Agreement, the terms of this 3G Agreement shall take precedence.

2. Release, Covenant and License

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



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- 2.2 Subject to Licensee's full compliance with the payment obligations in Article 3 and the further obligations set forth in this 3G Agreement, Licensor hereby releases, acquits, and forever discharges Licensee and Licensee Affiliates listed in **Attachment A** of the Master Agreement from any and all claims of infringement of the 3G Patents arising out of the 3G Products Made and/or Sold before the Effective Date as per such reported royalty statement(s) attached to this 3G Agreement, if any. Licensor covenants not to sue Licensee, its successors and Licensee Affiliates as well as any downstream customers or end-users, from liability for infringement of any of the 3G Patents for Past Use. The release and covenant not to sue in accordance with this Section 2.2 are neither in force nor effect if this 3G Agreement is terminated by Licensor, where Licensor will have the right to sue and otherwise seek and obtain compensation from Licensee for any Past Use, without limitation as to the time for bringing any such suit. Licensor relied on Licensee's ongoing performance of its obligations under this 3G Agreement in providing the release and covenant of this Section 2.2.
- 2.3 Subject to Licensee's full compliance with the payment obligations in Article 3 and the further obligations set forth in this 3G Agreement, Licensor hereby grants to Licensee a royalty bearing license to use, Make and/or Sell 3G Products under the 3G Patents.
- 2.4 The Term of this 3G Agreement is defined by the Term of the Master Agreement. Reference is made to Article 4 of the Master Agreement for Term and Termination, which also applies accordingly to this 3G Agreement.
- 2.5 Licensee understands that it is free to negotiate releases, covenants and licenses, also for separate portions of the 3G Patents Held by one or more of the 3G Patent Owners on a bilateral basis, subject to different terms and conditions. However, Licensee wishes to obtain the release, covenant and license for the 3G Patents in a joint approach from all 3G Patent Owners at once, as subject to this 3G Agreement.

3. Payment of Compensation

- 3.1 In consideration of the rights granted to Licensee by Licensor under this 3G Agreement, Licensee shall make the following non-refundable and non-recoupable payments to Licensor (deemed subject to the definition of "Compensation"), each upon 30 (thirty) days of Licensee's receipt of the respective invoice from Licensor:
- 3.1.1 The amount of EUR [...] ([...] Euros) for Past Use covenant under the 3G Patents granted under Section 2.2; and
- 3.1.2 The royalties amount payable pursuant to Section 3.1.3 below for all calendar quarter(s) become due after the Effective Date of Master Agreement; and



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- 3.1.3 A quarterly payment of running royalties for each 3G Product Made and/or Sold in the preceding quarter, the due amount for each quarter to be determined on the basis of 3G Products Made and/or Sold licensed under the 3G Patents under Section 2.3 as reported per Article 2 of the Master Agreement, under either a Standard Rate of **EUR 0.45** (forty-five Euro cents) per Product ("3G Standard Rate"), or a Compliant Rate of **EUR 0.35** (thirty-five Euro cents) per Product ("3G Compliant Rate").
- 3.2 All costs, stamp duties, taxes and other similar levies arising from or in connection with the conclusion of this 3G Agreement shall be borne by Licensee. In the event that the government of a country imposes any taxes on payments made by Licensee to Licensor hereunder and requires Licensee to withhold such tax from such payments, Licensee may deduct such tax from such payments. In such an event, Licensee shall promptly provide Licensor with tax receipts issued by the relevant tax authorities so as to enable Licensor to support a claim for credit against taxes which may be payable by Licensor and to enable Licensor to document, if necessary, its compliance with tax obligations in any applicable jurisdiction. The Parties commit to assist and support each other upon reasonable request of the other Party in any call for declarations, documents or details pertaining to this 3G Agreement, in order to satisfy tax authorities and to avoid the payment of any undue taxes, including but not limited to withholding tax.

IN WITNESS WHEREOF, the Parties have caused this 3G Agreement to be signed on the Effective Date.

Sisvel International S.A.

[Licensee]

Name: Mr. Mattia Fogliacco
Title: CEO

Name: [...]
Title: [...]

Date: _____

Date: _____

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SISVEL



Attachment 3G-A

3G Patents listed per 3G Patent Owner

Koninklijke KPN N.V.

(The 3G Standard essential patents Held by KPN are offered only with an additional field of use limitation that excludes machine type communication (MTC), cars and smart meters.)

| | | |
|---------------------|-----------------|-----------------|
| AU 709087 | EP 1814352 (NL) | EP 2486750 (NL) |
| CA 2050979 | EP 2225866 (EP) | EP 2486750 (PL) |
| CN ZL200880121914.6 | EP 2250835 (AT) | EP 2486750 (SE) |
| CN ZL200980106811.7 | EP 2250835 (BE) | EP 2517495 (DE) |
| CN ZL201080013541.8 | EP 2250835 (CH) | EP 2517495 (ES) |
| CN ZL201080058898.8 | EP 2250835 (DE) | EP 2517495 (FI) |
| CN ZL201310055246.4 | EP 2250835 (DK) | EP 2517495 (FR) |
| CN ZL201310055254.9 | EP 2250835 (ES) | EP 2517495 (GB) |
| CN ZL201310055256.8 | EP 2250835 (FI) | EP 2517495 (NL) |
| EP 0475520 (AT) | EP 2250835 (FR) | EP 2517495 (PL) |
| EP 0475520 (BE) | EP 2250835 (GB) | EP 2517495 (SE) |
| EP 0475520 (CH) | EP 2250835 (IE) | HK 1149861 |
| EP 0475520 (DE) | EP 2250835 (IS) | IN 273372 |
| EP 0475520 (DK) | EP 2250835 (IT) | IN 273904 |
| EP 0475520 (ES) | EP 2250835 (NL) | JP 2640595 |
| EP 0475520 (FI) | EP 2250835 (PL) | JP 4987126 |
| EP 0475520 (FR) | EP 2250835 (SE) | JP 5308459 |
| EP 0475520 (GB) | EP 2271016 (BE) | JP 5436577 |
| EP 0475520 (NL) | EP 2271016 (CH) | JP 5536230 |
| EP 0475520 (NO) | EP 2271016 (DE) | JP 5600176 |
| EP 0475520 (PT) | EP 2271016 (FI) | JP 5684323 |
| EP 0475520 (SE) | EP 2271016 (FR) | JP 5841566 |
| EP 0716796 (CH) | EP 2271016 (GB) | JP 5926433 |
| EP 0716796 (DE) | EP 2271016 (IT) | KR 10-1231986 |
| EP 0716796 (FR) | EP 2271016 (LI) | KR 10-1287322 |
| EP 0716796 (GB) | EP 2271016 (LU) | US 5528629 |
| EP 0716796 (NL) | EP 2271016 (MC) | US 5930250 |
| EP 0716796 (SE) | EP 2271016 (NL) | US 5960365 |
| EP 0751643 (DE) | EP 2271016 (PT) | US 5978959 |
| EP 0751643 (FR) | EP 2337403 (DE) | US 6212662 |
| EP 0751643 (GB) | EP 2337403 (FI) | US 8549151 |
| EP 0751643 (NL) | EP 2337403 (FR) | US 8626175 |
| EP 0785692 (ES) | EP 2337403 (GB) | US 8660560 |
| EP 0785692 (FR) | EP 2337403 (NL) | US 9014667 |
| EP 0785692 (GB) | EP 2337403 (SE) | US 9247426 |
| EP 0785692 (NL) | EP 2486750 (DE) | US 9253637 |
| EP 0785692 (SE) | EP 2486750 (ES) | US 9654330 |
| EP 1814352 (DE) | EP 2486750 (FI) | US 9667669 |
| EP 1814352 (FR) | EP 2486750 (FR) | US 9781743 |
| EP 1814352 (GB) | EP 2486750 (GB) | |

Mitsubishi Electric Corporation

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|---------------------|-----------------|-----------------|
| BR 122016005828-0 | EP 1187358 (FI) | EP 1610581 (FR) |
| BR PI0208395-7 | EP 1187358 (FR) | EP 1610581 (GB) |
| CA 2329204 | EP 1187358 (GB) | EP 1612960 (DE) |
| CA 2459322 | EP 1187358 (IT) | EP 1612960 (ES) |
| CA 2459325 | EP 1187358 (PT) | EP 1612960 (FR) |
| CA 2478976 | EP 1187358 (SE) | EP 1612960 (GB) |
| CN ZL00118065.7 | EP 1376539 (DE) | EP 1612960 (IT) |
| CN ZL01133943.8 | EP 1376539 (FR) | EP 1684455 (DE) |
| CN ZL01810114.3 | EP 1376539 (GB) | EP 1684455 (FR) |
| CN ZL02816662.0 | EP 1385290 (DE) | EP 1684455 (GB) |
| CN ZL200310119655.2 | EP 1385290 (FR) | EP 1689089 (DE) |
| CN ZL200310119660.3 | EP 1385290 (GB) | EP 1689089 (FR) |
| CN ZL200410003581.0 | EP 1404031 (DE) | EP 1689089 (GB) |
| CN ZL200410097891.3 | EP 1404031 (FR) | EP 1699141 (DE) |
| CN ZL200410097893.2 | EP 1404031 (GB) | EP 1699141 (FR) |
| CN ZL200410097896.6 | EP 1460774 (DE) | EP 1699141 (GB) |
| CN ZL200410097897.0 | EP 1460774 (ES) | EP 1708402 (DE) |
| CN ZL200610093441.6 | EP 1460774 (FR) | EP 1708402 (FR) |
| CN ZL200610099716.7 | EP 1460774 (GB) | EP 1708402 (GB) |
| CN ZL200610099718.6 | EP 1460774 (IT) | EP 1710943 (DE) |
| CN ZL200610101672.7 | EP 1471656 (DE) | EP 1710943 (FR) |
| CN ZL200710004466.9 | EP 1471656 (FR) | EP 1710943 (GB) |
| CN ZL200710004467.3 | EP 1471656 (GB) | EP 1740009 (DE) |
| CN ZL200810005842.0 | EP 1471657 (DE) | EP 1740009 (FR) |
| CN ZL200810005850.5 | EP 1471657 (FR) | EP 1740009 (GB) |
| CN ZL200910145984.1 | EP 1471657 (GB) | EP 1814338 (DE) |
| CN ZL200910145985.6 | EP 1471658 (DE) | EP 1814338 (FR) |
| CN ZL200910145986.0 | EP 1471658 (FR) | EP 1814338 (GB) |
| CN ZL99806583.8 | EP 1471658 (GB) | EP 1814339 (DE) |
| CN ZL99807861.1 | EP 1471676 (DE) | EP 1814339 (FR) |
| EP 0996301 (DE) | EP 1471676 (FR) | EP 1814339 (GB) |
| EP 0996301 (ES) | EP 1471676 (GB) | EP 1830475 (DE) |
| EP 0996301 (FR) | EP 1480484 (DE) | EP 1830475 (FR) |
| EP 0996301 (GB) | EP 1480484 (FR) | EP 1830475 (GB) |
| EP 0996301 (IT) | EP 1480484 (GB) | EP 1830476 (DE) |
| EP 1047219 (DE) | EP 1494384 (DE) | EP 1830476 (FR) |
| EP 1047219 (FR) | EP 1494384 (FR) | EP 1830476 (GB) |
| EP 1047219 (GB) | EP 1494384 (GB) | EP 1830477 (DE) |
| EP 1156616 (DE) | EP 1610578 (DE) | EP 1830477 (FR) |
| EP 1156616 (FR) | EP 1610578 (FR) | EP 1830477 (GB) |
| EP 1156616 (GB) | EP 1610578 (GB) | EP 1830478 (DE) |
| EP 1184992 (DE) | EP 1610579 (DE) | EP 1830478 (FR) |
| EP 1184992 (ES) | EP 1610579 (FR) | EP 1830478 (GB) |
| EP 1184992 (FR) | EP 1610579 (GB) | EP 1912342 (DE) |
| EP 1184992 (GB) | EP 1610580 (DE) | EP 1912342 (FR) |
| EP 1184992 (IT) | EP 1610580 (FR) | EP 1912342 (GB) |
| EP 1187358 (DE) | EP 1610580 (GB) | EP 1921759 (DE) |
| EP 1187358 (ES) | EP 1610581 (DE) | EP 1921759 (FR) |



SISVEL



SISVEL MOBILE COMMUNICATION SPECIFIC LICENSE AGREEMENT – 3G
BETWEEN SISVEL AND [LICENSEE] - [EFFECTIVE DATE]

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|-----------------|-----------------|---------------|
| EP 1921759 (GB) | EP 2858288 (GB) | JP 4307960 |
| EP 1921760 (DE) | EP 3096484 (EP) | JP 4331232 |
| EP 1921760 (FR) | HK 1070203 | JP 4331246 |
| EP 1921760 (GB) | HK 1075985 | JP 4338752 |
| EP 1921761 (DE) | HK 1076209 | JP 4338753 |
| EP 1921761 (FR) | HK 1076210 | JP 4338754 |
| EP 1921761 (GB) | HK 1076211 | JP 4338755 |
| EP 1921762 (DE) | HK 1096504 | JP 4413177 |
| EP 1921762 (FR) | HK 1096509 | JP 4437793 |
| EP 1921762 (GB) | HK 1099970 | JP 4437813 |
| EP 1921763 (DE) | HK 1103486 | JP 4437814 |
| EP 1921763 (FR) | HK1103485 | JP 4437830 |
| EP 1921763 (GB) | IN 219693 | JP 4437831 |
| EP 1921764 (DE) | IN 226109 | JP 4592811 |
| EP 1921764 (FR) | IN 228547 | JP 5484527 |
| EP 1921764 (GB) | IN 241555 | JP 5732151 |
| EP 1921765 (DE) | JP 3293819 | JP 5841682 |
| EP 1921765 (FR) | JP 3320710 | KR 10-0362627 |
| EP 1921765 (GB) | JP 3320711 | KR 10-0422606 |
| EP 1921766 (DE) | JP 3490097 | KR 10-0429087 |
| EP 1921766 (FR) | JP 3499500 | KR 10-0444643 |
| EP 1921766 (GB) | JP 3524087 | KR 10-0445019 |
| EP 1921767 (DE) | JP 3574123 | KR 10-0561114 |
| EP 1921767 (FR) | JP 3617480 | KR 10-0561115 |
| EP 1921767 (GB) | JP 3768506 | KR 10-0561116 |
| EP 1921768 (DE) | JP 3768522 | KR 10-0803239 |
| EP 1921768 (FR) | JP 3774470 | KR 10-0803240 |
| EP 1921768 (GB) | JP 3782821 | KR 10-0850297 |
| EP 1921769 (DE) | JP 3828120 | KR 10-0905355 |
| EP 1921769 (FR) | JP 3847654 | MX 246511 |
| EP 1921769 (GB) | JP 4098271 | MX 265285 |
| EP 1956740 (DE) | JP 4173525 | MX 278728 |
| EP 1956740 (FR) | JP 4236941 | MX 296792 |
| EP 1956740 (GB) | JP 4249244 | US 08412520 |
| EP 1962523 (DE) | JP 4266033 | US 6469995 |
| EP 1962523 (FR) | JP 4266034 | US 6501748 |
| EP 1962523 (GB) | JP 4266037 | US 6545983 |
| EP 1962524 (DE) | JP 4266038 | US 6671267 |
| EP 1962524 (FR) | JP 4271714 | US 6680927 |
| EP 1962524 (GB) | JP 4271715 | US 6885648 |
| EP 1962529 (DE) | JP 4271716 | US 6898196 |
| EP 1962529 (FR) | JP 4271717 | US 7027422 |
| EP 1962529 (GB) | JP 4275667 | US 7102993 |
| EP 1962530 (DE) | JP 4287440 | US 7133388 |
| EP 1962530 (FR) | JP 4287486 | US 7145863 |
| EP 1962530 (GB) | JP 4290213 | US 7206302 |
| EP 2066060 (DB) | JP 4290214 | US 7218646 |
| EP 2066060 (DE) | JP 4290755 | US 7289423 |
| EP 2066060 (FR) | JP 4290756 | US 7307943 |
| EP 2858288 (DE) | JP 4294072 | US 7349841 |
| EP 2858288 (FR) | JP 4294073 | US 7379476 |



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| US 7525945 | US 7990940 | US 8160042 |
| US 7593370 | US 7995540 | US 8233430 |
| US 7660714 | US 7995541 | US 8787179 |
| US 7756098 | US 7995550 | US 8787322 |
| US 7788093 | US 7995551 | US 8897119 |
| US 7876730 | US 8009654 | US 9401777 |
| US 7899430 | US 8014375 | US 9584257 |
| US 7912015 | US 8064326 | |
| US 7953124 | US 8094626 | |

Nederlandse Organisatie voor Toegepast Natuurwetenschappelijk Onderzoek – TNO
(The 3G Standard essential patents Held by TNO are offered only with an additional field of use limitation that excludes machine type communication (MTC), cars and smart meters.)

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|-------------------|-----------------|-----------------|
| DE 602007012916.8 | EP 2073551 (GB) | EP 2073551 (SE) |
| EP 2073551 (FI) | EP 2073551 (IT) | ES 2363119 |
| EP 2073551 (FR) | EP 2073551 (NL) | |

Sisvel International S.A.

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|----------------|---------------------|-------------------|
| AU 2002301788 | CA 2680720 | DE 602005052009.0 |
| AU 2004315850 | CN ZL00118184.X | DE 602006047103.3 |
| AU 2005283836 | CN ZL00809948.0 | DE 60223410.7 |
| AU 2006226075 | CN ZL00813963.6 | DE 60247337.3 |
| AU 715225 | CN ZL01803214.1 | DE 60312326.0 |
| AU 766819 | CN ZL01803595.7 | DE 60322235.8 |
| AU 772736 | CN ZL01805488.9 | DE 69635453.5 |
| BR PI0002069-9 | CN ZL02827384.2 | DE 69838854.2 |
| BR PI0012141-0 | CN ZL200480040893.7 | DE 69916870.8 |
| BR PI0014097.0 | CN ZL200510072602.9 | DE 69924130.8 |
| BR PI0107398.2 | CN ZL200510106324.4 | DE 69929535.1 |
| BR PI0107654.0 | CN ZL200580026115.7 | DE 69943947.7 |
| BR PI0108480.1 | CN ZL200610005844.0 | DK 1249151 |
| BR PI0204648.2 | CN ZL200680007903.6 | EP 0852885 (AT) |
| BR PI0418494.7 | CN ZL200680038765.8 | EP 0852885 (BE) |
| BR PI0512333.0 | CN ZL200710307608.9 | EP 0852885 (FR) |
| BR PI0608485.0 | CN ZL200910128053.0 | EP 0852885 (GB) |
| BR PI9915081-6 | CN ZL200910151455.2 | EP 0852885 (GR) |
| CA 2232792 | CN ZL201010001407.8 | EP 0852885 (IE) |
| CA 2318480 | CN ZL96197188.6 | EP 0852885 (IT) |
| CA 2344594 | CN ZL99811826.5 | EP 0852885 (NL) |
| CA 2386818 | CN ZL99811866.4 | EP 1051870 (FR) |
| CA 2395586 | CN ZL99813850.9 | EP 1051870 (GB) |
| CA 2395756 | DE 60002884.4 | EP 1051870 (IT) |
| CA 2401037 | DE 60007485.4 | EP 1051870 (NL) |
| CA 2411841 | DE 60039706.8 | EP 1059822 (BE) |
| CA 2478008 | DE 60130436.5 | EP 1059822 (CH) |
| CA 2554079 | DE 60131066.7 | EP 1059822 (FI) |
| CA 2571423 | DE 60146703.5 | EP 1059822 (FR) |
| CA 2599194 | DE 602005014122.7 | EP 1059822 (GB) |



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BETWEEN SISVEL AND [LICENSEE] - [EFFECTIVE DATE]

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| EP 1059822 (IT) | EP 1249151 (LU) | EP 1872541 (PL) |
| EP 1059822 (NL) | EP 1249151 (NL) | EP 1872541 (PT) |
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| EP 1198917 (CH) | EP 1759555 (DE) | ES 2250997 |
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| EP 1198917 (SE) | EP 1759555 (MC) | ES 2560088 |
| EP 1219045 (FR) | EP 1759555 (NL) | ES 5755179 |
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| EP 1219045 (IT) | EP 1794950 (GB) | FI 106172 |
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| EP 1247417 (GB) | EP 1872541 (BE) | FI 109071 |
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SISVEL MOBILE COMMUNICATION SPECIFIC LICENSE AGREEMENT – 3G
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| JP 3411553 | MX 242118 | US 7133690 |
| JP 3445245 | MX 256099 | US 7274933 |
| JP 3519688 | MX 263306 | US 7359403 |
| JP 3533385 | MX 265415 | US 7433698 |
| JP 3797969 | MX 276728 | US 7460868 |
| JP 3961742 | NO 325994 | US 7596375 |
| JP 3961774 | NZ 318789 | US 7599384 |
| JP 4002731 | PK 140975 | US 7603606 |
| JP 4054764 | PK 140978 | US 7751803 |
| JP 4226786 | RU 2233047 | US 7849376 |
| JP 4468960 | RU 2283542 | US 7873075 |
| JP 4514795 | RU 2298876 | US 7894443 |
| JP 4586056 | RU 2337490 | US 7957736 |
| JP 4594421 | RU 2396719 | US 8155060 |
| JP 4827839 | RU 2407238 | US 8249012 |
| JP 4875084 | RU 2408170 | US 8275374 |
| KE 543 | SG 124030 | US 8364196 |
| KR 10-0474566 | SG 135524 | US 8472955 |
| KR 10-0501836 | SG 153841 | US 8571548 |
| KR 10-0504026 | SG 89929 | US 8787158 |
| KR 10-0511856 | SG 89969 | US 8948756 |
| KR 10-0539720 | TH 0501002851 | US 9019829 |
| KR 10-0554710 | TW I301381 | US 9118476 |
| KR 10-0661452 | TW I352551 | US 9813531 |
| KR 10-0704036 | US 6137836 | US RE40825 |
| KR 10-0787532 | US 6591116 | US RE42692 |
| KR 10-0915853 | US 6646998 | ZA 2002/5088 |
| KR 10-0929314 | US 6678527 | ZA 2002/5455 |
| KR 10-0950843 | US 6826406 | ZA 2004/5171 |
| KR 10-1013227 | US 7020108 | ZA 2006/6042 |
| KR 10-1077598 | US 7085294 | ZA 2007/0472 |
| MX 224358 | US 7116651 | ZA 2007/9066 |

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| AU 2003225363 | EP 1353481 (IT) | KZ 18879 |
| CN ZL03807846.5 | EP 1353481 (NL) | MX 259119 |
| CN ZL200910133016.9 | EP 1353481 (SE) | RU 2289204 |
| CN ZL200910133022.4 | EP 2073588 (GB) | UA 77270 |
| DE 60328642.9 | EP 2073588 (IT) | US 7400893 |
| DE 60344633.7 | HK 1061487 | US 8260287 |
| EP 1353481 (ES) | ID P0024174 | US 8744433 |
| EP 1353481 (FI) | IN 236170 | US 9072006 |
| EP 1353481 (FR) | JP 4077412 | ZA 2004/07340 |
| EP 1353481 (GB) | KR 10-0896484 | |

3G Licensing S.A.

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| AU 729163 | BR PI0411577-5 | CA 2436318 |
| BR PI0116844-4 | CA 2280150 | CN ZL01818343.3 |



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| CN ZL01822358.3 | EP 1561316 (FR) | EP 1771978 (ES) |
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| EP 1561316 (ES) | EP 1771978 (DE) | EP 1974576 (FR) |



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 BETWEEN SISVEL AND [LICENSEE] - [EFFECTIVE DATE]

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| EP 1974576 (GB) | EP 2958292 (IE) | KR 10-0421226 |
| EP 1974576 (IT) | EP 2958292 (LI) | KR 10-0549133 |
| EP 1999907 (DE) | EP 2958292 (LT) | KR 10-1007005 |
| EP 1999907 (ES) | EP 2958292 (LU) | MX 243041 |
| EP 1999907 (FR) | EP 2958292 (MC) | US 10200511 |
| EP 1999907 (GB) | EP 2958292 (NL) | US 5787390 |
| EP 1999907 (IT) | EP 2958292 (PT) | US 6856818 |
| EP 1999907 (NL) | EP 2958292 (TR) | US 7102663 |
| EP 2080345 (BE) | FR 2742568 | US 7171215 |
| EP 2080345 (DE) | FR 2832895 | US 7313518 |
| EP 2080345 (ES) | GB 2322045 | US 7554949 |
| EP 2080345 (FR) | HK 1005009 | US 7640017 |
| EP 2080345 (GB) | HK 1057639 | US 7839825 |
| EP 2080345 (IT) | HK 1219367 | US 7860037 |
| EP 2080345 (PL) | IN 2008CN05149 | US 7860069 |
| EP 2171981 (EP) | IN 227148 | US 7860073 |
| EP 2266351 (DE) | IN 228935 | US 7907618 |
| EP 2266351 (ES) | IN 250080 | US 7995091 |
| EP 2266351 (FR) | IN 255363 | US 8023946 |
| EP 2266351 (GB) | IN 271359 | US 8064384 |
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| EP 2597926 (AT) | IN 296284 | US 8179888 |
| EP 2597926 (BE) | JP 3678519 | US 8184646 |
| EP 2597926 (CH) | JP 4032428 | US 8194608 |
| EP 2597926 (DE) | JP 4210521 | US 8364180 |
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| EP 2958292 (DE) | JP 5491650 | US 9413681 |
| EP 2958292 (ES) | JP 5501762 | US 9615345 |
| EP 2958292 (FR) | JP 5740672 | US 9813940 |
| EP 2958292 (GB) | JP 5809648 | |
| EP 2958292 (HU) | JP 6063998 | |



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SISVEL MOBILE COMMUNICATION PROGRAM SPECIFIC LICENSE AGREEMENT – LTE

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Governing Terms

- 1.1 This LTE Agreement is subject to the terms of the “SISVEL MOBILE COMMUNICATION PROGRAM MASTER AGREEMENT” agreed between the Licensor and Licensee, with an effective date of [Effective Date] (“Master Agreement”).
- 1.2 All defined terms of the Master Agreement shall have the same defined meaning under this LTE Agreement unless otherwise defined herein. When referring to “Sections” or “Articles” without specification, this means a “Section” or “Article” of this LTE Agreement.
- 1.3 In the event of conflict between the Master Agreement and this LTE Agreement, the terms of this LTE Agreement shall take precedence.

2. Release, Covenant and License

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



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Territory for the Term.

- 2.2 Subject to Licensee's full compliance with the payment obligations in Article 3 and the further obligations set forth in this LTE Agreement, Licensor hereby releases, acquits, and forever discharges Licensee and Licensee Affiliates listed in **Attachment A** of the Master Agreement from any and all claims of infringement of the LTE Patents arising out of the LTE Products Made and/or Sold before the Effective Date as per such reported royalty statement(s) attached to this LTE Agreement, if any. Licensor covenants not to sue Licensee, its successors and Licensee Affiliates as well as any downstream customers or end-users, from liability for infringement of any of the LTE Patents for Past Use. The release and covenant not to sue in accordance with this Section 2.2 are neither in force nor effect if this LTE Agreement is terminated by Licensor, where Licensor will have the right to sue and otherwise seek and obtain compensation from Licensee for any Past Use, without limitation as to the time for bringing any such suit. Licensor relied on Licensee's ongoing performance of its obligations under this LTE Agreement in providing the release and covenant of this Section 2.2.
- 2.3 Subject to Licensee's full compliance with the payment obligations in Article 3 and the further obligations set forth in this LTE Agreement, Licensor hereby grants to Licensee a royalty bearing license to use, Make and/or Sell LTE Products under the LTE Patents.
- 2.4 The Term of this LTE Agreement is defined by the Term of the Master Agreement. Reference is made to Article 4 of the Master Agreement for Term and Termination, which also applies accordingly to this LTE Agreement.
- 2.5 Licensee understands that it is free to negotiate releases, covenants and licenses, also for separate portions of the LTE Patents Held by one or more of the LTE Patent Owners on a bilateral basis, subject to different terms and conditions. However, Licensee wishes to obtain the release, covenant and license for the LTE Patents in a joint approach from all LTE Patent Owners at once, as subject to this LTE Agreement.

3. Payment of Compensation

- 3.1 In consideration of the rights granted to Licensee by Licensor under this LTE Agreement, Licensee shall make the following non-refundable and non-recoupable payments to Licensor (deemed subject to the definition of "Compensation"), each upon 30 (thirty) days of Licensee's receipt of the respective invoice from Licensor:
- 3.1.1 The amount of EUR [...] (..... Euros) for Past Use covenant under the LTE Patents granted under Section 2.2; and
- 3.1.2 The royalties amount payable pursuant to Section 3.1.3 below for all calendar quarter(s) become due after the Effective Date of Master



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Agreement; and

- 3.1.3 A quarterly payment of running royalties for each LTE Product Made and/or Sold in the preceding quarter, the due amount for each quarter to be determined on the basis of LTE Products Made and/or Sold licensed under the LTE Patents under Section 2.3 as reported per Article 2 of the Master Agreement, under either a Standard Rate of **EUR 0.66** (sixty six Euro cents) per Product (“LTE Standard Rate”), or a Compliant Rate of **EUR 0.53** (fifty three Euro cents) per Product (“LTE Compliant Rate”).
- 3.2 All costs, stamp duties, taxes and other similar levies arising from or in connection with the conclusion of this LTE Agreement shall be borne by Licensee. In the event that the government of a country imposes any taxes on payments made by Licensee to Licensor hereunder and requires Licensee to withhold such tax from such payments, Licensee may deduct such tax from such payments. In such an event, Licensee shall promptly provide Licensor with tax receipts issued by the relevant tax authorities so as to enable Licensor to support a claim for credit against taxes which may be payable by Licensor and to enable Licensor to document, if necessary, its compliance with tax obligations in any applicable jurisdiction. The Parties commit to assist and support each other upon reasonable request of the other Party in any call for declarations, documents or details pertaining to this LTE Agreement, in order to satisfy tax authorities and to avoid the payment of any undue taxes, including but not limited to withholding tax.

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

Sisvel International S.A.

[Licensee]

Name: Mr. Mattia Fogliacco

Title: CEO

Date: _____

Name: [...]

Title: [...]

Date: _____

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Attachment LTE-A

Patents listed per LTE Patent Owner

3G Licensing S.A.

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|---------------------|-----------------|-----------------|
| AU 729163 | EP 1356461 (FR) | EP 1771978 (IT) |
| BR PI0116844 | EP 1356461 (GB) | EP 1771978 (LI) |
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| CA 2436318 | EP 1356461 (TR) | EP 1772030 (FR) |
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| CN ZL200480010345.X | EP 1602215 (FR) | EP 1838044 (IT) |
| CN ZL200480016891.4 | EP 1602215 (GB) | EP 1861982 (BE) |
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SISVEL MOBILE COMMUNICATION SPECIFIC LICENSE AGREEMENT – LTE
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| EP 1999907 (GB) | ES 2381853 | US 6856818 |
| EP 1999907 (IT) | ES 2532612 | US 7102663 |
| EP 1999907 (NL) | ES 2564177 | US 7313518 |
| EP 2597926 (AT) | ES 2579290 | US 7640017 |
| EP 2597926 (BE) | ES 2958292 | US 7839825 |
| EP 2597926 (CH) | HK 1057639 | US 7860037 |
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| EP 2597926 (IE) | IN 227148 | US 7933564 |
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| EP 2597926 (NL) | IN 250080 | US 7995523 |
| EP 2597926 (PL) | IN 255363 | US 8023946 |
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| EP 2597926 (TR) | JP 4357596 | US 8179888 |
| EP 2958292 (DE) | JP 4426451 | US 8184646 |
| EP 2958292 (FR) | JP 4511529 | US 8194608 |
| EP 2958292 (GB) | JP 4579905 | US 8364180 |
| EP 2958292 (IT) | JP 4660539 | US 8406198 |
| EP 2958292 (NL) | JP 4702853 | US 8526983 |
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| ES 1667384 | JP 4845738 | US 8570936 |
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| ES 2253808 | JP 5248586 | US 8971246 |
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| ES 2299050 | JP 5491650 | US 9166824 |
| ES 2310358 | JP 5809648 | US 9237058 |
| ES 2311849 | JP 6063998 | US 9319976 |
| ES 2333801 | KR 10-0549133 | US 9413681 |
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| ES 2347652 | KR 10-1092537 | |
| ES 2347760 | MX 243041 | |

Airbus DS SLC

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| CA 2439566 | EP 1364547 (FR) | US 7224683 |
| DE 60209106.3 | EP 1364547 (GB) | US 7254393 |
| EP 1198906 (FR) | EP 1364547 (IT) | US 7471728 |
| EP 1364547 | FR 2829642 | |

Koninklijke KPN N.V.

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| CN ZL200880121914.6 | CN ZL201180022801.2 | DE 602010016869.7 |
| CN ZL200980106811.7 | CN ZL201310055246.4 | DE 602010020567.3 |
| CN ZL200980152983.8 | CN ZL201310055256.8 | DE 602011005344.2 |
| CN ZL201010535276.1 | DE 602009003834.6 | DE 69629564.4 |
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| CN ZL201080058898.8 | DE 602010002693.0 | EP 0785692 (FR) |



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| EP 0785692 (GB) | EP 2486750 (FI) | JP 5237340 |
| EP 0785692 (NL) | EP 2486750 (FR) | JP 5308459 |
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| EP 2299649 (SE) | ES 2491641 | US 9667669 |
| EP 2337403 (FR) | ES 2529388 | US 9699820 |
| EP 2337403 (GB) | HK 1149861 | US 9781743 |
| EP 2337403 (NL) | IN 273372 | US 9820134 |
| EP 2337403 (SE) | IN 273904 | US 9913072 |
| EP 2486750 (CH) | JP 4987126 | US 8660560 |

Nederlandse Organisatie voor Toegepast Natuurwetenschappelijk Onderzoek – TNO

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| DE 602007012916.8 | EP 2073551 (GB) | EP 2073551 (SE) |
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Mitsubishi Electric Corporation

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| AU 2008212453 | AU 2014201266 | CN ZL200480021840.0 |
| AU 2009312285 | AU 2014204428 | CN ZL200480042891.1 |
| AU 2011201566 | AU 2015252029 | CN ZL200510063850.7 |
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| JP 5602255 | KR 10-1796712 | US 8953523 |
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| CN ZL02806429.1 | EP 1362447 (IT) | EP1362447 (LI) |
| DE 60219435.0 | EP 1362447 (LU) | ES 2284822 |
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| CA 2232792 | EP 1628497 (IT) | EP 2139272 (IE) |
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| CN ZL96197188.6 | EP 1807956 (LI) | ES 2250997 |
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| DE 69924130.8 | EP 1807956 (SK) | GR 3083988 |
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| US 7283499 | US 7957736 | US 8472955 |
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| CN ZL200780001723.1 | EP 2315383 (AT) | US 7869396 |
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| EP 2248383 (MT) | JP 4968858 | |
| EP 2248383 (NL) | JP 5238067 | |
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