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ORANGE  
LTE SUBLICENSER AGREEMENT

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This license agreement ("Agreement"), effective as of [EFFECTIVE DATE] ("Effective Date"), is entered into by and between **Sisvel International S.A.**, a company having its 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 [Licensee Office Address] ("Licensee") (individually, a "Party" and collectively, the "Parties").

WHEREAS, Orange SA is the owner 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 Patents and to grant past and future releases and covenants not to sue;

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

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

NOW, THEREFORE, the Parties agree as follows:

**1. Defined Terms**

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- 1.1 "ASICs" means application specific integrated circuit chips and integrated circuit chipsets (including the specifications thereof, hardware, firmware and/or associated software that runs within such chips or chipsets) which are designed to perform a particular function or functions.
- 1.2 "Compensation" means the overall payment due by Licensee as described in Section 3.
- 1.3 "Extended Agreement" means the possible further/extended agreement between the Parties with regard to Post-Term Units as further defined in Section 2.4.
- 1.4 "Have Made" means a product made by a third party for the sole use and benefit of Licensee and/or Licensee Affiliate(s) (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), excluding each and every product that is resold by Licensee and/or Licensee Affiliate(s) to the Have Made Producer, its affiliates or any party 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 its Licensee Affiliate(s).

- 1.5 “Hold” or “Held” or any similar variation of such term with respect to any Patent shall mean possession of the right to grant rights and releases under the Patents for the Licensed Field without the consent of any third party. Notwithstanding anything to the contrary, Patents acquired by Patent Owner from any third party after November 1, 2017, including as a result of a merger or other corporate transaction, shall not be deemed to be Held by such Patent Owner for purposes of this Agreement, however may be included under this Agreement at such Patent Owner’s discretion.
- 1.6 “IMEI” means the International Mobile Equipment Identity comprised of a unique 15-digit decimal number, that is required to identify mobile devices on GSM/3GPP networks as assigned by the GSM Association and originally defined by the European Telecommunication Standards Institute (ETSI).
- 1.7 “Intermediate Products” means components and subassemblies of Products Made or Sold as standalone items and not incorporated in Products at the time they were Made or Sold, such as, without limitation, ASICs, chipsets, semiconductor components, embedded modules and firmware and software components.
- 1.8 “Licensed Field” means only the functionality or portion implementing such functionality within any Product that (a) conforms to or practices all or any part of the LTE Standard or that enables products to make use of the LTE Standard; and (b) is primarily designed as user equipment. Products within the Licensed Field do not include (y) integrated circuits, components, ASICs or other Intermediate Products requiring substantial additional industrial and/or manufacturing processing to implement the LTE user equipment functionality; (z) network equipment or other professional network products, such as, but not limited to base stations (LTE eNode B), network testing devices or femtocells (LTE Home eNodeB).
- 1.9 “Licensee Affiliate” shall mean an entity which, on or after the Effective Date, directly or indirectly, controls, is controlled by, or is under common control with Licensee, as well as those companies identified in **Attachment B**. The term “control” as used in this Section shall mean ownership of more than 50% (fifty percent) of the outstanding shares representing the right to vote directly or indirectly for the election of directors or other managing officers of such entity or person or, for an entity or person which does not have outstanding shares, an ownership interest representing the right to make decisions for such entity or person; provided, however, such entity or person should be deemed a Licensee Affiliate only so long as such “control” exists.
- 1.10 “LTE Standard” means LTE/LTE-Advanced standard comprised of all those

Technical Specifications identified in 3GPP TS 21.201, 'Technical Specifications and Technical Reports for an Evolved Packet System (EPS) based 3GPP system' at any time on or after the Effective Date; provided, however, that LTE Standard shall not include any such specifications or features described within such specifications to the extent that, within the context of specifications published in 3GPP TS 21.201, they are used exclusively by systems that are classified as subsequent generations such as Fifth Generation (5G) and/or defined in IMT-2020 initiatives. For clarity, the foregoing definition includes specifications (or subparts thereof) that are relevant to FDD-LTE and/or TDD-LTE subject to the limitations in the terms above. For the avoidance of doubt, for the purpose of this Agreement, LTE Standard does not include any audio or video coding or related transport streams that may be referenced in such specification.

- 1.11 "Make", "Made" or any similar variation of such term means made, manufactured and/or Have Made.
- 1.12 "Necessary Records" means the books and records as described in Section 4.9.
- 1.13 "Past Use" means Products Made and/or Sold by Licensee and/or Licensee Affiliates prior to the Effective Date.
- 1.14 "Patent Owner Affiliates" are entities directly or indirectly controlled by Patent Owner, whereas the term "control" means directly or indirectly (a) holding more than 50% (fifty percent) of the outstanding stock or other voting rights entitled to elect directors of an entity; (b) holding the ability to appoint or elect more than 50% (fifty percent) of the board of directors (or persons exercising similar functions at any meeting representing all shareholders, parties, members, or other equity holders of an entity); or (c) in the case of an entity without a governing body equivalent to a board of directors, holding an economic or other interest carrying the right to receive more than 50% (fifty percent) of the profits of the entity.
- 1.15 "Patent Owner" means Orange SA, a company incorporated under the laws of France, having its principal place of business at 44 Avenue de la République, 92326 Châtillon France and Patent Owner Affiliates, which Hold any of the Patents listed in **Attachment A**.
- 1.16 "Patents" shall mean any and all enforceable claims, but only such claims, included in patents Held by Patent Owner, that are necessarily infringed or used when implementing the LTE Standard, or any portion of the LTE Standard under the laws of the country which issued or published such Patent, including but not limited to those patents listed in **Attachment A**.
- 1.17 "Products" means any finished products Made or Sold by Licensee, clearly marked (including the product itself as well as the packaging thereof) under the brand "[Licensee's brand(s)]" and primarily designed as user equipment

and that conform to or practice all or any part of the LTE Standard and infringing upon one or more of the claims of the Patents within the Licensed Field, including products Made or Sold as multiple pieces, including but not limited to mobile telephones, USB sticks and other PC cards and dongles, handheld devices, personal computers, tablets, machine type communication (MTC) user equipment, and, subject to the exclusions in this definition, wireless access points and routers/modems. "LTE Products" do not include (a) integrated circuits, components, ASICs, or other Intermediate Products requiring substantial additional industrial and/or manufacturing processing to implement the LTE user equipment functionality; and (b) network equipment or other professional network products, such as, but not limited to base stations (LTE eNodeB), network testing devices, or femtocells (LTE Home eNodeB). Should Licensee start Making and/or Selling products under any other brands of which Licensee is the sole owner, in addition to the ones specified in this Section 1.17, Licensee shall immediately inform Licensor by e-mail or registered letter within 1 (one) month from the first device Made and/or Sold under said other brand(s) and shall be deemed included under this list of relevant brands in this Section 1.17, upon Licensor's acceptance.

- 1.18 "Post-Term Units" means Products Made and/or Sold by Licensee after the Term.
- 1.19 "Sale", "Sell", "Sold" or any similar variation of such term means offered for sale, sold, exported or otherwise disposed of.
- 1.20 "TAC" means the 8 digit type allocation code as used to create International Mobile Equipment Identity numbers (IMEIs) for wireless devices for their registration with the GSM Association.
- 1.21 "Term" means the term as described in Article 6 of this Agreement.
- 1.22 "Territory" means worldwide, however, limited to the scope of territorial protection of each of the Patents.

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

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- 2.1 All rights granted under the Patents according to this Agreement are non-exclusive, non-transferrable and limited to the use of the Licensed Field and to the Territory for the Term.
- 2.2 Subject to Licensee's full compliance with the payment obligations in Article 3 and the further obligations set forth in this Agreement, Licensor hereby releases, acquits, and forever discharges Licensee and Licensee Affiliates listed in **Attachment B** from any and all claims of infringement of the Patents arising out of the Products Made and/or Sold before the Effective Date. Licensor covenants not to sue Licensee, its successors and Licensee Affiliates as well as any downstream customers or end-users, from liability for infringement of any

of the Patents for Past Use. Licensee specifically agrees that the release and covenant not to sue in accordance with this Section 2.2 is not in force or effect if this Agreement is terminated by Licensor, where Licensor will have the right to sue and otherwise seek and obtain compensation from Licensee for any Past Use, without limitation as to the time for bringing any such suit. In particular, Licensee acknowledges that Licensor relied on Licensee's ongoing performance of its obligations under this Agreement in providing the release and covenant of this Section 2.2.

- 2.3 Subject to Licensee's full compliance with the payment obligations in Article 3 and the further obligations set forth in this Agreement, Licensor hereby grants to Licensee a royalty bearing license to use, Make and/or Sell Products under the Patents.
- 2.4 At the request of Licensee, Licensor commits to negotiate with Licensee on a good faith basis a renewal/extension of the Term of this Agreement with a release for Post-Term Units under similar conditions as set forth in this Agreement ("Extended Agreement"), subject to Licensor still having the rights as described in Section 5.1, and Licensor's ultimate decision whether or not to conclude such Extended Agreement.

### **3. Payment of Compensation**

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- 3.1 In consideration of the rights granted to Licensee by Licensor under this Agreement, Licensee shall make the following non-refundable and non-recoupable payments to Licensor ("Compensation"), each upon 30 (thirty) days of Licensee's receipt of the respective invoice from Licensor:
- 3.1.1 The amount of **€ 5,000.00** (five thousand Euros) as an entrance fee; and
- 3.1.2 The amount of **€ [.....]** ([.....] Euros) for Past Use Covenant granted under Section 2.2; and
- 3.1.3 A quarterly payment of running royalties for each Product Made and/or Sold in the preceding quarter, the due amount for each quarter to be determined on the basis of reported Products Made and/or Sold as per Article 4, under a rate of **EUR 0.016** (One point Six Euro cents) per Product, making or otherwise capable of enabling use of the Licensed Field.
- 3.2 The Compensation shall be paid by wire transfer to Licensor's bank account mentioned as per the details provided on the invoice provided by Licensor.
- 3.3 All costs, stamp duties, taxes and other similar levies arising from or in connection with the conclusion of this Agreement shall be borne by Licensee. In the event that the government of a country imposes any taxes on payments made by Licensee to Licensor hereunder and requires Licensee to withhold

such tax from such payments, Licensee may deduct such tax from such payments. In such an event, Licensee shall promptly provide Licensor with tax receipts issued by the relevant tax authorities so as to enable Licensor to support a claim for credit against taxes which may be payable by Licensor and to enable Licensor to document, if necessary, its compliance with tax obligations in any applicable jurisdiction. The Parties commit to assist and support each other upon reasonable request of the other Party in any call for declarations, documents or details pertaining to this Agreement, in order to satisfy tax authorities and to avoid the payment of any undue taxes, including but not limited to withholding tax.

#### 4. Reporting

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- 4.1 Licensee shall, on a quarterly basis and within 1 (one) month after the end of each calendar quarter, beginning with the calendar quarter of the Effective Date, provide Licensor with a full royalty statement, for which Licensor shall provide an electronic form, which includes: the total number of units of Products Made and/or Sold by Licensee and/or Licensee Affiliates in the preceding calendar quarter and the following details for each shipment or delivery of the relevant Products: the model number, product type, the Licensed Field, the TAC, the brand or trademark on the product, the full name of the customer, the country of Sale, the full name of the manufacturer (or the direct supplier, as the case may be), the country of manufacture and/or Sale. Licensee shall submit the full royalty statement in accordance with this Section 4.1, in a file type specified by Licensor via e-mail to the address [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 If Licensee or any Licensee Affiliates purchase or otherwise obtain licensed Products from a third party that is licensed by Licensor or Patent Owner to Make and/or Sell Products under all of the Patents, and such third party has: (a) timely fulfilled its royalty payment obligations under such license for all such Products; and (b) has provided Licensor with a written declaration, subject to written approval by Licensor, stating that it will be responsible for paying the royalties for such Products prior to such Products being purchased or otherwise obtained from that third party by Licensee, then Licensee shall have no royalty obligation under this Agreement for such Products.
- 4.3 If Licensee Sells Products to a third party that is licensed by Licensor or Patent Owner to Make and/or Sell Products under all of the Patents, Licensee shall have the royalty payment obligation under this Agreement for such Products Sold to such third party, unless: (a) the third party is a licensee in good standing of Licensor or Patent Owner, as the case may be, and has fulfilled all its obligations under such license at the time Licensee Sells such Products to the third party; and (b) the third party provides Licensor with a written declaration, subject to written confirmation by Licensor, stating that it will be responsible

for paying the royalties for such Products prior to such Products being Sold to that third party by Licensee; and (c) the third party timely pays due royalties on such Products to Licensor or Patent Owner, as the case may be.

- 4.4 The Products for which Licensee has no royalty payment obligation according to Section 4.2 and 4.3 will not be considered when calculating the Compensation due by Licensee according to Section 3.1.3.
- 4.5 It is understood and agreed that in all cases other than described to the contrary under Section 4.2 and 4.3 Licensee has the obligation to pay royalties for such Products according to the terms of this Agreement. For the avoidance of doubt, any (partial) exhaustion of patent rights shall not apply insofar any products Made for and/or Sold to any third party for which a royalty has not been paid, regardless of whether such third party is subject to obligations of a license agreement under the Patents for Products and shall therefore not affect the responsibility of Licensee to pay royalties to Licensor under this Agreement with respect to such unlicensed products.
- 4.6 Licensee shall separately report in the royalty statements as per Section 0, the total number of units of Products that Licensee and/or Licensee Affiliates Made for or Sold to a third party licensed with respect to such products under the Patents in the preceding calendar quarter provided that no royalty for such products is due by Licensee pursuant to Section 4.2 and 4.3, and, the following details for each shipment or delivery of the relevant Products: the Licensed Field, the model number, a brief description of the product or product type, the brand or trademark on the product, the full name of the customer, the country of Sale, the full name of the manufacturer (or the direct supplier, as the case may be), the country of manufacture and/or Sale.
- 4.7 Upon request from Licensor, Licensee will provide documentation sufficient to demonstrate that any Products listed in the report as per Section 4.6 were purchased from or Sold to a licensed third party including, but not limited to, invoices showing such purchase or Sale. If Licensee fails to provide Licensor with such documentation within 30 (thirty) days of Licensor's request, Licensee will pay royalties for all such Products for which no such documentation has been provided to Licensor within 15 (fifteen) days after the date of Licensee's failure.
- 4.8 Licensor shall not disclose any of the information comprised in the royalty reports provided by Licensee or Licensee Affiliates under this Agreement to any third party, except: (a) Licensor's affiliates are not considered third parties; (b) if such disclosure was done in an aggregated form, anonymizing any third party information; (c) as provided for in this Agreement or with the prior written consent of Licensee or Licensee Affiliate; (d) to any governmental body specifically requiring such disclosure (e.g. customs for verification of license compliance to prevent seizure of goods); (e) for the purposes of disclosure in connection with any possible financial or regulatory filings, reports or

disclosures that may be required under applicable laws or regulations; (f) to a Party's accountants, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein; (g) if disclosure is demanded by a subpoena, order from a court or governmental body, or as may otherwise be required by law or regulation, and, if legally possible, subject to protective order or written agreement between counsel that such disclosure shall be limited to "Attorneys' Eyes Only"; and, in the case disclosure is pursuant to a protective order, such protective order shall provide, to the extent practicable, that any disclosure under a protective order would be protected under an "Attorneys' Eyes Only" or higher confidentiality designation; (h) if the information is obtained from another source than the royalty reports; or (i) if the information is made publicly available by Licensee.

- 4.9 Licensee and Licensee Affiliates shall keep and maintain accurate and detailed books and records in paper and electronic form including, but not limited to, all books and records related to the organization chart showing the relationship of Licensee and all Licensee Affiliates and all production, purchases, stocks, deliveries, technical specifications of all products, and sales records related to Products (all books and records collectively referred to as "Necessary Records"). Necessary Records pertaining to a particular royalty reporting period, including Necessary Records relating to the Making and/or Selling of any Products, shall be maintained for 5 (five) years after the expiry of the Term.
- 4.10 At the end of the Term, Licensor shall have the right to audit Licensee's and Licensee Affiliates' Necessary Records for verification of the amount of Products actually Made and/or Sold during the Term in comparison to the amounts reported as Made and/or Sold according to Article 4.

## **5. Representations and Warranties**

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- 5.1 Licensor represents and warrants that it has the authority, power, and right to enter into this Agreement and to grant Licensee and Licensee Affiliates the rights, privileges, and releases herein set forth.
- 5.2 Nothing in this Agreement shall be construed as: (a) a warranty or representation by Licensor as to the validity or scope of any of the Patents; (b) a warranty or representation by Licensor that anything Made and/or Sold under any right granted in this Agreement is free from infringement or will not infringe, directly, contributorily, by inducement or otherwise under the laws of any country any patent or other intellectual property right different from the Patents; or (c) a warranty or representation by Licensor that the Patents include all patents essential to practice the LTE Standard throughout the world.
- 5.3 Each Party represents and warrants that this Agreement and the transactions contemplated hereby do not violate or conflict with or result in a breach under



any other agreement to which it is subject as a party or otherwise.

- 5.4 Each Party represents and warrants that, in executing this Agreement, it does not rely on any promises, inducements, or representations made by the other Party or any third party with respect to this Agreement or any other business dealings with the other Party or any third party, now or in the future except those expressly set forth herein.
- 5.5 Each Party represents and warrants that it is not presently the subject of a voluntary or involuntary petition in bankruptcy or the equivalent thereof, does not presently contemplate filing any voluntary petition, and does not presently have reason to believe that an involuntary petition will be filed against it.
- 5.6 Other than the express warranties set forth in this Article 5, the Parties make NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

## **6. Term and Termination**

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- 6.1 This Agreement is effective as of the Effective Date and 5 (five) years after the Effective Date, unless terminated earlier by Licensor in accordance with Section 6.3 or Section 6.4 , or extended as per Section 2.4 (whatever duration of this Agreement applies is referred to as "Term").
- 6.2 In the event the Parties agree to an Extended Agreement as per Section 2.4, the Term would be extended or changed in accordance with the new term as set forth in the Extended Agreement.
- 6.3 In the event of a material breach of Licensee, Licensor has the right to terminate this Agreement immediately. In such event, Licensee, on behalf of itself and its Licensee Affiliates, represents and warrants that at the time of said termination of this Agreement, Licensee and Licensee Affiliates shall immediately cease to Make and/or Sell Products unless Licensee and/or Licensee Affiliates have otherwise acquired separate licenses under all the Patents.
- 6.4 In the event of failure of Licensee to report royalties, provide due assistance and/or make payment for any due amounts, Licensee shall have 30 (thirty) days to remedy such failure, of which failure Licensor may provide notice, until such failure shall be considered material breach. In the event aforementioned types of failure occur multiple times within the Term, Licensor may consider this a material breach with no further right for Licensee to remedy.

## **7. Miscellaneous**

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- 7.1 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.

- 7.2 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.
- 7.3 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.
- 7.4 This Agreement or any right or obligation thereof may not be assigned by Licensee without Licensor's prior written consent.
- 7.5 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and replaces any prior oral or written agreements between the Parties involving the same.

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

**Sisvel International S.A.**

**[Licensee]**

\_\_\_\_\_  
Name: Mattia Fogliacco  
Title: CEO

\_\_\_\_\_  
Name: [...]  
Title: [...]

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

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

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**Attachment A**

**Orange Patents**

EP 1362447
EP 1362447 (BE)
EP 1362447 (CH)
EP 1362447 (FR)
EP 1362447 (GB)
EP 1362447 (IT)
EP 1362447 (LI)
EP 1362447 (LU)
EP 1362447 (MC)
DE 60219435.0
ES 2284822
KR 100874059
JP 4184798
CN 100495956
US 7170948

DRAFT / TEMPLATE

**Attachment B**

**Licensee Affiliates**

[...]

DRAFT / TEMPLATE