



WI-FI MM WILUS/SKT SUBLICENSE AGREEMENT BETWEEN SISVEL AND [_____]

This Wi-Fi MM WILUS/SKT Sublicense Agreement (together with its Exhibits, and any attachments and amendments, the "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 Immeuble Cubus C2, 2 rue Peternelchen, L-2370 Howald, Grand Duchy of Luxembourg ("Sisvel" or "Licensor") and [_____] , a company duly incorporated under the laws of [_____] , having its registered office at (Address), (City), (Country) ("["_____] " or "Licensee") (each of Licensor and Licensee individually, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Licensor has the right to license the Licensed Patents as specified below, and to grant certain rights and releases thereunder to third parties, including Licensee and Licensee Affiliates;

WHEREAS, Licensee desires to acquire a past release and non-exclusive future license to the Licensed Patents for the Licensed Products it and/or Licensee Affiliates Makes and/or Sells, limited to the Licensed Field; and

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

NOW, THEREFORE, the Parties agree as follows:

1. Defined Terms

- 1.1 "Affiliate" means, with respect to any specified first Person, any other Person that now, or in the future, directly or indirectly, is Controlled by such first Person, Controls such first Person or is under common Control with such first Person; in each case, only for so long as such Control exists.
- 1.2 "Approved Product Type" means any product type listed in **Exhibit C**. From time to time, Licensor may offer to Licensee to add further product types to **Exhibit C**, which would become an integral part of this Agreement upon written agreement between the Parties to amend this Agreement accordingly.
- 1.3 "Change of Control" means, with respect to a Party any of the following occurrences on or after the Effective Date, whether in one or a series of related transactions:
 - (i) the direct or indirect acquisition of voting rights, economic rights or other interest, whereby a Person obtains Control of such Party or any direct or

indirect parent of such Party;

- (ii) the direct or indirect sale, exchange, lease or other disposition, of all or substantially all of the assets of such Party (and its Affiliates), taken as a whole, to any other Person that was not an Affiliate of such Party prior to such transaction; or
 - (iii) the merger, consolidation or other business combination involving such Party in which the voting power of such Party owned by the shareholders of such Party immediately prior to such merger or consolidation do not represent more than fifty percent (50%) of the total voting power of the surviving Person outstanding immediately after such merger or consolidation.
- 1.4 “Compensation” means the overall payment due by Licensee as per Section 3.1 for the rights granted to it herein, in accordance with this Agreement.
- 1.5 “Compliant Rate” means the reduced royalty rate applicable per relevant Licensed Product (i) for present and future use and (ii) provided that Licensee is not committing a material breach of its obligations under this Agreement related to Licensee’s payments and reporting. Such material breach includes any material noncompliance, in particular but not limited to, Licensee not having submitted all relevant royalty statements timely, not having fulfilled its relevant payment obligations in connection with such statements, and such royalty statements not being true, complete and accurate in every material respect, and provided that such noncompliance has not been cured.
- 1.6 “Control” means, with respect to a first Person, any other Person directly or indirectly holding (i) more than fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors of such first Person; (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) of such first Person; or (iii) in the case such first Person is 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 first Person.
- 1.7 “Export Regulations” shall mean any laws, regulations, or governmental orders relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures that are from time to time imposed and/or administered by the United States, the European Union and its Member States, the United Kingdom, or the United Nations, or any other relevant jurisdiction, or the respective governmental institutions and agencies of the foregoing.
- 1.8 “Have Made” means the right to have a product made by a third Person for the sole use and benefit of Licensee and/or Licensee Affiliate(s) (the third Person being the “Have Made Producer”), provided that such product was made by the

Have Made Producer solely for the resale by Licensee and/or Licensee's Affiliate(s) and excluding each and every product that is resold by Licensee and/or Licensee Affiliate(s) to the Have Made Producer or its Affiliates. For the avoidance of doubt, such Have Made Producer or its Affiliates shall not be allowed to use for its own benefit or to Sell Have Made products to Persons other than Licensee and/or Licensee Affiliate(s) (other than solely on behalf of Licensee and/or any of Licensee Affiliate(s) exercising such right).

- 1.9 “Hold” or “Held” means, with respect to any Patent, possession of the right for a Person and/or its Affiliates to grant a license, sublicense, release or covenant not to sue.
- 1.10 “Initial Term” means the period as described in Section 6.1.
- 1.11 “Licensee Affiliate” means any Person which is, on or after the Effective Date, an Affiliate of Licensee, including, as of the Effective Date, the Persons listed in the organization chart as per **Exhibit A**, provided that they qualify as Affiliate(s) under this Agreement. Licensee shall keep such organization chart updated and inform Licensor of any changes in writing.
- 1.12 “Licensed Field” means only the functionality or portion implementing such functionality within the applicable Wi-Fi 6 Product or Wi-Fi 7 Product that conforms to or practices all or any part of the Wi-Fi 6 Standard and/or the Wi-Fi 7 Standard. For clarity, Licensed Field explicitly does not include (i) any additional functionality nor (ii) any additional functionality that conforms to or practices other standards (as a non-limitative example, 2G, 3G, 4G, 5G and any IEEE 802.11 standards published after the Wi-Fi 7 Standard.).
- 1.13 “Licensed Patents” means any and all Wi-Fi 6 Essential Patents and/or Wi-Fi 7 Essential Patents (but not including any Russian or Belarussian Patents or other Patents solely for the duration of any applicable Export Regulations) that are or have been (i) identified in the illustrative list of **Exhibit B**, and/or (ii) Held by a Patent Owner at any time during the term of this Agreement.
- 1.14 “Licensed Products” means the Wi-Fi 6 Products and Wi-Fi 7 Products.
- 1.15 “Make”, “Made” or any variation of such term means make, Have Made, develop, use, import and/or re-import products.
- 1.16 “Necessary Records” means the documentation described in Section 4.4.
- 1.17 “Past Release” has the meaning set forth in Section 2.1.
- 1.18 “Patent” means any patent or patent application (including claims of licensable patent applications), including any divisions, continuations, continuations-in-part, re-examinations, reissues, renewals, and extensions thereof and any counterparts claiming priority therefrom, and like statutory rights, but excluding any and all design patents and design patent applications therefor.

- 1.19 “Patent Owner” means, each, SK Telecom Co., Ltd. and Wilus Institute of Standards and Technology Inc.
- 1.20 “Person” means an individual or a corporation, trust, partnership, limited liability company, joint venture, unincorporated organization, or other entity.
- 1.21 “Post-Term Units” means Licensed Products Made by or for and Sold by Licensee or Licensee Affiliates after the Term.
- 1.22 “Pre-Term Units” means Licensed Products Made by or for and/or Sold prior to the Effective Date by Licensee or Persons that are Licensee Affiliates on the Effective Date.
- 1.23 “Pre-Existing Partial License” means a license, cross-license, sublicense, or any other grant of rights or agreement to Make and/or Sell certain Licensed Products limited to the Licensed Field, under Licensed Patents Held by a Patent Owner, as well as any covenant or standstill, wherein any such agreement is concluded prior to the Effective Date, provided however that any such agreement shall only be deemed a Pre-Existing Partial License as of Licensor’s receipt of a written notice from the relevant Patent Owner identifying the Licensed Patents which are encumbered by such agreement, and confirming its existence, the involved parties and if Licensed Products are licensed under such agreement. Effects of a Pre-Existing Partial License are set forth in Sections 2.3 and 3.2.
- 1.24 “Renewal Term” means an extended term or period after the Initial Term as specified in Section 6.2.
- 1.25 “Royalty Rate” means the applicable reference royalty rate per unit of the respective Licensed Product, which is either the Standard Rate or the Compliant Rate.
- 1.26 “Sale”, “Sell”, “Sold” or any similar variation of such term means export, offer to sell, sell, distribute, lease and/or otherwise dispose of products. For clarity, Selling a product implies the right to have it used by a Person acquiring such product.
- 1.27 “Standard Rate” means the standard royalty rate applicable per relevant Licensed Product (i) with respect to the Past Release or (ii) in case Licensee commits a material breach of its obligations under this Agreement related to Licensee’s payments and reporting. Such material breach includes any material non-compliance, in particular but not limited to, Licensee not having submitted all relevant royalty statements timely, not having fulfilled its relevant payment obligations in connection with such statements, and such royalty statements not being true, complete and accurate in every material respect, and provided that such non-compliance has not been cured. Such Standard Rate applies, instead of the Compliant Rate, with immediate effect from the first day of the royalty reporting period to which the occurrence of such non-compliance relates, until

the moment in which Licensor, in its discretion, confirms in writing to Licensee that Licensee's non-compliance has been remedied in full.

- 1.28 "Term" means the term as described in Article 6 of this Agreement.
- 1.29 "Territory" means worldwide, however, limited to the scope of territorial protection of each of the Licensed Patents.
- 1.30 "Wi-Fi 6 Essential Patents" means any Patent that, under applicable law, includes at least a claim that is either necessarily used in practicing any portion of the Wi-Fi 6 Standard or the practice of which, as a practical matter, cannot be avoided in remaining compliant with the Wi-Fi 6 Standard.
- 1.31 "Wi-Fi 6 Product" means any product of an Approved Product Type, Made by or for and/or Sold by Licensee and/or Licensee's Affiliates, that conforms to or practices all or any part of the Wi-Fi 6 Standard and that comprises or utilizes technology claimed by one or more of the Licensed Patents that is a Wi-Fi 6 Essential Patent within the Licensed Field but does not practice any part of any other IEEE 802.11 standard published after the Wi-Fi 6 Standard that is not required for backward compatibility to a prior IEEE 802.11 standard except for amendments to the Wi-Fi 6 Standard itself.
- 1.32 "Wi-Fi 6 Standard" means the "ax" amendment to the IEEE 802.11 standard, defining modifications to both the IEEE 802.11 physical layer (PHY) and the medium access control (MAC) sublayer for High Efficiency (HE) operation. This includes technical features originally introduced by standard specifications other than IEEE 802.11ax, but only in case such features are explicitly specified by reference to operation of an HE device and the implementation of such feature is required for compliance with such amendment. For clarity, features exclusively required for backward compatibility are not included in the current definition, notwithstanding the fact that such features are (i) referenced by the IEEE 802.11ax standard specification or (ii) described in the previous sentence.
- 1.33 "Wi-Fi 7 Essential Patents" means any Patent that, under applicable law, includes at least a claim that is either necessarily used in practicing any portion of the Wi-Fi 7 Standard or the practice of which, as a practical matter, cannot be avoided in remaining compliant with the Wi-Fi 7 Standard.
- 1.34 "Wi-Fi 7 Product" means any product of an Approved Product Type, Made by or for and/or Sold by Licensee and/or Licensee's Affiliates, that conforms to or practices all or any part of the Wi-Fi 7 Standard and that comprises or utilizes technology claimed by one or more of the Licensed Patents that is a Wi-Fi 7 Essential Patent within the Licensed Field.
- 1.35 "Wi-Fi 7 Standard" means the "be" amendment to the IEEE 802.11 standard that defines modifications to both the IEEE 802.11 physical layer (PHY) and the medium access control (MAC) sublayer for Extremely High Throughput (EHT) operation, including technical features originally introduced by standard

specifications other than IEEE 802.11be, but only in case such features are explicitly specified by reference to operation of an EHT device and the implementation of such feature is required for compliance with such amendment. For clarity, features exclusively required for backward compatibility are not included in the current definition, notwithstanding the fact that such features are (i) referenced by the IEEE 802.11be standard specification or (ii) described in the previous sentence.

2. Release and License

- 2.1 Past Release. Subject to Licensee's full compliance with the obligations set forth in this Agreement and effective upon Licensee's fulfilment of its payment obligations in Section 3.1.1, Licensor hereby irrevocably releases, acquits, and forever discharges Licensee, and Persons that are Licensee Affiliates on the Effective Date, from any and all claims of damages or other liabilities for infringement of the Licensed Patents within the Licensed Field limited to the Pre-Term Units to the extent such Pre-Term Units would have been licensed under this Agreement had such infringing acts occurred during the Term, and insofar extends to their successors as well as any downstream customers or end-users for their activities with respect to such released Pre-Term Units (the "Past Release"). The release in accordance with this Section 2.1 is neither in force nor effect if this Agreement is terminated by Licensor for non-payment of the Compensation for Past Release, as per Section 3.1.1, or other reasons, where Licensor and the Patent Owners will have the right to sue and otherwise seek and obtain compensation from Licensee for any Pre-Term Units, without limitation as to the time for bringing any such suit. Licensor, in providing the release of this Section 2.1, relies on Licensee's ongoing compliance with its obligations under this Agreement.
- 2.2 License for Present and Future Use. Subject to Licensee's full compliance with the obligations set forth in this Agreement, Licensor hereby grants to Licensee and Licensee Affiliates a non-exclusive, non-transferrable, non-sublicensable royalty bearing license under the Licensed Patents within the Licensed Field to Make and/or Sell Licensed Products in the Territory during the Term. For clarity: Post-Term Units are not covered by the license granted herein.
- 2.3 Effect of Pre-Existing Partial License. Notwithstanding any Pre-Existing Partial License, which Licensee may have been granted, all Licensed Patents are included in the rights granted in Sections 2.1 through 2.2. A Pre-Existing Partial License shall be taken into consideration when determining the Compensation (including for the Past Release, in case and to the extent the period before the Effective Date is covered by such Pre-Existing Partial License), as specified in Section 3.2.
- 2.4 Limited Scope. THE LICENSEE AND LICENSEE AFFILIATE'S RIGHTS ARISING FROM THIS AGREEMENT ARE LIMITED TO THE RIGHTS EXPLICITLY STATED HEREIN. NO RIGHTS OTHER THAN THOSE EXPLICITLY STATED IN SECTIONS 2.1 AND **Error! Reference source not found.** ARE GRANTED, AUTHORIZED, RELEASED, IMMUNIZED, OR MAY ARISE THROUGH IMPLICATION, ESTOPPEL,

FORBEARANCE, FOREFEITURE, WAIVER, EXHAUSTION, OR ANY OTHER LEGAL OR EQUITABLE THEORY BY VIRTUE OF THIS AGREEMENT, OR AS A CONSEQUENCE OF ANY ACTS OR OMISSIONS IN RELATION HERETO. THIS IS AN ESSENTIAL TERM OF THIS AGREEMENT WITHOUT WHICH THE PARTIES WOULD NOT HAVE ENTERED INTO IT.

3. Payment of Compensation

3.1 Compensation. Licensee shall make the following non-refundable and non-recoupable payments to Licensor ("Compensation") in consideration of the rights granted to Licensee by Licensor under this Agreement:

3.1.1 Past Release. For the Past Release, Licensee shall pay the following lumpsum: [_____] ([_____] USD).

3.1.2 License for Present and Future Use. For Licensed Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates during the Term, Licensee shall pay running royalties for each Licensed Product Made and/or Sold in the preceding calendar quarter, as reported by Licensee to Licensor in accordance with Article 4, at the applicable Royalty Rate.

Payment of the Compensation shall be due by the earlier of: (i) fifteen (15) days from receipt of each respective invoice from Licensor, which Licensor may send on or after the date on which Licensor received the respective report in accordance with Article 4, or (ii) within forty-five (45) calendar days from the day the respective report in accordance with Article 4 was due if no report was received by Licensor or if no invoice was received by Licensee.

3.2 Pre-Existing Partial License. Licensee shall not be charged for the relevant Licensed Patents which are encumbered by a Pre-Existing Partial License ("Pre-Netting"), insofar as such Pre-Existing Partial License covers the relevant grant of rights set forth herein. Effective as from the termination of the Pre-Existing Partial License, Pre-Netting no longer applies and Licensee shall be fully liable for and pay the respective portion of the royalties for the relevant Licensed Patents as used in Licensed Products within the Licensed Field.

3.3 Licensee's Supplier; Exhaustion. If Licensee or any Licensee Affiliate purchases or otherwise obtains, pursuant to an authorized sale (i.e., transfer of title), Licensed Products from a third Person that is licensed by Licensor or all of the Patent Owners to Make and/or Sell Licensed Products under the Licensed Patents within the Licensed Field and such third Person 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 purchased or otherwise obtained by Licensee; then, subject to written confirmation by Licensor of the pre-mentioned provisos, Licensee shall have no royalty obligation for such products (exhaustion).

3.4 Licensee's Customer. If Licensee or any Licensee Affiliate Sells Licensed Products to a third Person that is licensed by Licensor or all of the Patent Owners to Make

and/or Sell Licensed Products under the Licensed Patents within the Licensed Field and such third Person: (a) is a licensee in good standing of Licensor or all Patent Owners and has fulfilled all of its obligations under such relevant license at the time Licensee or a Licensee Affiliate Sells said Licensed Products to it; and (b) provides Licensor with a written declaration stating that it will be responsible for paying the fees for such Licensed Products prior to such Licensed Products being Sold to that third Person by Licensee or a Licensee Affiliate; and (c) timely pays all the relevant due fees on such Licensed Products to Licensor or all Patent Owners, as the case may be; then, subject to written confirmation by Licensor of the pre-mentioned provisos, Licensee shall have no royalty obligation for such Licensed Products under the relevant Licensed Patents within the Licensed Field already licensed to and paid for by Licensee's or a Licensee Affiliate's customer. For clarity, in case Licensee's or any of Licensee Affiliates' customer is licensed but has not paid the due fees for Licensed Products Made for and/or Sold to it by Licensee or any of Licensee Affiliates, Licensee's responsibility to pay the respective royalties to Licensor under this Agreement with respect to such Licensed Products still applies.

- 3.5 No Double Charges. Pre-existing agreements related to one or more of the Licensed Patents within the Licensed Field for Licensed Products shall be taken into account, as applicable, when calculating the Compensation due by Licensee, provided that Licensee reasonably proves the existence of such pre-existing agreements.
- 3.6 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 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 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 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 the payment of any due taxes or recovery of reasonably available tax credits.
- 3.7 Bank Details. The Compensation shall be paid by wire transfer to Licensor's bank account as specified in the invoice provided by Licensor. Licensee is fully responsible for payment of the Compensation to Licensor and shall not be absolved from payment for any reason or mistake.
- 3.8 Late Payments. Any payments of Compensation due from Licensee that are not paid on the date such payments are due under this Agreement shall bear interest at the lower of:

- (a) The prime rate (the main refinancing rate) as reported by the European Central Bank on the date such payment is due plus an additional nine percent (9%) calculated on the number of days such payment is delinquent (i.e. interest = (# of days payment is delinquent/365) * (prime rate+9%) * (amount due)); or
- (b) The maximum rate permitted by law calculated on the number of days such payment is delinquent (i.e. interest = (# of days payment is delinquent/365) * (maximum rate) * (amount due)).

This Section 3.8 shall in no way limit any other remedies available to any other party and shall not be limited in any way by other Sections of this Agreement. Licensor may separately invoice Licensee for any interest owed under this Agreement at any time following such interest accruing, and Licensee shall pay Licensor such invoiced amount within fifteen (15) calendar days. Interest will continue to accrue until paid. Licensor may, in its sole discretion, credit any payments received from Licensee first to any outstanding interest and then to any Compensation owed.

- 3.9 Overpayments. Any overpayment by Licensee, including any interest charged or paid in excess of the maximum rate permitted by applicable law, verified by Licensor shall be deemed made in error or mistake. Any such overpayment or excess interest shall be credited solely against Licensee's future payment obligations under this Agreement. Such credit shall be applied to the next payment(s) due until the credit is fully utilized.
- 3.10 Costs. Licensor shall be entitled to reasonable attorneys' fees, fees, court costs, and costs incurred or associated with a Formal Proceeding (where "Formal Proceeding" means a litigation filed in a court of competent jurisdiction, arbitration, mediation, or bankruptcy proceeding) for the collection of any Compensation, shortfalls, interest, or amounts ("Past Due Amounts") owed Licensor by Licensee and/or Licensee's Affiliates, including costs incurred by agents and third-party collectors, when such Past Due Amounts have not been paid to Licensor within a cure period of 30 days after a notice is received by Licensee detailing the specifics of the Past Due Amounts.

4. Reporting

- 4.1 Reporting Details. Before or upon signature, Licensee shall provide Licensor with a royalty statement for all Pre-Term Units indicating, separately for each Approved Product Type, the number of units of (i) Wi-Fi 6 Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates before the Effective Date and (ii) Wi-Fi 7 Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates before the Effective Date.

Beginning with the calendar quarter that includes the Effective Date (each calendar quarter beginning January 1, April 1, July 1, and October 1) and within

the calendar month following the end of each applicable calendar quarter, Licensee shall provide Licensor with a complete and accurate royalty statement. Such royalty statement shall separately set forth, for each Licensed Product, separately for each Approved Product Type, the number of units of Wi-Fi 6 Products and/or Wi-Fi 7 Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates during the previous calendar quarter. Licensor shall provide an electronic form to Licensee for such royalty statements, which shall include, for each shipment or delivery of the relevant Wi-Fi 6 Products and/or Wi-Fi 7 Products, the following details: 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) and the country of manufacture. 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 WiFiMM.reporting@sisvel.com. Upon reasonable 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 Reporting and Documentation for Pre-Paid Royalties. Although no royalties are due by Licensee pursuant to Sections 3.2 and 3.5, Licensee shall separately report in the royalty statements as per Section 4.1, with respect to the preceding calendar quarter and separately for each Approved Product Type, the total number of units (and additional information required in such royalty statements) of Wi-Fi 6 Products and/or Wi-Fi 7 Products that Licensee and/or Licensee Affiliates Made for and/or Sold to and/or purchased from a third Person licensed under the Licensed Patents within the Licensed Field for such Wi-Fi 6 Products and Wi-Fi 7 Products and the identity of such third Person. Upon request from Licensor, Licensee shall provide documentation (including, but not limited to, Sale or purchase invoices) sufficient to demonstrate that every Wi-Fi 6 Product and/or Wi-Fi 7 Product listed in such royalty statement was Sold to and/or purchased from a licensed third Person. If Licensee fails to provide Licensor with such documentation within thirty (30) days of Licensor's request, Licensor shall assume that the relevant Wi-Fi 6 Products and/or Wi-Fi 7 Products are unlicensed, and Licensee shall pay to Licensor within fifteen (15) days after the date of Licensee's failure the due royalties for all such Wi-Fi 6 Products and/or Wi-Fi 7 Products for which no such documentation has been provided.
- 4.3 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.
- 4.4 Audit
- 4.4.1 Necessary Records. Licensee and Licensee Affiliates shall keep and maintain, in paper or electronic form, all necessary books and purchase and sales records to evidence and substantiate the information required under this Agreement (e.g., types, identifiers, amounts, etc.) of Wi-Fi 6

Products and/or Wi-Fi 7 Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates ("Necessary Records"), such as, for example, books and records showing the relationship of Licensee and all Licensee Affiliates and production, bills of materials ("BOMs"), purchases, stocks, deliveries, and technical specifications. 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.

- 4.4.2 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 Wi-Fi 6 Products and/or Wi-Fi 7 Products actually Made and/or Sold during the Term in comparison to the amounts reported as Made and/or Sold according to Section **Error! Reference source not found.** Licensor shall give Licensee written notice of such audit at least five (5) days prior to the audit.
- 4.4.3 Auditor. Any audit under Section 4.4.3 shall be conducted by a certified public accountant or equivalent accountant or auditor ("Auditor") selected by Licensor. The Auditor may: (i) provide updates to Licensor regarding the status, timeline, and issues with the audit; (ii) consult with Licensor regarding any interpretation or scope of this Agreement; and (iii) provide Licensor with informal reports and summaries. The Auditor shall provide a final written report to Licensor including the Auditor's findings, the details indicated in Section **Error! Reference source not found.**, and any information the Auditor concludes is necessary to support the Auditor's findings. The Auditor shall enter into a relevant and reasonable confidentiality agreement that Licensee and/or Licensee Affiliate may reasonably request prior to the beginning of any such audit, but such agreement will not restrict the Auditor's ability to conduct the audit, will not limit the Necessary Records available to or to be provided to the Auditor, will not restrict the Auditor from (i)-(iii) within this subsection, and will not restrict the Auditor from issuing a final written report.
- 4.4.4 Reasonable Cooperation with Auditor. It shall be a material breach of this Agreement for Licensee and/or a Licensee Affiliate to fail to reasonably cooperate with the Auditor and/or to fail to reasonably provide the Auditor with all Necessary Records reasonably requested by the Auditor. All books and records provided by Licensee and/or a Licensee Affiliate to such Auditor, for the purposes of such audit(s), shall be kept by the Auditor according to Auditor's confidentiality agreement.
- 4.4.5 Audit Costs. The cost of any audit under Section 4.4.3 shall be at the expense of Licensor; provided, however, that Licensee shall bear the entire cost of the audit, without prejudice to any other claim or remedy that Licensor may have under this Agreement or under applicable law, if: (i) the audit reveals a discrepancy (i.e. fails to confirm Licensee's timely reporting and payment) 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 statements during the period to which the audit refers; or (ii) Licensee or any Licensee Affiliate unreasonably refuses, delays, or obstructs the audit or the Auditor's performance of the audit.

4.4.6 Shortfall. Within thirty (30) days after receiving notice from Licensor of any shortfalls uncovered, Licensee shall pay to Licensor (i) any shortfalls plus interest as determined by Section 3.8; (ii) the cost of the audit if Licensor may recover the cost under Section 4.4.5; and (iii) any other costs under Section 3.10.

4.5 Licensee Guarantee Regarding Licensee's Affiliates. Licensee unconditionally and irrevocably guarantees performance under this Agreement by its Affiliates of all actions that may be necessary to enable Licensee to perform its obligations under this Agreement, including the reporting, payment, and verification of royalties owed for Licensed Products Made by or for and/or Sold by Licensee's Affiliates. If any of Licensee's Affiliates breaches this Agreement or fails to take any such action on a timely basis: (i) it shall be deemed a breach of this Agreement by (and give Licensor a cause of action against) Licensee; and (ii) without limiting the foregoing, Licensee shall, as soon as reasonably practicable, cure such breach or failure.

5. Representations and Warranties

5.1 Licensor's Representation. 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 set forth herein.

5.2 Licensor's Limitations. 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 Licensed 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 Licensed Patents; or (c) a warranty or representation by Licensor that the Licensed Patents include all patents necessary for compliance with the relevant specification throughout the world.

5.3 Licensee's Representation. Licensee represents and warrants (a) that, as of the Effective Date, (i) it is not the subject of a voluntary or involuntary petition in bankruptcy (or the equivalent thereof) or any other proceeding based on financial distress, (ii) it does not contemplate filing any voluntary petition in bankruptcy or the equivalent thereof, (iii) it does not have reason to believe that an involuntary petition in bankruptcy (or the equivalent thereof) or any other proceeding based on financial distress will be filed against it in the foreseeable future, and (iv) the royalty statement provided by Licensee under the first sentence of Section **Error! Reference source not found.** is and will be accurate, true, and complete in every material respect; and (b) that (i) it has the authority,

power, and right to enter into this Agreement, (ii) in executing this Agreement, it does not rely on any promises, inducement or representations made by Licensor or any third Person with respect to this Agreement or any other business dealings with Licensor or any third Person, now or in the future, except those expressly set forth herein, (iii) that it shall use its reasonable best efforts to make sure all reports and information provided to Licensor, and if applicable, to an Auditor as per Section 4.4.3 have been and will be accurate, true and complete in every material respect, (iv) Licensee understands that the terms of this Agreement require the payment of the same specified royalty regardless of whether one, or more Licensed Patents are infringed, and (v) that the fee provisions and royalties specified herein are fair and reasonable for a license, and (vi) Licensee will comply with all applicable laws, regulations and governmental orders pertaining to its performance hereunder. Licensee also makes the representations and warranties in this Section (other than clause (b)(vi)) on behalf of Licensee Affiliates, as if they had been the named Person in the foregoing.

- 5.4 Parties' Mutual Representations. Each Party represents and warrants (a) 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. Licensee also makes the representation and warranty in this Section on behalf of Licensee Affiliates, as if they had been the named Person in the foregoing.
- 5.5 Exhaustive List of Representations. Other than the express warranties set forth in this Article 5, the Parties DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED. LICENSEE DISCLAIMS RELIANCE ON ANY REPRESENTATIONS AND WARRANTIES OF LICENSOR NOT EXPRESSLY STATED..

6. Term and Termination

- 6.1 Initial Term and Term. This Agreement is effective as of the Effective Date and shall be in force and effect for a term of five (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. Upon expiration of the Initial Term, this Agreement shall be automatically renewed for successive periods of five (5) years ("Renewal Term"), unless terminated pursuant to Sections 6.3, 6.4 or 6.5 or unless a Party provides written notice of termination to the other Party no later than six (6) months before expiration of the then current five (5) years period.
- 6.3 Cure Period. In the event Licensee fails to report royalties, provide due assistance and/or make payment for any due amounts, Licensor shall provide Licensee with notice of such failure and Licensee shall have thirty (30) days from receipt of such notice from Licensor to remedy such failure before such failure is considered a material breach. In case the afore-mentioned 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 this Agreement by Licensee, Licensor has the right to terminate this Agreement with immediate effect. In the event of failure of Licensee to comply with Section 8.5, in particular with respect to Export Regulations, Licensor is entitled to terminate this Agreement with immediate effect and without Licensor incurring any liability.
- 6.5 Termination after Change of Control. In the event of a Change of Control at Licensee, Licensor has the right to terminate this Agreement as of the date on which the Change of Control becomes effective. Licensee shall provide Licensor with written notice of any such occurrence in advance, indicating the new owner of the Control as well as the date on which such change becomes effective.
- 6.6 Termination Only as Provided. This Agreement may only be terminated as provided in accordance with its terms.
- 6.7 Final Audit, Final Report, and Final Payment. Any termination or expiration of this Agreement shall not prejudice Licensor's right to reports, payments and conduct an audit in accordance with the provisions of Articles 3 and 4, which shall survive. Furthermore, upon such expiration or termination, Licensee remains obligated to provide all reports, Compensation, and payments due Licensor for all royalties and other payments accrued prior to the date of termination or expiration, including interests accrued due to late payments.

7. Confidentiality

Each Party may disclose the existence of this Agreement including the identity 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 Person (for clarity, Affiliates of the Parties are not considered third Persons), except: (a) if such disclosure was done by Licensor in an aggregated or anonymized form; (b) if such disclosure was done by Licensor to third Persons under a non-disclosure obligation with Licensor; (c) as provided for in this Agreement or with the prior written consent of the other Party; (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, regulations, or governmental orders; (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) to a competent court, arbitral or mediation panel or competition authority for the purposes of establishing or opposing competition law or (F)RAND related defense(s) in the context of patent infringement, subject to there being safeguards in place to ensure the confidentiality of such information; (h) if disclosure is demanded by a subpoena, or by an order from a court or

governmental body, or otherwise during the course of litigation or as may be required by law, regulation, or order, 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 (i) if the information was or has become publicly available, in each case of (i), without improper means and without an obligation of confidentiality on the part of the disclosing Party or any Person from which such information was or is obtained.

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, 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.

<p>for Licensor:</p> <p>Sisvel International S.A.</p> <p>Att.: Wi-Fi MM Program Manager Immeuble Cubus C2 2, rue Peternelchen L-2370 Howald Grand Duchy of Luxembourg</p> <p>E-mail to: WiFiMM-PM@sisvel.com with cc: notice@sisvel.com</p>	<p>for Licensee:</p> <p>[_____]</p> <p>Att.: [_____] (Address) (City) (Country)</p> <p>E-mail to: example@email.com</p>
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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 scan copies of signed versions or electronically executed copies of this Agreement shall be sufficient to execute this Agreement and any communication and/or amendment, if any.

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 Law and Jurisdiction. The Agreement is governed by and construed in accordance with the laws of Germany and irrespective of any conflict of laws principle that might dictate a different governing law. The courts of Mannheim,

Germany, shall have exclusive jurisdiction for any and all disputes arising from or in connection with this Agreement.

- 8.5 Compliance with Laws. Licensee shall comply with all applicable laws, regulations, and governmental orders as of the effective date stated in the relevant law, regulation, or order, including any applicable Export Regulations and applicable tax withholding laws and regulations and shall not engage in any conduct that would cause Licensor or any Patent Owner to violate such laws, regulations, and orders. This sublicense is granted only to Sell, use and Make Licensed Products that do not violate such laws, regulations, and orders. For the avoidance of doubt and without limitation to the foregoing, Licensee is prohibited to Sell, use, Make, export or re-export, directly or indirectly, any Licensed Products from any place to the countries specified in EU Regulations 833/2014, 765/2006, 269/2014, and 2024/1745 and any amendments thereto for the duration of such regulations. Licensee shall itself be responsible for monitoring such laws, regulations, and orders for any such prohibitions or restrictions and shall follow any instructions Licensor may issue relating thereto. Licensee shall indemnify Licensor and Patent Owners, as applicable, from any expense or damage incurred by Licensor or the applicable Patent Owner, as applicable, resulting from Licensee's conduct that violates or is alleged to violate any such law, regulation, or order or resulting in a violation or alleged violation of any such law, regulation, or order by Licensor or any Patent Owner. This Section is an essential element of the Agreement.
- 8.6 No Circumvention of this Agreement; No Patent Laundering. The Parties agree not to act through or in conjunction with third Persons to circumvent or frustrate the purposes of this Agreement, and further agree not to structure future transactions where the effect of such transaction is to limit the licenses, rights, releases, covenants, or immunities provided for under this Agreement. The licenses and other rights conveyed herein are intended to cover only the *bona fide* Licensed Products of Licensee and Licensee Affiliates, and do not cover patent laundering activities such as activities that are undertaken for the purpose of improperly extending the rights to the products or activities of third Persons, which were not intended to be covered by this Agreement (including by means of setting up buy and sell back arrangements, business unit or product or technology divestitures that occur for the primary purpose of extending the rights granted hereunder to third Persons, and other similar sham arrangements).
- 8.7 No Assignment. This Agreement or any right or obligation thereof may not be assigned, transferred, or delegated by Licensee without Licensor's prior written consent.
- 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 with respect to the same.
- 8.9 General Severability. In the event that any provision of this Agreement is

rendered invalid, illegal, or otherwise unenforceable, then such provision shall be amended without materially altering the intention of the Parties and coming as close as possible to the economic reasoning of such provision, and the remainder of this Agreement shall remain in full force and effect, provided the intent of the Parties can be realized.

- 8.10 Trade names, trademarks, service marks. No rights or licenses of any kind or nature whatsoever are created hereunder to use any trade name, trademark or service mark owned by Sisvel, any Patent Owner, Licensee or any of their respective Affiliates, except that Licensee hereby consents to Sisvel listing Licensee's logo on Sisvel's website in accordance with such Licensee's reasonable branding guidelines.

[signature page follows]

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

Sisvel International S.A.

[_____]

Signature

Signature

Name

Name

Title

Title

Date

Date

Signature

Name

Title

Date

[remaining page left blank]

Exhibit A

LICENSEE AFFILIATES

N/A

Exhibit B

LICENSED PATENTS

Exhibit C

PRODUCT TYPES:

PRODUCT TYPE 1: FINISHED PRODUCTS

Product Type: Finished Products	Royalty Rate
<p>Any finished end-user product, including products sold as multiple pieces and including In-dash Products, but excluding Intermediate Products.</p> <p><u>“Intermediate Products”</u> means components and subassemblies of finished products sold as standalone items and not incorporated in such finished products at the time of sale, such as, without limitation, ASICs, chipsets, semiconductor components, embedded modules and firmware and protocol software.</p> <p><u>“ASICs”</u> 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, irrespective of it being a download, stream, push-service, hard disk or other form) which are designed to perform a particular function or functions.</p> <p><u>“In-dash Products”</u> means any finished end-user discrete device that is designed for a fixed connection and is readily connectable to the electrical systems of a motor vehicle without any substantial modification to such device; for the purposes of the above, “substantial modification” shall not include the final assembly by a vehicle manufacturer to add a user interface (Human-Machine Interface or HMI) or operation means for hide away installation which are connected to and operated by a separate head unit. For clarity: no Intermediate Product can be an In-dash Product.</p> <p>For the avoidance of doubt, to the extent any Finished Product incorporates two or more finished end-user products that provide wireless connectivity for devices that individually meet this definition herein, such a Finished Product shall be deemed as two or more Finished Products accordingly.</p>	<p>The following Royalty Rate(s) shall apply unless the Finished Product is an Enterprise Access Point, in which case the Royalty Rate(s) indicated in Product Type 2 below shall apply instead, as indicated therein.</p> <p>For Wi-Fi 7 Products:</p> <p>Compliant Rate: thirty-one US Dollar cents (USD 0.31) per unit</p> <p>Standard Rate: forty US Dollar cents (USD 0.40) per unit</p> <p>For Wi-Fi 6 Products:</p> <p>Compliant Rate: fourteen US Dollar cents (USD 0.14) per unit</p> <p>Standard Rate: eighteen US Dollar cents (USD 0.18) per unit</p>

PRODUCT TYPE 2: ENTERPRISE ACCESS POINTS

Product Type: Enterprise Access Point	Royalty Rate
<p>Any Finished Product, as described in Product Type 1 above, with enterprise grade performance, which provides wireless connectivity for devices and is intended and marketed for professional, business or commercial use in high density environments, such as:</p> <p style="padding-left: 40px;">indoor places including buildings, airports, hotels, factories, schools, universities, restaurants, hospitals, meeting places or convention centers;</p> <p style="padding-left: 40px;">outdoor places including residential areas, parks, commercial streets, scenic spots and any place where long-distance transmission is used.</p> <p>For the avoidance of doubt, Enterprise Access Point shall not include any Finished Product designed for, and whose intended market is, small office/home office and/or residential/personal consumer use, such as residential routers or personal hotspots.</p>	<p>For Wi-Fi 7 Products:</p> <p>Compliant Rate: sixty-two US Dollar cents (USD 0.62) per unit</p> <p>Standard Rate: eighty US Dollar cents (USD 0.80) per unit</p> <p>For Wi-Fi 6 Products:</p> <p>Compliant Rate: twenty-eight US Dollar cents (USD 0.28) per unit</p> <p>Standard Rate: thirty-six US Dollar cents (USD 0.36) per unit</p>