



## SISVEL WI-FI 6 SUBLICENSE AGREEMENT

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This sublicense agreement ("Agreement"), effective as of [date] ("Effective Date"), is entered into by and between **Sisvel International S.A.**, a company having its principal place of business at Immeuble Cubus C2, 2 rue Peternelchen, L-2370 Howald, Grand Duchy of Luxembourg ("Sisvel" or "Licensor") and **[Licensee's full corporate name]**, a company duly incorporated under the laws of the [country], having its principle place of office at [address] ("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;

WHEREAS, Licensor claims that certain of Licensee's Wi-Fi 6 Products infringe upon one or more of the claims of the Licensed Patents in the Licensed Field;

WHEREAS, Licensee desires to acquire a past release and non-exclusive future license to the Licensed Patents for its Wi-Fi 6 Products in the Licensed Field;

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 all Patent Owners at once, as subject to this Agreement.

NOW, THEREFORE, the Parties agree as follows:

### 1. Defined Terms

- 1.1 "Affiliate" means, with respect to any entity, any Person which is, directly or indirectly, Controlled by such entity, Controlling such entity or under joint Control with such entity, 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 "Compensation" means the overall payment due by Licensee as per Section 3.1 for the rights granted to it under the Licensed Patents for the Wi-Fi 6 Products in the Licensed Field in accordance with this Agreement.
- 1.4 "Compliant Rate" means the reduced royalty rate applicable per Wi-Fi 6 Product in case Licensee is in full compliance with its obligations under this Agreement. Full compliance means, in particular but not limited to, Licensee having submitted all relevant royalty statements timely, having fulfilled its relevant



payment obligations in connection with such statements, and such royalty statements are true, complete and accurate in every respect.

- 1.5 “Control” means, with respect to a Person, any entity directly or indirectly holding (i) more than fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors of an entity; (ii) holding the ability to appoint or elect more than fifty percent (50%) of the board of directors (or persons exercising similar functions at any meeting representing all shareholders, parties, members, or other equity holders of an entity); or (iii) in the case of an entity without a governing body equivalent to a board of directors, holding an economic or other interest carrying the right to receive more than fifty percent (50%) of the profits of the entity.
- 1.6 “Export Regulations” shall mean any laws or regulations relating to economic or financial, trade, shipping or other sanctions, export controls, trade embargoes or restrictive measures that are from time to time imposed and/or administered by the United States, the European Union and its Member States, the United Kingdom, or any other relevant jurisdiction, or the respective governmental institutions and agencies of the foregoing.
- 1.7 “Extended Term” means the term after the Initial Term as further defined in Section 6.1.
- 1.8 “Have Made” means the right to have a product made by a third party for the sole use and benefit of Licensee and/or Licensee Affiliate(s) (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’s Affiliate(s). For the avoidance of doubt, such Have Made Producer shall not be allowed to Sell Have Made products to parties other than Licensee and/or Licensee Affiliate(s) neither directly nor through Licensee and/or any of Licensee Affiliate(s).
- 1.9 “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 that conform to or practices



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BETWEEN SISVEL AND [LICENSEE]  
[DATE]

all or any part of the Wi-Fi 6 Standard or that enables products to make use of the Wi-Fi 6 Standard. For clarity, Licensed Field explicitly does not include any additional functionality that conforms to or practices other standards than the Wi-Fi 6 Standard, such as but not limited to, 2G, 3G, 4G, 5G and any IEEE 802.11 standards published after the Wi-Fi 6 Standard.)

- 1.13 “Licensed Patents” means any Wi-Fi 6 Essential Patent which is or has been (i) identified in the illustrative list of **Exhibit B**, and/or (ii) Held by a Patent Owner on October 22, 2021.
- 1.14 “Make”, “Made” or any variation of such term means make, Have Made, develop, import and/or re-import products.
- 1.15 “Necessary Records” means the documentation described in Section 4.4.
- 1.16 “Past Release” means Wi-Fi 6 Products Made by or for and Sold by Licensee, and/or Persons that are Licensee Affiliates on the Effective Date, in the Territory before the Effective Date.
- 1.17 “Patent” means any patent and patent application (including claims of licensable patent applications), whether or not divisions, continuations, continuations-in-part, re-examinations, reissues, renewals, and extensions thereof and any counterparts claiming priority therefrom, and like statutory rights, excluding any and all design patents and design patent applications.
- 1.18 “Patent Owner” means, each, SK Telecom Co., Ltd. and Wilus Inc.
- 1.19 “Person” means an individual or a corporation, trust, partnership, limited liability company, joint venture, unincorporated organization, or other entity.
- 1.20 “Post-Term Units” means Wi-Fi 6 Products Made and Sold by Licensee or Licensee Affiliates after the Term.
- 1.21 “Pre-Existing Partial License” means a license, cross-license, sublicense, or any other grant of rights or agreement to Make and/or Sell certain Wi-Fi 6 Products limited to the Licensed Field, under Licensed Patents Held by a Patent Owner, as well as any covenant or standstill, and any such agreement being 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 Wi-Fi 6 Products are licensed under such agreement. Effects of a Pre-Existing Partial License are set forth in Sections 2.3 and 3.2.
- 1.22 “Royalty Rate” means the applicable reference royalty rate per unit of the respective Wi-Fi 6 Product, which is either the Standard Rate or the Compliant



Rate.

- 1.23 “Sale”, “Sell”, “Sold” or any similar variation of such term means export, offer to sell, sell, distribute, lease and/or otherwise dispose of products.
- 1.24 “Standard Rate” means the standard royalty rate applicable per Wi-Fi 6 Product (i) to the Past Release as described in Section 2.1 herein below and (ii) in case Licensee is not in full compliance with its obligations under this Agreement. 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.
- 1.25 “Term” means the term as described in Article 6 of this Agreement.
- 1.26 “Territory” means worldwide, however, limited to the scope of territorial protection of each of the Licensed Patents.
- 1.27 “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.
- 1.28 “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, strictly limited to the Licensed Field, which uses one or more of the Licensed Patents, which conforms to or practices all or any part of the Wi-Fi 6 Standard.
- 1.29 “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.

## **2. Release and License**

- 2.1 Past Release. Subject to Licensee’s full compliance with the obligations set forth in this Agreement, 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 for Past Release. The release set



forth herein-above is limited to Wi-Fi 6 Products provided by or for Licensee, and/or Persons that are Licensee Affiliates on the Effective Date, and insofar extends to their successors as well as any downstream customers or end-users. 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 Past Release, 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 to Make and/or Sell Wi-Fi 6 Products under the Licensed Patents within the Licensed Field 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. The Pre-Existing Partial License will be taken into consideration when determining the Consideration, as specified in Section 3.2.

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

- 3.1 Compensation. Licensee shall make the following non-refundable and non-recoupable payments to Licensor 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: [...]
- 3.1.2 Present and Future Use. For Wi-Fi 6 Products Made and/or Sold by Licensee and/or Licensee Affiliates during the Term, Licensee shall pay running royalties for each Wi-Fi 6 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 within fifteen (15) days from receipt of the respective invoice from Licensor, which Licensor may send (i) as of the Effective Date for the Past Release per Section 3.1.1; and (ii) on or after the date on which Licensor received the respective report in accordance with Article 4 for Wi-Fi 6 Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates during the Term per Section 3.1.2.



- 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”), in as far 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 Wi-Fi 6 Products for the Licensed Field.
- 3.3 Licensee’s Supplier; Exhaustion. If Licensee or any Licensee Affiliate purchases or otherwise obtains Wi-Fi 6 Products from a third party that is licensed by Licensor or all of the Patent Owners to Make and/or Sell Wi-Fi 6 Products under the Licensed Patents in the Licensed Field and such third party has provided Licensor with a written declaration stating that it will be responsible for paying the royalties for such Wi-Fi 6 Products, prior to such Wi-Fi 6 Product 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 Sells Wi-Fi 6 Products to a third party that is licensed by Licensor or all of the Patent Owners to Make and/or Sell Wi-Fi 6 Products under the Licensed Patents in the Licensed Field and such third party: (a) is a licensee in good standing of Licensor or all of the relevant Patent Owners and has fulfilled all of its obligations under such license at the time Licensee Sells said Wi-Fi 6 Products to it; and (b) provides Licensor with a written declaration stating that it will be responsible for paying the royalties for such Wi-Fi 6 Products prior to such Wi-Fi 6 Products being Sold to that third party by Licensee; and (c) timely pays all the relevant due royalties on such Wi-Fi 6 Products to Licensor or all Patent Owners, as the case may be; then, subject to written confirmation by Licensor, Licensee shall have no royalty obligation for such products. For clarity, in case Licensee’s or any of Licensee Affiliates’ customer is licensed but has not paid royalties for Wi-Fi 6 Products Made for and/or Sold to him by Licensee or any of Licensee Affiliates, Licensee’s responsibility to pay the respective royalties to Licensor under this Agreement with respect to such Wi-Fi 6 Products still applies.
- 3.5 No Double Charges. Pre-existing agreements related to one or more of the Licensed Patents for Wi-Fi 6 Products in the Licensed Field will be taken into account 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.

#### **4. Reporting**

- 4.1 Reporting Details. Upon signature, Licensee shall provide Licensor with a royalty statement indicating, separately for each Approved Product Type, the number of units of Licensed Products Made by or for and Sold by Licensee and/or Licensee Affiliates before the Effective Date. Beginning with the calendar quarter of the Effective Date and within the calendar month following the end of each applicable calendar quarter, Licensee shall provide Licensor with a full statement indicating, separately for each Approved Product Type, the number of units of Wi-Fi 6 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 reports, which shall include, for each shipment or delivery of the relevant Wi-Fi 6 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 [WiFi6\\_WilusPortfolio.reporting@sisvel.com](mailto:WiFi6_WilusPortfolio.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 Reporting and Documentation for Pre-Paid Royalties. Although no royalties are due by Licensee pursuant to Section 3.2 through 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 that Licensee and/or Licensee Affiliates Made for and/or Sold to and/or purchased from a third party licensed under the Licensed Patents for such Wi-Fi 6 Products in the Licensed Field. 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 listed in such royalty statement was Sold to and/or purchased from a licensed third party.



If Licensee fails to provide Licensor with such documentation within thirty (30) days of Licensor's request, Licensor has to assume that the relevant Wi-Fi 6 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 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 Necessary Records. 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 showing the relationship of Licensee and all Licensee Affiliates and all production, purchases, stocks, deliveries, technical specifications of all Wi-Fi 6 Products, and sales records related to Wi-Fi 6 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 Wi-Fi 6 Products, shall be maintained for five (5) years after the expiration of the Term.

4.5 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 actually Made and/or Sold during the Term in comparison to the amounts reported as Made and/or Sold according to Section 4.1. Licensor shall give Licensee written notice of such audit at least five (5) days prior to the audit. Any audit under this Section 4.5 shall be conducted by an independent certified public accountant or equivalent ("Auditor") selected by Licensor and reasonably agreeable to Licensee. It shall be a material breach of this Agreement for Licensee and/or a Licensee Affiliate to fail to cooperate with the Auditor and/or to fail to provide the Auditor with all Necessary Records requested by the Auditor.

4.6 Audit Costs. The cost of any audit under Section 4.5 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 that is greater than three percent (3%) of the number of Wi-Fi 6 Products reported by Licensee or Licensee Affiliates in any of the quarterly royalty statement during the period to which the audit refers; (ii) the audit identifies one or more Licensee Affiliates involved in the Making and/or Selling of Wi-Fi 6 Products which are not listed in **Exhibit A**; (iii) Licensee has failed to submit any royalty statements by their due date, as per this Article 4, in respect of the period to which the audit relates; and/or (iv) Licensee or any Licensee Affiliate refuses or obstructs the audit, or the Auditor reports that Licensee or any Licensee Affiliate has refused or obstructed the audit, such as, for example, by refusing to supply all Necessary Records requested by the Auditor.





## 5. Representations and Warranties

- 5.1 Licensor's 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, (ii) it does not contemplate filing any voluntary petition, and (iii) it does not have reason to believe that an involuntary petition will be filed against it in the foreseeable future; and (b) that all reports and information provided to Licensor have been and will be accurate, true and complete
- 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; (b) 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 Exhaustive List of Representations. Other than the express warranties set forth in this Article 5, the Parties make NO OTHER REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED.

## 6. Term and Termination

- 6.1 Initial Term and Term. This Agreement is effective as of the Effective Date and shall be in 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. The Initial Term of this Agreement shall automatically be extended for subsequent periods of five (5) years each after the expiration of the



Initial Term ("Extended Term"), unless a Party provides written notice of termination to the other Party no later than six (6) months before expiration of the then current five (5) year period.

- 6.3 Cure Period. In the event Licensee fails to report royalties, provide due assistance and/or make payment for any due amounts, Licensee shall have thirty (30) days to remedy such failure, of which failure Licensor shall provide notice, before such failure is considered 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 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.

## **7. Confidentiality**

Each Party may disclose the existence of this Agreement and the relevant technology licensed under this Agreement but shall keep the terms and conditions of this Agreement and any information exchanged by the Parties in its execution confidential and shall not disclose any of the above to any third party (for clarity, Affiliates of the Parties are not considered third parties), except: (a) if such disclosure was done by Licensor in an aggregated or anonymized form; (b) if such disclosure was done by Licensor to Patent Owners 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 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) 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 as may otherwise be required by law or regulation, however, if legally possible, subject to protective order or written



agreement between counsels that such disclosure shall be limited to “Attorneys’ Eyes Only”, (or, in the case disclosure is pursuant to a protective order, such protective order shall provide, to the extent practicable, that any disclosure under a protective order would be protected under an “Attorneys’ Eyes Only” or higher confidentiality designation); or (i) if the information has become publicly available without a breach of confidentiality of any of the Parties or their Affiliates.

**8. Miscellaneous**

8.1 Communication Details. Any communication, including notices, relating to this Agreement shall be made in the English language, and sent either by e-mail, certified mail with return receipt requested, or by overnight delivery by commercial or other service which can verify delivery to the following addresses, and such communication shall be effective as of the date it is received by the other Party. Each Party shall notify the other Party in writing of any change in the communication information contained in this Section 8.1 within fifteen (15) calendar days of such change.

for Licensor:  <b>Sisvel International S.A.</b>  Att.: Wi-Fi 6 Program Manager Immeuble Cubus C2 2, rue Peternelchen L-2370 Howald Grand Duchy of Luxembourg  E-mail to: <a href="mailto:WiFi6-licensing@sisvel.com">WiFi6-licensing@sisvel.com</a> with cc: <a href="mailto:notice@sisvel.com">notice@sisvel.com</a>	for Licensee:  <b>[Licensee Name]</b> <b>[Licensee Address]</b>        E-mail to: [...]
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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 and regulations as of the effective date stated in the relevant law or regulation, including any applicable Export Regulations and applicable tax withholding laws and regulations and shall not engage in any conduct that would cause Licensor or any Patent Owner to violate such laws and regulations. This sublicense is granted only to Sell, use and Make Wi-Fi 6 Products that do not violate such laws and regulations. For the avoidance of doubt and without limitation to the foregoing, Licensee is prohibited to Sell, use, Make, export or re-export, directly or indirectly, any Wi-Fi 6 Products from any place to the countries specified in EU Regulations 833/2014, 765/2006, 269/2014, and 2024/1745 and any amendments thereto. Licensee shall itself be responsible for monitoring such laws and regulations for any such prohibitions or restrictions and shall follow any instructions Licensor may issue relating thereto. Licensee shall indemnify Licensor and any Patent Owner from any expense or damage resulting from Licensee's conduct that violates or is alleged to violate any such law or regulation or resulting in a violation or alleged violation of any such law or regulation by Licensor or any Patent Owner. This Section is an essential element of the Agreement.
- 8.6 No Assignment. This Agreement or any right or obligation thereof may not be assigned by Licensee without Licensor's prior written consent.
- 8.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and replaces any prior oral or written agreements between the Parties involving the same.
- 8.8 Severability Clause. In the event that any provision of this Agreement is deemed by an authority of a competent jurisdiction or by agreement of the Parties to be invalid, illegal, or otherwise unenforceable under the laws or regulations applicable under Section 8.4, then such provision(s) shall be amended to conform to such laws or regulations if such amendment can be effected without materially altering the intention of the Parties and coming as close as possible to the economic reasoning of the invalid, illegal or otherwise unenforceable provision; such provision shall otherwise be deemed deleted and the remainder of the Agreement shall remain in full force and effect provided the intent of the Parties can be realized.

*[signature page follows]*



WI-FI 6 SUBLICENSE AGREEMENT  
BETWEEN SISVEL AND [LICENSEE]  
[DATE]

**Sisvel International S.A.**

**[Licensee's full corporate name]**

\_\_\_\_\_  
Name: Thomas Heinz Hartmann  
Title: Director

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

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

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

\_\_\_\_\_  
Name: Matteo Maria Morroi  
Title: Director

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

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**Exhibit A**

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**LICENSEE AFFILIATES**

[...]



**Exhibit B**

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**LICENSED PATENTS**

[...]



**Exhibit C**

**WI-FI 6 PRODUCT TYPES:**

**PRODUCT TYPE 1: FINISHED PRODUCTS**

<b>Product Type: Finished Products</b>	<b>Royalty Rate</b>
<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 conforms to or practices all or any part of the Wi-Fi 6 Standard and 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>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 <b>Product Type 2</b> below shall apply instead, as indicated therein.</p> <p>Standard Rate: EUR 0.17 (seventeen Eurocents)</p> <p>Compliant Rate: EUR 0.13 (thirteen Eurocents)</p>





**PRODUCT TYPE 2: ENTERPRISE ACCESS POINTS**

<b>Product Type: Enterprise Access Point</b>	<b>Royalty Rate</b>
<p>Any Finished Product, as described in <b>Product Type 1</b> 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>indoor places including buildings, airports, hotels, factories, schools, universities, restaurants, hospitals, meeting places or convention centers;</p> <p>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>Standard Rate: EUR 1.02 (one Euro and two Eurocents)</p> <p>Compliant Rate: EUR 0.78 (seventy-eight Eurocents)</p>