

## WILUS CELLULAR PORTFOLIO – PATENT SUBLICENSE AGREEMENT BETWEEN SISVEL AND [LICENSEE SHORT NAME]

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This Patent Sublicense 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 Immeuble Cubus C2, 2, rue Peternelchen, L-2370 Howald, Grand Duchy of Luxembourg (“Sisvel” or “Licensor”) and [Licensee complete name], a company duly incorporated under the laws of [Licensee Incorporation State], having its registered office at [Licensee address] (“Licensee short name” or “Licensee”) (individually, a “Party” and collectively, the “Parties”).

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

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

WHEREAS, Licensee desires to acquire a non-exclusive license and release under such Licensed Patents for the Licensed Products in the Licensed Field on the terms set forth herein; and

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the Parties as set forth herein the Parties agree as follows:

### 1. Defined Terms

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- 1.1 “4G Standard” means each of the (i) orthogonal frequency division multiplexing based LTE standards as promulgated (i.e., adopted and published) by ETSI, 3GPP, and/or relevant regional standardization bodies such as ETSI, ARIB, TTC, and CCSA, and/or their respective successors (including all 3GPP versions from Release 8 and thereafter), including without limitation, LTE, LTE-Advance, TD-LTE, LTE-Advanced Pro, LTE-SAE and irrespective of the transmission medium, frequency band or duplexing scheme; (ii) updates and evolutions in respect of such standard specifications identified in (i) above (including, without limitation, the LTE IoT Standard and its 4G evolutions with LTE Release 15); and (iii) MulteFire standard as promulgated (i.e., adopted and published) by the MulteFire Alliance. The “4G Standard” according to this Agreement does not include any audio including voice or video codec that may be referenced in such 3GPP specifications. For the avoidance of doubt, the 4G Standard does not include, e.g., Advanced Audio Coding (AAC), Enhanced Voice Services (EVS), High Efficiency Video Coding (HEVC), or Versatile Video Coding (VVC) and their evolutions and/or any updates, evolutions, enhancements and/or portions that are part of the 5G Standard or any wireless standards considered by the industry to be beyond the 5G Standard (e.g., 6G or sixth generation standard).
- 1.2 “5G Standard” means (i) any specification produced by 3GPP as part of release 15 and future releases, insofar as they are labeled as Fifth Generation (5G) by 3GPP (including in particular all specifications of series 38); (ii) any feature described in any specification listed in 3GPP TS 21.205, to the extent that they are mandatorily or optionally part of systems that are classified

as 5G by 3GPP; and (iii) sections of normative reference to non-3GPP standards required for compliance with 3GPP specifications (i.e. IETF specifications or MPEG specifications). The “5G Standard” according to this Agreement does not include any audio including voice or video codec that may be referenced in such 3GPP specifications. For the avoidance of doubt, the 5G Standard does not include, e.g., Advanced Audio Coding (AAC), Enhanced Voice Services (EVS), High Efficiency Video Coding (HEVC), or Versatile Video Coding (VVC) and their evolutions and/or any updates, evolutions, enhancements and/or any wireless standards considered by the industry to be beyond the 5G Standard (e.g., 6G or sixth generation standard).

- 1.3 “Affiliate” means, with respect to any Person, a Person who Controls such Person, is Controlled by such Person or is under common Control with such Person, but only for as long as such Control exists.
- 1.4 “ASICs” means application specific integrated circuit chips and integrated circuit chipsets (including the specifications thereof, hardware, firmware and/or associated software that runs within such chips or chipsets) that are designed to perform a particular function or functions.
- 1.5 “Assert” or “Assertion” means to commence, file, participate in or pursue any patent infringement lawsuit or other proceeding for the resolution of a controversy concerning patent infringement in any jurisdiction in the world, whether created by a claim, a counterclaim, or otherwise, in the broadest sense, in whatever form, administrative, judicial, arbitral, or otherwise, and the filing of a complaint with any Governmental Authority (including any proceeding in the United States International Trade Commission).
- 1.6 “Cellular Standard(s)” means the 4G Standard and/or 5G Standard(s).
- 1.7 “Change of Control” means (i) an acquisition of more than fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors or similar managing authority of Licensee, (ii) a merger or similar transaction involving Licensee in which the outstanding stock or other voting rights entitled to elect directors or similar managing authority of Licensee owned by the owner of such stocks or rights prior to such merger or similar transaction do not represent more than fifty percent (50%) of such stocks or rights of the surviving entity thereafter, or (iii) the sale of substantially all of the assets of Licensee.
- 1.8 “Compensation” means the payments set forth in Section 3.1.
- 1.9 “Control” or “Controlled” means directly or indirectly (i) holding more than fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors or similar managing authority of an entity; (ii) holding the ability to appoint or elect more than fifty percent (50%) of the board of directors (or persons exercising similar functions at any meeting representing all shareholders, parties, members, or other equity holders of an entity); or (iii) in the case of an entity without a governing body equivalent to a board of directors, holding an economic or other interest carrying the right to receive more than fifty percent (50%) of the profits of



the entity.

- 1.10 “Essential Patent(s)” means any patent(s) that, under applicable law, includes at least a claim that (i) is either necessarily infringed (in the absence of a (sub)license) or the practice of which, as a practical matter, cannot be avoided in remaining compliant with one or more of the Cellular Standard(s) or in practicing any portion of one or more of the Cellular Standard(s) and/or (ii) would be deemed essential under the applicable IPR policy of 3GPP or its successor; and/or (iii) such patent has been declared or otherwise held out by Wilus, as applicable, as essential to one or more of the Cellular Standard(s).
- 1.11 “Extended Term” means the term after the Initial Term as further defined in Section 6.2.
- 1.12 “Have Made” means the right to have a product substantially designed by Licensee or Licensee Affiliate to be made by a third Person for the sole use and benefit of Licensee and/or Licensee Affiliate(s) exercising such Have Made right (the third Person being the “Have Made Producer”), provided that such products have been made by the Have Made Producer solely for the resale by Licensee and/or Licensee Affiliate(s), and excluding each and every product that is resold by Licensee and/or Licensee Affiliate(s) to the Have Made Producer, its Affiliate(s), any Person to which the Have Made Producer is an Affiliate or any Person on behalf of the Have Made Producer or its Affiliate(s). For the avoidance of doubt, such Have Made Producer shall not be allowed to Sell Have Made products to Persons other than Licensee and/or Licensee Affiliate(s) either directly or through Licensee and/or any of Licensee Affiliate(s).
- 1.13 “Hold” or “Held” with respect to any Patent means possession of the right to grant a license or a sublicense by the relevant entity for the Licensed Products within the Licensed Field at any time during the Term.
- 1.14 “Initial Term” means the period as described in Section 6.1.
- 1.15 “Intermediate Products” means components and subassemblies of Licensed Products sold as standalone items and not incorporated in Licensed Products at the time of sale, such as, without limitation, ASICs, chipsets, semiconductor components, embedded modules and firmware, and software components.
- 1.16 “Licensee Affiliate(s)” means any Person, which is on or after the Effective Date, an Affiliate of Licensee. Licensee Affiliates include, as of the Effective Date, the Person(s) listed in **Exhibit A**.
- 1.17 “Licensed Field” means only the functionality or portion implementing such functionality within a Licensed Product that conforms to or practices all or any part of the Cellular Standards. For clarity: No rights shall be granted under the Licensed Patents with regard to any other standard(s), function(s) or feature(s) other than the Cellular Standards even though the Licensed Patents may also be relevant to such other standard(s), function(s) or feature(s).



- 1.18 “Licensed Patents” means any Essential Patent that is or has been Held by Wilus at any time during the Term, including but not limited to those listed in **Exhibit B**.
- 1.19 “Licensed Products” means products that are primarily designed as user equipment and conform to or practice all or any part of the Cellular Standards. Licensed Products are limited to consumer electronics such as, but not limited to, phones, smartphones, feature phones, mobile telephones, handheld devices, point of sale devices, personal computers, tablets, e-readers, display frames, televisions and set-top boxes, and USB sticks and/or other PC cards and/or dongles granting cellular connection to the aforementioned devices. Licensed Products, without limitation to the aforementioned, include knocked-down kits of a Licensed Product but exclude: (i) Intermediate Products, (ii) network equipment, (iii) telematic control units (TCU), and (iv) vehicles for moving people or products on land, water, or air.
- 1.20 “Make”, “Made” or any variation of such term means make, Have Made, practice, develop, import and/or re-import products.
- 1.21 “Necessary Records” means the documentation described in Section 4.5.
- 1.22 “Past Use” means Licensed Products Sold by Licensee or Licensee Affiliates prior to the Effective Date, limited to the volumes of Licensed Products listed in **Exhibit C**.
- 1.23 “Patent” means any patent or patent application (whether or not divisions, continuations, continuation-in-part, continuing prosecution applications, reissues, reexaminations, renewals, and extensions thereof and any counterparts claiming priority to or therefrom), and like statutory rights, excluding any and all design patents and design patent applications.
- 1.24 “Person” means an individual or a corporation, trust, partnership, limited liability company, joint venture, unincorporated organization, or other entity.
- 1.25 “Royalty Report” means the documentation described in Section 4.1.
- 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 Licensed Products to a third Person, regardless of compensation, if any, or the putting into use of a Licensed Product by Licensee or any Licensee Affiliate. A Licensed Product shall be deemed to have been Sold at the latest upon the earlier of invoicing, shipping or putting into use of such Licensed Product.
- 1.27 “Term” means the period as described in Article 6 of this Agreement.
- 1.28 “Wilus” means Wilus Inc., an organization created under the laws of Korea with an office at 5th Fl., 216 Hwangsaetul-ro Bundang-gu, Seongnam-si, Gyeonggi-do 13595, Korea, and any entities that are Controlled by Wilus Inc., but only for as long as such Control exists.

## 2. Grant of License

- 2.1 Release for Past Use. Subject to Licensee’s full compliance with the payment obligations set



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

- 2.2 License Grant. Subject to Licensee's full compliance with the obligations set forth in this Agreement, including the payment obligations set forth in Section 3.1, Licensor hereby grants to Licensee and Licensee Affiliates, a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-bearing license under the Licensed Patents within the Licensed Field to Make and/or Sell Licensed Products, including the use of such Made and/or Sold Licensed Products, during the Term.
- 2.3 No Laundering. The right and license granted to Licensee and its Affiliates hereunder are intended to cover only *bona fide* products of Licensee Affiliates and do not cover any activity of or arrangement with any third Person for the primary purpose of extending rights under the Licensed Patents to such third Person or to cover such third Person's products.
- 2.4 No Implied License. Notwithstanding the above, all rights not expressly granted by Licensor are hereby expressly reserved. No implied licenses are granted or intended under the Licensed Patents and the Parties agree that the licenses and other rights granted hereunder are limited to those expressly stated under Section 2.1 and Section 2.2 and no rights shall be granted under the Licensed Patents with regard to any other standard(s), function(s) or feature(s) other than the Cellular Standards even though the Licensed Patents may also be relevant to such other standard(s), function(s) or feature(s).

### 3. Payment

- 3.1 Compensation. In consideration for the licenses, releases and/or rights granted to Licensee by Licensor under this Agreement, Licensee hereby agrees to make the following non-refundable and non-recoupable payments to Licensor, without any deduction whatsoever, whether for bank transmission charges or otherwise, within thirty (30) days of Licensee's receipt of the respective invoice from Licensor:

- 3.1.1 For Release. Licensee shall pay the following lump sum: [lumpsum in letters] US Dollars ([lumpsum in figures USD])



3.1.2 For License. Licensee shall pay:

3.1.2.1 The royalty amount payable pursuant to Section 3.1.2.2 below for each calendar quarter(s) during the Term beginning with the calendar quarter that includes the Effective Date; and

3.1.2.2 Nine US Dollar cents (USD 0.09) for each Licensed Product Made and/or Sold by Licensee and/or Licensee Affiliates in the preceding calendar quarter during the Term, as reported by Licensee to Licensor in accordance with Article 4.

For the avoidance of doubt, unreported Licensed Products are considered unlicensed and the timely payment of any invoice amount pursuant to this Section 3.1 is a material obligation of Licensee. If Licensee fails to make such payment when due, Licensor shall have the right to terminate this Agreement subject to the terms of Article 6.

3.2 Costs, Taxes and Bank Charges. All costs, stamp duties, taxes and other similar levies arising from or in connection with this Agreement shall be borne by Licensee. In the event the government of a country imposes any taxes on payments made by Licensee to Licensor hereunder and requires Licensee to withhold such tax from such payments, as defined in any applicable double taxation treaty, Licensee may deduct such tax from such payments if such withheld tax is within the scope of applicable double taxation treaties. In such an event, Licensee shall promptly provide Licensor with tax receipts issued by the relevant tax authorities to enable Licensor to support a claim for credit against taxes which may be payable by Licensor and to enable Licensor to document, if necessary, its compliance with tax obligations in any applicable jurisdiction. The Parties commit to assist and support each other upon reasonable request of the other Party in any call for declarations, documents, or details pertaining to this Agreement to satisfy tax authorities and the payment of any due taxes or recovery of reasonably available tax credits.

3.3 Bank Details. The Compensation shall be paid in U.S. Dollars by wire transfer of immediately available funds to a bank account to be designated in writing by Licensor.

3.4 No Set-Off. Licensee agrees and acknowledges that it has no right to, and shall not attempt to, set off amounts claimed to be owed based on any claim that it has or may have in the future against Licensor or any of its Affiliates against amounts owed hereunder.

#### 4. Reporting

4.1 Reporting Details. Beginning with the calendar quarter that includes the Effective Date and within the calendar month following the end of each applicable calendar quarter, Licensee shall provide Licensor with a full statement of Licensed Products Made and/or Sold by Licensee and/or Licensee Affiliates during the previous calendar quarter ("**Royalty Report**"). Licensor shall provide an electronic form to Licensee for such Royalty Reports, which shall include: (i) the total number of units of Licensed Products Made and/or Sold by Licensee and/or Licensee Affiliates in the preceding calendar quarter and (ii) the following details for



each shipment or delivery of the relevant Licensed Products: (a) the model number, (b) a brief description of the product or product type, (c) the brand or trademark on the product, (d) the full name of the customer, (e) the country of Sale, (f) the full name of the Have Made Producer (or the direct supplier, as the case may be), if any, (g) the country of manufacture, and (h) the country/countries of Sale. Licensee shall submit the Royalty Report in accordance with this Section 4.1 in the electronic form and file type specified by Licensor via e-mail to the address [MC.reporting@sisvel.com](mailto:MC.reporting@sisvel.com). Upon request from Licensor, Licensee shall render to Licensor the above Royalty Report in electronic format through an extranet or other internet website established for such purpose by Licensor.

- 4.2 Licensee's Supplier. If Licensee or any Licensee Affiliate purchases or otherwise obtains Licensed Products from a third Person that claims to be licensed by Licensor or Wilus to Make and/or Sell Licensed Products under the Licensed Patents in the Licensed Field then, subject to written confirmation by Licensor, Licensee shall have no royalty payment obligation for such products, subject to the following conditions: (i) that such third Person is indeed a licensee in good standing of Licensor or Wilus, as applicable and (ii) Licensee can provide written evidence to Licensor confirming the existence and scope of the rights granted to the Supplier or an upstream supplier of such Supplier leading to a full exhaustion of the rights with respect to the Licensed Patents.
- 4.3 Licensee's Customer. If Licensee or any Licensee Affiliate Sells Licensed Products to a third Person that claims to be licensed by Licensor or Wilus to Make and/or Sell Licensed Products under the Licensed Patents in the Licensed Field and such third Person: (i) is a licensee in good standing of Licensor or Wilus, as applicable, (ii) has timely fulfilled all of its royalty payment obligations under such license at the time Licensee Sells such Licensed Products to it; and (iii) has provided Licensor with a sworn written declaration stating that it will be responsible for paying the royalties for such Licensed Products prior to such Licensed Products being Sold to that third Person by Licensee or a Licensee Affiliate; then, subject to written confirmation by Licensor, Licensee shall have no royalty obligation for such products.
- 4.4 Confidential Royalty Reports. Licensor shall not disclose to any third Person the Royalty Reports provided by Licensee or Licensee Affiliates under this Agreement as per Article 7.
- 4.5 Necessary Records. Licensee and Licensee Affiliates shall keep and maintain accurate, complete and detailed books and records in paper and electronic form including, but not limited to, all books and records and organization charts showing the relationship of Licensee and all Licensee Affiliates, and all production, purchases, stocks, deliveries, and technical specifications of all Licensed Products, sales records related to Licensed Products, and underlying documents used to prepare the Royalty Reports, which are necessary for an Auditor (as defined in Section 4.6), in such Auditor's sole opinion, to verify the fees paid and/or payable under this Agreement (all books and records collectively referred to as "Necessary Records"). Necessary Records pertaining to a particular royalty reporting period, including Necessary Records relating to the Making and/or Selling of any Licensed Products, shall be maintained for five (5) years after the expiration of the Term.



- 4.6 **Audit Right.** Licensor shall have the right to audit Licensee's and Licensee Affiliates' Necessary Records once per calendar year for verification of the amount of Licensed Products actually Made and/or Sold during the Term in comparison to the amounts reported as Made and/or Sold according to this Article 4. Licensor shall give Licensee written notice of such audit at least five (5) days prior to the audit. All such audits shall be conducted at Licensee's facility (or such other place as determined by the Auditor, e.g. virtually) during reasonable business hours. Any audit under this Section 4.6 shall be conducted by an independent certified public accountant or equivalent ("Auditor") selected by Licensor. It shall be a material breach of this Agreement for Licensee and/or a Licensee Affiliate to fail to fully and timely cooperate with the Auditor and/or to fail to provide the Auditor with all Necessary Records requested by the Auditor. In the event that the audit reveals that Licensee has underpaid royalties, Licensee shall pay the royalties and, if Licensee has underpaid royalties by more than or equal to three percent 3%, Licensee shall also pay interest, compounded monthly, at the rate of the lesser of one percent (1%) per month (or part thereof) or the highest interest rate permitted to be charged by Licensor under applicable law, for the Licensed Products exceeding the number of Licensed Products reported and paid for by Licensee.
- 4.7 **Audit Costs.** The costs of any audit under Section 4.6 shall be at the expense of Licensor; provided, however, that Licensee shall bear the entire costs of the audit, without prejudice to any other claim or remedy that Licensor may have under this Agreement or under applicable law, if: (i) the audit reveals a discrepancy that is greater than three percent (3%) of the number of Licensed Products reported by Licensee or Licensee Affiliates in any of the quarterly Royalty Reports during the period to which the audit refers; (ii) the audit identifies one or more Licensee Affiliates involved in the Making and/or Selling of Licensed Products which are not listed in Licensee's reports; (iii) Licensee has failed to submit any Royalty Reports by their due date, pursuant to Section 4.1, with respect to the period to which the audit relates; and/or (iv) Licensee or any Licensee Affiliate refuses or obstructs the audit, or the Auditor reports that Licensee or any Licensee Affiliate has refused or obstructed the audit, such as, for example, by refusing to supply all Necessary Records requested by the Auditor.

## 5. **Representations and Warranties**

- 5.1 **Licensor's Representations and Warranties.** Licensor represents and warrants that it has the full legal authority, power, and right to enter into this Agreement and to grant Licensee and Licensee Affiliates the rights, privileges, and releases set forth herein. Notwithstanding the foregoing, Licensor shall have no obligation to maintain or prosecute Licensed Patents.
- 5.2 **Disclaimers and Limitations.** NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED, EXPRESSED OR IMPLIED, AS: (I) A WARRANTY OR REPRESENTATION BY LICENSOR AS TO THE VALIDITY OR SCOPE OF ANY OF THE LICENSED PATENTS; (II) A WARRANTY OR REPRESENTATION BY LICENSOR THAT ANYTHING MADE AND/OR SOLD UNDER ANY RIGHT GRANTED IN THIS AGREEMENT IS FREE FROM INFRINGEMENT OR WILL NOT INFRINGE, DIRECTLY, CONTRIBUTORILY, BY INDUCEMENT OR OTHERWISE, UNDER THE LAWS OF ANY COUNTRY, ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT THAT IS NOT A LICENSED PATENT AND IT SHALL BE THE SOLE RESPONSIBILITY OF THE LICENSEE TO MAKE SUCH DETERMINATION AS IS NECESSARY WITH RESPECT TO THE ACQUISITION OF LICENSES UNDER





ANY OTHER PATENTS OR OTHER INTELLECTUAL PROPERTY; (III) A WARRANTY OR REPRESENTATION BY LICENSOR THAT THE LICENSED PATENTS INCLUDE ALL PATENTS NECESSARY FOR COMPLIANCE WITH THE RELEVANT SPECIFICATION THROUGHOUT THE WORLD; (IV) CONFERRING ANY RIGHT TO USE, IN ADVERTISING, PUBLICITY OR OTHERWISE, ANY NAME, TRADE NAME, TRADEMARK, OR ANY CONTRACTION, ABBREVIATION OR SIMULATION THEREOF; OR (V) AN OBLIGATION UPON EITHER PARTY TO MAKE ANY DETERMINATION AS TO THE APPLICABILITY, SUITABILITY, USEFULNESS OR FITNESS OF ANY PATENT TO ANY PRODUCT, SERVICE, INVENTION, TECHNOLOGY OR PROCESS OR PART THEREOF OF THE OTHER PARTY, ITS AFFILIATES OR THIRD PARTIES.

- 5.3 Licensee's Representations and Warranties. Licensee represents and warrants that: (i) it has the full legal authority, power, and right necessary to enter into this Agreement and perform the duties and obligations outlined herein; (ii) all reports and information (to be) provided to Licensor has been and will be accurate, true and complete; and (iii) the volumes of Licensed Products listed in table 1 of **Exhibit B** comprise all Licensed Products Made and/or Sold by Licensee or Licensee's Affiliates during the applicable term prior to the Effective Date. Licensee shall be responsible for all actions required of its Affiliates hereunder and shall be liable to Licensor for any adverse action or failure to perform by Affiliates of Licensee hereunder.
- 5.4 Parties' Mutual Representations and Warranties. Each Party represents and warrants (i) that this Agreement and the transactions contemplated hereby do not violate or conflict with, or result in a breach under, any other agreement to which it is subject as a party or otherwise; (ii) that, in executing this Agreement, it does not rely on any promises, inducements or representations made by the other Party or any third Person with respect to this Agreement or any other business dealings with the other Party or any third Person, now or in the future, except those expressly set forth herein, and (iii) that, as of the Effective Date, (a) it is not the subject of a voluntary or involuntary petition in bankruptcy or the equivalent thereof, (b) it does not contemplate filing any voluntary petition in bankruptcy, and (c) it does not have reason to believe that an involuntary petition in bankruptcy will be filed against it in the foreseeable future.
- 5.5 Exhaustive List of Representations and Warranties. OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE 5, THE PARTIES MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED.

## **6. Term and Termination**

- 6.1 Initial Term and Term. This Agreement is effective as of the Effective Date and shall be in full force and effect for a term of five years (5 years) after the Effective Date ("Initial Term") unless terminated earlier by Licensor in accordance with Sections 6.4, 6.5 or 6.6, or extended as per Section 6.2 (whatever duration of this Agreement applies is referred to as "Term").
- 6.2 Extended Term. The Initial Term of this Agreement shall automatically be extended for subsequent periods of five years (5 years) each after the expiration of the Initial Term ("Extended Term") or a subsequent five-year (5 year) period unless a Party provides written



notice of termination to the other Party no later than six months (6 months) before expiration of the then current five-year (5 year) period. Notwithstanding the foregoing, in the event this Agreement is extended pursuant to this Section 6.2 and the last-to-expire patent included in Licensed Patents expires during an Extended Term, such Extended Term shall only continue until the last-to-expire patent included in Licensed Patents rather than a period of five years.

- 6.3 Cure Period. In the event Licensee fails to timely, completely and accurately report royalties, provide due assistance in any audit or otherwise and/or make payment for any due amounts, Licensee shall have thirty (30) days to remedy such failure after receiving notice of such failure from Licensor. Additionally, in the case where an aforementioned event occurs multiple times during the Term, Licensor may consider this a material breach with no further right for Licensee to remedy.
- 6.4 Termination after Material Breach of Licensee. In the event of a material breach of Licensee, Licensor has the right to terminate this Agreement with immediate effect. In the event of a such termination of this Agreement, Licensee shall pay Licensor all amounts accruing hereunder up until the termination date within fifteen (15) days. In the event of any late payment of any amount due pursuant to the preceding sentence, Licensee shall pay Licensor interest, compounded monthly, at the rate of the lesser of one percent (1%) per month (or part thereof) or the highest interest rate permitted to be charged by Licensor under applicable law for any such late payment.
- 6.5 Termination after Licensee's Change of Control. In the event of a Change of Control of Licensee, Licensor has the right, in its sole discretion, to (a) terminate this Agreement, or (b) agree with assignment to the new parent company of Licensee, effective as of the date on which the Change of Control becomes effective. Licensee shall provide Licensor with written notice of any Change of Control without delay prior to such Change of Control, with sufficient details for Licensor to enable it to evaluate the effects of such Change of Control on this Agreement and benefits granted and received hereunder. Notwithstanding anything in this Agreement, any assignment of this Agreement pursuant to a Change of Control shall not operate to license the business of the assignee prior to such Change of Control, or natural extensions of such business going forward, without Licensor's prior written approval.
- 6.6 Defensive Essential Patent Termination; Notice of Licensed Patent Challenge. In the event Licensee or any Licensee Affiliate initiates or maintains or in any other way participates in, directly or indirectly via a third Person, an Assertion against Wilus and/or its Affiliates related to a Patent that is alleged to be an Essential Patent, or that is believed in Wilus's reasonable judgment to be an Essential Patent, and Licensee and/or Licensee Affiliate has refused or should be reasonably regarded as having refused to grant Wilus a license on a reciprocal basis under such Patent upon which the Assertion is based, then Wilus may provide written notice to Licensor of termination of this Agreement. Upon receipt of such notice, Licensor shall promptly notify Licensee and permit Licensee thirty (30) days to fully dismiss with prejudice such Assertion or have the relevant Licensee Affiliate or third Person fully dismiss with prejudice such Assertion, in writing. If Licensee does not, or does not ensure that the relevant Licensee Affiliate or third Person, fully dismiss with prejudice such Assertion within such thirty



(30) day period, then Licensor may terminate this Agreement with immediate effect. In addition, unless Licensee provides Licensor with thirty (30) days prior notice, neither Licensee nor Licensee Affiliates will directly or indirectly challenge, or assist in challenging, the validity or enforceability of any Licensed Patent in any court proceeding, or in any reexamination, *Inter Partes* Review, or similar proceeding before the United States Patent Office or the patent office of another nation or region.

## 7. Confidentiality

Each Party may disclose the existence of this Agreement, the identities of the Parties, and the relevant technology licensed under this Agreement but shall keep the terms and conditions of this Agreement and any information exchanged by the Parties in its execution confidential and shall not disclose any of the above to any third Person (for clarity, Affiliates of the Parties and Wilus are not considered third Persons), except: (i) if such disclosure was done in an aggregated or anonymized form; (ii) as authorized in this Agreement or with the prior written consent of the disclosing Party; (iii) to any governmental body specifically requiring such disclosure (e.g. customs for verification of license compliance to prevent seizure of goods); (iv) for the purposes of disclosure in connection with any possible financial or regulatory filings, reports or disclosures that may be required under applicable laws or regulations; (v) to a Party's accountants, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein; (vi) to a competent court, arbitral tribunal, or mediation panel or competition authority for the purposes of establishing or opposing actual or anticipated competition law or (F)RAND related defense(s), subject to there being safeguards in place to ensure the confidentiality of such information; (vii) if disclosure is demanded by a subpoena, or by an order from a court or governmental body, or as may otherwise be required by law or regulation, however, if legally possible, subject to protective order or written agreement between counsels that such disclosure shall be limited to "Attorneys' Eyes Only", (or, in the case disclosure is pursuant to a protective order, such protective order shall provide, to the extent practicable, that any disclosure under a protective order would be protected under an "Attorneys' Eyes Only" or higher confidentiality designation); or (viii) if the information has become publicly available without a breach of confidentiality of any of the Parties or their Affiliates.

## 8. Miscellaneous

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



For Licensor:

**Sisvel International S.A.**

Att.: 5G Multimode Program Manager

Immeuble Cubus C2

2, rue Peternelchen

L-2370 Howald

Grand Duchy of Luxembourg

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

with cc: [notice@sisvel.com](mailto:notice@sisvel.com)

for Licensee:

[Licensee complete name]

Att.: [Contact name]

[Licensee address]

E-mail to: [Contact email]

- 8.2 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall be deemed to constitute a single document. The exchange of scanned copies of signed versions or electronically executed copies of this Agreement, and any communication and/or amendment shall be sufficient to satisfy execution requirements of binding agreement.
- 8.3 **Written Form Requirement.** This Agreement may not be modified, altered, or changed in any manner whatsoever unless in writing and duly executed by authorized representatives of all Parties. The second sentence of Section 8.2 shall apply accordingly to any modification, alteration, amendment or change to this Agreement.
- 8.4 **Governing Law and Dispute Resolution.** This 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 and specific to an alleged breach or enforcement of this Agreement.
- 8.5 **No Assignment.** This Agreement is personal to Licensee and this Agreement or any right or obligation thereof may not be assigned by Licensee without Licensor’s prior written approval. Any attempt to make any such assignment shall be null and void absent Licensor’s written approval.
- 8.6 **Survival.** Any provisions contained in this Agreement that, by their nature, would continue beyond the expiration or termination of this Agreement shall so survive such expiration or termination, including but not limited to Article 3 (Payment of Compensation), Section 4.5 (Necessary Records), Section 4.6 (Audit Right), and Article 7 (Confidentiality).
- 8.7 **No Waiver.** No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. A waiver of any right or remedy under this Agreement will be binding on a Party only if it is expressly stated in a written document signed by an



authorized representative of such Party.

- 8.8 No Presumption. The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.
- 8.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and replaces any prior and contemporaneous oral or written agreements between the Parties involving the same.
- 8.10 Severability Clause. Should any individual provisions of this Agreement be found invalid or unenforceable, the remainder of this Agreement shall have full force and effect. The Parties undertake in good faith to replace any invalid provision by a new provision which shall approximate as closely as possible the economic and legal result intended by the Parties in entering into this Agreement.
- 8.11 Compliance. This sublicense is granted only to Make and/or Sell Licensed Products that do not violate non-patent specific applicable laws and regulations, which includes but is not limited to criminal laws, product safety regulations, as well as export restrictions, sanctions regimes and embargoes imposed by the governing law of this Agreement.

*[Signature Page Follows]*

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

**Sisvel International S.A.**

**[Licensee complete name]**

Signature

Signature

Name

Name

Title

Title

Date

Date

Signature

Name

Title

Date



**Exhibit A**

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**LICENSEE AFFILIATES**

[...]



## Exhibit B

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

KR10-2306340	US11330609	CNZL201880009423.6	EP3664338(DE)
KR10-2427864		IN476090	EP3664338(ES)
KR10-2550764	CNZL201780030922.9	US11012209	EP3664338(FI)
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EP4080812(FI)	US11729788	KR10-2549167	
EP4080812(FR)		US11464035	



## Exhibit C

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### PAST USE

Maximum number of Licensed Products subject to the release under Section 2.1 prior to the Effective Date: [Quantity in letters (quantity in figures)]

