



## SISVEL NB-IoT/LTE-M 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 Company Name**], a company duly incorporated under the laws of [Country], having its principle place of office at [Address] ("Licensee") (individually, a "Party" and collectively, the "Parties").

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

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

WHEREAS, Licensee desires to acquire a non-exclusive license to such Licensed Patent for the Licensed Products in the Licensed Field.

NOW, THEREFORE, the Parties agree as follows:

### 1. Defined Terms

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- 1.1 "Affiliate" means, with respect to any entity, a Person who directly or indirectly Controls such Person, is Controlled by such Person or is under common Control with such Person, however, such Person should be deemed an Affiliate only so long as such Control exists. Notwithstanding anything in this Agreement, "Affiliates" with respect to a certain Patent Owner shall explicitly exclude any Person indicated as excluded in **Exhibit A**.
- 1.2 "Cellular Standard" means the standards published by ETSI and 3GPP commonly referred to as CDMA 2000, 2G, 3G, 4G/LTE, 5G, or wireless communication standards considered by the industry to be beyond fifth generation (e.g., a 6G or sixth generation standard), excluding only portions of the 4G Standard being Licensed Standards.
- 1.3 "Change of Control" means any of the following occurrences 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 or entity obtains Control of a Party or a Patent Owner or any direct or indirect parent of such Party or Patent Owner;
  - (ii) the direct or indirect sale, exchange, lease or other disposition, of all or substantially all of the assets of a Party and its Affiliates or a Patent Owner and its Affiliates, as applicable, taken as a whole, to any other person or entity that was not an Affiliate of such Party or Patent Owner prior to such transaction;

- (iii) the merger, consolidation or other business combination involving a Party or a Patent Owner in which the voting securities of such Party or Patent Owner owned by the shareholders of such Party or Patent Owner immediately prior to such merger or consolidation do not represent more than fifty percent (50%) of the total voting power of the surviving entity outstanding immediately after such merger or consolidation.
- 1.4 “Control” means, with respect to a Person, any entity directly or indirectly (a) holding of more than fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors of an entity; (b) holding the ability to appoint or elect more than 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 (c) in the case of an entity without a governing body equivalent to a board of directors, holding an economic or other interest carrying the right to receive more than fifty percent (50%) of the profits of the entity.
- 1.5 “Excluded Product(s)” means devices and equipment that fulfils at least one of items (i)-(vii) below:
- (i) any of the following categories: telecom- and datacom infrastructure products, hotspots, access points, phones of any kind, tablets, personal computers, white goods (i.e. consumer products such as refrigerators/freezers, washing/drying machines, A/C units, stoves/ovens), payment devices (also referred to as point of sale, or POS except for payment devices that do not have any keypad or user interface such as a screen), vehicles, automotive fleet management, automotive aftermarket products, intermediary products, stand-alone software, components; or
  - (ii) that includes video and/or voice encoding and/or decoding functionality, whether initially or through an upgrade of any kind; or
  - (iii) that includes connected mobility- mode that is capable of receiving and/or sending video and/or audio over a wireless connection; or
  - (iv) that feature any external I/O connectors enabling Cellular Standard connectivity to another device; or
  - (v) that enables non-emergency real-time full duplex voice calls (regardless of mobility); or
  - (vi) that enables emergency real-time full duplex voice call for automotive; or
  - (vii) that includes any or more of the Cellular Standards other than 2G.
- 1.6 “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) exercising such have made right (the third party being the “Have Made Producer”), provided that such products have been made by the Have Made Producer solely for the resale by Licensee and/or Licensee Affiliate(s), and excluding each and every product that is resold by Licensee and/or Licensee Affiliate(s) to the Have Made Producer, its affiliates or any party to which the Have Made Producer is an affiliate. For the avoidance of doubt, such Have Made Producer shall not be allowed to sell Have Made products to parties other than Licensee and/or Licensee Affiliate(s) neither directly nor through Licensee and/or any of its Licensee Affiliate(s).

- 1.7 “Hold” or “Held” with respect to any Licensed Patent means possession of the right to grant a license, sublicense, release, covenant or any other patent immunities by the relevant entity or its Affiliates without resulting in an obligation on such entity or the relevant Affiliate to pay royalties or other considerations to a third party or requiring the consent of any third party. For clarity, such Patent Owner’s Affiliates and employee inventors are not considered third parties in the context of this definition.
- 1.8 “Licensee Affiliate” means any Person, who on or after the Effective Date directly or indirectly Controls Licensee, is Controlled by Licensee or is under common Control with Licensee, however, such Person should be deemed a Licensee Affiliate only as long as such Control exists. Licensee Affiliates include, as of the Effective Date, the Persons listed in **Exhibit B**.
- 1.9 “Licensed Field” means only the functionality or portion implementing such functionality within the applicable Licensed Product that fully conforms to or practices the applicable Licensed Standard(s). For clarity: No rights shall be granted under the Licensed Patents with regard to any other standard, function or feature, including any Cellular Standard, although the Licensed Patents might also relate to such other standards, functions or features.
- 1.10 “Licensed LTE-M Product(s)” means a device or equipment featuring LTE-M Standard data connectivity as an integrated feature, as set forth in the applicable Product Licensing Modules.
- 1.11 “Licensed NB-IoT Product(s)” means a device or equipment featuring NB-IoT Standard data connectivity as an integrated feature, as set forth in the applicable Product Licensing Modules.
- 1.12 “Licensed Patents” means any NB-IoT/LTE-M Essential Patent which is or has been (a) identified in the illustrative list of **Exhibit D**, and/or (b) Held by a Patent Owner, including such Patent Owner’s Affiliates (for clarity, but excluding any Persons being excluded in **Exhibit A**), at any time from the latest signature of this Agreement, until the end of the Term (or in respect to any Patent Owner joining the Sisvel NB-IoT/LTE-M Patent Pool after the Effective Date, Held at any time from such Patent Owner’s joining date until the end of the Term). Licensed Patents shall also include such Patents that have been declared and/or held out by such Patent Owner to be an NB-IoT/LTE-M Essential Patent. Notwithstanding any of the above, in the event of a Change of Control in a Patent Owner, (i) Licensed Patents shall expressly exclude any NB-IoT/LTE-M Essential Patent that becomes Held by a Patent Owner or by an Affiliate of such Patent Owner after the Effective Date as a result of a Change of Control of such Patent Owner, and (ii) Licensed Patents during any Extended Term(s) shall expressly exclude any NB-IoT/LTE-M Essential Patent Held by a Patent Owner (including by any Affiliates of such Patent Owner) that has been subject to a Change of Control event after the Effective Date, in each case (i) and (ii) unless Licensor notifies the Licensee otherwise in writing.

- 1.13 “Licensed Products” means any Licensed NB-IoT Products and/or Licensed LTE-M Product that conforms to or practices one or more of the Licensed Standards. From time to time, Licensor may offer to Licensee to add further product types to the Product Licensing Modules, which product types would become Licensed Products upon written agreement between the Parties to amend this Agreement accordingly.
- 1.14 “Licensed Standard” means the portion of the NB-IoT Standard and/or LTE-M Standard applicable to each Product Licensing Module.
- 1.15 “LTE-M Standard” means the portion of the 4G Standard applicable to Cat-M (Cat-M1 and/or Cat-M2) device categories.
- 1.16 “Make and Sell”, “Made and Sold” or any variations thereof means make, Have Made, use, import, export, re-import, offer to sell, sell, practice, develop, research, distribute, lease and/or otherwise dispose of a Licensed Product to a third party, regardless of compensation, if any, or the putting into use of a Licensed Product by Licensee or any Licensee Affiliate. A Licensed Products shall be deemed to have been Made and/or Sold at the latest upon the earlier of invoicing, shipping or putting into use of such Licensed Product.
- 1.17 “NB-IoT Standard” means the portion of the 4G Standard applicable to Cat-NB (Cat-NB1 and/or Cat-NB2) device categories.
- 1.18 “NB-IoT/LTE-M Essential Patents” means any claim of a Patent (in any country of the world) as to which it is not possible on technical grounds taking into account normal technical practice and the state of the art generally available at the time of adoption or publication of the relevant Licensed Standards, to make, sell, offer for sale, lease or otherwise dispose of and import, repair, use or operate equipment or methods which comply with the relevant Licensed Standards, without infringing such Patent claims.
- 1.19 “Past Use” means Licensed Products sold or otherwise disposed of by Licensee or Licensee Affiliates prior to the Effective Date, to the extent such Licensed Products would have been licensed under this Agreement should they have been Sold after the Effective Date.
- 1.20 “Patent” means any patent claims (including claims of licensable patent applications, whether or not divisions, continuations, continuations-in-part, 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.
- 1.21 “Patent Owners” means any Person Holding one or more of a NB-IoT/LTE-M Essential Patent, who has joined the Sisvel NB-IoT/LTE-M Patent Pool as of the Effective Date and is listed in **Exhibit A**, as amended by Licensor from time to time. Notwithstanding anything in this Agreement, Patent Owners and Affiliates of Patent Owners shall explicitly exclude any Person indicated as being excluded in **Exhibit A**. For the avoidance of doubt, the Patent Owners may include Licensor itself including Affiliates of Licensor, in the capacity as a Patent Owner.

- 1.22 “Person” means an individual or a corporation, trust, partnership, limited liability company, joint venture, unincorporated organization, or other entity.
- 1.23 “Product Licensing Module” means the specifically identified Licensed Product category or such categories, as further described in **Exhibit C**.
- 1.24 “Selling Price” shall mean the greater of (i) the selling price charged by Company or its Affiliates for such Licensed Product, and (ii) the selling price which a seller would realize from an Unrelated Buyer in an arm’s length sale of an equivalent product in an equivalent quantity and at the equivalent time and place as such sale.
- 1.25 “Sisvel NB-IoT/LTE-M Patent Pool” means the agreement binding Persons who Hold NB-IoT/LTE-M Essential Patents and Licensor, under which Licensor is authorized to monetize such Persons NB-IoT/LTE-M Essential Patents representing the Licensed Patents as per this Agreement.
- 1.26 “Term” means the period as described in Article 6 of this Agreement.
- 1.27 “Third Party License” means a license, cross-license, sublicense, or any other grant of rights or agreement to Make and/or Sell certain Licensed Products under any of the Licensed Patents in the Licensed Field, and any such agreement being concluded prior to the Effective Date (or in respect to any Patent Owner joining the Sisvel NB-IoT/LTE-M Patent Pool after the Effective Date, prior to such Patent Owner’s joining date), provided however that any such agreement shall only be deemed a Third Party License after Licensor’s receipt of a written notice from the relevant Patent Owner (i) identifying the Licensed Patents which are encumbered by such agreement, (ii) confirming its existence, (iii) naming the involved parties and (iv) confirming if Licensed Products are licensed under such agreement. Effects of a Third Party License are set forth in Section 3.2.
- 1.25 “4G Standard” means the ‘LTE/LTE-Advanced’ standard comprised of all those ‘Technical Specifications’ identified or linked to and/or listed in 3GPP TS 21.201, ‘Technical Specifications and Technical Reports for an Evolved Packet System (EPS) based 3GPP system’ at any time on or after the Effective Date; provided, however, that 4G Standard shall not include any such specifications or features described within such specifications to the extent that, within the context of specifications identified or linked to and/or listed in 3GPP TS 21.201, they are used exclusively by systems that are classified as subsequent generations such as Fifth Generation (5G) and/or defined in IMT-2020 initiatives.

## **2. Release and License**

- 2.1 Release for Past Use. Subject to Licensee’s full compliance with the payment obligations in Article 3 and the further obligations set forth in this Agreement, Licensor hereby releases, acquits, and discharges Licensee and Licensee Affiliates listed in **Exhibit B** (including all customers of Licensee and Licensee Affiliates listed in **Exhibit B** limited to such Licensee and Licensee Affiliate Past Use) from any and all claims of

patent infringement of the Licensed Patents within the Licensed Field for their Past Use (including all claims, demands and other rights directly relating thereto). For clarity, Licensee Affiliates, which qualify as Licensee Affiliates only after the Effective Date, will not be covered by the Past Use release herein set forth. The release set forth herein-above is limited to Licensed Products provided by or for Licensee, and insofar extends to its successors and Licensee Affiliates as well as any downstream customers or end-users. Licensor relied on Licensee's ongoing performance of its obligations under this Agreement in providing the release of this Section 2.1. For clarity: NB-IoT/LTE-M Essential Patents of new Patent Owners that join the Sisvel NB-IoT/LTE-M Patent Pool after the Effective Date are not included in the Past Use release set forth herein.

- 2.2 License Grant. Subject to Licensee's full compliance with the applicable payment obligations in Article 3 and the further applicable obligations set forth in this Agreement, Licensor hereby grants to Licensee and its Licensee Affiliates a worldwide, non-exclusive, non-transferrable royalty bearing license under the Licensed Patents within the Licensed Field during the Term to Make and/or Sell Licensed Products.

Notwithstanding the above, no license or otherwise are provided under this Section 2.2: (a) to Excluded Products, and (b) for other standard, function or feature, including any Cellular Standard, other than the Licensed Field although the Licensed Patents might also apply to such other standards, functions or features.

- 2.3 Access to Bilateral Licenses. Licensee understands that it is free to negotiate releases, and licenses, with one or more of the Patent Owners on a bilateral basis, subject to different, mutually acceptable terms and conditions negotiated between Licensee and such Patent Owner. However, Licensee wishes to obtain the release and license for the Licensed Patents in a joint approach from all Patent Owners at once, as subject to this Agreement.
- 2.4 No Implied License. Except for the release and license granted under Sections 2.1 and 2.2 above, no licenses, releases, covenants not to sue, non-asserts or any other patent rights or immunities, whether express or implied, are granted hereunder. Any rights not expressly granted herein are hereby expressly reserved.

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

- 3.1 Compensation. In consideration of the rights granted to Licensee by Licensor under this Agreement, Licensee shall make the following non-refundable and non-recoupable payments to Licensor, within thirty (30) days of Licensee's receipt of the respective invoice from Licensor:

- 3.1.1 For Past Use. For Past Use of up to [volume] ([volume]) Licensed Products, Licensee shall pay the following lump sum: [amount] ([amount]).
- 3.1.2 For Present and Future Use. For each Licensed Products Made and/or Sold by Licensee and/or Licensee Affiliates on or after the Effective Date, Licensee shall pay the applicable royalty rate, as stipulated in **Exhibit C**.

- 3.2 Third Party Licenses. Licensed Patents subject to a Third Party License shall be excluded from the licenses, releases and other rights provided under this Agreement for the duration of such Third Party License. For clarity, Licensee shall not be charged for the relevant Licensed Patents which are encumbered by a Third Party License. Effective as from the termination of the Third Party License, Licensee will be considered unlicensed under the relevant Licensed Patents until the Parties amend this Agreement to include the relevant Licensed Patents, resulting in a payment obligation for Licensee for these Licensed Patents.
- 3.3 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, as defined in applicable double tax treaties, Licensee may withhold 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. If Licensee does not forward the official tax receipt within sixty (60) days after its payment to the appropriate tax authority or if the tax receipt does not qualify as a tax credit as defined under such double taxation treaty, then Licensee undertakes to pay Licensor an amount equal to the amount deducted by Licensee. 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.
- 3.4 Bank Details. The payments set forth in Section 3.1 above 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. Licensee shall, on a quarterly basis and within thirty (30) days after the end of each calendar quarter beginning with the calendar quarter of the Effective Date, provide Licensor with a full royalty statement for each Product Licensing Module separately, which shall include: per applicable Product Licensing Module, the total number of units of Licensed Products Made and/or Sold by Licensee and/or Licensee Affiliates in the preceding calendar quarter and the following details for each shipment or delivery of the relevant Licensed Products: the applicable Licensed Product category (i.e. NB-IoT Device, LTE-M Smart Sensor Device or LTE-M Smart Utility Metering Device, each as defined in **Exhibit C**) and applicable Royalty Bracket (as defined in **Exhibit C**) relevant to the Licensed Products, the model number, product type, the brand or trademark of the product, the full name of the direct 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 and/or Sale. Licensee shall submit the full royalty statement in accordance with this Section 4.1, in the electronic form and file type specified by

Licensor, via e-mail to the address [ciot.reporting@sisvel.com](mailto:ciot.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 Licensee's Supplier. If Licensee or any Licensee Affiliate purchases or otherwise obtains Licensed Products from a third party that claims to be licensed by Licensor or all the relevant Patent Owners to Make and/or Sell Licensed Products under the Licensed Patents within the Licensed Field and such third party has provided Licensor with a written declaration, subject to written approval by Licensor, stating that it will be responsible for paying the royalties for such Licensed Products prior to such Licensed Products being purchased or otherwise obtained from that third party by Licensee or a Licensee Affiliate, then Licensee shall have no royalty payment obligation for such products.
- 4.3 Licensee's Customer. If Licensee or any Licensee Affiliate Sells Licensed Products to a third party that is licensed by Licensor or all the relevant Patent Owners to Make and/or Sell Licensed Products under the Licensed Patents within the Licensed Field and such third party (a) is a licensee in good standing of Licensor or all the relevant Patent Owners and has fulfilled all its obligations under such license(s) at the time Licensee Sells said Licensed Products to the third party; and (b) has provided Licensor with a written declaration, subject to written approval by Licensor, stating that it will be responsible for paying the royalties for such Licensed Products prior to such Licensed Products being Sold to that third party by Licensee or a Licensee Affiliate; and (c) the third party timely pays all the relevant due royalties on such Licensed Products to Licensor or all said Patent Owners, as the case may be, then Licensee shall have no royalty payment obligation for such products.
- 4.4 No Double Charges. The Licensed Products for which Licensee has no royalty payment obligation according to Sections 4.2 and 4.3 (as the requirements set forth therein have been fulfilled) will not be considered when calculating the compensation set forth in Section 3.1 above due by Licensee.
- 4.5 Reporting and Documentation for Pre-Paid Royalties. Licensee shall separately report in the royalty statements as per Section 4.1, per applicable Product Licensing Module the total number of units of Licensed Products subject to Sections 4.2 and 4.3 in the preceding calendar quarter provided that no royalty for such Licensed Products is due by Licensee pursuant to Sections 4.2 and 4.3. Such report shall include the following details for each shipment or delivery of the relevant Licensed Products: Licensed Product category (i.e. NB-IoT Device, LTE-M Smart Sensor Device or LTE-M Smart Utility Metering Device, each as defined in **Exhibit C**) and applicable Royalty Bracket (as defined in **Exhibit C**), the model number, a brief description of the product or product type, the brand or trademark of the product (if any), the full name of the direct customer, the country of Sale, the full name of the manufacturer (or the direct supplier, as the case may be), the country of manufacture and/or Sale. Upon request from Licensor, Licensee will provide documentation sufficient to demonstrate that any product listed in such report were purchased from or Sold to a licensed third party



including, but not limited to, invoices showing such purchase or Sale. If Licensee fails to provide Licensor with satisfactory documentation, in Sisvel's sole opinion, within thirty (30) days of Licensor's request, Licensee will pay the due royalties for all such Licensed Products for which no such documentation has been provided to Licensor within fifteen (15) days after the date of Licensee's failure.

- 4.6 Confidential Reports. Licensor shall not disclose any of the information comprised in the royalty reports provided by Licensee or Licensee Affiliates under this Agreement to any third party, except: (a) Licensor's Affiliates are not considered third parties; (b) if such disclosure was done in an aggregated form, anonymizing any third party information; (c) as provided for in this Agreement or with the prior written consent of Licensee or Licensee Affiliate; (d) to any governmental body specifically requiring such disclosure (e.g. customs for verification of license compliance to prevent seizure of goods); (e) for the purposes of disclosure in connection with any possible financial or regulatory filings, reports or disclosures that may be required under applicable laws or regulations; (f) to a Party's accountants, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein; (g) to a competent court, arbitral panel or competition authority for the purposes of establishing or opposing actual or anticipated competition law or (F)RAND related defense(s) to patent infringement subject to there being safeguards in place to ensure the confidentiality of such information; (h) if disclosure is demanded by a subpoena, order from a court or governmental body, or as may otherwise be required by law or regulation, and, if legally possible, subject to protective order or written agreement between counsel that such disclosure shall be limited to "Attorneys' Eyes Only"; and, in the case disclosure is pursuant to a protective order, such protective order shall provide, to the extent practicable, that any disclosure under a protective order would be protected under an "Attorneys' Eyes Only" or higher confidentiality designation; (i) if the information is obtained from another source than the royalty reports; or (j) if the information is made publicly available by Licensee.
- 4.7 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 related to the organization chart showing the relationship of Licensee and all Licensee Affiliates and all production, purchases, stocks, deliveries, technical specifications of all Licensed Products, and sales records related to Licensed Products, which are necessary for an Auditor, 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 expiry of the Term.
- 4.8 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 will 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 4.8 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 regardless of whether Licensee claims that such Necessary Records are subject to confidentiality obligations.

- 4.9 Audit Costs. The cost of any audit under Section 4.8 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 as Licensor may have under this Agreement or under applicable law, if: (a) 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 statement during the period to which the audit refers; (b) the audit identifies any Licensee Affiliate involved in the Making and/or Sale of any Licensed Products and not listed in **Exhibit B** of this Agreement or included in the organization chart; (c) 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 (d) Licensee or any Licensee Affiliates refuse, delay or obstruct the audit, or the Auditor reports that Licensee or any Licensee Affiliates have refused, delayed or obstructed the audit, such as, for example, by refusing or delaying 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 herein set forth.
- 5.2 Licensor's Limitations. Nothing in this Agreement shall, neither expressed nor implied, 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 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 patents and other intellectual property of third parties; (c) a warranty or representation by Licensor that the Licensed Patents include all patents necessary for compliance with the relevant specification throughout the world; (d) an agreement to bring or prosecute actions or suits against third parties for infringement (e) an obligation to furnish any manufacturing or technical information or assistance; (f) an obligation to file any patent application, or to secure any patent or patent rights, or to maintain any patent in force, or to provide copies of patent applications to the other Party or its Affiliates, or to disclose any inventions described or claimed in such patent applications; (g) conferring any right to use, in advertising, publicity or otherwise, any

name, trade name, trademark, or any contraction, abbreviation or simulation thereof; or (h) 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 Representation. Licensee represents and warrants that all reports and information provided to Licensor has 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; and (c) that it is not presently the subject of a voluntary or involuntary petition in bankruptcy or the equivalent thereof, does not presently contemplate filing any voluntary petition, and does not presently have reason to believe that an involuntary petition will be filed against it.
- 5.5 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, EXPRESS OR IMPLIED.

## **6. Term and Termination**

- 6.1 Initial Term and Term. This Agreement is effective as of the Effective Date and will 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 this Article 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 (5) years after the expiry 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 expiry of the Initial Term or any subsequent Extended Term.
- 6.3 Cure Period. In the event of failure of Licensee to timely 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, of which failure Licensor shall provide notice. Licensee's failure to remedy such failure shall be considered material breach. In the event the afore-mentioned types of failure occur multiple times within 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.

6.5 Termination after Change of Control. In the event of a Change of Control in Licensee, Licensors has the right, in its sole discretion, to (a) terminate this Agreement, or (b) agree assignment to the new parent company of Licensee, effective as of the date on which the Change of Control becomes effective. Should such Change of Control increase the Licensee's (including its new Licensee Affiliates) benefits or decrease the Licensors' benefits received under this Agreement, the Parties agree to negotiate in good faith on what terms Licensors may be able to agree to an assignment of the Agreement. Licensee shall provide Licensors with written notice of any Change of Control without delay prior to such Change of Control, with sufficient details for Licensors 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 Licensors prior written approval.

6.6 Defensive Termination. In the event Licensee or any Licensee Affiliates makes or maintains an Assertion against a Patent Owner and/or any of its Affiliates with respect to a Patent that is alleged to be an NB-IoT/LTE-M Essential Patent, or that is believed in such Patent Owner's reasonable judgment to be an NB-IoT/LTE-M Essential Patent, then, such Patent Owner may provide written notice to Licensors of withdrawal of its and its Affiliates (if any) Licensed Patents from the license granted under Section 2.2. Upon receipt of notice of such withdrawal, Licensors will promptly notify Licensee in writing and permit Licensee thirty (30) days to fully dismiss such Assertion. If Licensee does not, or does not ensure that its Licensee Affiliate, fully dismiss such Assertion in writing within such thirty (30) days period, such Patent Owner may withdraw its and its Affiliates' Licensed Patent(s) from the license granted under Section 2.2. If any Licensed Patents of a particular Patent Owner are withdrawn from the rights granted to Licensee under Section 2.2, Licensors will provide Licensee with an updated illustrative list of Licensed Patents in **Exhibit D** reflecting the removal of such Patent Owner and its respective listed Licensed Patents. In such event, there will be no adjustment to the royalties due as compensation per Section 3.1 under this Agreement. For purposes of this Section 6.6, "Assert" or "Assertion" means to commence or prosecute, to threaten to commence or prosecute, or to instruct a third party to commence, prosecute, or threaten to do so, in writing, patent infringement Litigation, and "Litigation" shall mean any procedure for the resolution of a controversy or dispute in any jurisdiction in the world whether created by a claim, a counterclaim, inter partes review or otherwise, in the broadest sense and in whatever form, whether administrative, judicial, arbitral, or otherwise, including any proceeding before the United States International Trade Commission.

## 7. **Miscellaneous**

7.1 Communication Details. Any communication, including notices, relating to this Agreement shall be made in the English language, and sent either by e-mail, fax, certified mail with return receipt requested, or by overnight delivery by commercial or other service which can verify delivery to the following addresses and such notice so sent shall be effective as of the date it is received by the other Party. Each Party shall

notify the other Party in writing of any change in the communication information contained in Section 7.1 within fifteen (15) calendar days of such change.

for Licensor:  <b>Sisvel International S.A.</b> Att.: NB-IoT/LTE-M Program Manager Immeuble Cubus C2 2, rue Peternelchen L-2370 Howald Grand Duchy of Luxembourg  E-mail to: <a href="mailto:ciot@sisvel.com">ciot@sisvel.com</a> with cc: <a href="mailto:notice@sisvel.com">notice@sisvel.com</a>	for Licensee:  <b>[Licensee Company Name]</b> [address]  E-mail to: [email]
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- 7.2 **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 of this Agreement shall be sufficient to execute this Agreement and any communication and/or amendment, if any.
- 7.3 **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 7.2 shall apply accordingly.
- 7.4 **Governing Law and Dispute Resolution.** The Agreement is governed by and construed in accordance with the laws of Germany and irrespective of any choice-of-law principle that might dictate a different governing law. The courts of Mannheim, Germany, shall have exclusive jurisdiction for any and all disputes arising from or in connection with this Agreement.
- 7.5 **No Assignment.** This Agreement or any right or obligation thereof may not be assigned by Licensee without Licensor's prior written consent.
- 7.6 **Survival.** Any provisions contained in this Agreement which, by their nature, would continue beyond the expiration or termination this Agreement shall so survive such expiration or termination, including but not limited to Sections 4.7 (**Necessary Records**) and 4.8 (Audit Rights) and Article 5 (Representations and Warranties).
- 7.7 **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.
- 7.8 **Confidentiality.** No Party shall disclose the terms of this Agreement, except: (a) the existence of this Agreement; (b) with the prior written consent of the other Party; (c) 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; or (c) if required by a subpoena, order from a court or government agency or body, or as may otherwise be requested by court or government agency or body or arbitral panel, law or regulation (e.g. to disclose those parts of this Agreement that are deemed relevant in the context of FRAND-doctrine); or (d) for the purposes of establishing or opposing actual or anticipated competition law or FRAND related arguments or defense(s) to patent infringement; and regarding (c) and (d) above, if possible, subject to protective order or written agreement between counsel that such disclosure shall be limited to "Attorneys' Eyes Only"; and, in the case disclosure is pursuant to a protective order, such protective order shall provide, to the extent practicable, that any production under a protective order would be protected under an "Attorneys' Eyes Only" or higher confidentiality designation or (e) that Licensor may list the Licensee as a licensee of the Sisvel NB-IoT/LTE-M Patent Pool on its website, including by using Licensee's logo. Further, Licensor may share a copy of this Agreement with Patent Owners, who are bound by confidentiality obligations not less stringent than those contained herein.

- 7.9 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.
- 7.10 Severability Clause. Should any individual provisions of this Agreement be invalid, this shall not affect the validity of the remaining provision of this Agreement as a whole. The Parties undertake to replace any invalid provision by a new provision which will approximate as closely as possible the economic and legal result intended by the invalid provision.
- 7.11 Compliance with Laws. Licensee will comply with all applicable laws and regulations, including any applicable laws and regulations relating to export, import, and applicable royalty withholding laws and regulations, and will defend and hold Licensor and all Patent Owners harmless from any expense or damage resulting from Licensee's violation or alleged violation of any such law or regulation. Licensee shall not export, re-export or import any data or other information acquired from Licensor or the Patent Owners under this Agreement, or the direct product thereof, to any country in contravention of applicable law or regulations, or use such data or other information for any prohibited purposes.

*[signature page follows]*

**Sisvel International S.A.**

**[Licensee Company Name]**

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

Title: [...]

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

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

Title: [...]

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

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

Title: [...]

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

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## Exhibit A

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### Patent Owners

- ASUSTek Computer Inc.
- BlackBerry Limited
- China Mobile Communications Group Co., Ltd.
- Datang Mobile Communications Equipment Co., Ltd.
- Deutsche Telekom AG
- Dolby International AB (please see footnote below)<sup>1</sup>
- Electronic and Telecommunication Research Institute
- Harfang IP Investment Corporation
- HFI Innovation Inc. (an affiliate of MediaTek, Inc.)
- Huawei Technologies Co., Ltd.
- Innovative Sonic Limited
- JVCKENWOOD Corporation
- KDDI Corporation
- Koninklijke KPN N.V.
- Mitsubishi Electric Corporation
- NTT DOCOMO, Inc.
- Optis Cellular Technology, LLC
- Optis Wireless Technology, LLC
- Orange S.A.
- Pantech Corporation
- Shanghai Langbo Communication Technology Co., Ltd
- Sisvel International S.A.
- SK Telecom Co. Ltd.
- Sony Group Corporation
- TCL Communication Technology Holdings Limited
- Telefonaktiebolaget LM Ericsson
- Telefónica S.A.
- Unwired Planet, LLC
- Unwired Planet International Limited
- Verizon Patent & Licensing Inc.
- ZTE Corporation

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<sup>1</sup> Notwithstanding anything in this Agreement, Via Licensing Alliance LLC and any Persons directly or indirectly Controlled by Via Licensing Alliance LLC (including any successors and assigns thereto jointly “Via Licensing Alliance”), shall explicitly not be considered as a Patent Owner or an Affiliate of Dolby International AB under this Agreement and any Patents Held by Via Licensing Alliance shall not be subject to this Agreement or any licenses, releases or other terms and conditions set forth in the Agreement.



## Exhibit B

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### LICENSEE AFFILIATES

[Details of Affiliates]

## Exhibit C

### PRODUCT LICENSING MODULES

#### LICENSED NB-IOT PRODUCTS

<b>Applicable Licensed Product category – NB-IoT Devices</b>	<b>Applicable Royalty Rate for NB-IoT Devices</b>
<p>“NB-IoT Device(s)” means a finished, complete and ready to use tracking device, sensor device, data concentrator device and/or metering device that is:</p> <ul style="list-style-type: none"><li>(i) featuring NB-IoT Standard data connectivity as an integrated feature, and</li><li>(ii) not compliant with LTE-M Standard data connectivity (whether or not enabled).</li></ul> <p>For the avoidance of doubt, NB-IoT Device(s) does not include Excluded Products.</p>	<p><u>Royalty Bracket 1:</u> Eight US Dollar cents (<b>USD 0.08</b>) for each NB-IoT Device, that is not also a Licensed LTE-M Product, that has a Selling Price of Six US Dollars (USD 6) or less.</p> <p><u>Royalty Bracket 2:</u> Thirty-Five US Dollar cents (<b>USD 0.35</b>) for each NB-IoT Device, that is not also a Licensed LTE-M Product, that has a Selling Price over Six US Dollars (USD 6), up to Twenty US Dollars (USD 20).</p> <p><u>Royalty Bracket 3:</u> Sixty-Six US Dollar cents (<b>USD 0.66</b>) for each NB-IoT Device, that is not also a Licensed LTE-M Product, that has a Selling Price over Twenty US Dollars (USD 20).</p>

#### LICENSED LTE-M PRODUCTS

<b>Applicable Licensed Product category – Smart Sensor Devices</b>	<b>Applicable Royalty Rate for Smart Sensor Devices</b>
<p>“Smart Sensor Device(s)” means a finished, complete and ready to use tracking device, sensor device, data concentrator device and/or metering device that is:</p> <ul style="list-style-type: none"><li>(i) featuring LTE-M Standard data connectivity as an integrated feature (whether or not enabled), and</li><li>(ii) has a Selling Price of One Hundred Thirty US Dollars (USD 130) or less.</li></ul> <p>For the avoidance of doubt, Smart Sensor Device(s) does not include Excluded Products or Smart Utility Metering Devices.</p>	<p><u>Royalty Bracket 1:</u> Eight US Dollar cents (<b>USD 0.08</b>) for each Smart Sensor Device that has a Selling Price of Six US Dollars (USD 6) or less.</p> <p><u>Royalty Bracket 2:</u> Thirty-Five US Dollar cents (<b>USD 0.35</b>) for each Smart Sensor Device that has a Selling Price over Six US Dollars (USD 6), up to Twenty US Dollars (USD 20).</p> <p><u>Royalty Bracket 3:</u> Sixty-Six US Dollar cents (<b>USD 0.66</b>) for each Smart Sensor Device that has a Selling Price over Twenty US Dollars (USD 20), up to Sixty US Dollars (USD 60).</p> <p><u>Royalty Bracket 4:</u> One US Dollar and Thirty-Three cents (<b>USD 1.33</b>) for each Smart Sensor Device that has a Selling Price over Sixty US Dollars (USD 60), up to One Hundred Thirty US Dollars (USD 130).</p>

<b>Applicable Licensed Product category – Smart Utility Metering Devices</b>	<b>Applicable Royalty Rate for Smart Utility Metering Devices</b>
<p>“Smart Utility Metering Device(s)” means a finished, complete and ready to use utility metering device and/or data concentrator device that is:</p> <ul style="list-style-type: none"> <li>(i) featuring LTE-M Standard data connectivity as an integrated feature (whether or not enabled), and</li> <li>(ii) used for measuring, surveillance, controlling and/or monitoring the consumption of electricity, gas or water by or on behalf of a utility company.</li> </ul> <p>For the avoidance of doubt, Smart Utility Metering Device(s) does not include Excluded Products.</p>	<p>Two US Dollars (<b>USD 2</b>) for each Smart Utility Metering Device.</p>

**Exhibit D**

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**LICENSED PATENTS**

[Listed Licensed Patents]