



WI-FI MULTIMODE SUBLICENSE AGREEMENT  
BETWEEN SISVEL AND [\_\_\_\_\_]

This Wi-Fi Multimode (MM) Sublicense Agreement (together with its Exhibits, and any attachments and amendments, the “Agreement”), effective as of January 1, 2025 (“Effective Date”), is entered into by and between **Sisvel International S.A.**, a company having its principal place of business at Immeuble Cubus C2, 4e étage, 2, rue Peterneichen, L-2370 Howald, Grand Duchy of Luxembourg (together with its Affiliates, “Sisvel” or “Licensor”) and [\_\_\_\_], a company duly incorporated under the laws of [\_\_\_\_], having its registered office at [\_\_\_\_] ( “[\_\_\_\_]” or “Licensee”) (individually, a “Party” and collectively, the “Parties”).

**RECITALS**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

**1. Defined Terms**

- 1.1 “Affiliate” means, with respect to any specified first Person, any other Person that now, or in the future, directly or indirectly, is Controlled by such first Person, Controls such first Person or is under common Control with such first Person; in each case, only for so long as such Control exists.
- 1.2 “Approved Product Type” means any product type listed in Error! Reference source not found.. 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 “Assert” or “Assertion” means to commence, participate in or prosecute a patent infringement lawsuit or other proceeding for patent infringement.
- 1.4 “Change of Control” means, with respect to a Party or Patent Owner (as the case may be) any of the following occurrences on or after the Effective Date, whether

in one or a series of related transactions:

- (i) the direct or indirect acquisition of voting rights, economic rights or other interest, whereby a Person obtains Control of such Party or 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 such Party (and its Affiliates) or Patent Owner (and its Affiliates), taken as a whole, to any other Person that was not an Affiliate of such Party or Patent Owner prior to such transaction; or
- (iii) the merger, consolidation or other business combination involving such Party or Patent Owner in which the voting power 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 Person outstanding immediately after such merger or consolidation.

1.5 **“Compensation”** means the overall payment due by Licensee as per Section 3.1 for the rights granted to it herein, in accordance with this Agreement.

1.6 **“Compliant Rate”** means the reduced royalty rate applicable per relevant Licensed Product (i) for present and future use and (ii) provided that Licensee is not committing a material breach of its obligations under this Agreement related to Licensee’s payments and reporting. Such material breach includes any material non-compliance, in particular but not limited to, Licensee not having submitted all relevant royalty statements timely, not having fulfilled its relevant payment obligations in connection with such statements, and such royalty statements not being true, complete and accurate in every material respect, and provided that such noncompliance has not been cured.

1.7 **“Control”** of a specified Person means (i) holding more than fifty percent (50%) of the outstanding stock or other (e.g., voting or economic) rights entitled to elect one or more directors of such specified Person; (ii) directly or indirectly holding the power, if applicable, to appoint a majority of the trustees of such specified Person, or to appoint or elect a majority of board members of such specified Person, by means of contractual arrangements or otherwise; or (iii) in the case such specified Person is without a governing body equivalent to a board of directors, directly or indirectly holding an economic or other interest carrying the right to receive more than fifty percent (50%) of the profits of the specified Person. For clarity, in case the specified Person is a trust, it is considered held, for the purposes of the previous sentence, by any other Person that established it, independent of who receives the economic interest of the trust.

1.8 **“Export Regulations”** shall mean any laws, regulations, or governmental orders relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures that are from

time to time imposed and/or administered by the United States, the European Union and its Member States, the United Kingdom, or the United Nations, or any other relevant jurisdiction, or the respective governmental institutions and agencies of the foregoing.

- 1.9     “Extended Term” means the term after the Initial Term as further defined in Section 6.1.
- 1.10    “Have Made” means the right to have a product made by a third Person for the sole use and benefit of Licensee and/or Licensee Affiliate(s) (the third Person being the “Have Made Producer”), provided that such product was made by the Have Made Producer solely for the resale by Licensee and/or Licensee’s Affiliate(s) and excluding each and every product that is resold by Licensee and/or Licensee Affiliate(s) to the Have Made Producer or its Affiliates. For the avoidance of doubt, such Have Made Producer or its Affiliates shall not be allowed to use for its own benefit or to Sell Have Made products to parties other than Licensee and/or Licensee Affiliate(s) (other than solely on behalf of Licensee and/or any of Licensee Affiliate(s) exercising such right).
- 1.11    “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 and/or covenant (including a covenant not-to-sue).
- 1.12    “Initial Term” means the period as described in Section 6.1.
- 1.13    “Joinder Date” means the effective date of a Patent Owner joining the Sisvel Wi-Fi Multimode Patent Pool. The respective Joinder Date of each Patent Owner is indicated in **Exhibit B**.
- 1.14    “Legacy Wi-Fi Essential Patent” means any Patent that, (i) under applicable law, includes at least a claim that is either necessarily used in practicing any portion of the Legacy Wi-Fi Standard, or the practice of which, as a practical matter, cannot be avoided in remaining compliant with the Legacy Wi-Fi Standard, or (ii) has been declared or otherwise held out by the respective Patent Owner (or prior owner) or its Affiliate, or Sisvel, as applicable, as essential to the Legacy Wi-Fi Standard.
- 1.15    “Legacy Wi-Fi Field” means only the functionality within the applicable product that conforms to or practices all or any part of the Legacy Wi-Fi Standard. For the avoidance of doubt, Legacy Wi-Fi Field excludes the functionality within the applicable product that conforms to or practices all or any part of the Wi-Fi 6 Standard, Wi-Fi 7 Standard, and/or any other IEEE 802.11 standard published thereafter.
- 1.16    “Legacy Wi-Fi Patent” means any Legacy Wi-Fi Essential Patent (but not including any Russian or Belarussian Patents or other Patents solely for the duration of any applicable Export Regulations) that is or has been Held by a Patent Owner at any time from its respective Joinder Date to the earlier of the following dates: (a) the

end of the Term or (b) the end of the term of the Wi-Fi Multimode Patent Pool Agreement (for clarity, in case one of the Patent Owners terminates its participation to the Sisvel Wi-Fi Multimode Patent Pool, the date on which such termination becomes effective shall be considered the end of the term solely with respect to the Legacy Wi-Fi Essential Patents Held by such Patent Owner). Notwithstanding any of the above, in the event of a Change of Control of a Patent Owner, (i) Legacy Wi-Fi Patents shall expressly exclude any and all Legacy Wi-Fi Essential Patents that become 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) Legacy Wi-Fi Patents during any Extended Term(s) shall expressly exclude any and all Legacy Wi-Fi Essential Patents 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 of (i) and (ii) unless Licensor notifies the Licensee otherwise in writing.

1.17 “Legacy Wi-Fi Product” means any product of an Approved Product Type that comprises or utilizes technology claimed by one or more of the Legacy Wi-Fi Patents in the Legacy Wi-Fi Field, and that conforms to or practices all or any part of the Legacy Wi-Fi Standard but not any part of the Wi-Fi 6 Standard or any other IEEE 802.11 standard published thereafter. For clarity, Legacy Wi-Fi Products are intended to be separate and distinct from Licensed Products and are, therefore, excluded from Licensed Products.

1.18 “Legacy Wi-Fi Standard” means the IEEE 802.11-2020 standard as published on February 26, 2021. For clarity, the Legacy Wi-Fi Standard excludes the Wi-Fi 6 Standard, the Wi-Fi 7 Standard, and any other IEEE 802.11 standard published thereafter.

1.19 “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 **Exhibit A**, provided that they qualify as Affiliate(s) under this Agreement. Licensee shall keep such **Exhibit A** updated and inform Licensor of any changes in writing.

1.20 “Licensee Wi-Fi Essential Patent” means any Wi-Fi 6 Essential Patent, Wi-Fi 7 Essential Patent, and/or Legacy Wi-Fi Essential Patent, which is or has been at any time during the Term Held by Licensee and/or Licensee Affiliates.

1.21 “Licensed Field” means only the functionality within a product conforming to or practicing all or any part of the Wi-Fi 6 Standard and/or the Wi-Fi 7 Standard. For clarity, Licensed Field explicitly does not include (i) any additional functionality, nor (ii) any additional functionality that conforms to or practices other standards (as a non-limitative example, 2G, 3G, 4G, 5G, etc.).

1.22 “Licensed Patents” means any and all Wi-Fi 6 Essential Patents and/or Wi-Fi 7 Essential Patents (but not including any Russian or Belarussian Patents or other Patents solely for the duration of any applicable Export Regulations) that are or have been Held by a Patent Owner (or its Affiliates), including but not limited to

those Patents that have been evaluated by an independent evaluator to be Wi-Fi 6 Essential Patents and/or Wi-Fi 7 Essential Patents, at any time from its respective Joinder Date to the earlier of the following dates: (a) the end of the Term or (b) the end of the term of the Wi-Fi Multimode Patent Pool Agreement (for clarity, in case one of the Patent Owners terminates its participation to the Sisvel Wi-Fi Multimode Patent Pool, the date on which such termination becomes effective shall be considered the end of the term solely with respect to the Wi-Fi 6 Essential Patents and/or Wi-Fi 7 Essential Patents Held by such Patent Owner). The Licensed Patents include but are not limited to those Wi-Fi 6 Essential Patents and/or Wi-Fi 7 Essential Patents identified in **Exhibit F**. Notwithstanding any of the above, in the event of a Change of Control of a Patent Owner, (i) Licensed Patents shall expressly exclude any and all Wi-Fi 6 Essential Patents and any Wi-Fi 7 Essential Patents that become 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 and all Wi-Fi 6 Essential Patents and any Wi-Fi 7 Essential Patents 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 of (i) and (ii) unless Licensor notifies the Licensee otherwise in writing.

- 1.23    **Licensed Product** means any Wi-Fi 6 Product or Wi-Fi 7 Product.
- 1.24    **LIFT Compensation Model** means the alternative compensation formula developed by Licensor based on the new technology adoption sponsoring scheme as stated in **Exhibit E**. The LIFT Compensation Model will only be available for licensees in good standing and as far as Patent Owners and/or Licensor have, or have had, no reason to initiate any litigation against them for being unwilling to take a license under the Sisvel Wi-Fi Multimode Patent Pool. In case applicable, the LIFT Compensation Model will apply instead of the Standard Compensation Model. For clarity, if Licensee chose the LIFT Compensation Model and commits a material breach of its obligations set forth in this Agreement, it will lose access to the LIFT Compensation Model and the Standard Compensation Model shall apply from the moment in which such material breach occurred until the moment in which Licensee's material breach has been remedied in full.
- 1.25    **Make**, **Made** or any variation of such term means make, Have Made, develop, use, import and/or re-import products.
- 1.26    **Necessary Records** means the documentation described in Section 4.4.
- 1.27    **New Patent Owner** means a Person who (i) Holds one or more Patents which have been evaluated by an independent third-party evaluator to be Wi-Fi 6 Essential Patents and/or Wi-Fi 7 Essential Patents, and (ii) joins the Sisvel Wi-Fi Multimode Patent Pool after the Effective Date. To the extent Licensor has the necessary applicable rights from any such New Patent Owner, Licensor shall timely inform Licensee in writing, and in case Licensee does not object to Licensor in writing within ten (10) days after receipt of Licensor's notice, such Person shall

become a Patent Owner in accordance with this Agreement as of the respective Joinder Date. In such event, **Exhibit B** shall be updated accordingly to include each New Patent Owner and its respective Joinder Date. If applicable, the New Patent Owner's Wi-Fi 6 Essential Patents and/or Wi-Fi 7 Essential Patents become Licensed Patents under this Agreement as of the Joinder Date or any later point in time during the Term when the relevant Patents become Held by New Patent Owner, and **Exhibit F** shall be updated accordingly.

1.28    **Outstanding Liability** has the meaning as set forth and defined in the description of LIFT per **Exhibit E**.

1.29    **Past Release** has the meaning set forth in Section 2.1.

1.30    **Patent** means any patent or patent application (including claims of licensable patent applications), including any divisions, continuations, continuations-in-part, re-examinations, reissues, renewals, and extensions thereof and any counterparts claiming priority therefrom, and like statutory rights, but excluding any and all design patents and design patent applications therefor.

1.31    **Patent Owner** means any Person Holding one or more of the Licensed Patents, which joined the Sisvel Wi-Fi Multimode Patent Pool as of the Effective Date (or later as a New Patent Owner) and that is listed in **Exhibit B**.

1.32    **Person** means an individual or a corporation, association, trust, partnership, limited liability company, joint venture, unincorporated organization, or other legal entity (wherever and however incorporated or established).

1.33    **Post-Term Units** means Licensed Products Made by or for and Sold by Licensee or Licensee Affiliates after the Term.

1.34    **Pre-Term Units** means Licensed Products Made by or for and/or Sold by Licensee or Licensee Affiliate prior to the Effective Date, as detailed in **Exhibit D**.

1.35    **Royalty Rate** means the applicable reference royalty rate per unit of the respective Licensed Product, which is either the Standard Rate or the Compliant Rate, as set forth in **Exhibit C**.

1.36    **Sale**, **Sell**, **Sold** or any similar variation of such term means export, offer to sell, sell, distribute, lease and/or otherwise dispose of products. For clarity, Selling a product implies the right to have it used by a Person acquiring such product.

1.37    **Sisvel Wi-Fi Multimode Patent Pool** means the patent pool established through a Wi-Fi Multimode Patent Pool Agreement effective as of July 1, 2025 among Licensor and the Patent Owners (the "Wi-Fi Multimode Patent Pool Agreement"), granting Licensor the right to grant the rights granted herein.

1.38    **Standard Compensation Model** means the compensation formula stated under

Sections 3.3, 3.3.1 and 3.3.2.

1.39 “Standard Rate” means the standard royalty rate applicable per relevant Licensed Product (i) with respect to the Past Release or (ii) in case Licensee commits a material breach of its obligations under this Agreement related to Licensee’s payments and reporting. Such material breach includes any material non-compliance, in particular but not limited to, Licensee not having submitted all relevant royalty statements timely, not having fulfilled its relevant payment obligations in connection with such statements, and such royalty statements not being true, complete and accurate in every material respect, and provided that such non-compliance has not been cured. Such Standard Rate shall apply, 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 Sisvel, in its discretion, confirms in writing to Licensee that Licensee’s material breach has been remedied in full.

1.40 “Term” means the term as described in Article 6 of this Agreement.

1.41 “Territory” means worldwide, however, limited to the scope of territorial protection of each of the Licensed Patents and the Legacy Wi-Fi Patents, respectively.

1.42 “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 within the Licensed Field, or any other immunity from liability under any of the Licensed Patents (including, e.g., exhaustion from the sale of a licensed component that encompasses the technology claimed by any of the Licensed Patents, but excluding any standstills or covenants not-to-sue, forbearances, covenants to sue last, or similar mechanisms granted by the Patent Owner), in each case, that was concluded or existed prior to the Effective Date, or prior to the Joinder Date with respect to a New Patent Owner, or was uninterruptedly renewed/extended after the Effective 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 that are encumbered by such agreement or immunity, (ii) confirming its existence, (iii) naming the involved parties and (iv) confirming whether Licensed Products are covered under such agreement or immunity. Effects of a Third-Party License are set forth in Sections 2.4 and 3.4.

1.43 “Vehicle” means a complete and ready to use vehicle that has at least four (4) wheels and physical controls enabling a driver to fully direct its speed and direction (e.g., steering wheel, braking and acceleration pedals), and includes also Connectivity Components but excludes any vehicle that operates on water, in the air, or on rails. “Connectivity Components” in the context of this definition means a part of a Vehicle that provides an instance of wireless connectivity using the Wi-Fi 6 Standard (such as a telematics control unit and/or a module or chipset included in such telematics control unit).

1.44 “Wi-Fi 6 Essential Patents” means any Patent that: (i) 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, or (ii) has been declared or otherwise held out by the respective Patent Owner (or a previous owner) or its Affiliate, or Sisvel, as applicable, as essential to the Wi-Fi 6 Standard.

1.45 “Wi-Fi 6 Product” means any product of an Approved Product Type that conforms to or practices all or any part of the Wi-Fi 6 Standard and that comprises or utilizes technology claimed by one or more of the Licensed Patents that is a Wi-Fi 6 Essential Patent within the Licensed Field but does not practice all or any part of the Wi-Fi 7 Standard nor any other IEEE 802.11 standard published thereafter.

1.46 “Wi-Fi 6 Standard” means the “ax” amendment to the IEEE 802.11 standard that defines modifications to both the IEEE 802.11 physical layer (PHY) and the medium access control (MAC) sublayer for High Efficiency (HE) operation, including technical features originally introduced by standard specifications other than IEEE 802.11ax, but only if such features are explicitly specified by reference to operation of an HE device and the implementation of such feature is required for compliance with such amendment. For clarity, features exclusively required for backward compatibility are not included in the current definition, notwithstanding the fact that such features are (i) referenced by the IEEE 802.11ax standard specification or (ii) described in the previous sentence.

1.47 “Wi-Fi 7 Essential Patent” means any Patent that: (i) under applicable law, includes at least a claim that is either necessarily used in practicing any portion of the Wi-Fi 7 Standard, or the practice of which, as a practical matter, cannot be avoided in remaining compliant with the Wi-Fi 7 Standard, or (ii) has been declared or otherwise held out by the respective Patent Owner (or a previous owner) or its Affiliate, or Sisvel, as applicable, as essential to the Wi-Fi 7 Standard.

1.48 “Wi-Fi 7 Product” means any product of an Approved Product Type that conforms to or practices all or any part of the Wi-Fi 7 Standard and that comprises or utilizes technology claimed by one or more of the Licensed Patents within the Licensed Field but does not practice all or any part of the IEEE 802.11bn standard nor any other amendment and/or any revision to the IEEE 802.11 standard published after the IEEE 802.11bn standard.

1.49 “Wi-Fi 7 Standard” means the “be” amendment to the IEEE 802.11 standard that defines modifications to both the IEEE 802.11 physical layer (PHY) and the medium access control (MAC) sublayer for Extremely High Throughput (EHT) operation, including technical features originally introduced by standard specifications other than IEEE 802.11be, but only in case such features are explicitly specified by reference to operation of an EHT device and the implementation of such feature is required for compliance with such amendment. For clarity, features exclusively required for backward compatibility are not included in the current definition, notwithstanding the fact that such features are (i) referenced by the IEEE 802.11be

standard specification or (ii) described in the previous sentence.

1.50 **“Wi-Fi Products”** means, jointly, the Licensed Products and the Legacy Wi-Fi Products.

## **2. Release and License**

2.1 **Past Release**. Subject to Section 2.4 and effective upon Licensee’s fulfilment of its payment obligations regarding the Pre-Term Units, under the LIFT Compensation Model or the Standard Compensation Model, whichever applies, Lessor hereby irrevocably releases, acquits, and forever discharges Licensee and Licensee Affiliates from any and all claims of damages or other liabilities for infringement of the Licensed Patents within the Licensed Field limited to the Pre-Term Units to the extent such Pre-Term Units would have been licensed under this Agreement had such infringing acts occurred during the Term, and insofar extends to their successors as well as any downstream customers or end-users for their activities with respect to such released Pre-Term Units (“Past Release”). For clarity, however, with regards to a New Patent Owner, this release does not apply to the period preceding the relevant Joinder Date of such New Patent Owner. Lessor, 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 Section 2.4 and Licensee’s full compliance with the obligations set forth in this Agreement, Lessor hereby grants to Licensee and Licensee Affiliates a non-exclusive, non-transferrable, non-sublicensable royalty bearing license under the Licensed Patents within the Licensed Field to Make and/or Sell Licensed Products for which royalties have been paid by Licensee in the Territory during the Term. For clarity: Post-Term Units are not covered by the license granted herein.

2.3 **Standstill**. Subject to Licensee’s full compliance with the obligations set forth in this Agreement, Lessor, on behalf of Patent Owners and Patent Owners’ Affiliates, grants Licensee and Licensee Affiliates a standstill such that Patent Owners and Patent Owners’ Affiliates shall not, during the Term, bring or prosecute any judicial, administrative, or other proceeding for, or based on, infringement of any Legacy Wi-Fi Patent within the Legacy Wi-Fi Field against Licensee or Licensee Affiliates in connection with any Licensed Product Made by or for and/or Sold by Licensee and/or Licensee Affiliates during the Term, provided that Licensee and Licensee Affiliates do not commit a material breach of their obligations under this Agreement and only for the period in which there is no such material breach. For clarity: such standstill does not include any waiver of accruing liability in the Legacy Wi-Fi Field. For further clarity: Post-Term Units are not covered by this standstill.

2.4 **KPN Limitation**. Until July 4, 2034 (as applicable), notwithstanding anything to the contrary herein and solely with respect to Licensed Patents that are Wi-Fi 6 Essential Patents Held by Koninklijke KPN N.V., the rights granted by Lessor to Licensee in Sections 2.1 and 2.2 under such Licensed Patents within the Licensed

Field solely with respect to the Wi-Fi 6 Standard do not cover or extend to any Licensed Products that are Vehicles.

- 2.5 **Effect of Third-Party License.** A Third-Party License with Licensee or Licensee Affiliates shall be taken into consideration when determining the Compensation (including for the Past Release, in case and to the extent the period before the Effective Date is covered by such Third-Party License), as specified in Section 3.4.
- 2.6 **Licensee as Patent Owner.** In the event Licensee is also a Patent Owner or a Patent Owner's Affiliate, the Licensed Patents Held by such Patent Owner are not included in the rights granted under this Agreement, notwithstanding anything to the contrary herein. This situation is taken into consideration when determining the Compensation, as specified in Section 3.5.
- 2.7 **Limited Scope.** THE LICENSEE AND LICENSEE AFFILIATE'S RIGHTS ARISING FROM THIS AGREEMENT ARE LIMITED TO THE RIGHTS EXPLICITLY STATED HEREIN. NO RIGHTS OTHER THAN THOSE EXPLICITLY STATED IN SECTIONS 2.1, 2.2, AND 2.3 ARE GRANTED, AUTHORIZED, RELEASED, IMMUNIZED, OR MAY ARISE THROUGH IMPLICATION, ESTOPPEL, FORBEARANCE, FOREFEITURE, WAIVER, EXHAUSTION, OR ANY OTHER LEGAL OR EQUITABLE THEORY BY VIRTUE OF THIS AGREEMENT, OR AS A CONSEQUENCE OF ANY ACTS OR OMISSIONS IN RELATION HERETO. THIS IS AN ESSENTIAL TERM OF THIS AGREEMENT WITHOUT WHICH THE PARTIES WOULD NOT HAVE ENTERED INTO IT.

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

- 3.1 **Compensation.** Lessor explained and offered to Licensee two different alternatives in connection with the compensation for the rights granted under this Agreement to Licensee: (i) the Standard Compensation Model; and (ii) the LIFT Compensation Model. As a convenience for Licensee, the Parties have knowingly and willingly agreed to apply the method of [ ] to determine the Compensation. The Parties acknowledge that any further reference to the [ ] in this Agreement is for documentation purposes only, in order to demonstrate the alternatives offered to Licensee. Lessor will take Licensee's royalty statement regarding the Past Release into account when calculating the respective Compensation for the relevant Licensed Products, as per Section 4.1 sentence 1.
- 3.2 **Compensation under the LIFT Compensation Model.** In the event that the LIFT Compensation Model applies, Licensee's payment obligations are defined as set forth in **Exhibit E**.
- 3.3 **Compensation under the Standard Compensation Model.** In the event that the Standard Compensation Model applies, Licensee shall make the following non-refundable and non-recoupable payments to Lessor, as consideration for the rights to be granted to Licensee by Lessor under this Agreement:
  - 3.3.1 **Past Release for Pre-Term Units.** For the Past Release, Licensee shall pay the following lumpsum: [ ] ([ ]).

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

Payment of the Compensation shall be due within fifteen (15) days from receipt of the respective invoice from Licensor, which Licensor may send (i) on or after the Effective Date for the Past Release per Section 3.3.1; and (ii) on or after the date on which Licensor received the respective report in accordance with Article 4 for Licensed Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates during the Term per Section 3.3.2.

3.4 Third-Party License. Licensee shall not be charged for the relevant Licensed Patents which are encumbered by a Third-Party License with Licensee or Licensee Affiliates (“Pre-Netting”), insofar as such Third-Party License covers the relevant grant of rights set forth herein. Effective as from the termination of the Third-Party 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 in connection with Licensed Products as set forth herein.

3.5 Licensee’s Supplier; Exhaustion. If Licensee or any Licensee Affiliate purchases or otherwise obtains Licensed Products from a third Person, pursuant to an authorized sale (i.e., transfer of title) by such third Person, under a license, cross-license, sublicense, or any other grant of rights or agreement to Make and/or Sell Licensed Products under the Licensed Patents Held by a Patent Owner within the Licensed Field then, subject to written confirmation by such Patent Owner, Licensee shall have no royalty obligation for such products under the relevant Licensed Patents Held by such Patent Owner (exhaustion).

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

Licensee Affiliates, Licensee's responsibility to pay the respective royalties to Lessor under this Agreement with respect to such Licensed Products still applies.

- 3.7 **No Double Charges.** Agreements related to one or more of the Licensed Patents for Licensed Products within the Licensed Field shall be taken into account, as applicable, when calculating the Compensation due by Licensee, provided that Licensee reasonably proves the existence of such existing agreements.
- 3.8 **Licensee as Patent Owner.** Licensee and Licensee Affiliates shall not be charged under this Agreement for the Licensed Patents which Licensee Holds, as per Section 2.6.
- 3.9 **Costs, Taxes and Bank Charges.** Each Party shall be responsible for its own costs, stamp duties, taxes and other similar levies arising from or in connection with the conclusion of this Agreement. In the event that the government of a country imposes any taxes on payments made by Licensee to Lessor hereunder and requires Licensee to withhold such tax from such payments, Licensee may deduct such tax from such payments. In such an event, Licensee shall promptly provide Lessor with tax receipts issued by the relevant tax authorities so as to enable Lessor to support a claim for credit against taxes which may be payable by Lessor and to enable Lessor 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.
- 3.10 **Bank Details.** The Compensation shall be paid by wire transfer to Lessor's bank account as specified in the invoice provided by Lessor.

#### **4. Reporting**

- 4.1 **Reporting Details.** Upon or before signature, Licensee shall provide Lessor with a royalty statement indicating, separately for each Approved Product Type, the number of units of (i) Wi-Fi 6 Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates between June 1, 2021 and the Effective Date and/or (ii) Wi-Fi 7 Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates between July 1, 2025 and 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 Lessor with a full royalty statement indicating, separately for each Approved Product Type, the number of units of Wi-Fi 6 Products and/or Wi-Fi 7 Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates during the previous calendar quarter. Lessor shall provide an electronic form to Licensee for such royalty statements, which shall include, for each shipment or delivery of such relevant Wi-Fi 6 Products and/or Wi-Fi 7 Products, the following details: the model number, a brief description of the product or product type, the brand or trademark on the product, the full name of the customer, the country of Sale, the full name of the

manufacturer (or the direct supplier, as the case may be), and the country of manufacture. Licensee shall submit the full royalty statements in accordance with this Section 4, in a file type specified by Licensor via e-mail to the address [WiFiMM.reporting@sisvel.com](mailto:WiFiMM.reporting@sisvel.com). Upon reasonable request from Licensor, Licensee shall render to Licensor the above full royalty statements 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 3.5 and 3.6, Licensee shall separately report in the royalty statements as per Section 4, with respect to the preceding calendar quarter and separately for each Approved Product Type, the total number of units (and additional information required in such royalty statements) of Wi-Fi 6 Products and/or Wi-Fi 7 Products that Licensee and/or Licensee Affiliates Made for and/or Sold to and/or purchased from a third Person licensed under the Licensed Patents for such Wi-Fi 6 Products and/or Wi-Fi 7 Products within the Licensed Field and the identity of such third Person.

4.3 **Confidential Reports.** Licensor shall not disclose any of the information comprised in the royalty statements provided by Licensee or Licensee Affiliates under this Agreement as per Article 7.

4.4 **Audit**

4.4.1 **Necessary Records.** Licensee and Licensee Affiliates shall keep and maintain, in paper or electronic form, all necessary books and purchase and sales records to evidence and substantiate the information required under this Agreement (e.g., types, identifiers, amounts, etc.) of Wi-Fi 6 Products and/or Wi-Fi 7 Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates (“Necessary Records”), such as, for example, books and records showing the relationship of Licensee and all Licensee Affiliates and production, bills of materials (“BOMs”), purchases, stocks, deliveries, and technical specifications. Necessary Records pertaining to a particular royalty reporting period, including Necessary Records relating to the Making and/or Selling of any Licensed Products, shall be maintained for five (5) years after the expiration of the Term.

4.4.2 **Audit Right.** Licensor shall have the right to audit Licensee’s and Licensee Affiliates’ Necessary Records once per calendar year for verification of the amount of Wi-Fi 6 Products and/or Wi-Fi 7 Products actually Made and/or Sold during the Term in comparison to the amounts reported as Made and/or Sold according to Section 4. Licensor shall give Licensee written notice of such audit at least five (5) days prior to the audit.

4.4.3 **Auditor.** Any audit under this Section 4.4.2 shall be conducted by a certified public accountant or equivalent accountant or auditor (“Auditor”) selected by Licensor. The Auditor may: (i) provide updates to Licensor regarding the

status, timeline, and issues with the audit; (ii) consult with Lessor regarding any interpretation or scope of this Agreement; and (iii) provide Lessor with informal reports and summaries. The Auditor shall provide a final written report to Lessor including the Auditor's findings, the details indicated in Section 4.1, and any information the Auditor concludes is necessary to support the Auditor's findings. The Auditor shall enter into a relevant and reasonable confidentiality agreement that Licensee and/or Licensee Affiliate may reasonably request prior to the beginning of any such audit, but such agreement will not restrict the Auditor's ability to conduct the audit, will not limit the Necessary Records available to or to be provided to the Auditor, will not restrict the Auditor from (i)-(iii) within this subsection, and will not restrict the Auditor from issuing a final written report.

- 4.4.4 **Reasonable Cooperation with Auditor.** It shall be a material breach of this Agreement for Licensee and/or a Licensee Affiliate to fail to reasonably cooperate with the Auditor and/or to fail to reasonably provide the Auditor with all Necessary Records reasonably requested by the Auditor. All books and records provided by Licensee and/or a Licensee Affiliate to such Auditor, for the purposes of such audit(s), shall be kept by the Auditor according to Auditor's confidentiality agreement.
- 4.4.5 **Audit Costs.** The cost of any audit under Section 4.4.2 shall be at the expense of Lessor; provided, however, that Licensee shall bear the entire cost of the audit, without prejudice to any other claim or remedy that Lessor may have under this Agreement or under applicable law, if: (i) the audit reveals a discrepancy (i.e. fails to confirm Licensee's timely reporting and payment) that is greater than three percent (3%) of the number of Licensed Products reported by Licensee or Licensee Affiliates in any of the quarterly royalty statements during the period to which the audit refers; or (ii) Licensee or any Licensee Affiliate unreasonably refuses, delays, or obstructs the audit or the Auditor's performance of the audit.
- 4.4.6 **Shortfall.** Regardless of whether there is agreement on the results of the audit, within thirty (30) days after receiving notice from Lessor or any shortfalls uncovered, Licensee shall pay (i) any shortfalls plus interest, as measured from the date when such shortfall should have been paid; and (ii) the cost of the audit if required under Section 4.4.5.

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

Licensee shall, as soon as reasonably practicable, cure such breach or failure.

## 5. Representations and Warranties

5.1 Licensor's Representation. Licensor represents and warrants that it has the authority, power, and right to enter into this Agreement and to grant Licensee and Licensee Affiliates the rights, privileges, and releases granted herein.

5.2 Licensor's Limitations. Nothing in this Agreement shall be construed as: (a) a warranty or representation by Licensor as to the validity or scope of any of the Licensed Patents; (b) a warranty or representation by Licensor that anything Made and/or Sold under any right granted in this Agreement is free from infringement or will not infringe, directly, contributorily, by inducement or otherwise, under the laws of any country, any patent or other intellectual property right different from the Licensed Patents; or (c) a warranty or representation by Licensor that the Licensed Patents include all patents necessary for compliance with the relevant specification throughout the world.

5.3 Licensee's Representation. Licensee represents and warrants (a) that, as of the Effective Date, (i) it is not the subject of a voluntary or involuntary petition in bankruptcy (or the equivalent thereof) or any other proceeding based on financial distress, (ii) it does not contemplate filing any voluntary petition in bankruptcy or the equivalent thereof, (iii) it does not have reason to believe that an involuntary petition in bankruptcy (or the equivalent thereof) or any other proceeding based on financial distress, will be filed against it in the foreseeable future, and (iv) the royalty statement provided by Licensee under the first sentence of Section 4.1 is and will be accurate, true, and complete; and (b) that (i) it has the authority, power, and right to enter into this Agreement, (ii) in executing this Agreement, it does not rely on any promises, inducement or representations made by Licensor or any third Person with respect to this Agreement or any other business dealings with Licensor or any third Person, now or in the future, except those expressly set forth herein, (iii) that it shall use its reasonable best efforts to make sure all reports and information provided by Licensee to Licensor and, if applicable, to an Auditor as per Article 5 have been and will be accurate, true and complete, (iv) Licensee is entering into this Agreement for its own convenience to acquire rights under Licensed Patents from multiple Patent Owners in a single transaction and acknowledges that Licensee is free to negotiate separate licenses for the Licensed Patents directly with one or more of the Patent Owners independently, individually, and directly, on mutually acceptable terms and conditions, which may be different from those set forth in this Agreement, (v) Licensee understands that the terms of this Agreement require the payment of the same specified royalty regardless of whether one, or more Licensed Patents are infringed, and (vi) that the fee provisions and royalties specified herein are fair and reasonable for a license, and (vii) Licensee will comply with all applicable laws, regulations and governmental orders pertaining to its performance hereunder. Licensee also makes the representations and warranties in this Section (other than clause (b)(vii)) on behalf of Licensee Affiliates, as if they had been the named Person in the foregoing.

5.4 **Parties' Mutual Representations.** Each Party represents and warrants that this Agreement and the transactions contemplated hereby do not violate or conflict with, or result in a breach under, any other agreement to which it is subject as a party or otherwise. Licensee also makes the representation and warranty in this Section on behalf of Licensee Affiliates, as if they had been the named Person in the foregoing.

5.5 **Exhaustive List of Representations.** Other than the express warranties set forth in this Article 5, the Parties DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED. LICENSEE DISCLAIMS RELIANCE ON ANY REPRESENTATIONS AND WARRANTIES OF LICENSOR NOT EXPRESSLY STATED.

## **6. Term and Termination**

6.1 **Initial Term and Term.** This Agreement is effective as of the Effective Date and shall be in force and effect for a term of five years (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 the "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 or applicable subsequent five years (5 years) period ("Extended Term"), 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 years (5 years) period. Insofar as the LIFT Compensation Model applies, only Licensee has the right to terminate this Agreement. In the event the Standard Compensation Model applies, then the Extended Term shall not consist of more than two five years (5 years) extensions.

6.3 **Cure Period.** In the event Licensee fails to report royalties, provide due assistance and/or make payment for any due amounts, Licensor shall provide Licensee with notice of such failure and Licensee shall have thirty (30) days from receipt of such notice from Licensor to remedy such failure before such failure is considered a material breach. In case the afore-mentioned event occurs multiple times during the Term, Licensor may consider this a material breach with no further right for Licensee to remedy.

6.4 **Termination after Material Breach of Licensee.** In the event of a material breach of this Agreement by Licensee, Licensor has the right to terminate this Agreement with immediate effect. In the event of failure of Licensee to comply with Section 8.5, in particular with respect to Export Regulations, Licensor is entitled to terminate this Agreement with immediate effect and without Licensor incurring any liability.

6.5 **Termination after Change of Control.** In the event of a Change of Control of Licensee, Licensor has the right to terminate this Agreement effective as of the

date on which the Change of Control becomes effective. Licensee shall provide Lessor 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 of Control becomes effective.

6.6 **Defensive Termination.** In the event Licensee or any Licensee Affiliate initiates, or maintains, or in any other way participates in, or has third Persons initiate, an Assertion against a Patent Owner and/or its Affiliates related to a Licensee Wi-Fi Essential Patent, and Licensee and/or Licensee Affiliate has refused or should be reasonably regarded as having refused to grant the relevant Patent Owner and/or its Affiliates a license on a reciprocal basis under such Licensee Wi-Fi Essential Patents upon which the Assertion is based, then such Patent Owner may provide written notice to Lessor of termination of the rights granted to Licensee under the Licensed Patents and Legacy Wi-Fi Patents it Holds. Upon receipt of notice of such termination, Lessor shall promptly notify Licensee ("Notice Of Termination") and permit Licensee thirty (30) days to withdraw its Assertion in writing. If Licensee does not withdraw with prejudice its Assertion within thirty (30) days from the Notice Of Termination, then Lessor shall terminate, effective on the Notice Of Termination's date, the rights granted under the Licensed Patent(s) and Legacy Wi-Fi Patent(s) such Patent Owner Holds, which Lessor shall communicate to Licensee accordingly. Following any such termination, Lessor shall provide Licensee with an updated illustrative list of Licensed Patents in **Exhibit F**, reflecting the removal of such Patent Owner and its respective listed Licensed Patents. For clarity, in such event, there shall be no adjustment of the Compensation.

6.7 **Termination Only as Provided.** This Agreement may only be terminated as provided in accordance with its terms.

6.8 **Final Audit, Final Report, and Final Payment.** Any termination or expiration of this Agreement shall not prejudice Lessor's right to conduct a final audit in accordance with the provisions of Section 4.4. Furthermore, upon such expiration or termination, Licensee remains obligated to provide all reports and payments due Lessor for all royalties and other payments accrued prior to the date of termination or expiration.

## **7. Confidentiality**

Each Party may disclose (i) the existence of this Agreement including the identity of the Parties, (ii) the relevant technology licensed under this Agreement, and (iii) that this Agreement was concluded under the Sisvel Wi-Fi Multimode Patent Pool; but shall keep the terms and conditions of this Agreement and any information exchanged by the Parties in its execution confidential and shall not disclose any of the above to any third Person (for clarity, Affiliates of the Parties are not considered third Persons), except: (a) if such disclosure was done by Lessor in an aggregated or anonymized form; (b) if such disclosure was done by Lessor to a third Person under a non-disclosure obligation with Lessor; (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 lawsn regulations, or governmental orders; (f) to a Party's accountants, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein; (g) to a competent court, arbitral or mediation panel or competition authority for the purposes of establishing or opposing competition law or (F)RAND related defense(s) in the context of patent infringement, subject to there being safeguards in place to ensure the confidentiality of such information; (h) if disclosure is demanded by a subpoena, or by an order from a court or governmental body, or otherwise during the course of litigation or as may be required by law, regulation, or order, however, if legally possible, subject to protective order or written agreement between counsels that such disclosure shall be limited to "Attorneys' Eyes Only", (or, in the case disclosure is pursuant to a protective order, such protective order shall provide, to the extent practicable, that any disclosure under a protective order would be protected under an "Attorneys' Eyes Only" or higher confidentiality designation); or (i) if the information was or becomes known to the disclosing Party, or becomes publicly available, in each case of (i), without improper means and without an obligation of confidentiality on the part of the disclosing Party or any Person from which such information was or is obtained.

## 8. Miscellaneous

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

for Licensor:	for Licensee:
<b>Sisvel International S.A.</b>	<input type="text"/>
Att.: Wi-Fi MM Program Manager	Att.: <input type="text"/>
Immeuble Cubus C2	<input type="text"/>
2, rue Peternelchen	<input type="text"/>
L-2370 Howald	<input type="text"/>
Grand Duchy of Luxembourg	
E-mail: <a href="mailto:WiFiMM-PM@sisvel.com">WiFiMM-PM@sisvel.com</a>	E-mail to: <input type="text"/>
with cc: <a href="mailto:notice@sisvel.com">notice@sisvel.com</a>	

8.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall be deemed to constitute a single document. The exchange of scan copies of signed versions or electronically executed copies of this Agreement shall be sufficient to execute this Agreement and any communication and/or amendment, if any.

8.3 Written Form Requirement. This Agreement may not be modified, altered, or changed in any manner whatsoever unless in writing and duly executed by authorized representatives of all Parties. The written form requirement also applies to this clause. The second sentence of Section 8.2 shall apply accordingly.

8.4 Law and Jurisdiction. The Agreement is governed by and construed in accordance with the laws of Germany and irrespective of any conflict of laws principle that might dictate a different governing law. The courts of Mannheim, Germany, shall have exclusive jurisdiction for any and all disputes arising from or in connection with this Agreement.

8.5 Compliance with Laws. Licensee shall comply with all applicable laws, regulations, and governmental orders as of the effective date stated in the relevant law or regulation, including any applicable Export Regulations and applicable tax withholding laws and regulations and shall not engage in any conduct that would cause Licenser or any Patent Owner to violate such laws, regulations, and orders. This sublicense is granted only to Sell, use and Make Licensed Products that do not violate such laws, regulations, and orders. For the avoidance of doubt and without limitation to the foregoing, Licensee is prohibited to Sell, use, Make, export or re-export, directly or indirectly, any Licensed Products from any place to the countries specified in EU Regulations 833/2014, 765/2006, 269/2014, and 2024/1745 and any amendments thereto for the duration of such regulations. Licensee shall itself be responsible for monitoring such laws, regulations, and orders for any such prohibitions or restrictions and shall follow any instructions Licenser may issue relating thereto. Licensee shall indemnify Licenser and Patent Owners, as applicable, from any expense or damage incurred by Licenser or the applicable Patent Owner, as applicable, resulting from Licensee's conduct that violates or is alleged to violate any such law, regulation, or order or resulting in a violation or alleged violation of any such law, regulation, or order by Licenser or any Patent Owner. This Section is an essential element of the Agreement.

8.6 No Circumvention of this Agreement; No Patent Laundering. The Parties agree not to act through or in conjunction with third Persons to circumvent or frustrate the purposes of this Agreement, and further agree not to structure future transactions where the effect of such transaction is to limit the licenses, rights, releases, covenants, or immunities provided for under this Agreement. The licenses and other rights conveyed herein are intended to cover only the *bona fide* Licensed Products of Licensee and Licensee Affiliates, and do not cover patent laundering activities such as activities that are undertaken for the purpose of improperly extending the rights to the products or activities of third Persons, which were not intended to be covered by this Agreement (including by means of

setting up buy and sell back arrangements, business unit or product or technology divestitures that occur for the primary purpose of extending the rights granted hereunder to third Persons, and other similar sham arrangements).

- 8.7 **No Assignment**. This Agreement or any right or obligation thereof may not be assigned by Licensee without Lessor's prior written consent.
- 8.8 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and replaces any prior oral or written agreement between the Parties with respect to the same.
- 8.9 **General Severability**. In the event that any provision of this Agreement is rendered invalid, illegal, or otherwise unenforceable, then such provision shall be amended without materially altering the intention of the Parties and coming as close as possible to the economic reasoning of such provision, and the remainder of this Agreement shall remain in full force and effect, provided the intent of the Parties can be realized.
- 8.10 **Severability regarding LIFT provisions**. In the event that any provision regarding one or more aspects of LIFT, as applied under this Agreement, is rendered invalid, illegal, or otherwise unenforceable ("Invalidation Event") (such provision referred to as "Invalid LIFT Provision"), the Parties shall discuss in good faith, an amendment to such Invalid LIFT Provision to conform to the implications of such Invalidation Event, consistent with all legal requirements, without materially altering the intentions of the Parties and coming as close as possible to the intended economic effect of the Invalid LIFT Provision, for a period of maximum six (6) months (unless otherwise imposed as per the Invalidation Event or extended in writing by the relevant parties) ("Interim Non-Assert"); under such an Interim Non-Assert, (i) any termination of this Agreement shall be suspended and postponed until the end of such Interim Non-Assert, (ii) Sisvel agrees, and covenants the same for the Patent Owners, to refrain from, directly or indirectly, initiating, suing, or pursuing any claim arising out of or in connection with this Agreement against Licensee, Licensee Affiliates and/or their successors and assigns, in or before any court or any other governmental authority, anywhere in the world, on payment matters beyond the amount and arrangement originally intended, provided that at least the amount intended under the original arrangement is duly paid during the Interim Non-Assert, and (iii) in order to allow the Sisvel Wi-Fi Multimode Patent Pool to continue operating and for the Patent Owners to maintain their economic interests unaltered during the period necessary to conclude such good faith discussions, pending an ex-tunc amendment of the Invalid LIFT Provision, the Parties agree that the effect of the Invalid LIFT Provision shall be considered temporarily maintained, provided doing so is consistent with law, until an amendment of the Invalid LIFT Provision is agreed or until the end of the Interim Non-Assert, whichever comes first. For clarity, the Parties do not intend to alter the recourses available following the Invalidation Event; in other words, any amount received during the Interim Non-Assert shall be calibrated and offset or trued up against amounts that would have

been due following the amendment of the Invalid LIFT Provision (if the amendment of the Invalid LIFT Provision will be agreed on before expiration of the Interim Non-Assert), and such calibrated amount shall cover first the “oldest” Outstanding Liability and the related Licensed Products Made and/or Sold. Notwithstanding the foregoing, nothing in such Interim Non-Assert shall constitute or shall be construed as an agreement among the Parties on an amendment of the Invalid LIFT Provision and, accordingly, such Interim Non-Assert shall have no effect other than offering a certain period of time to find alternative mutually agreeable regulations regarding one or more aspects of LIFT that were subject to the Invalidation Event in accordance with the terms of this Section. The effect of such alternative mutually agreeable regulations would apply to amounts that may have accrued before and during the term of such Interim Non-Assert, and which may go beyond payments made in light of the Invalid LIFT Provision. In case, upon expiration of the Interim Non-Assert, the Parties will have not agreed on an economic solution resulting from any such Invalid LIFT Provision, then (x) this Agreement can be terminated with immediate effect, provided that the deletion of the Invalid LIFT Provision would, in Sisvel’s discretion, have a material economic effect on Licensee, and, in case Licensee is also a Patent Owner (“Licensee Patent Owner”), the Sisvel Wi-Fi Multimode Patent Pool Agreement shall be consequently and concurrently terminated for Licensee Patent Owner, (y) the Individual Royalty Share of the Licensee Patent Owner as set forth in the Sisvel Wi-Fi Multimode Patent Pool Agreement relative to the quarter in which such termination took place and the following three (3) quarters shall be used to cover any Outstanding Liability and (z) Sisvel shall revoke, effective from the date following the period described under (y) of this Section 8.10, all rights granted under this Agreement to the portion of the Licensed Products to which the then unpaid amount, if any, refers to, and, with regard to such unlicensed Licensed Products, all legal recourse and remedies for the infringement of the Licensed Patents under the applicable law shall be restored. For the avoidance of doubt, Licensee Patent Owner (and/or its Affiliate, as applicable) may, at its election and provided that, latest on the last day of the period described under (y) of this Section 8.10, all due payments have been made, decide not to terminate this Agreement (and the Sisvel Wi-Fi Multimode Patent Pool Agreement, in case Licensee is a Licensee Patent Owner), and provided that the Invalid LIFT Provision is deleted. In the event of any inconsistency or conflict between this Section 8.10 and any other provision of this Agreement (including its exhibits), the Parties agree that, among them, this Section 8.10 shall prevail.

- 8.11 Trade names, trademarks, service marks. No rights or licenses of any kind or nature whatsoever are created hereunder to use any trade name, trademark or service mark owned by Sisvel, any Patent Owner, Licensee or any of their respective Affiliates, except that Licensee hereby consents to Sisvel listing Licensee’s logo on Sisvel’s website in accordance with such Licensee’s reasonable branding guidelines.
- 8.12 Economic Convenience. The Parties agree that the fees in this Agreement have been agreed as a mutually preferable accounting convenience for the mutual

benefit of the Parties to minimize or avoid burdens such as the substantial difficulty and expense of having to track (by territory and over time) the extent to which each individual product is covered by one or more claim(s) of the evolving portfolio of Licensed Patents, and to avoid the substantial burden of identifying and tracking the lifecycle of each such product through multi-tiered downstream distribution channels (e.g., from integrators to distributors to ultimate end users). Thus, the formulas used to compute the fees hereunder are not per-unit/per-patent/per-country royalties but are intended to produce a comparable and mutually-acceptable total payment as if per-unit/per-patent/per-country royalties had been used.

*[signature page follows]*

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

**Sisvel International S.A.**

[\_\_\_\_]

Signature

Name

Title

Date

Signature

Name

Title

Date

Signature

Name

Title

Date

## Exhibit A

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### Licensee Affiliates

[\_\_\_\_]

## Exhibit B

### PATENT OWNERS AND THEIR RESPECTIVE JOINDER DATES

Patent Owner	Joinder Date for Wi-Fi 6 Essential Patents	Joinder Date for Wi-Fi 7 Essential Patents
Aegis 11 S.A.	July 1, 2025	July 1, 2025
Huawei Technologies Co., Ltd.	July 1, 2022	July 1, 2025
Koninklijke KPN N.V.	July 1, 2025	July 1, 2025
Mitsubishi Electric Corporation	January 1, 2023	July 1, 2025
Orange S.A.	January 31, 2024	July 1, 2025
Panasonic Holdings Corporation	July 1, 2022	July 1, 2025
Koninklijke Philips N.V.	July 1, 2022	July 1, 2025
SK Telecom Co., Ltd.	July 1, 2022	July 1, 2025
Wilus Institute of Standards and Technology Inc.	July 1, 2022	July 1, 2025
ZTE Corporation	July 1, 2025	July 1, 2025

## Exhibit C

### Exhibit C-1

#### PRE-APPROVED PRODUCT TYPE 1: FINISHED PRODUCTS

Product Type: Finished Products	Approved Royalty Rate(s)
<p>Any finished end-user product, including products sold as multiple pieces and including In-dash Products, but excluding Intermediate Products.</p> <p><b><u>“Intermediate Products”</u></b> 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><b><u>“ASICs”</u></b> 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><b><u>“In-dash Products”</u></b> means any finished end-user discrete device that is designed for a fixed connection and is readily connectable to the electrical systems of a motor vehicle without any substantial modification to such device; for the purposes of the above, “substantial modification” shall not include the final assembly by a vehicle manufacturer to add a user interface (Human-Machine Interface or HMI) or operation means for hide away installation which are connected to and operated by a separate head unit. For clarity, no Intermediate Product can be an In-dash Product.</p> <p>For the avoidance of doubt, to the extent any Finished Product incorporates two or more finished end-user products that provide wireless connectivity for devices that individually meet this definition herein, such a Finished Product shall be deemed as two or more Finished Products accordingly.</p>	<p>The following Approved Royalty Rate(s) shall apply unless the Finished Product is an Enterprise Access Point, in which case the Approved Royalty Rate(s) indicated in <b>Exhibit C-2</b> shall apply instead, as indicated therein.</p> <p>For Wi-Fi 7 Products:</p> <p>Compliant Rate: zero point sixty US Dollars (USD 0.60) per unit</p> <p>Standard Rate: zero point seventy-two US Dollars (USD 0.72) per unit</p> <p>For Wi-Fi 6 Products:</p> <p>Compliant Rate: zero point fifty US Dollars (USD 0.50) per unit</p> <p>Standard Rate: zero point sixty US Dollars (USD 0.60) per unit</p>

Exhibit C-2

**PRE-APPROVED PRODUCT TYPE 2: ENTERPRISE ACCESS POINTS**

<b>Product Type: Enterprise Access Point</b>	<b>Approved Royalty Rate(s)</b>
<p>Any Finished Product, as described in <b>Exhibit C-1</b>, 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>For Wi-Fi 7 Products:</p> <p>Compliant Rate: one point twenty US Dollars (USD 1.20) per unit</p> <p>Standard Rate: one point forty-four US Dollars (USD 1.44) per unit</p> <p>For Wi-Fi 6 Products:</p> <p>Compliant Rate: one US Dollars (USD 1.00) per unit</p> <p>Standard Rate: one point twenty US Dollars (USD 1.20) per unit</p>

## Exhibit D

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### PRE-TERM UNITS

Table 1:

**Pre-Term Units for the Past Release pursuant to Section 2.1 (from January 1, 2025 up to the Effective Date with respect to Wi-Fi 6 Products and from July 1, 2025 up to the Effective Date with respect to Wi-Fi 7 Products):**

PRODUCT TYPE	PRE-TERM UNITS
PRODUCT TYPE 1: Finished Products	[____] ([____])
PRODUCT TYPE 2: Enterprise Access Points	[____] ([____])

## Exhibit E

### LIFT COMPENSATION MODEL

#### 1. DEFINITIONS AND GENERAL PRINCIPLES

1.1 **Coefficient W** or **W** means the coefficient defined by Licensor and indicated in the table below, applicable to the Past Use Theoretical Liability, to the Outstanding Liability, to the Final Outstanding Liability Payable and to the Running Royalty Theoretical Liability, as the case may be, based on the Licensable Market Penetration.

LMP	Coefficient W
LMP < 5%	10%
5% ≤ LMP < 15%	15%
15% ≤ LMP < 25%	30%
25% ≤ LMP < 35%	45%
35% ≤ LMP < 45%	60%
45% ≤ LMP < 55%	80%
LMP ≥ 55%	100%

1.2 **Depreciated Outstanding Liability** or **DOL** means the value of the Outstanding Liability after applying the Depreciation to the Outstanding Liability before the calculation of the Running Royalty Deferrable, as per Section 1.17.

1.3 **Depreciation** means the reduction of the value of the Outstanding Liability, based on the application of the following reduction formula: Depreciation = 1 / [(1+25%)^(1 / Number of Licensee's due reports per year)].

1.4 **Final Outstanding Liability Payable** or **FOLP** means the final Outstanding Liability Payable by Licensee to Licensor upon expiration of the latest Licensed Patent to expire. Final Outstanding Liability Payable shall be calculated using the following formula: FOLP = OL \* W. For purposes of calculating FOLP, the value of W shall be the higher of (i) the then-current value of W or (ii) the average value of W over the past five (5) years. For the avoidance of doubt, the entire Outstanding Liability shall be payable by Licensee to Licensor in case of expiration or termination of the Agreement, as per Section 3.1 of this Exhibit D.

1.5 **Individual Royalty Share** or **IRS** means a Patent Owner's share of revenues in the Sisvel Wi-Fi Multimode Patent Pool.

1.6 **Licensable Market Penetration** or **LMP** means the ratio between the total number of Licensed Products licensed under the Licensed Patents within the Licensed Field and the total number of Licensed Products available in the market at any point in time, as defined by Licensor in accordance with Section 4.2 of this Exhibit D. In case of any grant of positive rights under bilateral licenses, cross-

licenses, sublicenses, or any other licenses to Make and/or Sell certain Licensed Products under any of the Licensed Patents within the Licensed Field (including, for example, Third-Party Licenses), the relevant Licensed Products shall contribute to the calculation of the LMP in a proportion equal to the IRS of the respective Patent Owner within the Sisvel Wi-Fi Multimode Patent Pool.

- 1.7    "LIFT" means the LIFT Compensation Model, as defined in Section 1.24 of the Agreement and described under this Exhibit D. Licensee acknowledges that LIFT is a creation of Licensor and Licensor shall have the sole proprietary rights to it.
- 1.8    "Market Data" means the market data based on the data provided by the Market Data Supplier.
- 1.9    "Market Data Supplier" means any one or more internationally experienced and recognized market data analysis Persons, as set forth in ANNEX 2.
- 1.10   "Outstanding Liability" means (i) the Past Use Liability Deferrable, if any, plus (ii) the cumulative unpaid portion of the Running Royalty Deferrable, calculated at the end of each reporting period after the payment of the Outstanding Liability Due as  $OL = RRD - OLD$ .
- 1.11   "Outstanding Liability Due" or "OLD" means the portion of the Running Royalty Deferrable calculated at the end of each reporting period by multiplying the Coefficient W by the Running Royalty Deferrable (Formula:  $OLD = RRD * W$ ).
- 1.12   "Outstanding Liability Payable" or "OLP" means the portion of the Outstanding Liability Due payable by Licensee to Licensor at the end of each reporting period, calculated by applying the Reduction Coefficient Y to the Outstanding Liability Due (Formula:  $OLP = OLD * (1-Y)$ ).
- 1.13   "Past Use Liability Deferrable" or "PULD" means the Past Use Theoretical Liability outstanding after the payment of the Past Use Liability Payable (Formula:  $PULD = PUTL - PULP$ ). Licensee's Past Use Liability Deferrable amounts to [\_\_\_\_].
- 1.14   "Past Use Liability Payable" or "PULP" means the portion of the Past Use Theoretical Liability payable by Licensee to Licensor at the Effective Date, calculated by applying Coefficient W to the Past Use Theoretical Liability (Formula:  $PULP = PPUTL * W$ ). Licensee's Past Use Liability Payable amounts to [\_\_\_\_].
- 1.15   "Past Use Theoretical Liability" or "PUTL" means the compensation liability corresponding to the Past Release as defined in Section 2.1 of the Agreement. Licensee's Past Use Theoretical Liability amounts to [\_\_\_\_].
- 1.16   "Reduction Coefficient Y" or "Y" means the reduction coefficient applied to the Outstanding Liability Due based on the number of Licensee's consecutive reporting periods under LIFT, obtained by applying the following formula:  $Y = (\text{number of consecutive reporting periods under LIFT, excluding the current}) * 2\%$

\* (1/number of due reports per year).

1.17 “Running Royalty Deferrable” or “RRD” means the portion of the Running Royalty Theoretical Liability exceeding the Running Royalty Payable, plus the then current Depreciated Outstanding Liability.

1.18 “Running Royalty Payable” or “RRP” means the portion of the Running Royalty Theoretical Liability payable by Licensee at the end of each reporting period. Running Royalty Payable is obtained by multiplying the then current Running Royalty Theoretical Liability by the Coefficient W. For the purposes of calculating the Running Royalty Payable of Licensee, the Coefficient W is limited to a maximum of twenty-five percent (25%) of the Running Royalty Theoretical Liability (“Maximum Portion of RRP”). The portion of the Running Royalty Payable generated in a specific reporting period that exceeds the Maximum Portion of RRP shall be registered into the Running Royalty Deferrable and processed accordingly. (Formula: if  $W \leq 25\%$ ,  $RRP = RRTL * W$ ; If  $W > 25\%$ ,  $RRP = RRTL * 25\%$ ).

LMP	Coefficient W	Maximum Portion of RRP
$LMP < 5\%$	10%	10%
$5\% \leq LMP < 15\%$	15%	15%
$15\% \leq LMP < 25\%$	30%	25%
$25\% \leq LMP < 35\%$	45%	25%
$35\% \leq LMP < 45\%$	60%	25%
$45\% \leq LMP < 55\%$	80%	25%
$LMP \geq 55\%$	100%	25%

1.19 “Running Royalty Theoretical Liability” or “RRTL” means Licensee’s compensation liability generated during each reporting period based on the Licensed Products Made and/or Sold by Licensee and/or Licensee’s Affiliates during such reporting period as indicated in each royalty statement reported under Article 4 of the Agreement.

1.20 “Third-Party Lessor” means the Patent Owner who Holds the Licensed Patents included in a Third-Party License.

## 2. COMPENSATION UNDER LIFT

2.1 **Pre-conditions for LIFT to apply.** LIFT is accessible to Licensee subject to Licensee’s full compliance with its obligations under the Agreement, including, but not limited to, Licensee having (i) submitted all relevant royalty statements timely, and such royalty statements being true, complete, and accurate in every material respect, and (ii) fulfilled its relevant payment obligations in connection with such royalty statements for all Licensed Products within the Licensed Field, as applicable.

2.2 **Compensation.** Provided that LIFT applies, in consideration of the rights granted to Licensee by Lessor under the Agreement, Licensee shall make the following

non-refundable and non-recoupable payments to Lessor, without any deduction whatsoever, whether for bank transmission charges or otherwise:

**2.2.1 Determination of Past Use Theoretical Liability and payment of Past Use Liability Payable.** The Parties agree that the Past Use Theoretical Liability due by Licensee will be divided into two (2) portions:

2.2.1.1 The Past Use Liability Payable, which shall be calculated in accordance with Section 1.15, payable by Licensee to Lessor within fifteen (15) days from the issue date of the respective invoice from Lessor; and

2.2.1.2 The Past Use Liability Deferrable, which shall be calculated in accordance with Section 1.13, and shall be added to the Outstanding Liability and treated as set forth in Section 2.2.3.

**2.2.2 Determination of Running Royalty Theoretical Liability and payment of Running Royalty Payable.** Upon receipt of (a) the full statement as indicated in Section 4.1 of the Agreement from the Licensee, and (b) the Market Data from the Market Data Supplier, Lessor shall, within sixty (60) days, determine and notify in writing to Licensee the Running Royalty Theoretical Liability, which shall be calculated in accordance with Section **Error! Reference source not found.**, and the Running Royalty Payable, which shall be calculated in accordance with Section 1.18:

2.2.2.1 Licensee shall pay the Running Royalty Payable within fifteen (15) days from the issue date of the respective invoice from Lessor; and

2.2.2.2 The outstanding portion of the Running Royalty Theoretical Liability that has not been allocated as Running Royalty Payable (i.e. the Running Royalty Deferrable as defined in Section 1.17), shall be calculated in accordance with Section 1.17 and shall be treated as set forth in Section 2.2.3.

**2.2.3 Determination of Outstanding Liability and payment of Outstanding Liability Payable.** Upon receipt of (a) the full statement from Licensee as indicated in Section 4.1 of the Agreement, and (b) the Market Data from Market Data Supplier, Lessor shall calculate the Outstanding Liability Due, in accordance with Section 1.11, and the Outstanding Liability Payable, in accordance with Section 1.12. Licensee shall pay the Outstanding Liability Payable within fifteen (15) days from the issue date of the respective invoice from Lessor. The portion of the Running Royalty Deferrable exceeding the Outstanding Liability Due shall be registered into the Outstanding Liability and deferred to the next reporting period.

**2.3 Interest for late payment.** Any payment due to Lessor which remains outstanding after the applicable due date, as specified herein, is subject to interest

for late payment which shall accrue at an annual rate equivalent to the lesser of six percent (6%) or the highest rate permitted under applicable law. Accruals shall be computed based on the actual number of days of late payment divided by three hundred and sixty (360).

### **3. AGREEMENT TERMINATION**

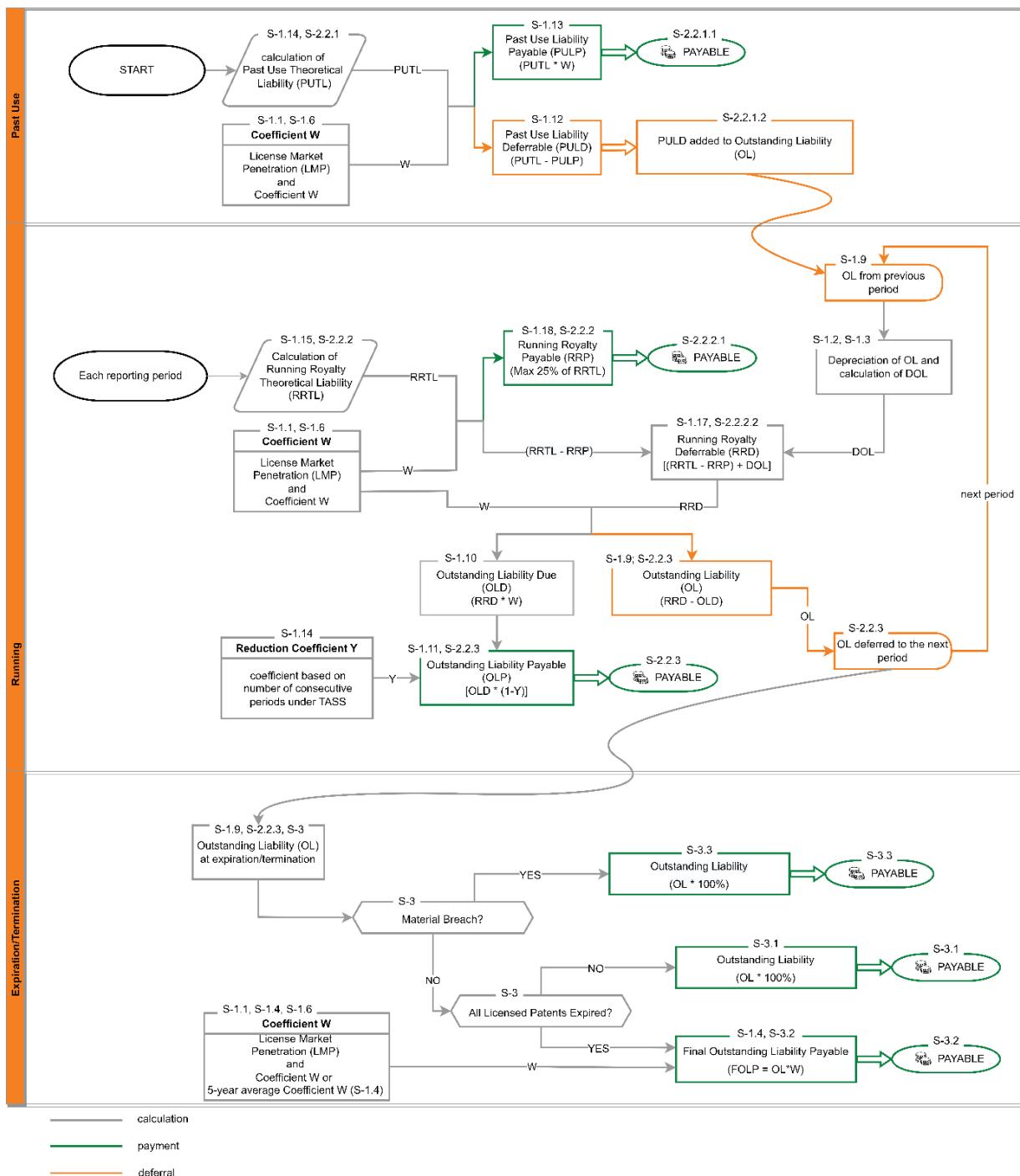
- 3.1 **Agreement Termination.** Upon termination or expiration of the Agreement, where the Agreement is not renewed or extended, and unless Section 3.2 applies, the entire remaining Outstanding Liability shall be paid by Licensee within fifteen (15) days from the issue date of the respective invoice from Licenser.
- 3.2 **Expiration of the latest Licensed Patent to expire.** Upon expiration of the latest Licensed Patent to expire, Licensee shall pay the Final Outstanding Liability Payable within fifteen (15) days from the issue date of the respective invoice from Licenser. Any remaining liabilities and obligations (other than payment of any payments that were due and payable prior to the date of expiration of the last Licensed Patent to expire and the Final Outstanding Liability Payable) of the Licensee in any form are irrevocably released, acquitted, and discharged forever.
- 3.3 **Material breach.** In the event of an uncured material breach of Licensee, giving Sisvel the right to terminate as permitted under Section 6.4 of the Agreement, the full payment of the Outstanding Liability shall become payable by Licensee within fifteen (15) days from the issue date of the respective invoice from Licenser.

### **4. MISCELLANEOUS**

- 4.1 The chart included as ANNEX 1 to this Exhibit D is provided for illustration purposes of LIFT, as a resource to facilitate the understanding of the mechanism of LIFT. However, such chart is a non-binding illustration, and it does not constitute any kind of contractual commitment.
- 4.2 The Parties acknowledge and agree that Licenser shall define the Licensable Market Penetration at the end of each reporting period based on available Market Data.
- 4.3 The Parties acknowledge and agree that Licenser, in agreement with Patent Owners, is committed to apply the most reliable Market Data to LIFT and is entitled to update ANNEX 2 from time to time adding new Market Data Supplier(s) or replacing the existing one(s), by means of a written notice to Licensee.

## ANNEX 1

### CHART



**ANNEX 2**

**MARKET DATA SUPPLIER**

Counterpoint Technology Market Research Limited