SISVEL POINT-OF-SALE SUBLICENCE AGREEMENT BETWEEN SISVEL AND [________]

This Point-of-Sale Sublicense Agreement (together with its Exhibits, and any attachments and amendments, the "Agreement"), effective as of [_______] ("Effective Date"), is entered into by and between **Sisvel Point of Sale S.A.**, a company having its principal place of business at Immeuble Cubus C2, 4e étage, 2, rue Peternelchen, 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 non-exclusive future license to the Licensed Patents for the Covered Products it Makes and/or Sells, limited to the Licensed Field;

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

NOW, THEREFORE, the Parties agree as follows:

1. Construction and Defined Terms

The definitions set forth in this Article shall apply to the following terms when used with initial capital letters in this Agreement (whether in singular or in plural form). For purposes of the construction and interpretation of this Agreement, the word "including" (and variations thereof such as "include" and "includes") and the phrase "such as" will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." Any reference to "herein" or "hereunder" in this Agreement, unless stated otherwise, refers to this Agreement. All headings used in this Agreement are inserted for the purpose of convenience only and are not intended to affect or alter the meaning or interpretation of this Agreement or any clause or provision herein. This Agreement was prepared and executed in the English language; no translation of this Agreement into any other language will be binding on either Party or will have any effect on the meaning or interpretation of this Agreement.

1.1 "2G Standard" means each of (i) any time division multiple access (TDMA) based Global System for Mobile Communications (GSM) standards promulgated by ETSI, 3GPP and/or their respective successor(s), including without limitation GSM, HSCSD, General Packet Radio System (GPRS) and Enhanced GPRS (E-GPRS or EDGE) standard specifications released or published by ETSI, 3GPP and/or relevant regional standardization bodies such as ETSI, TIA, T1P1, ARIB, TTC and CCSA, and/or their respective successor(s), irrespective of the transmission medium, frequency band or duplexing scheme; and (ii) updates and evolutions in respect of such standard specifications.

1.2 "3G Standard" means each of the (i) wideband code division multiple access (WCDMA) based UMTS standards and time division-synchronous code division multiple access (TD-SCDMA) based UMTS standards as promulgated by ETSI, 3GPP, 3GPP2 and/or relevant regional standardization bodies such as ETSI, TIA, T1P1, ARIB, TTC and CCSA, and/or their respective successor(s), including without limitation UMTS, TD-SCDMA, HSDPA and HSUPA and irrespective of the transmission medium, frequency band or duplexing scheme; (ii) updates and evolutions in respect of such standard specifications described in (i); (iii) code division multiple access (CDMA) based CDMA standards as promulgated (i.e., adopted and published) by 3GPP2, and/or relevant regional standardization bodies such as ETSI, TIA, T1P1, ARIB, TTC and CCSA, and/or their respective successor(s), including without limitation IS-95, cdmaOne, CDMA2000 and CDMA2000 EV-DO and irrespective of the transmission medium, frequency band or duplexing scheme; and (iv) updates and evolutions in respect of such standard specifications described in (iii).

1.3 "4G Standard" means each of the (i) orthogonal frequency division multiplexing based LTE standards as promulgated (i.e., adopted and published) by ETSI, 3GPP, and/or relevant regional standardization bodies such as ETSI, ARIB, TTC, and CCSA, and/or their respective successors (including all 3GPP versions from Release 8 and thereafter), including without limitation, LTE, LTE-Advanced, TD-LTE, LTE-Advanced Pro, LTE-SAE and irrespective of the transmission medium, frequency band or duplexing scheme; (ii) updates and evolutions in respect of such standard specifications described in (i) (including, without limitation, the LTE IoT Standard and its 4G evolutions with LTE Release 15); and (iii) MulteFire standard as promulgated (i.e., adopted and published) by the MulteFire Alliance.

1.4 “5G Standard” means (i) any specification produced by 3GPP as part of release 15 and future releases, insofar as it is labeled as Fifth Generation (5G) by 3GPP (including in particular all specifications of series 38); (ii) any feature described in any specification listed in 3GPP TS 21.205, to the extent that they are mandatorily or optionally part of systems that are classified as 5G by 3GPP; and (iii) sections of normative reference to non-3GPP standards required for compliance with 3GPP specifications (i.e. IETF specifications or MPEG specifications).

1.5 “Additional Cellular-Enabled Functionality” means remote update/maintenance/monitoring, accessing internet-enabled content, integration/connection with other systems/platforms (e.g. Deliveroo, Uber Eats), and other similar functionalities.

1.6 “Affiliate” means, with respect to any entity, any Person which is, now or in the future, directly or indirectly, Controlled by such entity, Controlling such entity or under common Control with such entity, for so long as such Control exists. Notwithstanding anything to the contrary herein, “Affiliates” with respect to a certain Patent Owner shall explicitly exclude any Person indicated as excluded in **Exhibit E**.

1.7 “Assert” or “Assertion” means to commence, participate in or prosecute a patent infringement lawsuit or other proceeding for patent infringement.

1.8 “Cellular 4G/5G Functionality” means the ability to perform wireless communications using the 4G Standard and/or 5G Standard.

1.9 “Change of Control" means 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 (or group of Persons under common Control) 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, taken as a whole, to any other Person (or group of Persons under common Control) 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 a Party or a Patent Owner in which the voting securities of such Party 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; provided however, that if the jurisdiction of such Party bars foreign Persons from having fifty percent (50%) of such voting power under applicable law, then the fifty percent (50%) threshold shall be reduced to the maximum percentage allowable under such law.

1.10 "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.

1.11 "Control" means, with respect to a first Person, (i) any other Person holding more than fifty percent (50%) of the outstanding stock or other voting rights entitled to elect one or more directors of such first Person; (ii) any other Person directly or indirectly holding the power, if applicable, to appoint a trustee of such first Person, or to appoint or elect a majority of board members of such first Person, by means of contractual arrangements or otherwise; or (iii) in the case of such first Person without a governing body equivalent to a board of directors, any other Person directly or indirectly holding an economic or other interest carrying the right to receive more than fifty percent (50%) of the profits of the entity. For clarity, in case the first 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. Notwithstanding the foregoing, if the jurisdiction of the specified Person bars foreign Persons from having fifty percent (50%) of such stock, voting rights, revenue, or profit under applicable law, then the fifty percent (50%) threshold shall be reduced to the maximum percentage allowable under such law.

1.12 "Covered Product" means any POS Device that has Cellular 4G/5G Functionality.

1.13 "End User Equipment" means a ready for sale device which (i) conforms to or practises a Licensed Cellular Standards and (ii) is used, or designed for use, primarily to communicate details of a payment transaction wirelessly over a cellular communications network.

1.14 "Excluded Standards" means any wireless communication standards considered by the industry to be beyond the 5G Standard (e.g., a 6G or sixth generation standard).

1.15 "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.

1.16 "Extended Term" means the term after the Initial Term as further defined in Section 6.2.

1.17 "Have Made" means the right to have a product made by a third party for the sole use and benefit of the Licensee and/or Licensees 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 such Licensee and/or Licensees 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 or any party to which the Have Made Producer is an Affiliate. 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 Licensees Affiliate(s) (other than solely on behalf of Licensee and/or any of Licensees Affiliate(s) exercising such right).

1.18 "High-End Device" means End User Equipment that performs payment transactions through multiple means of user interaction and have the capability to perform Additional Cellular-Enabled Functionalities.

1.19 "Hold" or "Held" means (i) to have ownership of such Patent, or possession of an exclusive right to grant licenses for such Patent, or (ii) to otherwise have possession of the right to grant a license, sublicense, release, covenant or any other patent immunities for such Patent without the consent of any third party, or where such third party has given such consent, provided, however, that the granting of such rights, in each case, does not result in an obligation to pay any consideration to a third party other than consideration pursuant to a revenue sharing agreement. Notwithstanding the above: (a) Patent Owner's Affiliates and employee inventors are not considered third parties in the context of this definition; and (b) in case of co-owned Patents, co-owned Patents are only considered Held by a Patent Owner if such Patent Owner or any of its Affiliates possesses the right to grant a license, sublicense, release, covenant or any other patent immunities for such co-owned Patent without the consent of any third party, or where such third party has given such consent, provided, however, that the granting of such rights, in each case, does not result in an obligation to pay any consideration to a third party.

1.20 "Initial Term" means the period as described in Section 6.1.

1.21 "Joinder Date" means the effective date of a Patent Owner joining the Sisvel POS Pool. The respective Joinder Date of each Patent Owner is indicated in **Exhibit D**.

1.22 "Licensed Cellular Standards" means the 2G Standard, 3G Standard, 4G Standard, and/or 5G Standard. For the sake of clarity, Licensed Cellular Standards excludes any Excluded Standards.

1.23 "Licensed Field" means only the functionality or portion implementing such functionality within the applicable Covered Product that conforms to or practices all or any part of the Licensed Cellular Standards. For clarity: No rights shall be granted under the Licensed Patents with regard to any other standard(s), function(s) or feature(s) other than the Licensed Cellular Standards although the Licensed Patents might also be related to such other standard(s), function(s) or feature(s).

1.24 "Licensed Patents" means any POS Essential Patent which (i) is or has been Held by a Patent Owner at any time during the Term, and/or (ii) is identified in the illustrative list of **Exhibit F**. Notwithstanding any of the above, in the event of a Change of Control in a Patent Owner, (i) Licensed Patents shall expressly exclude any POS Essential Patent that becomes Held by a Patent Owner or by an Affiliate of such Patent Owner during the Term as a result of a Change of Control of such Patent Owner, and (ii) Licensed Patents during any Extended Term shall expressly exclude any POS 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.

1.25 "Licensee Affiliate" means with respect to any entity, on or after the Effective Date,

(i) a Person which is, directly or indirectly, Controlled by Licensee, for so long as such Control exists, and (ii) listed in **Exhibit A**. Licensee shall keep such Exhibit updated and inform Licensor of any changes in writing.

1.26 "Low-End Devices" means End User Equipment that performs, configures and/or confirms payment transactions only based on contactless tokens, QR codes, or barcodes ("Tag Readers").

1.27 "Make", "Made" or any variations thereof means make, Have Made, develop, import and/or re-import of products. For clarity, Making (but not Having Made) a product implies the right to use such product and/or have it used by a Person acquiring such product.

1.28 "Mid-End Devices" means End User Equipment that performs payment transactions through multiple means of user interaction, but do not have the capability to perform Additional Cellular-Enabled Functionalities. Examples of Mid-End Devices include, but are not limited to, hand-held End User Equipment used to accept payment at restaurants, retail stores, or transportation services, and modular End User Equipment incorporated into automated vending machines or self-service kiosks and used to process payment transactions.

1.29 "Necessary Records" means the documentation described in Section 4.4.1.

1.30 "New Patent Owner" means a Person who, directly or through an Affiliate, (i) Holds one or more Patents which have been evaluated by an independent third-party evaluator to be POS Essential Patents, and (ii) joins the Sisvel POS 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 D** shall be updated accordingly to include each New Patent Owner and its respective Joinder Date. If applicable, New Patent Owner's POS Essential Patents become Licensed Patents per 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.

1.31 "Past Release" has the meaning set forth in Section 2.1.

1.32 "Past Use" means Covered Products Made and/or Sold by Licensee or Licensee Affiliates prior to the Effective Date, to the extent such Covered Products would have been licensed under this Agreement should they have been Made and/or Sold after the Effective Date.

1.33 "Patent" means any patent and patent application (including claims of licensable patent applications), whether or not a division, continuation, continuation-in-part, re-examination, reissue, renewal, and extension thereof and any counterparts claiming priority therefrom, and like statutory rights, excluding any and all design patents/registrations and applications thereof.

1.34 "Patent Owner" means any Person Holding one or more of the Licensed Patents, which has joined the Sisvel POS Patent Pool before the Effective Date (or joins after the Effective Date as a New Patent Owner) and which is listed in **Exhibit D**.

1.35 "Payment Sound Box" means End User Equipment that only confirms payment transactions by notifying the user of a successful transaction.

1.36 "Person" means an individual or a corporation, association, trust, partnership, limited liability company, joint venture, unincorporated organization, or legal entity.

1.37 "POS Device" means a Payment Sound Box, Low-End Device, Mid-End Device, or High-End Device. For clarity, and notwithstanding anything to the contrary, multipurpose devices, such as laptop computers, smartphones, and tablets, which are adapted via application software or by adding a detachable module are not POS Devices even if these are used to process payment transactions.

1.38 "POS Essential Patent" means any Patent (in any country of the world) as to which (i) 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 Cellular Standards, to make, sell, offer for sale, lease or otherwise dispose of and import, repair, use or operate any POS Device without infringing such Patent, (ii) is necessarily used by any POS Device to perform or practice methods that comply with the relevant Licensed Cellular Standards; or (ii) has been declared or otherwise held out by the respective Patent Owner (or a previous owner) or Sisvel, as applicable, as essential to the relevant Licensed Cellular Standards.

1.39 "Pre-Term Units" means Covered Products Made by or for and/or Sold by Licensee or Licensee Affiliate prior to the Effective Date, limited to the volumes listed in **Exhibit B**.

1.40 "Representative" means an officer, director, employee, agent, or advisor (including, without limitation, attorneys, accountants, and financial advisors) of a Party or its Affiliates.

1.41 "Royalty Rate" means the applicable reference royalty rate per unit of the respective Covered Product, as set forth in **Exhibit C**.

1.42 "Sale", "Sell", "Sold" or any similar variation of such term means export, offer to sell, sell, distribute, use, 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.

1.43 "Section" means a paragraph of an Article of this Agreement with an individual numbering, (e.g., Article 2, Section 2.1: Past Release).

1.44 "Sisvel POS Pool" means the patent pool established through a POS Patent Pool Agreement effective as of [ ] among Licensor and the Patent Owners (the "POS Patent Pool Agreement"), granting Licensor the right to grant the rights granted herein.

1.45 "Term" means the term as described in Article 6 of this Agreement.

1.46 "Territory" means worldwide, however, limited to the scope of territorial protection of each of the Licensed Patents.

1.47 "Third-Party License" means a license, cross-license, sublicense, or any other grant of rights or agreement to Make and/or Sell certain Covered Products under any of the Licensed Patents in the Licensed Field, or 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, covenants not-to-sue, forbearances, covenants to sue last, or similar mechanisms granted by the Patent Owner) that was concluded or existed prior to the Effective Date, or prior to the Joinder Date with respect to a New Patent Owner, or 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 which are encumbered by such agreement, (ii) confirming its existence, (iii) naming the involved parties and (iv) confirming whether Covered Products are covered under such agreement. Effects of a Third-Party License are set forth in Sections 2.3 and 3.2.

2. Release and License

2.1 Past Release. Contingent and effective upon Licensor's receipt and acceptance of all of the corresponding royalties due regarding the Past Release under Section 3.1.1, Licensor hereby irrevocably releases, acquits, and forever discharges Licensee and Licensee Affiliates listed in **Exhibit A** 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 listed in **Exhibit B**, to the extent such Pre-Term Units would have been licensed under this Agreement had such infringing acts occurred during the Term, as well as any upstream suppliers and 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.

2.2 License for Present and Future Use. Contingent and effective upon Licensor's receipt and acceptance of royalties due under Section 3.1.2 and subject to Licensee's full compliance with the obligations set forth in this Agreement, Licensor hereby grants to Licensee and Licensee Affiliates a non-exclusive, non-transferrable (subject to Article 8), non-sublicensable royalty bearing license under the Licensed Patents to Make and/or Sell Covered Products for which royalties have been paid by Licensee, within the Licensed Field in the Territory during the Term.

2.2.1 Limited Scope. THE LICENSEE AND LICENSEE AFFILIATE'S RIGHTS ARISING FROM THIS AGREEMENT ARE LIMITED TO THE LICENSED RIGHTS EXPLICITLY STATED HEREIN. NO LICENSE RIGHTS OTHER THAN THOSE EXPLICITLY STATED IN SECTION 2.2 ARE GRANTED OR MAY ARISE THROUGH IMPLICATION, EXHAUSTION, OR ANY OTHER LEGAL OR EQUITABLE THEORY BY VIRTUE OF THIS AGREEMENT.

2.3 Effect of Third-Party License. A Third-Party License with Licensee 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 3.2.

2.4 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 3.3.

2.5 No Patent Laundering. The licenses and other rights conveyed herein are intended to cover only the *bona fide* Covered 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 parties, 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 parties, and other similar sham arrangements).

3. Payment of Compensation

3.1 Covered Product Royalty. Licensee shall make the following non-refundable and non-recoupable payments to Licensor, as consideration for the rights to be granted to Licensee by Licensor under this Agreement:

3.1.1 Past Release. For the Past Release in Section 2.1, Licensee shall pay the following lumpsum: [__________] Euros (________ **EUR**).

3.1.2 License for Present and Future Use. For the License in Section 2.2 for Covered Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates during the Term, Licensee shall pay running royalties for each Covered 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, as stipulated in **Exhibit C**.

NO RELEASE, LICENSE OR ANY OTHER RIGHT IS GRANTED UNDER SECTIONS 2.1 OR 2.2 FOR A PARTICULAR COVERED PRODUCT UNLESS AND UNTIL ROYALTIES

APPLICABLE UNDER ARTICLE 3 FOR THAT PARTICULAR COVERED PRODUCT ARE RECEIVED AND ACCEPTED BY LICENSOR.

3.2 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"), in as far as such Third-Party License covers the relevant grant of rights set forth herein. Effective as from the expiration or termination (whichever is earlier) 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 Covered Products as set forth herein.

3.3 Licensee's Supplier; Exhaustion. If Licensee or any Licensee Affiliate purchases or otherwise obtains Covered Products from a third party, pursuant to an authorized sale (i.e, transfer of title) by such third party, under a license, cross-license, sublicense, or any other grant of rights or agreement to Make and/or Sell Covered Products under the Licensed Patents Held by a Patent Owner in 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.

3.4 Licensee's Customer. If Licensee Sells Covered Products to a third party that is licensed by Licensor or any of the Patent Owners to Make and/or Sell Covered Products under the relevant Licensed Patents in the Licensed Field and such third party: (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 Sells said Covered Products to it; (b) provides Licensor with a written declaration stating that it will be responsible for paying the royalties for such Covered Products prior to such Covered Products being Sold to it by Licensee; and (c) timely pays all the relevant due fees on such Covered 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 products under the relevant Licensed Patents already licensed to and paid for by Licensee's customer. For clarity, in case Licensee's or any of Licensee Affiliates' customer is licensed but has not paid the due royalties for Covered Products Made for and/or Sold to it by Licensee or any of Licensee Affiliates, Licensee's responsibility to pay the respective royalties to Licensor under this Agreement with respect to such Covered Products still applies.

3.5 No Double Charges. With respect to Sections 3.2 through 3.4, agreements related to one or more of the Licensed Patents for Covered Products in the Licensed Field shall be taken into account, as applicable, when calculating the Compensation due by Licensee, provided that Licensee reasonably proves the existence and applicability of such active agreements.

3.6 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 2.4.

3.7 Payment Form. The Compensation shall be paid in Euros and made by wire transfer to Licensor's bank account as specified in the invoice provided by Licensor.

3.8 Payment Timing. Payment of the Compensation shall be due within fifteen (15) days from receipt of the respective invoice from Licensor, which Licensor may send (i) as of the Effective Date for the Past Release per Section 3.1.1; and (ii) on or after the date on which Licensor received the respective report in accordance with Article 4 for Covered Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates during the Term per Section 3.1.2.

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 Licensor hereunder and requires Licensee to withhold such tax from such payments, Licensee may deduct such tax from such payments if such withheld tax is within the scope of applicable double taxation treaties. In such an event, Licensee shall promptly provide Licensor with tax receipts issued by the relevant tax authorities so as to enable Licensor to support a claim for credit against taxes which may be payable by Licensor and to enable Licensor to document, if necessary, its compliance with tax obligations in any applicable jurisdiction. The Parties commit to assist and support each other upon reasonable request of the other Party in any call for declarations, documents or details pertaining to this Agreement, in order to satisfy tax authorities and the payment of any due taxes or recovery of reasonably available tax credits.

3.10 Late Payments. Any payment required hereunder that is received by the Licensor after the date it is due (including unpaid portions of amounts due) shall bear interest, compounded monthly, at the lesser of ten percent (10%) per annum or the highest interest rate permitted to be charged by the Licensor under applicable law.

4. Reporting by Licensee

4.1 Reporting Statements.

4.1.1 Past Release Statement. Licensee has provided Licensor with a royalty statement, indicating the number of units of Covered Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates between January 1, 2023 and the Effective Date. The number of units indicated in such royalty statement is listed in **Exhibit B**.

4.1.2 Running Royalty Statements. Beginning with the calendar quarter of the Effective Date and within the calendar month following the end of each applicable calendar quarter, Licensee shall provide Licensor with a full royalty statement indicating the number of units of Covered Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates during the previous calendar quarter. If no Covered Products are Made by or for and/or Sold by Licensee or Licensee Affiliates during a particular reporting period, Licensee shall so report.

4.1.3 Royalty Statement Form. Licensor shall provide an electronic form to Licensee for such royalty statements, which shall include, separately for each Approved Product Type, the number of units of Payment Sound Boxes, Low-End Devices, Mid-End Devices, High-End Devices Made by or for and/or Sold by Licensee and/or Licensee Affiliates during the previous calendar quarter. For each shipment or delivery of such relevant POS Devices, 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, in a file type specified by Licensor via e-mail to the address POS.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 3.3 and 3.4, Licensee shall separately report in the royalty statements as per Section 4.1, with respect to the preceding calendar quarter, the total number of units (and additional information required in such royalty statements) of Covered Products that Licensee and/or Licensee Affiliates Made for and/or Sold to and/or purchased from a third party licensed under the Licensed Patents for such Covered Products in the Licensed Field and the identity of such third party.

4.3 Confidential Reports. Licensor shall not disclose any of the information comprised in the royalty statements provided by Licensee under this Agreement except to the extent that the information is needed by the Licensor to report to the Patent Owners the aggregate royalties paid by all sublicensees of the Sisvel POS Pool. In no event shall Licensor provide to any Patent Owners information on royalties paid on a sublicensee-by-sublicensee basis unless required by law, court order, or rule or regulation.

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 Covered 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 Covered 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 Covered Products actually Made and/or Sold during the Term in comparison to the amounts reported as Made and/or Sold according to Section 4.1. Licensor shall give Licensee written notice of such audit at least five (5) days prior to the audit.

4.4.3 Auditor. Any audit under this Section 4.4 shall be conducted by certified public accountant or an equivalent accountant or auditor ("Auditor") selected by

Licensor. The Auditor may: (i) provide updates to Licensor regarding the status, timeline, and issues with the audit; (ii) consult with Licensor regarding any interpretation or scope of this Agreement; and (iii) provide Licensor with informal reports and summaries. The Auditor shall provide a final written report to Licensor including the Auditor's findings, the details indicated in Section 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 Licensee Affiliates 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 Licensor; provided, however, that Licensee shall bear the entire cost of the audit, without prejudice to any other claim or remedy that Licensor may have under this Agreement or under applicable law, if: (i) the audit reveals a discrepancy (i.e., fails to confirm Licensee's timely reporting and payment) that is greater than three percent (3%) of the number of Covered 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 Licensor of 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 Licensees Affiliates. Licensee unconditionally and irrevocably guarantees performance under this Agreement by Licensee 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 Covered Products Made by or for and/or Sold by Licensee Affiliates. If any of Licensee Affiliates breaches this Agreement or fails to take any such action on a timely basis: (i) it shall be deemed a breach of this Agreement by (and give Licensor a cause of action against) Licensee; and (ii) without limiting the foregoing, Licensee shall, as soon as reasonably practicable, cure such breach or failure.

5. Representations and Warranties

5.1 Licensor's Representations. 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 Representations. 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, and (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 Section 4.1.1 is and will be accurate, true and complete; (b) the volumes of Covered Products listed in **Exhibit B** comprise all Covered Products Made and/or Sold prior to the Effective Date; (c) 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, inducements or representations made by Licensor or any third party with respect to this Agreement or any other business dealings with Licensor or any third party, now or in the future, except those expressly set forth herein and (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 4 have been and will be accurate, true and complete, (iv) Licensee is entering into this Agreement for its own convenience to acquire rights under POS Essential 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, (vi) that the royalties specified herein are fair and reasonable for a license, and (c) 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 on behalf of Licensee Affiliates, as if they had been the named entity in the foregoing.

5.4 Parties' Mutual Representations. Each Party represents and warrants (a) that this Agreement and the transactions contemplated hereby do not violate or conflict with, or result in a breach under, any other agreement to which it is subject as a party or otherwise; and (b) it is not presently the subject of a voluntary or involuntary petition in bankruptcy or the equivalent thereof, does not presently contemplate filing any such voluntary petition and does not presently have reason to believe such an involuntary petition will be filed against it. Licensee also makes the representations and warranties in this Section on behalf of Licensee Affiliates, as if they had been the named entity 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.

6. Term and Termination

6.1 Initial Term and Term. This Agreement is effective as of the Effective Date and shall be in force and effect for a term of five (5) years after the Effective Date ("Initial Term"), unless terminated earlier by Licensor in accordance with Sections 6.4 or 6.5, or extended as per Section 6.2 (whatever duration of this Agreement applies is referred to as "Term").

6.2 Extended Term. The Initial Term of this Agreement shall automatically be extended for subsequent periods of five (5) years each after the expiration of the Initial Term or applicable subsequent five (5) years ("Extended Term"), unless a Party provides written notice of termination to the other Party no later than six (6) months before expiration of the then current five (5) years period. The Extended Term shall not consist of more than five (5) years and shall never extend beyond the expiration of the last one of the Licensed Patents.

6.3 Cure Period. In the event Licensee fails to report royalties, provide due assistance and/or make payment for any due amounts, Licensee shall have thirty days (30 days) to remedy such failure, of which failure Licensor shall provide written notice, 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 Licensee, Licensor has the right to terminate this Agreement with immediate effect. In the event of failure of Licensee to comply with Section 9.6, in particular with respect to Export Regulations, Licensor is entitled to terminate this Agreement with immediate effect and without Licensor incurring any liability.

6.5 Termination after Change of Control. In the event of a Change of Control at Licensee, Licensor has the right to terminate this Agreement as of the date on which the Change of Control becomes effective. Licensee shall provide Licensor with written notice of any such occurrence in advance, indicating the new owner of the Control as well as the date on which such change will become 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 parties initiate an Assertion against a Patent Owner and/or its Affiliates related to a Licensee or a Licensee Affiliate POS Essential Patent, then such Patent Owner may provide written notice to Licensor of termination of the rights granted to Licensee under the Licensed Patents it Holds under this Agreement. Upon receipt of notice of such termination, Licensor shall promptly notify Licensee ("Notice Of Termination") and permit Licensee, Licensee Affiliates, and/or third parties, as applicable, thirty (30) days to withdraw its Assertion in writing. If Licensee, Licensee Affiliates, and/or third parties, as applicable do not withdraw with prejudice the Assertion within thirty (30) days from the Notice Of Termination, then Licensor shall terminate, effective from the Notice Of Termination's date, the rights granted under the Licensed Patent(s) such Patent Owner Holds, which Licensor shall communicate to Licensee accordingly. Following any such termination, Licensor 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 Licensor'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 Licensor 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 POS Pool but shall keep the terms and conditions of this Agreement and any information received or obtained under the Agreement confidential and shall not disclose any of the above to any third party (for clarity, Representatives of a Party and its Affiliates, who have a need to access such information, provided each such party is bound by confidentiality obligations no less restrictive than these confidentiality obligations, are not considered third parties), except: (a) if such disclosure was done by Licensor in an aggregated or anonymized form; (b) if such disclosure was done by Licensor to a third party under a non-disclosure obligation with Licensor; (c) as provided for in this Agreement or with the prior written consent of the other Party; (d) to any governmental body specifically requiring such disclosure (e.g. customs for verification of license compliance to prevent seizure of goods); (e) for the purposes of disclosure in connection with any possible financial or regulatory filings, reports or disclosures that may be required under applicable laws or regulations; (f) to a 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; (g) 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 or regulation, however, if legally possible, subject to protective order or written agreement between counsels that such disclosure shall be limited to "Attorneys' Eyes Only", (or, in the case disclosure is pursuant to a protective order, such protective order shall provide, to the extent practicable, that any disclosure under a protective order would be protected under an "Attorneys' Eyes Only" or higher confidentiality designation); or (h) if the information has become publicly available without a breach of confidentiality of any of the Parties or their Affiliates.

8. Assignment

8.1 By Licensor. Licensor may assign the administration and management of this Agreement or its rights, interests, and obligations under this Agreement to an Affiliate or a successor in connection with a Change of Control.

8.2 By Licensee. Except as otherwise provided in this Section 8.2, neither this Agreement nor any license, right or obligation hereunder shall be assignable or otherwise transferable by Licensee, in whole or in part, without the prior written consent of Licensor. Any attempt to do so in contravention of this Section 8.2 shall be void and of no force and effect. In the event of a Change of Control of Licensee, Licensor shall have the right, in its sole discretion, to (i) terminate this Agreement as set forth in Section 6.5, (ii) allow assignment of the Agreement to the acquirer, if applicable, or (iii) allow this Agreement to continue in effect without modification notwithstanding such Change in Control.

9. Miscellaneous

9.1 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 9.1 within fifteen (15) calendar days of such change.

for Licensor:	for Licensee:
Sisvel Point of Sale S.A. Att.: POS Program Manager Immeuble Cubus C2 2, rue Peternelchen L-2370 Howald Grand Duchy of Luxembourg	**[______________]** Att.: [_______] [_______] [_______] [_______]
E-mail:POS-licensing@sisvel.com with cc: notice@sisvel.com	E-mail: [_______]

9.2 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.

9.3 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 9.2 shall apply accordingly.

9.4 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.

9.5 Waiver of Consequential Damages. EXCEPT FOR BREACH OF ARTICLE 7, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY LOST PROFITS OR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

9.6 Compliance with Laws. Licensee shall comply with all applicable laws and regulations as of the effective date stated in the relevant law or regulation, including any applicable Export Regulations and applicable tax withholding laws and regulations and shall not engage in any conduct that would cause Licensor or any

Patent Owner to violate such laws and regulations. This sublicense is granted only to Sell and Make Covered Products that do not violate such laws and regulations. For the avoidance of doubt and without limitation to the foregoing, Licensee is prohibited to Sell, use, Make, export or re-export, directly or indirectly, any Covered 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 and regulations for any such prohibitions or restrictions and shall follow any instructions Licensor may issue relating thereto. Licensee shall indemnify Licensor and Patent Owners from any expense or damage resulting from Licensee's conduct that violates or is alleged to violate any such law or regulation or resulting in a violation or alleged violation of any such law or regulation by Licensor or any Patent Owner. This Section is an essential element of the Agreement.

9.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and replaces any prior oral or written agreement between the Parties involving the same.

9.8 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.

[*Signature page follows*]

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

Sisvel Point of Sale S.A.	**[______________]**
Signature	Signature
Name	Name
Title	Title
Date	Date

Signature

Name

Title

Date

Exhibit A

LICENSEE AFFILIATES

[______________]

Exhibit B

PAST USE

<u>Covered Products subject to the release under Section 2.1</u>

Maximum number of Covered Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates between January 1, 2023 and the Effective Date.	
Payment Sound Boxes	[_______] ([_______])
Low-End Devices	[_______] ([_______])
Mid-End Devices	[_______] ([_______])
High-End Devices	[_______] ([_______])

PRODUCT TYPES AND ROYALTY RATE

Covered Product(s):	**Royalty Rate(s):**
Payment Sound Boxes: End User Equipment that only confirm retail transactions by notifying the user of a successful transaction, and that are not Low-End Devices, Mid-End Devices or High-End Devices.	one Euro twenty cents (EUR 1,20) per unit
Low-End Devices: End User Equipment that performs, configures and/or confirms, payment transactions only based on contactless tokens, QR codes or barcodes ("Tag Readers"), and that are not Mid-End Devices or High-End Devices.	two Euros (EUR 2) per unit.
Mid-End Devices: End User Equipment that performs payment transactions through multiple means of user interaction, and that are not High-End Devices. Examples of Mid-End Devices include, but are not limited to, hand-held End User Equipment used to accept payment at restaurants, retail stores, or transportation services, and modular End User Equipment incorporated into automated vending machines or self-service kiosks and used to process payment transactions.	five Euros (EUR 5) per unit.
High-End Devices: End User Equipment that performs payment transactions through multiple means of user interaction and have the capability to perform Additional Cellular-Enabled Functionalities.	eight Euros (EUR 8) per unit.

Exhibit D

PATENT OWNERS AND RESPECTIVE JOINDER DATE

Patent Owner	Joinder Date
Alfred Consulting LLC	May 7, 2026
BlackBerry Limited	March 6, 2026
China Mobile Communications Group Co., Ltd.	June 15, 2026
China Telecom Corporation Limited	September 8, 2026
China United Network Communications Group Co., Ltd.	May 15, 2026
Datang Mobile Communications Equipment Co., Ltd.	April 21, 2026
Deutsche Telekom AG	May 13, 2026
Electronics and Telecommunications Research Institute (ETRI)	June 11, 2026
Godo Kaisha IP Bridge 1	June 5, 2026
Harfang IP Inc.	May 15, 2026
Huawei Technologies Co., Ltd.	December 16, 2025
IPForM, Inc.	June 5, 2026
IP Innovation GK	May 15, 2026
JVCKENWOOD Corporation	March 31, 2026
KDDI Corporation	May 13, 2026
Korea Advanced Institute of Science and Technology (KAIST)	June 12, 2026
Koninklijke KPN N.V.	April 22, 2026
KT Corporation	May 11, 2026
LG Electronics, Inc.	December 16, 2025
Mitsubishi Electric Corporation	May 11, 2026
MPNX Inc.	September 15, 2026
NEC Corporation	April 28, 2026
Nokia Corporation	December 16, 2025
Nokia Technologies Oy	December 16, 2025
Optis Cellular Technology, LLC	May 19, 2026
Optis Wireless Technology, LLC	May 19, 2026
Orange S.A.	June 15, 2026
Pantech Corporation	May 4, 2026
Pegasus Wireless Innovation, LLC	May 13, 2026
Quectel Wireless Solutions Co., Ltd.	May 11, 2026
Robert Bosch GmbH	June 9, 2026
Siemens AG	May 12, 2026
Sisvel International S.A.	April 15, 2026
SK Telecom Co., Ltd.	April 13, 2026
Sony Group Corporation	June 9, 2026
Sun Patent Trust	June 11, 2026
Technology In Ariscale, LLC	June 9, 2026
Telefónica S.A.	June 12, 2026
TIM S.p.A.	June 12, 2026

Unisoc (Shanghai) Technologies Co., Ltd.	May 15, 2026
Unwired Planet International Limited	May 19, 2026
Unwired Planet, LLC	May 19, 2026
Verizon Patent & Licensing Inc.	June 8, 2026
vivo Mobile Communication Co., Ltd.	June 15, 2026
Vodafone Group Services Limited	May 13, 2026
Wilus Institute of Standards and Technology Inc.	April 20, 2026
ZTE Corporation	June 15, 2026

Exhibit E

EXCLUDED PATENT OWNER AFFILIATES

Notwithstanding anything to the contrary in this Agreement, T-Mobile US, Inc., a corporation organized under the laws of the United States with offices at 12920 SE 38th St., Bellevue, Washington 98006, USA, and any entity directly or indirectly Controlled by T-Mobile US, Inc. (an affiliate of Deutsche Telekom AG), shall not be deemed a Patent Owner or an Affiliate of a Patent Owner for any purpose under this Agreement. Any patents owned or controlled by T-Mobile US, Inc. or any entity directly or indirectly controlled by T-Mobile US, Inc. are expressly excluded from the scope of this Agreement and shall not be subject to any licenses, releases, covenants, or other rights granted hereunder.

Notwithstanding anything to the contrary in this Agreement, any Persons directly or indirectly Controlling or under common Control with Godo Kaisha IP Bridge 1 (except for Persons directly or indirectly being Controlled by Godo Kaisha IP Bridge 1) shall not be considered a Patent Owner or an Affiliate of a Patent Owner for any purpose under this Agreement. Any patents owned or controlled by any such Persons directly or indirectly Controlling or under common Control with Godo Kaisha IP Bridge 1 are expressly excluded from the scope of this Agreement and shall not be subject to any licenses, releases, covenants or other rights granted hereunder.

Notwithstanding anything to the contrary in this Agreement, any Persons directly or indirectly Controlled by, Controlling, or under common Control with Siemens Aktiengesellschaft, including without limitation Siemens Healthineers AG, shall not be considered a Patent Owner or an Affiliate of a Patent Owner for any purpose under this Agreement. Any patents owned or controlled by any such Person directly or indirectly Controlled by, Controlling, or under common Control with Siemens Aktiengesellschaft are expressly excluded from the scope of this Agreement and shall not be subject to any licenses, releases, covenants or other rights granted hereunder.

Notwithstanding anything to the contrary in this Agreement, any Persons (if any) directly or indirectly Controlled by, Controlling, or under common Control with Sun Patent Trust, shall not be considered a Patent Owner or an Affiliate of a Patent Owner for any purpose under this Agreement. Any patents owned or controlled by any such Person (if any) directly or indirectly Controlled by, Controlling, or under common Control with Sun Patent Trust are expressly excluded from the scope of this Agreement and shall not be subject to any licenses, releases, covenants or other rights granted hereunder.