



SISVEL 5G MULTIMODE PROGRAM – PATENT SUBLICENSE AGREEMENT BETWEEN SISVEL AND [LICENSEE SHORT NAME]

This sublicense agreement ("Agreement"), effective as of November 1, 2023 ("Effective Date"), is entered into by and between **Sisvel International S.A.**, a company having its principal place of business at Immeuble Cubus C2, 2, rue Peternelchen, L-2370 Howald, Grand Duchy of Luxembourg ("Sisvel" or "Licensor") and **[Licensee complete name]**, a company duly incorporated under the laws of [Licensee Incorporation State], having its registered office at [Licensee address] ("[Licensee short Name]" or "Licensee") (individually, a "Party" and collectively, the "Parties").

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

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

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

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

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the Parties as set forth herein, the receipt and adequacy of which is acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Defined Terms

- 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, TTA, TTC, 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. The "2G Standard" according to this Agreement does not include any audio including voice, or video codec that may be referenced in such 3GPP specifications. For the avoidance of doubt, the 2G Standard does not include e.g. Advanced Audio Coding (AAC), Enhanced Voice Services (EVS), High Efficiency Video Coding (HEVC), or Versatile Video Coding (VVC) and their evolutions and/or any updates, evolutions, enhancements and/or portions that are part of the 3G Standard, 4G Standard or 5G Standard.
- 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 and/or relevant regional standardization bodies such as ETSI, TTA, TTC, 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; and (ii) updates and evolutions in respect of such standard specifications; and (iii) code division multiple access (CDMA) based CDMA standards as promulgated by 3GPP2, and/or relevant regional standardization bodies such as ETSI, TTA, TTC, 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. The “3G Standard” according to this Agreement does not include any audio including voice, or video codec that may be referenced in such 3GPP specifications. For the avoidance of doubt, the 3G Standard does not include e.g. Advanced Audio Coding (AAC), Enhanced Voice Services (EVS), High Efficiency Video Coding (HEVC), or Versatile Video Coding (VVC) and their evolutions and/or any updates, evolutions, enhancements and/or portions that are part of the 4G Standard or 5G Standard.

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-Advance, TD-LTE, LTE-Advanced Pro, LTE-SAE and irrespective of the transmission medium, frequency band or duplexing scheme; and (ii) updates and evolutions in respect of such standard specifications (including, without limitation, the LTE IoT Standard and its 4G evolutions with LTE Release 15); and (iii) MulteFire standard as promulgated (i.e., adopted and published) by the MulteFire Alliance. The “4G Standard” according to this Agreement does not include any audio including voice, or video codec that may be referenced in such 3GPP specifications. For the avoidance of doubt, the 4G Standard does not include e.g. Advanced Audio Coding (AAC), Enhanced Voice Services (EVS), High Efficiency Video Coding (HEVC), or Versatile Video Coding (VVC) and their evolutions and/or any updates, evolutions, enhancements and/or portions that are part of the 5G Standard.

1.4 “5G Standard” means (i) any specification produced by 3GPP as part of release 15 and future releases, insofar as they are labeled as Fifth Generation (5G) by 3GPP (including in particular all specifications of series 38); and (ii) any feature described in any specification listed in 3GPP TS 21.205, to the extent that they are mandatorily or optionally part of systems that are classified as 5G by 3GPP; and (iii) sections of normative reference to non-3GPP standards required for compliance with 3GPP specifications (i.e. IETF specifications or MPEG specifications). The “5G Standard” according to this Agreement does not include any audio including voice, or video codec that may be referenced in such 3GPP specifications. For the avoidance of doubt, the 5G Standard does not include e.g. Advanced Audio Coding (AAC), Enhanced Voice Services (EVS), High Efficiency Video Coding (HEVC), or Versatile Video Coding (VVC) and their evolutions and/or any updates, evolutions, enhancements and/or any wireless standards considered by the industry to be beyond the 5G Standard (e.g., 6G or sixth

generation standard).

- 1.5 “Affiliate” means, with respect to any Person, a Person who Controls such Person, is Controlled by such Person or is under common Control with such Person, but only for as long as such Control exists.
- 1.6 “ASICs” means application specific integrated circuit chips and integrated circuit chipsets (including the specifications thereof, hardware, firmware and/or associated software that runs within such chips or chipsets) that are designed to perform a particular function or functions.
- 1.7 “Assert” or “Assertion” means to commence, file, participate in or pursue any patent infringement lawsuit or other proceeding.
- 1.8 “Cellular Standard(s)” means the 2G Standard, 3G Standard, 4G Standard and/or 5G Standard(s).
- 1.9 “Change of Control” means (i) an acquisition of more than fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors or similar managing authority of Licensee, (ii) a merger or similar transaction involving Licensee in which the outstanding stock or other voting rights entitled to elect directors or similar managing authority of Licensee owned by the owner of such stocks or rights prior to such merger or similar transaction do not represent more than fifty percent (50%) of such stocks or rights of the surviving entity thereafter, or (iii) the sale of substantially all of the assets of Licensee.
- 1.10 “Compensation” means the payments set forth in Section 3.1.
- 1.11 “Control” or “Controlled” means directly or indirectly (i) holding more than fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors or similar managing authority of an entity; (ii) holding the ability to appoint or elect more than fifty percent (50%) of the board of directors (or persons exercising similar functions at any meeting representing all shareholders, parties, members, or other equity holders of an entity); or (iii) in the case of an entity without a governing body equivalent to a board of directors, holding an economic or other interest carrying the right to receive more than fifty percent (50%) of the profits of the entity.
- 1.12 “Essential Patents” means any patent(s) that, under applicable law, includes at least a claim that (i) is either necessarily infringed (in the absence of a (sub)license) or the practice of which, as a practical matter, cannot be avoided in remaining compliant with one or more of the Cellular Standard(s), or in practicing any portion of one or more of the Cellular Standard(s); and/or (ii) would be deemed essential under the applicable IPR policy of 3GPP or its successor; and/or (iii) such patent has been declared or otherwise held out by the respective Patent Owner or Sisvel, as applicable, as essential to one or more of the Cellular Standard(s). **Exhibit D** comprises an illustrative list of Patents that Patent Owners or Sisvel have declared essential to ETSI for one or more of the Cellular Standard(s) according to ETSI, as extracted from the

special report ETSI SR 000 314 V2.32.1 (2022-11) as per the process detailed in **Exhibit D**.

- 1.13 “Extended Term” means the term after the Initial Term as further defined in Section 6.2.
- 1.14 “Have Made” means the right to have a product made by a third party for the sole use and benefit of Licensee and/or Licensee Affiliate(s) exercising such Have Made right (the third party being the “Have Made Producer”), provided that such products have been made by the Have Made Producer solely for the resale by Licensee and/or Licensee Affiliate(s), and excluding each and every product that is resold by Licensee and/or Licensee Affiliate(s) to the Have Made Producer, its Affiliate(s) or any Person to which the Have Made Producer is an Affiliate. For the avoidance of doubt, such Have Made Producer shall not be allowed to Sell Have Made products to parties other than Licensee and/or Licensee Affiliate(s) neither directly nor through Licensee and/or any of Licensee Affiliate(s).
- 1.15 “Hold” or “Held” with respect to any Patent means possession of the right to grant a license or a sublicense by the relevant entity or its Affiliates for the Licensed Products within the Licensed Field at any time during the Term.
- 1.16 “Initial Term” means the period as described in Section 6.1.
- 1.17 “Intermediate Products” means components and subassemblies of Licensed Products sold as standalone items and not incorporated in Licensed Products at the time of sale, such as, without limitation, ASICs, chipsets, semiconductor components, embedded modules and firmware, and software components.
- 1.18 “Licensee Affiliate(s)” means any Person, which is on or after the Effective Date, being Controlled by Licensee, but only for as long as such Control exists. Licensee Affiliates include, as of the Effective Date, the Persons listed in **Exhibit A**.
- 1.19 “Licensed Field” means only the functionality or portion implementing such functionality within a Licensed Product that conforms to or practices all or any part of the Cellular Standards. For clarity: No rights shall be granted under the Licensed Patents with regard to any other standard(s), function(s) or feature(s) other than the Cellular Standards although the Licensed Patents might also be related to such other standard(s), function(s) or feature(s).
- 1.20 “Licensed Patents” means any Essential Patent which is or has been (i) Held by a Patent Owner, and/or (ii) owned by Sisvel at any time during the Term. **Exhibit E** is an illustrative and non-exhaustive list of Licensed Patents that have been subject to the essentiality evaluation process of the Sisvel 5G Multimode Program.
- 1.21 “Licensed Products” means products that are primarily designed as user equipment and conform to or practice all or any part of the Cellular Standards. Licensed Products are limited to consumer electronics such as, but not limited to, phones, smartphones, feature phones, mobile telephones, handheld devices, point of sale devices, personal computers, tablets, e-readers, display frames, televisions and set top boxes, and USB sticks and/or other PC cards

and/or dongles granting cellular connection to the aforementioned devices. Licensed Products, without limitation to the aforementioned, include knocked-down kits of a Licensed Product but exclude: (i) Intermediate Products, (ii) network equipment, (iii) telematic control units (TCU), (iv) Smart Meters, (v) machine type communication (M2M) equipment, and (vi) vehicles.

- 1.22 “Make”, “Made” or any variation of such term means make, Have Made, practice, develop, import and/or re-import products.
- 1.23 “Necessary Records” means the documentation described in Section 4.5.
- 1.24 “Past Use” means Licensed Products Sold by Licensee or Licensee Affiliates prior to the Effective Date, limited to the volumes of Licensed Products listed in table 1 of **Exhibit B**.
- 1.25 “Patent” means any patent or patent application (whether or not divisions, continuations, continuations-in-part, continuing prosecution applications, reissues, reexaminations, renewals, and extensions thereof and any counterparts claiming priority to or therefrom), and like statutory rights, excluding any and all design patents and design patent applications.
- 1.26 “Patent Owners” means the entities listed in **Exhibit C** (each of them a “Patent Owner”). Patent Owners include the entities that are being directly or indirectly Controlled by the Patent Owners, but only for as long as such Control exists, except if indicated otherwise in **Exhibit C**. Licensor may provide a written notice with an updated **Exhibit C** to Licensee when additional entity(ies) join(s) the Sisvel 5G Multimode Program after the Effective Date (“New Patent Owner(s)”). In case Licensee does not provide written objection within ten (10) days after the receipt of the aforementioned written notice, the updated **Exhibit C** shall become effective and the New Patent Owner(s) shall be considered as Patent Owner(s) as of the issue date of the written notice.
- 1.27 “Person” means an individual or a corporation, trust, partnership, limited liability company, joint venture, unincorporated organization, or other entity.
- 1.28 “Pre-Existing Partial License” means a license, cross-license, sublicense, or any other grant of rights or agreement with one or more Patent Owners or Sisvel to Make and Sell certain Licensed Products under the Licensed Patents within the Licensed Field Held by such Patent Owner(s) or owned by Sisvel, as well as any covenant or standstill agreement pertaining to the Licensed Patents within the Licensed Field that is effective prior to the Effective Date, provided, however, that any such grant of rights or agreement shall only be deemed a Pre-Existing Partial License as of the date of Licensor’s receipt of a written notice from Licensee, which must be confirmed by the relevant Patent Owner, wherein the written notice (i) identifies the Licensed Patents that are encumbered by such agreement, (ii) confirms the existence of such agreement, (iii) names the parties to the agreement, (iv) confirms whether Licensed Products are licensed under such agreement, and (v) identifies when such grant of rights or agreement shall expire or lapse.

- 1.29 “Royalty Rate” means the applicable reference royalty rate per unit of the respective Licensed Product as stipulated in Section 3.1.2.
- 1.30 “Sale”, “Sell”, “Sold” or any similar variation of such term means export, offer to sell, sell, distribute, lease and/or otherwise dispose of Licensed Products to a third party, regardless of compensation, if any, or the putting into use of a Licensed Product by Licensee or any Licensee Affiliate. A Licensed Product shall be deemed to have been Sold at the latest upon the earlier of invoicing, shipping or putting into use of such Licensed Product.
- 1.31 “Sisvel” means Sisvel International S.A. and any entities that are being directly or indirectly Controlled by Sisvel International S.A., but only for as long as such Control exists.
- 1.32 “Smart Meter” means electronic devices that record, generate, transmit, and/or receive information regarding the production, use, flow, or consumption of a utility, such as electric energy, water, or gas, and communicate that information wirelessly, but do not use the Cellular Standards for any non-utility related purpose.
- 1.33 “Sisvel 5G Multimode Program” means the patent pool established through agreements between Licensor and the Patent Owners, granting Licensor the right to monetize the Licensed Patents.
- 1.34 “Term” means the period as described in Article 6 of this Agreement.

2. Release and License

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

sublicensable, royalty-bearing license under the Licensed Patents within the Licensed Field to Make and/or Sell Licensed Products, including the use of such Made and/or Sold Licensed Products, during the Term.

- 2.3 Pre-Existing Partial Licenses. The Parties acknowledge that there may exist one or more Pre-Existing Partial Licenses that Licensee may have been granted and that such Pre-Existing Partial Licenses have been taken into consideration when determining the Compensation. The Parties agree that Licensed Patents subject to a Pre-Existing Partial License shall be (i) excluded from the licenses, releases and other rights provided under this Agreement for the duration of such Pre-Existing Partial License, and (ii) included in the licenses, releases and other rights provided under this Agreement automatically upon the expiration, lapse, or termination of the Pre-Existing Partial License.
- 2.4 No Implied License. Notwithstanding the above, all rights not expressly granted by Licensor are hereby expressly reserved. No implied licenses are granted or intended under the Licensed Patents and the Parties agree that the licenses and other rights granted hereunder are limited to those expressly stated under Section 2.1 and Section 2.2 and no rights shall be granted under the Licensed Patents with regard to any other standard(s), function(s) or feature(s) other than the Cellular Standards although the Licensed Patents might also be related to such other standard(s), function(s) or feature(s).

3. **Payment**

- 3.1 Compensation. In consideration for the licenses, releases and/or rights granted to Licensee by Licensor under this Agreement, Licensee hereby agrees to make the following non-refundable and non-recoupable payments to Licensor, without any deduction whatsoever, whether for bank transmission charges or otherwise, within thirty (30) days of Licensee's receipt of the respective invoice from Licensor:
- 3.1.1 For Past Use. For Past Use Licensee shall pay the following lump sum: [sum in letters] US Dollars (**sum in figures USD**).
- 3.1.2 For Present and Future Use. Licensee shall pay:
- 3.1.2.1 The royalty amount payable pursuant to Section 3.1.2.2 below for each calendar quarter(s) during the Term beginning with the calendar quarter that includes the Effective Date; and
- 3.1.2.2 the following applicable Royalty Rate for each Licensed Product Made and/or Sold by Licensee and/or Licensee Affiliates in the preceding calendar quarter during the Term, as reported by Licensee to Licensor in accordance with Article 4. For clarity: unreported Licensed Products are considered unlicensed:
- (i) fifty US Dollar cents (USD 0.50) for each Licensed Product that is compliant with at least the 5G Standard;
 - (ii) forty-two US Dollar cents (USD 0.42) for each Licensed Product that is

- compliant with at least the 4G Standard, but not compliant with the 5G Standard;
- (iii) twenty-five US Dollar cents (USD 0.25) for each Licensed Product that is compliant with at least the 3G Standard, but not compliant with the 4G Standard and/or the 5G Standard.

The timely payment of any invoice amount pursuant to this Section 3.1 is a material obligation of Licensee. If Licensee fails to make such payment when due, Licensor shall have the right to terminate this Agreement subject to the terms of Article 6.

3.2 [intentionally omitted]

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

3.4 Bank Details. The Compensation shall be paid by wire transfer to Licensor's bank account as specified in the invoice provided by Licensor.

4. Reporting

4.1 Reporting Details. Beginning with the calendar quarter that includes the Effective Date and within the calendar month following the end of each applicable calendar quarter, Licensee shall provide Licensor with a full statement of Licensed Products Made and/or Sold by Licensee and/or Licensee Affiliates during the previous calendar quarter. Licensor shall provide an electronic form to Licensee for such reports, which shall include: (i) the total number of units of Licensed Products Made and/or Sold by Licensee and/or Licensee Affiliates in the preceding calendar quarter and (ii) the following details for each shipment or delivery of the relevant Licensed Products: (a) the model number, (b) a brief description of the product or product type, (c) the brand or trademark on the product, (d) the Cellular Standard(s) relevant to the product, (e) the full name of the customer, (f) the country of Sale, (g) the full name of the Have Made Producer (or the direct supplier, as the case may be), if any, (h) the country of Manufacture, and (i) the country/countries of Sale. Licensee shall submit the full royalty statement in accordance with this Section 4.1 in the electronic form and file type specified by Licensor via e-mail to the address MC.reporting@sisvel.com. Upon request from Licensor, Licensee shall render to Licensor the above full royalty statement in electronic

format through an extranet or other internet website established for such purpose by Licensor.

- 4.2 Licensee's Supplier. If Licensee or any Licensee Affiliate purchases or otherwise obtains Licensed Products from a third party that claims to be licensed by Licensor or all of the relevant Patent Owners to Make and/or Sell Licensed Products under the Licensed Patents in the Licensed Field then, subject to written confirmation by Licensor, Licensee shall have no royalty payment obligation for such products, provided however, (i) that such third party is indeed a licensee in good standing of Licensor or all of the relevant Patent Owners, as applicable, and (ii) Licensee can provide written evidence to Licensor confirming the existence and scope of the rights granted to the Supplier or an earlier supplier of such supplier leading to a full or partial exhaustion of the rights with respect to the relevant Licensed Patents.
- 4.3 Licensee's Customer. If Licensee or any Licensee Affiliate Sells Licensed Products to a third party that claims to be licensed by Licensor or all of the relevant Patent Owners to Make and/or Sell Licensed Products under the Licensed Patents in the Licensed Field and such third party: (i) is a licensee in good standing of Licensor or all of the relevant Patent Owners, as applicable, (ii) has timely fulfilled all of its royalty payment obligations under such license at the time Licensee Sells such Licensed Products to it; and (iii) has provided Licensor with a written declaration stating that it will be responsible for paying the royalties for such Licensed Products prior to such Licensed Products being Sold to that third party by Licensee or a Licensee Affiliate; then, subject to written confirmation by Licensor, Licensee shall have no royalty obligation for such products.
- 4.4 Confidential 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.
- 4.5 Necessary Records. Licensee and Licensee Affiliates shall keep and maintain accurate, complete and detailed books and records in paper and electronic form including, but not limited to, all books and records and organization charts showing the relationship of Licensee and all Licensee Affiliates, and all production, purchases, stocks, deliveries, and technical specifications of all Licensed Products, and sales records related to Licensed Products, which are necessary for an Auditor (as defined in Section 4.6), in such Auditor's sole opinion, to verify the fees paid and/or payable under this Agreement (all books and records collectively referred to as "Necessary Records"). Necessary Records pertaining to a particular royalty reporting period, including Necessary Records relating to the Making and/or Selling of any Licensed Products, shall be maintained for five (5) years after the expiration of the Term.
- 4.6 Audit Right. Licensor shall have the right to audit Licensee's and Licensee Affiliates' Necessary Records once per calendar year for verification of the amount of Licensed Products actually Made and/or Sold during the Term in comparison to the amounts reported as Made and/or Sold according to this Article 4. Licensor shall give Licensee written notice of such audit at least five (5) days prior to the audit. All such audits shall be conducted at Licensee's facility (or such other place as determined by the Auditor, e.g. virtually) during reasonable business

hours. Any audit under this Section 4.6 shall be conducted by an independent certified public accountant or equivalent (“Auditor”) selected by Licensor. It shall be a material breach of this Agreement for Licensee and/or a Licensee Affiliate to fail to fully and timely cooperate with the Auditor and/or to fail to provide the Auditor with all Necessary Records requested by the Auditor.

- 4.7 Audit Costs. The costs of any audit under Section 4.6 shall be at the expense of Licensor; provided, however, that Licensee shall bear the entire costs of the audit, without prejudice to any other claim or remedy that Licensor may have under this Agreement or under applicable law, if: (i) the audit reveals a discrepancy that is greater than three percent (3%) of the number of Licensed Products reported by Licensee or Licensee Affiliates in any of the quarterly royalty statement during the period to which the audit refers; (ii) the audit identifies one or more Licensee Affiliates involved in the Making and/or Selling of Licensed Products which are not listed in Licensee’s reports; (iii) Licensee has failed to submit any royalty statements by their due date, pursuant to Section 4.1, with respect to the period to which the audit relates; and/or (iv) Licensee or any Licensee Affiliate refuses or obstructs the audit, or the Auditor reports that Licensee or any Licensee Affiliate has refused or obstructed the audit, such as, for example, by refusing to supply all Necessary Records requested by the Auditor.

5. Representations and Warranties

- 5.1 Licensor’s Representations and Warranties. Licensor represents and warrants that it has the full legal authority, power, and right to enter into this Agreement and to grant Licensee and Licensee Affiliates the rights, privileges, and releases set forth herein.
- 5.2 Licensor’s Limitations. Nothing in this Agreement shall be construed, expressed or implied, as: (i) a warranty or representation by Licensor as to the validity or scope of any of the Licensed Patents; (ii) a warranty or representation by Licensor that anything Made and/or Sold under any right granted in this Agreement is free from infringement or will not infringe, directly, contributorily, by inducement or otherwise, under the laws of any country, any patent or other intellectual property right that is not a Licensed Patent and it shall be the sole responsibility of the Licensee to make such determination as is necessary with respect to the acquisition of licenses under any other patents or other intellectual property; (iii) a warranty or representation by Licensor that the Licensed Patents include all patents necessary for compliance with the relevant specification throughout the world; (iv) conferring any right to use, in advertising, publicity or otherwise, any name, trade name, trademark, or any contraction, abbreviation or simulation thereof; or (v) an obligation upon either Party to make any determination as to the applicability, suitability, usefulness or fitness of any patent to any product, service, invention, technology or process or part thereof of the other Party, its Affiliates or third parties.
- 5.3 Licensee’s Representations and Warranties. Licensee represents and warrants that: (i) it has the full legal authority, power, and right necessary to enter into this Agreement and perform the duties and obligations outlined herein and (ii) all reports and information (to be) provided to Licensor has been and will be accurate, true and complete, and (iii) the volumes of Licensed Products listed in table 1 of **Exhibit B** comprise all Licensed Products Made and/or Sold prior

to the Effective Date.

- 5.4 Parties' Mutual Representations and Warranties. Each Party represents and warrants (i) that this Agreement and the transactions contemplated hereby do not violate or conflict with, or result in a breach under, any other agreement to which it is subject as a party or otherwise; (ii) that, in executing this Agreement, it does not rely on any promises, inducements or representations made by the other Party or any third party with respect to this Agreement or any other business dealings with the other Party or any third party, now or in the future, except those expressly set forth herein, and (iii) that, as of the Effective Date, (a) it is not the subject of a voluntary or involuntary petition in bankruptcy or the equivalent thereof, (b) it does not contemplate filing any voluntary petition, and (c) it does not have reason to believe that an involuntary petition will be filed against it in the foreseeable future.
- 5.5 Exhaustive List of Representations and Warranties. Other than the express representations and warranties set forth in this Article 5, the Parties make no other representations or warranties of any kind, expressed or implied.

6. Term and Termination

- 6.1 Initial Term and Term. This Agreement is effective as of the Effective Date and shall be in full force and effect for a term of five years (5 years) after the Effective Date ("Initial Term") unless terminated earlier by Licensor in accordance with Sections 6.4 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 years (5 years) each after the expiration of the Initial Term ("Extended Term") unless a Party provides written notice of termination to the other Party no later than six months (6 months) before expiration of the then current five years (5 years) period.
- 6.3 Cure Period. In the event Licensee fails to timely, completely and accurately report royalties, provide due assistance in any audit or otherwise and/or make payment for any due amounts, Licensee shall have thirty (30) days to remedy such failure after receiving notice of such failure from Licensor. Additionally, in the case where an aforementioned event occurs multiple times during the Term, Licensor may consider this a material breach with no further right for Licensee to remedy.
- 6.4 Termination after Material Breach of Licensee. In the event of a material breach of Licensee, Licensor has the right to terminate this Agreement with immediate effect.
- 6.5 Termination after Change of Control. In the event of a Change of Control, Licensor has the right, in its sole discretion, to (a) terminate this Agreement, or (b) agree with assignment to the new parent company of Licensee, effective as of the date on which the Change of Control becomes effective. Should such Change of Control increase the Licensee's (including its new Licensee Affiliates) benefits or decrease the Licensor's benefits received under this Agreement, the Parties agree to negotiate in good faith on what terms Licensor may be able

to agree to an assignment of the Agreement. Licensee shall provide Licensor with written notice of any Change of Control without delay prior to such Change of Control, with sufficient details for Licensor to enable it to evaluate the effects of such Change of Control on this Agreement and benefits granted and received hereunder. Notwithstanding anything in this Agreement, any assignment of this Agreement pursuant to a Change of Control shall not operate to license the business of the assignee prior to such Change of Control, or natural extensions of such business going forward, without Licensor's prior written approval.

6.6 Defensive Termination. In the event Licensee or any Licensee Affiliate initiates or maintains or in any other way participates in, directly or indirectly via a third party, an Assertion against Sisvel or a Patent Owner and/or its Affiliates related to a Patent that is alleged to be an Essential Patent, or that is believed in Sisvel's or such Patent Owner's reasonable judgment to be an Essential Patent, and Licensee and/or Licensee Affiliate has refused or should be reasonably regarded as having refused to grant the Sisvel or relevant Patent Owner and/or its Affiliates a license on a reciprocal basis under such Patent upon which the Assertion is based, then such Sisvel or Patent Owner may provide written notice to Licensor of withdrawal of its and its Affiliates' Licensed Patents from the license granted under Section 2.2. Upon receipt of notice of such withdrawal, Licensor shall promptly notify Licensee and permit Licensee thirty (30) days to fully dismiss with prejudice such Assertion, or have the relevant Licensee Affiliate or third party fully dismiss with prejudice such Assertion, in writing. If Licensee does not, or does not ensure that the relevant Licensee Affiliate or third party, fully dismiss with prejudice such Assertion within such thirty (30) day period, then Licensor may withdraw Sisvel or such Patent Owner's and its Affiliates' Licensed Patent(s) from the scope of the license granted to Licensee and Licensee's Affiliates under Section 2.2 with immediate effect, which Licensor will communicate to Licensee accordingly. If Licensed Patents of Sisvel or a particular Patent Owner are withdrawn from the rights granted to Licensee under Section 2.2, Licensor will provide Licensee with an updated illustrative list of Licensed Patents in **Exhibit E**, reflecting the removal of such Sisvel or Patent Owner and its respective listed Licensed Patents.

7. **Confidentiality**

Each Party may disclose the existence of this Agreement, the identities of the Parties, and the relevant technology licensed under this Agreement but shall keep the terms and conditions of this Agreement and any information exchanged by the Parties in its execution confidential and shall not disclose any of the above to any third party (for clarity, Affiliates of the Parties are not considered third parties), except: (i) if such disclosure was done in an aggregated or anonymized form; (ii) as provided for in this Agreement or with the prior written consent of the disclosing Party; (iii) to any governmental body specifically requiring such disclosure (e.g. customs for verification of license compliance to prevent seizure of goods); (iv) for the purposes of disclosure in connection with any possible financial or regulatory filings, reports or disclosures that may be required under applicable laws or regulations; (v) to a Party's accountants, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein; (vi) to a competent court, arbitral tribunal, or mediation panel or competition authority for the purposes of establishing or opposing actual or anticipated competition law or (F)RAND

related defense(s), subject to there being safeguards in place to ensure the confidentiality of such information; (vii) if disclosure is demanded by a subpoena, or by an order from a court or governmental body, or as may otherwise be required by law or regulation, however, if legally possible, subject to protective order or written agreement between counsels that such disclosure shall be limited to “Attorneys’ Eyes Only”, (or, in the case disclosure is pursuant to a protective order, such protective order shall provide, to the extent practicable, that any disclosure under a protective order would be protected under an “Attorneys’ Eyes Only” or higher confidentiality designation); or (viii) if the information has become publicly available without a breach of confidentiality of any of the Parties or their Affiliates.

8. Miscellaneous

8.1 Communication Details. Any communication, including notices, relating to this Agreement shall be made in the English language, and sent either by e-mail, fax, certified mail with return receipt requested, or by overnight delivery by commercial or other service which can verify delivery to the following addresses, and such 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:

Sisvel International S.A.

Att.: 5G Multimode Program Manager

Immeuble Cubus C2

2, rue Peternelchen

L-2370 Howald

Grand Duchy of Luxembourg

E-mail to: MC@sisvel.com

with cc: notice@sisvel.com

for Licensee:

[Licensee complete name]

Att.: [contact name]

[address]

[address]

[Country]

E-mail to: example@email.com

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

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

8.4 Governing Law and Dispute Resolution. The Agreement is governed by and construed in accordance with the laws of Germany and irrespective of any choice of law principle that

might dictate a different Governing Law. The courts of Mannheim, Germany, shall have exclusive jurisdiction for any and all disputes arising from, under, out of, or in connection with this Agreement.

- 8.5 No Assignment. This Agreement or any right or obligation thereof may not be assigned by Licensee without Licensor's prior written consent.
- 8.6 Survival. Any provisions contained in this Agreement that, by their nature, would continue beyond the expiration or termination of this Agreement shall so survive such expiration or termination, including but not limited to Article 3 (Payment of Compensation), Section 4.5 (Necessary Records) and Section 4.6 (Audit Rights).
- 8.7 No waiver. No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 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 agreements between the Parties involving the same.
- 8.9 Severability Clause. Should any individual provisions of this Agreement be found invalid or unenforceable, the remainder of this Agreement shall have full force and effect. The Parties undertake in good faith to replace any invalid provision by a new provision which shall approximate as closely as possible the economic and legal result intended by the Parties in entering into this Agreement.
- 8.10 This sublicense is granted only to Make and/or Sell Licensed Products that do not violate applicable laws and regulations, which includes but is not limited to criminal laws, product safety regulations, as well as export restrictions, sanctions regimes and embargoes imposed by the governing law of this Agreement.

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

Sisvel International S.A.

[Licensee complete name]

Signature

Signature

Name

Name

Title

Title

Date

Date

Signature

Name

Title

Date

Exhibit A

LICENSEE AFFILIATES

N/A

Exhibit B

PAST USE

Table 1: Licensed Products subject to the release under Section 2.1

Period	Maximum number of Licensed Products Sold compliant with the 2G Standard, 3G Standard, and/or 4G Standard, but not the 5G Standard, that shall be subject to the release granted under Section 2.1	Maximum number of Licensed Products Sold Licensed Products compliant with at least the 5G Standard, that shall be subject to the release granted under Section 2.1
Prior to the Effective Date	[Quantity in letters (quantity in figures)]	[Quantity in letters (quantity in figures)]