

**SISVEL WI-FI 6 SUBLICENSE AGREEMENT BETWEEN [LICENSEE'S SHORT] AND SISVEL**

This sublicense agreement ("Agreement"), effective as of [date] ("Effective Date"), is entered into by and between **Sisvel International S.A.**, a company having its principal place of business at 6, Avenue Marie Thérèse, 2132 Luxembourg, Grand Duchy of Luxembourg ("Sisvel" or "Licensor") and [Licensee's full corporate name], a company duly incorporated under the laws of [country], having its registered office at [address] ("Licensee short" 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 Licensed Products it Makes and/or Sells, limited to the Licensed Field;

WHEREAS, Licensor has the right to grant a covenant not to sue under the Legacy CNS Patents on behalf of Patent Owners and Patent Owners' Affiliates for Licensed Products Made by or for and/or Sold by Licensee and limited to the CNS Field, and Licensee wishes to be granted such covenant not to sue;

WHEREAS, Licensee understands that it is free to negotiate releases, covenants and licenses, also for portions of the Licensed Patents and Legacy CNS 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 the relevant Patent Owners at once, as subject to this Agreement.

NOW, THEREFORE, the Parties agree as follows:

**1. Defined Terms**

- 1.1 "Affiliate" means, with respect to any entity, any Person which is, directly or indirectly, Controlled by such entity, Controlling such entity or under joint Control with such entity, for so long as such Control exists.
- 1.2 "Approved Product Type" means any product type listed in **Exhibit E**. From time to time, Licensor may offer to Licensee to add further product types to **Exhibit E**, which would become an integral part of this Agreement upon written agreement between the Parties to amend this Agreement accordingly.
- 1.3 "Assert" or "Assertion" means to commence, participate in or prosecute patent infringement lawsuit or other proceeding.

- 1.4 “Compensation” means the overall payment due by Licensee as per Section 3.1 for the rights granted to it, in accordance with this Agreement.
- 1.5 “Compliant Rate” means the reduced royalty rate applicable per relevant Licensed Product in the case in which Licensee is not committing a material breach of its obligations under this Agreement.
- 1.6 “Control” means, with respect to a Person, any other Person directly or indirectly holding (i) more than fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors of such first Person; (ii) the power 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, holding an economic or other interest carrying the right to receive more than fifty percent (50%) of the profits of the entity.
- 1.7 “CNS Field” means only the functionality within the applicable product that conforms to or practices all or any part of the Legacy Wi-Fi Standard. For clarity, CNS Field excludes the functionality within the applicable product that conforms to or practices all or any part of the Wi-Fi 6 Standard and/or any other IEEE 802.11 standard published thereafter.
- 1.8 “Extended Term” means the term after the Initial Term as further defined in Section 7.1.
- 1.9 “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) (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). 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) (other than solely on behalf of Licensee and/or any of Licensee Affiliate(s) exercising such right).
- 1.10 “Hold” or “Held” means, with respect to any Patent, possession of the right for a Person and/or its Affiliates to grant a license, sublicense, release or covenant not to sue.
- 1.11 “Initial Term” means the period as described in Section 7.1.
- 1.12 “Joinder Date” means the effective date of a Patent Owner joining the Sisvel Wi-Fi 6 Patent Pool. The respective Joinder Date of each Patent Owner is indicated in **Exhibit C**.
- 1.13 “Legacy CNS Patent” means any Legacy Wi-Fi Essential Patent which is or has been Held by a Patent Owner at any time between its respective Joinder Date

and the earlier of the following dates: the end of the Term or the end of the term of the agreement between Licensor and the Patent Owner(s) regarding the Sisvel Wi-Fi 6 Patent Pool (for clarity, in case one of the Patent Owners terminates its participation to the Sisvel Wi-Fi 6 Patent Pool, the date on which such termination becomes effective shall be considered instead, limited to the Wi-Fi 6 Essential Patents Held by such Patent Owner). In the context of this Section 1.13, Sisvel shall be regarded as a Patent Owner. Wherever this Agreement refers to the Legacy CNS Patents, except for Section 7.6, any reference to Patent Owners shall also apply to Sisvel.

- 1.14 “Legacy Wi-Fi Essential Patent” means any Patent that, under applicable law, includes at least a claim that is either necessarily used in practicing any portion of the Legacy Wi-Fi Standard, or the practice of which, as a practical matter, cannot be avoided in remaining compliant with the Legacy Wi-Fi Standard.
- 1.15 “Legacy Wi-Fi Standard” means the IEEE 802.11-2020 standard. For clarity, the Legacy Wi-Fi Standard excludes the Wi-Fi 6 Standard and any other amendment to IEEE 802.11-2020 standard published thereafter.
- 1.16 “Licensee Affiliate” means any Person, which is, on or after the Effective Date, an Affiliate of Licensee, including, as of the Effective Date, the Persons listed in the organization chart as per **Exhibit A**, provided that they qualify as Affiliate(s) under this Agreement. Licensee shall keep such organization chart updated and inform Licensor of any changes in writing.
- 1.17 “Licensee Wi-Fi Essential Patent” means any Wi-Fi 6 Essential Patent and/or Legacy Wi-Fi Essential Patent, which is or has been at any time of the Term Held by Licensee and/or Licensee Affiliates.
- 1.18 “Licensed Field” means only the functionality within a product conforming to or practicing all or any part of the Wi-Fi 6 Standard. For clarity, Licensed Field explicitly does not include (i) any additional functionality, nor (ii) any additional functionality that conforms to or practices other standards (as a non-limitative example, 2G, 3G, 4G, 5G, etc.).
- 1.19 “Licensed Patents” means any Wi-Fi 6 Essential Patent which is or has been Held by a Patent Owner, including but not limited to those identified by an independent evaluator to be Wi-Fi 6 Essential Patents, at any time between its respective Joinder Date and the earlier of the following dates: the end of the Term or the end of the term of the agreement between Licensor and the Patent Owner(s) regarding the Sisvel Wi-Fi 6 Patent Pool (for clarity, in case one of the Patent Owners terminates its participation to the Sisvel Wi-Fi 6 Patent Pool, the date on which such termination becomes effective shall be considered instead, limited to the Wi-Fi 6 Essential Patents Held by such Patent Owner). The Licensed Patents include but are not limited to those Wi-Fi 6 Essential Patents identified in **Exhibit B**.

- 1.20 “Licensed Product” means any product of an Approved Product Type, which conforms to or practices all or any part of the Wi-Fi 6 Standard and which uses (i) one or more of the Licensed Patents in the Licensed Field, and, if applicable, (ii) one or more of the Legacy CNS Patents in the CNS Field.
- 1.21 “LIFT Compensation Model” means the alternative compensation formula developed by Licensor based on the new technology adoption sponsoring scheme as stated in **Exhibit D**. The LIFT Compensation Model will only be available for licensees in good standing and as far as Patent Owners and/or Licensor have or have had no reason to initiate any litigation against them for being unwilling to take a Sublicense. In case applicable, the LIFT Compensation Model will apply instead of the Standard Compensation Model. For clarity, if Licensee chose the LIFT Compensation Model and commits a material breach of its obligations set forth in this Agreement, it will lose access to the LIFT Compensation Model and the Standard Compensation Model shall apply from the moment in which such material breach occurred until the moment in which Licensee’s material breach has been remedied in full.
- 1.22 “Make”, “Made” or any variation of such term means make, Have Made, develop, import and/or re-import products.
- 1.23 “Necessary Records” means the documentation described in Section 5.4.
- 1.24 “New Patent Owner” means a Person who (i) Holds Patents which have been evaluated by an independent third-party evaluator to be Wi-Fi 6 Essential Patents, and (ii) joins the Sisvel Wi-Fi 6 Patent Pool after the Effective Date. 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. **Exhibit C** shall be updated accordingly to include each New Patent Owner and its respective Joinder Date. New Patent Owner’s Wi-Fi 6 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 B** shall be updated accordingly.
- 1.25 “Outstanding Liability” has the meaning as set forth and defined in the description of LIFT per **Exhibit D**.
- 1.26 “Past Release” has the meaning set forth in Section 2.1.
- 1.27 “Patent” means any patent and patent application (including claims of licensable patent applications), whether or not divisions, continuations, continuations-in-part, re-examinations, reissues, renewals, and extensions thereof and any counterparts claiming priority therefrom, and like statutory rights, excluding any and all design patents and design patent applications.

- 1.28 “Patent Owner” means any Person Holding one or more of the Licensed Patents, which joined the Sisvel Wi-Fi 6 Patent Pool as of the Effective Date (or later as a New Patent Owner) and which is listed in **Exhibit C**.
- 1.29 “Person” means an individual or a corporation, trust, partnership, limited liability company, joint venture, unincorporated organization, or other entity.
- 1.30 “Post-Term Units” means Licensed Products Made by or for and Sold by Licensee or Licensee Affiliates after the Term.
- 1.31 “Royalty Rate” means the applicable reference royalty rate per unit of the respective Licensed Product, which is either the Standard Rate or the Compliant Rate.
- 1.32 “Sale”, “Sell”, “Sold” or any similar variation of such term means export, offer to sell, sell, distribute, lease and/or otherwise dispose of products.
- 1.33 “Sisvel Wi-Fi 6 Patent Pool” means the patent pool established through an agreement among Licensor and the Patent Owners, granting Licensor the right to monetize the Licensed Patents.
- 1.34 “Standard Compensation Model” means the compensation formula stated under Section 3.3, 3.3.1 and 3.3.2.
- 1.35 “Standard Rate” means the standard royalty rate applicable per relevant Licensed Product (i) subject to the Past Release and (ii) in case Licensee commits a material breach of its obligations under this Agreement. Such Standard Rate shall apply, instead of the Compliant Rate, with immediate effect from the first day of the royalty reporting period to which the occurrence of such non-compliance relates, until the moment in which Licensee’s material breach has been remedied in full.
- 1.36 “Term” means the term as described in Article 7 of this Agreement.
- 1.37 “Territory” means worldwide, however, limited to the scope of territorial protection of each of the Licensed Patents and the Legacy CNS Patents, respectively.
- 1.38 “Third Party License” means a license, cross-license, sublicense, or any other grant of rights or agreement to Make and/or Sell certain Licensed Products under Licensed Patents Held by a Patent Owner limited to the Licensed Field, and any such agreement being concluded 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 if Licensed Products are covered under such agreement. Effects of a Third Party License are set forth in Sections 2.4 and 3.4.

- 1.39 “Wi-Fi 6 Essential Patents” means any Patent that, under applicable law, includes at least a claim that is either necessarily used in practicing any portion of the Wi-Fi 6 Standard or the practice of which, as a practical matter, cannot be avoided in remaining compliant with the Wi-Fi 6 Standard.
- 1.40 “Wi-Fi 6 Standard” means the “ax” amendment to the IEEE 802.11 standard, defining modifications to both the IEEE 802.11 physical layer (PHY) and the medium access control (MAC) sublayer for High Efficiency (HE) operation. This includes technical features originally introduced by standard specifications other than IEEE 802.11ax, but only in case such features are explicitly specified by reference to operation of an HE device and the implementation of such feature is required for compliance with such amendment. For clarity, features exclusively required for backward compatibility are not included in the current definition, notwithstanding the fact that such features are (i) referenced by the IEEE 802.11ax standard specification or (ii) described in the previous sentence.

## **2. Release and License**

- 2.1 Past Release. Subject to Licensee’s fulfilment of its payment obligations regarding the Past Release, under the LIFT Compensation Model or the Standard Compensation Model, whichever applies, Licensor hereby irrevocably releases, acquits, and forever discharges Licensee, and Persons that are Licensee Affiliates on the Effective Date, from any and all claims of damages or other liabilities for infringement of the Licensed Patents within the Licensed Field for Licensed Products Made by or for and Sold by Licensee, and/or Persons that are Licensee Affiliates on the Effective Date, before the Effective Date, and insofar extends to their successors as well as any downstream customers or end-users (“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. Licensor, in providing the release of this Section 2.1, relies on Licensee’s ongoing compliance with its obligations under this Agreement.
- 2.2 License for Present and Future Use. Subject to 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, non-sublicensable royalty bearing license to Make and/or Sell Licensed Products under the Licensed Patents within the Licensed Field in the Territory during the Term. For clarity: Post-Term Units are not covered by the license granted herein.
- 2.3 Covenant Not to Sue for Licensed Products. Subject to Licensee’s full compliance with the obligations set forth in this Agreement, Licensor covenants, on behalf

of Patent Owners, that during the Term Patent Owners will not sue, or otherwise enforce any Legacy CNS Patent against, Licensee or Licensee Affiliates for patent infringement of any Legacy CNS Patent within the CNS Field by any Licensed Product, provided that Licensee and Licensee Affiliates do not commit a material breach of their obligations under this Agreement and only for the period in which there is no such material breach. For clarity, such covenant is personal to Licensee and Licensee Affiliates, it may not be transferred or otherwise assigned to any other Person, and it does not provide any rights to any other Person. Post-Term Units are not covered by this covenant.

2.3.1 Tolling. The covenant in Section 2.3 does not include any waiver of accruing liability in the CNS Field. Subject to applicable laws, any statute of limitations, statute of repose, time-based limitation on damages and/or other time-related defense or claim, whether statutory or otherwise, under any applicable law, and whether at law, in equity or otherwise (including, but not limited to, the doctrines of waiver, laches, acquiescence or estoppel), which is or may be applicable to any potential claims relating to the Legacy CNS Patent, is hereby temporarily waived for the duration of, and shall not run, the Term. Without limitation to the aforementioned, the statutory period of recovery under 35 U.S.C. § 286 is hereby waived for the Term with respect to the Legacy CNS Patents such that in any subsequent lawsuit by a Patent Owner other alleging infringement of Legacy CNS Patents, 35 U.S.C. § 286 shall not be asserted as a limitation on damages or recovery and/or defense for any infringement of said Legacy CNS Patents occurring subsequent to the date six (6) years prior to the beginning of the Term.

2.4 Effect of Third Party License. The Third Party License will be taken into consideration when determining the Compensation (including for Past Release, in case and to the extent the period before the Effective Date is covered by such Third Party License), as specified in Section 3.4.

2.5 Licensee as Patent Owner. In the event Licensee is also a Patent Owner or a Patent Owner's Affiliate, the Licensed Patents Held by such Patent Owner are not included in the rights granted under this Agreement, notwithstanding anything to the contrary herein. This situation is taken into consideration when determining the Compensation, as specified in Section 3.5.

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

3.1 Compensation. Licensor explained and offered to Licensee two different alternatives in connection with the compensation for the rights granted under this Agreement to Licensee: (i) the Standard Compensation Model; and (ii) the LIFT Compensation Model. The Parties have knowingly and willingly agreed to apply the method of [selected alternative] to determine the Compensation as a convenience for Licensee. The Parties acknowledge that any further reference to the [alternative not selected] in this Agreement is for documentation

purposes only, in order to demonstrate the alternatives offered to Licensee. Licensor will take Licensee's royalty statement regarding the Past Release into account when calculating the respective Compensation for the relevant Licensed Products, as per Section 5.1 sentence 1.

3.2 Compensation under the LIFT Compensation Model. In the event that the LIFT Compensation Model applies, Licensee's payment obligations are defined as set forth in **Exhibit D**.

3.3 Compensation under the Standard Compensation Model. In the event that the Standard Compensation Model applies, Licensee shall make the following non-refundable and non-recoupable payments to Licensor in consideration of the rights granted to Licensee by Licensor under this Agreement:

3.3.1 Past Release. For the Past Release, Licensee shall pay the following lumpsum: [...]

3.3.2 Present and Future Use. For Licensed Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates during the Term, Licensee shall pay running royalties for each Licensed Product Made and/or Sold in the preceding calendar quarter, as reported by Licensee to Licensor in accordance with Article 5, at the applicable Royalty Rate.

Payment of the Compensation shall be due within fifteen (15) days from receipt of the respective invoice from Licensor, which Licensor may send (i) as of the Effective Date for the Past Release per Section 3.3.1; and (ii) on or after the date on which Licensor received the respective report in accordance with Article 5 for Licensed Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates during the Term per Section 3.3.2.

3.4 Third Party License. Licensee shall not be charged for the relevant Licensed Patents which are encumbered by a Third Party License ("Pre-Netting"), in as far as such Third Party License covers the relevant grant of rights set forth herein. Effective as from the termination of the Third Party License, Pre-Netting no longer applies and Licensee shall be fully liable for and pay the respective portion of the royalties for the relevant Licensed Patents as used in Licensed Products as set forth herein.

3.5 Licensee's Supplier; Exhaustion. If Licensee or any Licensee Affiliate purchases or otherwise obtains Licensed Products from a third party that is covered by a license, cross-license, sublicense, or any other grant of rights or agreement to Make and/or Sell Licensed Products under the Licensed Patents Held by a Patent Owner 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 (exhaustion).



- 3.6 Licensee's Customer. If Licensee Sells Licensed Products to a third party that is licensed by Licensor or any of the Patent Owners to Make and/or Sell Licensed 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 Licensed Products to it; and (b) provides 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 it by Licensee; and (c) timely pays all the relevant due royalties on such Licensed Products to Licensor or all relevant Patent Owners, as the case may be; then, subject to written confirmation by Licensor of the pre-mentioned provisos, Licensee shall have no royalty obligation for such 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 Licensed Products Made for and/or Sold to it by Licensee or any of Licensee Affiliates, Licensee's responsibility to pay the respective royalties to Licensor under this Agreement with respect to such Licensed Products still applies.
- 3.7 No Double Charges. Agreements related to one or more of the Licensed Patents for Licensed Products in the Licensed Field will be taken into account when calculating the Compensation due by Licensee, provided that Licensee reasonably proves the existence of such existing agreements.
- 3.8 Licensee as Patent Owner. Licensee and its Affiliates shall not be charged under this Agreement for the Licensed Patents which Licensee Holds, as per Section 2.5.
- 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 Bank Details. The Compensation shall be paid by wire transfer to Licensor's bank account as specified in the invoice provided by Licensor.

**4. Bank Guarantee**

- 4.1 Securing the Compensation. As an assurance of fulfilment of its obligations under the terms of this Agreement, Licensee covenants that it will provide Licensor with a continuing bank guarantee from a first class international bank according to the form indicated in **Exhibit F** hereto, if so requested by Licensor on a case by case basis on its reasonable determination.
- 4.2 Calling the Bank Guarantee. For such bank guarantee as per Section 4.1 above, Licensor shall have: (a) the right to call up to the full amount of such bank guarantee each time Licensee and/or Licensee Affiliates should fail to fulfil its obligations under the terms of this Agreement, including, but not limited to, payment of Compensation due under this Agreement by the relevant due date, submission of royalty statements by their due date, compliance with the audit procedures according to Sections 5.5, 5.6, or renewal or replacement of the bank guarantee according to Section 4.3; (b) the right to keep any amounts from the bank guarantee sufficient to compensate for any damages caused by Licensee's failure to fulfil its obligations, including costs and attorneys' fees as they are incurred; (c) the right to keep up to the full amount of such bank guarantee until the time in which the extent of such damage can be determined with certainty; and (d) the right to keep the full amount of the bank guarantee as liquidated damages if the extent of the damage described in (c) above cannot be determined with certainty within one (1) year from the date on which Licensor calls the bank guarantee. It is understood that Licensor shall have the rights (a)-(d) specified in this Section 4.2 should Licensee or any Licensee Affiliates fail to discharge any obligation of this Agreement.
- 4.3 Maintaining the Bank Guarantee. For the avoidance of doubt, any amount drawn from the bank guarantee will not be considered as a full or partial fulfilment of any obligation of Licensee under the terms of this Agreement, including the not fulfilled obligations for which the bank guarantee was called. Should the bank guarantee provided by Licensee under Section 4.1 expire prior to expiration of this Agreement, Licensee covenants that it will obtain and provide Licensor with a renewed or replaced bank guarantee, for the same period and in the same amount as the original bank guarantee, at least three (3) months before the expiration of the existing bank guarantee. Should Licensee fail to obtain or provide a renewed or replaced bank guarantee at least three (3) months before the expiration of the existing bank guarantee, Licensor may, at its discretion, expressly terminate this Agreement in accordance with the provisions of Article 7 and/or call the full amount of the existing bank guarantee and keep such full amount as a deposit for use, as if it were the bank guarantee, until Licensee provides a renewed or replaced bank guarantee. Licensee agrees that the bank guarantee will not be returned before its expiration even if Licensee and Licensee Affiliates no longer Make and/or Sell or otherwise dispose of Licensed Products. Licensee further agrees that its obligation to obtain and provide Licensor with a renewed or replaced bank guarantee will persist until the expiration or termination of this Agreement even if Licensee and Licensee

Affiliates no longer Make and/or Sell or otherwise dispose of Licensed Products.

## **5. Reporting**

- 5.1 Reporting Details. Upon signature, Licensee shall provide Licensor with a royalty statement indicating, separately for each Approved Product Type, the number of units of Licensed Products Made by or for and Sold by Licensee and/or Licensee Affiliates between June 1, 2021 and the Effective Date. Beginning with the calendar quarter of the Effective Date and within the calendar month following the end of each applicable calendar quarter, Licensee shall provide Licensor with a full royalty statement indicating, separately for each Approved Product Type, the number of units of Licensed Products Made by or for and/or Sold by Licensee and/or Licensee Affiliates during the previous calendar quarter. Licensor shall provide an electronic form to Licensee for such royalty statements, which shall include, for each shipment or delivery of such relevant Licensed Products, the following details: the model number, a brief description of the product or product type, the brand or trademark on the product, the full name of the customer, the country of Sale, the full name of the manufacturer (or the direct supplier, as the case may be), and the country of manufacture. Licensee shall submit the full royalty statements in accordance with this Section 5.1, in a file type specified by Licensor via e-mail to the address [WiFi6.reporting@sisvel.com](mailto:WiFi6.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.
- 5.2 Reporting and Documentation for Pre-Paid Royalties. Although no royalties are due by Licensee pursuant to Section 3.5 and 3.6, Licensee shall separately report in the royalty statements as per Section 5.1, with respect to the preceding calendar quarter and separately for each Approved Product Type, the total number of units (and additional information required in such royalty statements) of Licensed 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 Licensed Products in the Licensed Field and the identity of such third party.
- 5.3 Confidential Reports. Licensor shall not disclose any of the information comprised in the royalty statements provided by Licensee or Licensee Affiliates under this Agreement as per Article 8.
- 5.4 Necessary Records. Licensee and Licensee Affiliates shall keep and maintain, in paper or electronic form, all necessary books and purchase and sales records to represent the amount of Licensed Products Made by or for and/or Sold by Licensee ("Necessary Records"), such as, for example, books and records showing the relationship of Licensee and all Licensee Affiliates and production, purchases, stocks, deliveries, technical specifications might be treated 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.

5.5 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 Section 5.1. Licensor shall give Licensee written notice of such audit at least five (5) days prior to the audit. Any audit under this Section 5.5 shall be conducted by an independent certified public accountant or equivalent ("Auditor") selected by Licensor and reasonably agreeable to Licensee. 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 its Affiliate to such auditor, for the purposes of such audit(s), shall be kept strictly confidential by such auditor and shall not be provided or made available to any other party(ies) (including Licensor). The auditor shall enter into a relevant confidentiality agreement that Licensee and/or Licensee Affiliate may appropriately request prior to the beginning of any such audit. The auditor shall only be able to report to Licensor, with respect to the relevant Licensed Products Made and/or Sold under this Agreement, the details indicated in Section 5.1.

5.6 Audit Costs. The cost of any audit under Section 5.5 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 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) Licensee or any Licensee Affiliate unreasonably refuses or obstructs the audit.

## **6. Representations and Warranties**

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

6.2 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.

- 6.3 Licensee's Representation. Licensee represents and warrants (a) that, as of the Effective Date, (i) it is not the subject of a voluntary or involuntary petition in bankruptcy or the equivalent thereof, (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, will be filed against it in the foreseeable future; and (b) that Licensee 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 Section 5.5 have been and will be accurate, true and complete.
- 6.4 Parties' Mutual Representations. Each Party represents and warrants (a) that this Agreement and the transactions contemplated hereby do not violate or conflict with, or result in a breach under, any other agreement to which it is subject as a party or otherwise; (b) that, in executing this Agreement, it does not rely on any promises, inducements or representations made by the other Party or any third party with respect to this Agreement or any other business dealings with the other Party or any third party, now or in the future, except those expressly set forth herein.
- 6.5 Exhaustive List of Representations. Other than the express warranties set forth in this Article 6, the Parties make NO OTHER REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED.

## **7. Term and Termination**

- 7.1 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 7.4 or 7.5, or extended as per Section 7.2 (whatever duration of this Agreement applies is referred to as "Term").
- 7.2 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) year period ("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) year period. Insofar as the LIFT Compensation Model applies, only Licensee has the right to terminate this Agreement. In the event the Standard Compensation Model applies, then the Extended Term shall not consist of more than two five (5) year extensions.
- 7.3 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 (30) days to remedy such failure, of which failure Licensor shall provide notice, before such failure is considered 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.

- 7.4 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.
- 7.5 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 becomes effective.
- 7.6 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 Wi-Fi Essential Patent, and Licensee and/or Licensee Affiliate has refused or should be reasonably regarded as having refused to grant the relevant Patent Owner and/or its Affiliates a license on a reciprocal basis under such Licensee Wi-Fi Essential Patents upon which the Assertion is based, then such Patent Owner may provide written notice to Licensor of termination of the rights granted to Licensee under the Licensed Patents and Legacy CNS Patents it Holds. Upon receipt of notice of such termination, Licensor shall promptly notify Licensee ("Notice Of Termination") and permit Licensee thirty (30) days to withdraw its Assertion in writing. If Licensee does not withdraw with prejudice its Assertion within thirty (30) days from the Notice Of Termination, then Licensor shall terminate, effective from the Notice Of Termination's date, the rights granted under the Licensed Patent(s) and Legacy CNS 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 B**, 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.

## **8. Confidentiality**

Each Party may disclose the existence of this Agreement 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: (a) if such disclosure was done by Licensor in an aggregated or anonymized form; (b) if such disclosure was done by Licensor to Patent Owners 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 Party's accountants, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein; (g) to a competent court, arbitral or mediation panel or competition authority for the purposes of establishing or opposing competition law or (F)RAND related defense(s) in the context of patent infringement, subject to there being safeguards in place to ensure the confidentiality of such information; (h) if disclosure is demanded by a subpoena, or by an order from a court or governmental body, or 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 (i) if the information has become publicly available without a breach of confidentiality of any of the Parties or their Affiliates.

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

for Licensor:  <b>Sisvel International S.A.</b>  Att.: Wi-Fi 6 Program Manager 6, Avenue Marie Thérèse 2132 Luxembourg, Grand Duchy of Luxembourg Fax: +352 28 22 50 40 E-mail to: <a href="mailto:WiFi6-licensing@sisvel.com">WiFi6-licensing@sisvel.com</a>  <a href="mailto:notice@sisvel.com">with cc: notice@sisvel.com</a>	for Licensee:  [Licensee Name]  [Licensee Address]  Fax: [...] E-mail to: [...]
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- 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 No Assignment. This Agreement or any right or obligation thereof may not be assigned by Licensee without Licensor's prior written consent.
- 9.6 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.
- 9.7 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.
- 9.8 Severability regarding LIFT provisions. In the event that any provision regarding one or more aspects of LIFT, as applied under this Agreement, is rendered invalid, illegal, or otherwise unenforceable ("Invalidation Event") (such provision referred to as "Invalid LIFT Provision"), the Parties shall discuss in good faith, an amendment to such Invalid LIFT Provision to conform to the implications of such Invalidation Event, consistent with all legal requirements, without materially altering the intentions of the Parties and coming as close as possible to the intended economic effect of the Invalid LIFT Provision, for a period of maximum six (6) months (unless otherwise imposed as per the Invalidation Event) ("Interim Non-Assert"); under such an Interim Non-Assert, (i) any termination of this Agreement shall be suspended and postponed until the end of such Interim Non-Assert, (ii) Sisvel agrees, and covenants the same for the Patent Owners, to refrain from, directly or indirectly, initiating, suing, or pursuing any claim arising out of or in connection with this Agreement against Licensee, Licensee Affiliates and/or their successors and assigns, in or before any court or any other governmental authority, anywhere in the world, on payment matters beyond the amount and arrangement originally intended, provided that at least the amount intended under the original arrangement is duly paid during the Interim Non-



Assert, and (iii) in order to allow the Sisvel Wi-Fi 6 Patent Pool to continue operating and for the Patent Owners to maintain their economic interests unaltered during the period necessary to conclude such good faith discussions, pending an ex-tunc amendment of the Invalid LIFT Provision, the Parties agree that the effect of the Invalid LIFT Provision shall be considered temporarily maintained, provided doing so is consistent with law, until an amendment of the Invalid LIFT Provision is agreed or until the end of the Interim Non-Assert, whichever comes first. For clarity, the Parties do not intend to alter the recourses available following the Invalidation Event; in other words, any amount received during the Interim Non-Assert shall be calibrated and offset or trued up against amounts that would have been due following the amendment of the Invalid LIFT Provision (if the amendment of the Invalid LIFT Provision will be agreed on before expiration of the Interim Non-Assert), and such calibrated amount shall cover first the “oldest” Outstanding Liability and the related Licensed Products Made and/or Sold. Notwithstanding the foregoing, nothing in such Interim Non-Assert shall constitute or shall be construed as an agreement among the Parties on an amendment of the Invalid LIFT Provision and, accordingly, such Interim Non-Assert shall have no effect other than offering a certain period of time to find alternative mutually agreeable regulations regarding one or more aspects of LIFT that were subject to the Invalidation Event. The effect of such alternative mutually agreeable regulations would apply to amounts that may have accrued before and during the term of such Interim Non-Assert, and which may go beyond payments made in light of the Invalid LIFT Provision. In case, upon expiration of the Interim Non-Assert, the Parties will have not agreed on an economic solution resulting from any such Invalid LIFT Provision, then (x) this Agreement can be terminated with immediate effect, provided that the deletion of the Invalid LIFT Provision would have a material economic effect on Licensee, and, in case Licensee is also a Patent Owner (“Licensee Patent Owner”), the Sisvel Wi-Fi 6 Patent Pool agreement shall be consequently and concurrently terminated for Licensee Patent Owner, (y) the Individual Royalty Share of the Licensee Patent Owner as set forth in the Sisvel Wi-Fi 6 Patent Pool agreement relative to the quarter in which such termination took place and the following three (3) quarters shall be used to cover any Outstanding Liability and (z) Sisvel shall revoke, effective from the date following the period described under (y) of this Section 9.8, all rights granted under this Agreement to the portion of the Licensed Products to which the then unpaid amount, if any, refers to, and, with regard to such unlicensed Licensed Products, all legal recourse and remedies for the infringement of the Licensed Patents under the applicable law shall be restored. For the avoidance of doubt, Licensee Patent Owner (and/or its Affiliate, as applicable) may, at its election and provided that, latest on the last day of the period described under (y) of this Section 9.8, all due payments have been made, decide not to terminate this Agreement (and the Sisvel Wi-Fi 6 Patent Pool agreement, in case Licensee is a Licensee Patent Owner), and provided that the Invalid LIFT Provision is deleted. In the event of any inconsistency or conflict between this Section 9.8 and any other provision of this Agreement (including its exhibits), the Parties agree that, among them, this

Section 9.8 shall prevail.

*[signature page follows]*

WI-FI 6 LICENSING PROGRAM  
SUBLICENSE AGREEMENT BETWEEN SISVEL AND [LICENSEE SHORT]

**Sisvel International S.A.**

**[Licensee's full corporate name]**

\_\_\_\_\_  
Name: Thomas Heinz Hartmann  
Title: Director

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

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

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

\_\_\_\_\_  
Name: Matteo Maria Morroi  
Title: Director

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

*[remainder of the page left intentionally blank]*

**Exhibit A**

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**LICENSEE AFFILIATES**

[...]

**Exhibit B**

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**LICENSED PATENTS**

*[insert patent list]*

**Exhibit C**

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**PATENT OWNERS AND RESPECTIVE JOINDER DATES**

Patent Owner	Joinder Date
Huawei Technologies Co., Ltd.	July 1, 2022
Mediatek Inc.	July 1, 2022
Mitsubishi Electric Corporation	January 1, 2023
Panasonic Holdings Corporation	July 1, 2022
Koninklijke Philips N.V.	July 1, 2022
SK Telecom Co., Ltd.	July 1, 2022
Wilus Inc.	July 1, 2022

**Exhibit D**

**LIFT COMPENSATION MODEL**

**1. DEFINITIONS AND GENERAL PRINCIPLES**

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

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

- 1.2 “Depreciated Outstanding Liability” or “DOL” means the value of the Outstanding Liability after applying the Depreciation to the Outstanding Liability before the calculation of the Running Royalty Deferrable, as per Section 1.17.
- 1.3 “Depreciation” means the reduction of the value of the Outstanding Liability, based on the application of the following reduction formula:  $Depreciation = 1 / [(1+25\%)^{(1 / \text{Number of Licensee's due reports per year})}]$ .
- 1.4 “Final Outstanding Liability Payable” or “FOLP” means the final Outstanding Liability Payable by Licensee to Licensor upon expiration of the latest Licensed Patent to expire. Final Outstanding Liability Payable shall be calculated using the following formula:  $FOLP = OL * W$ . For purposes of calculating FOLP, the value of W shall be the higher of (i) the then current value of W or (ii) the average value of W over the past five (5) years. For the avoidance of doubt, the entire Outstanding Liability shall be payable by Licensee to Licensor in case of expiration or termination of the Agreement, as per Section 3.1 of this Exhibit D.
- 1.5 “Individual Royalty Share” or “IRS” means a Patent Owner’s share of revenues in the Sisvel Wi-Fi 6 Patent Pool.
- 1.6 “Licensable Market Penetration” or “LMP” means the ratio between the total number of Licensed Products licensed under the Licensed Patents within the Licensed Field and the total number of Licensed Products available in the market.

LMP shall be defined by Licensor in accordance with Section 4.2 of this Exhibit D. In case of any grant of positive rights under bilateral licenses, cross-licenses, sublicenses, or any other licenses to Make and/or Sell certain Licensed Products under any of the Licensed Patents in the Licensed Field (including, for example, Third Party Licenses), the relevant Licensed Products shall contribute to the calculation of the LMP in a proportion equal to the IRS of the respective Patent Owner within the Sisvel Wi-Fi 6 Patent Pool.

- 1.7 “LIFT” means the LIFT Compensation Model, as defined in Section 1.21 of the Agreement and described under this Exhibit D. Licensee acknowledges that LIFT is a creation of Licensor and Licensor shall have the sole proprietary rights to it.
- 1.8 “Market Data” means the market data based on the data provided by the Market Data Supplier indicated in ANNEX 2.
- 1.9 “Market Data Supplier” means any one or more internationally experienced and recognized market data analysis entity, as set forth in ANNEX 2.
- 1.10 “Outstanding Liability” means (i) the Past Use Liability Deferrable, if any, plus (ii) the cumulative unpaid portion of the Running Royalty Deferrable, calculated at the end of each reporting period as  $OL = RRD - OLD$ .
- 1.11 “Outstanding Liability Due” or “OLD” means the portion of the Running Royalty Deferrable calculated at the end of each reporting period by multiplying the Coefficient W by the Running Royalty Deferrable (Formula:  $OLD = RRD * W$ ).
- 1.12 “Outstanding Liability Payable” or “OLP” means the portion of the Outstanding Liability Due payable by Licensee to Licensor at the end of each reporting period, calculated by applying the Reduction Coefficient Y to the Outstanding Liability Due (Formula:  $OLP = OLD * (1-Y)$ ).
- 1.13 “Past Use Liability Deferrable” or “PULD” means the Past Use Theoretical Liability outstanding after the payment of the Past Use Liability Payable (Formula:  $PULD = PUTL - PULP$ ). Licensee’s Past Use Liability Deferrable amounts to [amount].
- 1.14 “Past Use Liability Payable” or “PULP” means the portion of the Past Use Theoretical Liability payable by Licensee to Licensor at the Effective Date, calculated by applying Coefficient W to the Past Use Theoretical Liability (Formula:  $PULP = PUTL * W$ ).
- 1.15 “Past Use Theoretical Liability” or “PUTL” means the Past Release as defined in Section 1.26 of the Agreement. Licensee’s Past Use Theoretical Liability amounts to [amount].
- 1.16 “Reduction Coefficient Y” or “Y” means the reduction coefficient applied to the Outstanding Liability Due based on the number of consecutive reporting periods



under LIFT, obtained by applying the following formula:  $Y = (\text{number of consecutive reporting periods under LIFT, excluding the current}) * 2\% * (1/\text{number of due reports per year})$ .

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

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

- 1.19 “Running Royalty Theoretical Liability” or “RRTL” means Licensee’s liability generated during each reporting period based on the Licensed Products Made and/or Sold by Licensee and/or Licensee Affiliates during such reporting period as indicated in each royalty statement reported under Article 5 of the Agreement.
- 1.20 “Third Party Licensor” means the Patent Owner who Holds the Licensed Patents included in a Third Party License.

**2. COMPENSATION UNDER LIFT**

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

2.2 **Compensation.** Provided that the LIFT applies, in consideration of the rights granted to Licensee by Licensor under the Agreement, Licensee shall make the following non-refundable and non-recoupable payments to Licensor:

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

2.2.1.1 The Past Use Liability Payable, which shall be calculated in accordance with Section 1.14, payable by Licensee to Licensor within fifteen (15) days from issuing date of the respective invoice from Licensor; and

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

2.2.2 **Determination of Running Royalty Theoretical Liability and payment of Running Royalty Payable.** Upon receipt (a) of the full statement as indicated in Section 5.1 of the Agreement from the Licensee, and (b) of the Market Data from the Market Data Supplier, Licensor shall, within sixty (60) days, determine and notify in writing to Licensee the Running Royalty Theoretical Liability, which shall be calculated in accordance with Section 1.19, and the Running Royalty Payable, which shall be calculated in accordance with Section 1.18:

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

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

2.2.3 **Determination of Outstanding Liability and payment of Outstanding Liability Payable.** Upon receipt (a) of the full statement from Licensee as indicated in Section 5.1 of the Agreement, and (b) of the Market Data from Market Data Supplier, Licensor shall calculate the Outstanding Liability Due, in accordance with Section 1.11, and the Outstanding Liability Payable, in accordance with Section 1.12. Licensee shall pay the Outstanding Liability Payable within fifteen (15) days from issuing date of the respective invoice from Licensor. The portion of the Running Royalty

Deferrable exceeding the Outstanding Liability Due shall be registered into the Outstanding Liability and deferred to the next reporting period.

- 2.3 **Interests for late payment.** Any payment due to Licensor which remains outstanding after the applicable due date, as specified herein, is subject to interests for late payment which shall accrue at an annual rate equivalent to the lesser of six percent (6%) or the highest rate permitted under the applicable law. Accruals shall be computed based on the actual number of days of late payment divided by three hundred and sixty (360).

### 3. AGREEMENT TERMINATION

- 3.1 **Agreement Termination.** Upon termination or expiration of the Agreement, where the Agreement is not renewed or extended, and unless Section 3.2 applies, the entire remaining Outstanding Liability shall be paid by Licensee within fifteen (15) days from issuing date of the respective invoice from Licensor.
- 3.2 **Expiration of the latest Licensed Patent to expire.** Upon expiration of the latest Licensed Patent to expire, Licensee shall pay the Final Outstanding Liability Payable within fifteen (15) days from issuing date of the respective invoice from Licensor. Any remaining liabilities and obligations of the Licensee in any form are irrevocably released, acquitted, and discharged forever.
- 3.3 **Material breach.** In the event of an uncured material breach of Licensee, giving Sisvel the right to a termination as permitted under Section 7.4 of the Agreement, the full payment of the Outstanding Liability shall become payable by Licensee within fifteen (15) days from issuing date of the respective invoice from Licensor.

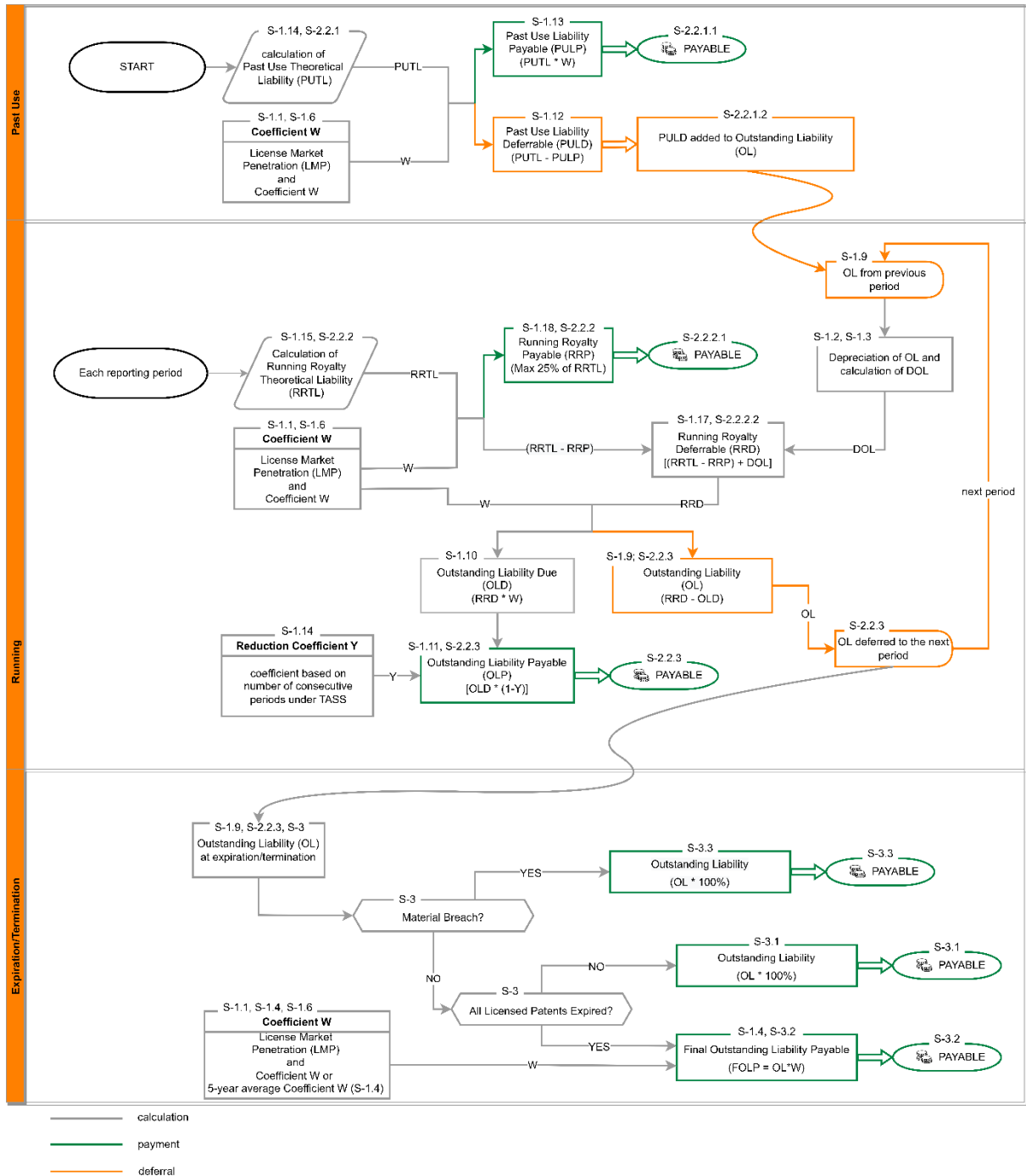
### 4. MISCELLANEOUS

- 4.1 The chart included as ANNEX 1 to this Exhibit D is provided for illustration purposes of the LIFT, as a resource to facilitate the understanding of the mechanism of the LIFT. However, such chart is a non-binding illustration, and it does not constitute any kind of contractual commitment.
- 4.2 The Parties acknowledge and agree that the Licensor shall define the Licensable Market Penetration at the end of each reporting period based on the market data received from the Market Data Supplier or other reputable sources in connection with the Sisvel Wi-Fi 6 Patent Pool.
- 4.3 The Parties acknowledge and agree that Licensor, in agreement with Patent Owners, is committed to apply the most reliable Market Data to the LIFT and it will be entitled to update ANNEX 2 from time to time adding new Market Data Supplier(s) or replacing the existing ones, by means of a written notice to Licensee.

WI-FI 6 LICENSING PROGRAM  
 SUBLICENSE AGREEMENT BETWEEN SISVEL AND [LICENSEE SHORT]

ANNEX 1

CHART



**ANNEX 2**

MARKET DATA SUPPLIER

Counterpoint Technology Market Research Limited

**Exhibit E**

**LICENSED PRODUCT TYPES:**

**PRODUCT TYPE 1: FINISHED PRODUCTS**

<b>Product Type: Finished Products</b>	<b>Royalty Rate</b>
<p>Any finished end-user product, including products sold as multiple pieces and including In-dash Products, but excluding Intermediate Products.</p> <p><u>“Intermediate Products”</u> means components and subassemblies of finished products sold as standalone items and not incorporated in such finished products at the time of sale, such as, without limitation, ASICs, chipsets, semiconductor components, embedded modules and firmware and protocol software.</p> <p><u>“ASICs”</u> means application specific integrated circuit chips and integrated circuit chipsets (including the specifications thereof, hardware, firmware and/or associated software that runs within such chips or chipsets, irrespective of it being a download, stream, push-service, hard disk or other form) which are designed to perform a particular function or functions.</p> <p><u>“In-dash Products”</u> means any finished end-user discrete device that is designed for a fixed connection and is readily connectable to the electrical systems of a motor vehicle without any substantial modification to such device; for the purposes of the above, “substantial modification” shall not include the final assembly by a vehicle manufacturer to add a user interface (Human-Machine Interface or HMI) or operation means for hide away installation which are connected to and operated by a separate head unit. For clarity: no Intermediate Product can be an In-dash Product.</p>	<p>The following Royalty Rate(s) shall apply unless the Finished Product is an Enterprise Access Point, in which case the Royalty Rate(s) indicated in <b>Product Type 2</b> below shall apply instead, as indicated therein.</p> <p>Compliant Rate: zero point fifty US Dollars (USD 0.50)</p> <p>Standard Rate: zero point sixty US Dollars (USD 0.60)</p> <p>[different Royalty Rates may be agreed for different products defined in the respective Product Type category]</p>

**PRODUCT TYPE 2: ENTERPRISE ACCESS POINTS**

<b>Product Type: Enterprise Access Point</b>	<b>Royalty Rate(s)</b>
<p>Any Finished Product, as described in <b>Product Type 1</b> above, with enterprise grade performance, which provides wireless connectivity for devices and is intended and marketed for professional, business or commercial use in high density environments, such as:</p> <p>indoor places including buildings, airports, hotels, factories, schools, universities, restaurants, hospitals, meeting places or convention centers;</p> <p>outdoor places including residential areas, parks, commercial streets, scenic spots and any place where long-distance transmission is used.</p> <p>For the avoidance of doubt, Enterprise Access Point shall not include any Finished Product designed for, and whose intended market is, small office/home office and/or residential/personal consumer use, such as residential routers or personal hotspots.</p>	<p>Compliant Rate: three US Dollars (USD 3.00)</p> <p>Standard Rate: three point sixty US Dollars (USD 3.60)</p>

**Exhibit F**

**FORM OF BANK GUARANTEE**

**Sisvel International S.A.**

6, Avenue Marie Thérèse  
2132 Luxembourg  
Grand Duchy of Luxembourg

We hereby open our irrevocable guarantee no. \_\_\_\_\_ in your favor

By order of: [INSERT DETAILS FOR BANK] \_\_\_\_\_  
\_\_\_\_\_

On behalf of: [INSERT DETAILS FOR LICENSEE] \_\_\_\_\_  
\_\_\_\_\_

In favor of: **Sisvel International S.A.**

Valid: From [INSERT ISSUE DATE]  
until [INSERT DATE FIVE YEARS AFTER ISSUE DATE]

We have been informed that [INSERT LICENSEE's NAME], hereinafter called Licensee, and you, as the licensor, have entered into a license agreement and have been asked by Licensee to issue this Letter of Guarantee in your favor to guarantee the fulfillment of its contractual obligations under the terms of such license agreement.

In consideration of the aforesaid, we [INSERT NAME OF BANK], by order of our customer, Licensee, acting on behalf of Licensee, irrespective of the validity and the legal effects of the above-mentioned license agreement, and waiving all rights to objections and defenses arising therefrom, hereby irrevocably undertake to pay to you on receipt of your first written demand any sum or sums claimed by you up to but not exceeding EUR \_\_\_\_\_ (\_\_\_\_\_ Euros) over the life of this Letter of Guarantee, provided always that such written demand is accompanied by your signed statement that Licensee has failed to fulfill its contractual obligations under the terms of the above-mentioned license agreement.

We shall not be obliged to verify any statements contained in any of the notices of other documents which may be served on or presented to us in accordance with the terms of this guarantee and shall accept the statements therein as conclusive evidence of the facts stated.

This guarantee is valid until [INSERT DATE FIVE YEARS AFTER ISSUE DATE], and any claim under it must be received by us in writing on or before one (1) year after that date.

References to 'you' herein shall be construed as references to **Sisvel International S.A.**