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**PATENT LICENSE AGREEMENT**

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**APOGEE 5G GLOBAL LLC,**

**-AND-**

**INSERT LICENSEE FULL LEGAL NAME**

## PATENT LICENSE AGREEMENT

THIS AGREEMENT is entered into as of the date last signed by any Party below (the “**Effective Date**”), by and between **APOGEE 5G GLOBAL LLC**, a limited liability company organized under the laws of the state of Texas, USA, with offices at 5851 Legacy Circle, 6<sup>th</sup> Floor, Plano, TX 75024 (“Licensor”), of the one part; and [**LICENSEE FULL LEGAL NAME**], a [corporation] organized pursuant to the laws of [**LICENSEE INCORPORATING LAW**], with principal offices at [**LICENSEE FULL ADDRESS**] (“Licensee”), of the other part.

### RECITALS

**WHEREAS** Licensor owns or has the right to grant licenses to certain patents;

**WHEREAS** Licensee and its Affiliates (as hereinafter defined) desire to obtain a license to certain of patents of Licensor<sup>1</sup>;

**WHEREAS** the Parties desire to provide releases and licenses on the terms and conditions set forth herein.

**NOW THEREFORE**, for and in consideration of the payments made and to be made by Licensee hereunder and the other rights and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is covenanted and agreed by and between the Parties hereto that:

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<sup>1</sup> Note to prospective licensee: Licensee may be entitled to receive license fee discounts if applicable, including without limitation, early adopter, pre-payment, and/or volume discounts.

## 1. DEFINITIONS

The following terms, whenever used herein shall unless the context otherwise requires, have the following meanings:

- 1.1 **“5G Standard”** means the fifth-generation technology standard for cellular networks and devices as defined by 3GPP in its standard releases Rel-15 and beyond. It includes the fifth generation radio interface (**“New Radio”**, **“NR”**), the fifth-generation core network (**“5G System”**, **“5GS”**), and multiple radio technologies as far as they include aspects of NR and/or 5GS. **“5G Standard”** or **“5G”** does not include the sixth-generation technology standards for cellular networks and devices whose base technology is anticipated to be developed by 3GPP in releases Rel-20 and beyond (**“6G Standards”**).
- 1.2 **“Acquiring Party”** means any third party that merges with Licensee (either directly or through one of Licensee’s Affiliates), acquires (directly or indirectly) Licensee, or acquires (directly or indirectly) all or substantially all of the assets and business of Licensee.
- 1.3 **“Affiliate”** means with respect to any specified Entity, any other Entity that is now or in the future, directly or indirectly Controlling, Controlled by or under common Control with such specified Entity, but only during the time such Control exists. Notwithstanding the foregoing, for purposes of this Agreement, in the case of the Parties or any of their respective legal successors or assigns, an Affiliate is exclusively limited to Entities Controlled by such Party and shall not include any Entity that directly or indirectly Controls or is under common Control with such Party.
- 1.4 **“Agreement”** means this Patent License Agreement and its appendices.
- 1.5 **“Apogee Licensed Patents”** means all patents and patent applications (including utility models), other than the Apogee Owned Patents, licensable by Licensor and/or its Affiliates now or at any time during the Term anywhere in the world.
- 1.6 **“Apogee Owned Patents”** means all patents and patent applications (including utility models) owned by Licensor and/or its Affiliates now or at any time during the Term anywhere in the world (including patents and patent applications that were acquired from their predecessors), including, without limitation, the patents and patent applications listed at [www.Apogee5g.com](http://www.Apogee5g.com) (**“Listed Owned Patents”**), and all divisionals, continuations, continuations-in-part, reissues, reexaminations, utility models, patents, and extensions of the Listed Owned Patents and any patents and patent applications to which the Listed Owned Patents claim priority.
- 1.7 **“Automobile Products”** means products and services implementing or capable of implementing the 5G Standard that are designed primarily for installation in, integration with, or operation as part of an automobile, including but not limited to telematics control units (TCUs) and modules, in-vehicle routers, smart tires,

integrated domain controllers, infotainment services & devices, real-time safety & navigation devices, vehicle-to-vehicle (V2V) and vehicle-to-everything (V2X) direct communication systems, including any successors, upgrades, or functionally equivalent components of the foregoing.

- 1.8 **“Confidential Information”** means (a) as to both Parties, the terms and conditions, but not the existence, of this Agreement, and (b) all data, trade secrets, business information, proprietary and other information and materials provided under, or made available in connection with this Agreement by the disclosing party (**“Discloser”**) to the receiving party (**“Recipient”**). Confidential Information, however, shall not include information that is or was at the time of the disclosure, as established by documentary evidence: (i) generally known or available to the public other than by breach of this Agreement; (ii) received by Recipient from a third party without an obligation of confidentiality to Discloser; (iii) already in Recipient’s possession prior to the date of receipt from Discloser; or (iv) independently developed by Recipient without access to or use of Discloser’s Confidential Information.
- 1.9 **“Control”** (including “Controlling” and “Controlled by”) means, with respect to an Entity, the possession, directly or indirectly, of the power to vote more than 50% of the voting stock, shares, or interests of such Entity or its Parent Company. Notwithstanding the foregoing, to the extent the laws of any applicable jurisdiction would prohibit an Entity from being Controlled by any specified Entity under any of the circumstances described above based on such specified Entity and any of its Affiliates constituting a foreign person or legal entity in such jurisdiction, then such Entity shall be deemed “Controlled” by such specified Entity to the extent it has direct or indirect beneficial ownership of the maximum percentage interest or assets that such specified Entity (or any of its Affiliates) may own in such Entity under the applicable laws of such jurisdiction.
- 1.10 **“End-User”** means any person or Entity that acquires a Licensed Product and is its ultimate user, or sells to an ultimate user whether for personal or commercial use and not for re-Sale.
- 1.11 **“Entity”** means an individual, trust, corporation, partnership, joint venture, sole proprietorship, limited liability company, or other legal or governmental entity.
- 1.12 **“Excluded Product(s)”** means (i) Automotive Products and (ii) IoT Products.
- 1.13 **“IoT Product(s)”** means any physical object, equipment, machine, appliance, sensor, controller, wearable, or embedded system that is designed primarily for a specific operational or functional purpose and that is capable of connecting (directly or indirectly) to the internet or another network to collect, transmit, receive, process, or exchange data or communications; provided, however, “IoT Products” expressly exclude general-purpose computing devices, including but not limited to desktop and laptop computers, tablets, smartphones, and smart

watches, where such devices are primarily designed for general computing or communication purposes rather than for a dedicated operational function.

- 1.14 **“Initial Fee”** shall mean the one-time, non-refundable, administrative fee referred to in Appendix A. Initial Fees shall not be credited against the License Fees.
- 1.15 **“License Fees”** shall mean the license fees calculated pursuant to Appendix A that are due and payable by Licensee to Licensor, in accordance with the terms and conditions set out in Section 4 hereof.
- 1.16 **“Licensed Patents”** means the Apogee Licensed Patents and the Apogee Owned Patents.
- 1.17 **“Licensed Product(s)”** means a complete or substantially complete ready-to-use hardware product as set forth in Appendix A that (i) complies with the 5G Standard, (ii) is to be acquired or available to be acquired by an End-User, (iii) is designed by or for the benefit of Licensee or its Affiliates, (iv) is branded by Licensee or its Affiliates with a brand, trademark or service mark owned by, and/or exclusively licensed to, Licensee or its Affiliates, or branded by a carrier, and (v) made, manufactured, used, Sold, offered for Sale, leased, purchased, licensed, imported, have imported, exported, have exported, supplied, distributed and/or otherwise disposed of anywhere in the Territory, by or on behalf of/for Licensee and/or its Affiliates; provided, however, Licensed Products do not include Excluded Products. For the avoidance of doubt, Licensed Products do not include individual parts or sub-assemblies that are not functional as standalone units, including but not limited to semiconductors (chips), integrated circuits, printed circuit boards (PCBs), modules, and individual antenna elements. For clarity, Licensed Products shall remain Licensed Products when sold by Licensee or its Affiliates to their customers in the ordinary course of business, and when used by the customers of Licensee’s customers.
- 1.18 **“Parent Company”** means with respect to an Entity, any other Entity that directly or indirectly Controls such Entity.
- 1.19 A **“Party”** to this Agreement means Licensor or Licensee, as the case may be, as well as their respective Affiliates, and **“Parties”** shall be construed accordingly.
- 1.20 **“Release Fee”** means the one-time, non-refundable fee referred to in Appendix A for the release of Licensed Products prior to the Effective Date.
- 1.21 **“Sell” or “Sale” or “Sold”** means sale, rent, lease, license or other form of distribution of a Licensed Product, to an End-User, distributor, or any other person or entity, either directly or through a chain of distribution, for financial consideration or otherwise, or use of a Licensed Product for commercial purposes. A **“Sale”** of a Licensed Product shall include a Sale outside the Territory, where said product is intended to be acquired by an End-User in the Territory, provided such product would constitute a Licensed Product if Sold in the Territory.

- 1.22 “**Term**” means the term of the Agreement described in Section 5 of this Agreement.
- 1.23 “**Territory**” means those countries of the world in which, at a given time, any of the Licensed Patents are in force or will be in force when granted.
- 1.24 “**Transfer Event**” means (a) a merger between Licensee (either directly or through one of its Affiliates) and an Acquiring Party, (b) an acquisition (directly or indirectly) of Licensee by an Acquiring Party, or (c) any sale or transfer (directly or indirectly) of all or substantially all of the assets and business of Licensee to an Acquiring Party.

## 2. GRANT OF LICENSE; MUTUAL RELEASES

- 2.1 Subject to the terms and conditions of this Agreement and in consideration of the Initial Fee, Release Fee and the License Fees being duly reported and paid, Licensor hereby grants to Licensee and its Affiliates (subject to Section 10.1), a royalty-bearing, non-transferable (except as expressly permitted herein), non-sublicensable, and non-exclusive license during the Term, within the Territory to use, make, have made, import, offer for Sale, Sell, or otherwise dispose of Licensed Products, under the Licensed Patents, solely for the purpose of implementing the 5G Standard. For further clarity, the license granted in Section 2.1 specifically excludes any rights under the Licensed Patents (i) to use, make, have made, import, offer for Sale, Sell, or otherwise dispose of Licensed Products for any purpose other than implementing the 5G Standard and specifically excludes any rights under the Apogee Licensed Patents to implement any standard other than the 5G Standard or (ii) to use, make, have made, import, offer for Sale, Sell, or otherwise dispose of Excluded Products.
- 2.2 Except with respect to the obligations created by or arising out of this Agreement, Licensor does hereby for itself and its respective legal successors, heirs and assigns, release and absolutely discharge Licensee and its current Affiliates, and each of its current and former customers, suppliers, manufacturers, employees, representatives, agents, officers, directors, parents, subsidiaries, past and present, (“**Released Licensee Parties**”) of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys’ fees, actions and causes of action of every kind and nature whatsoever under the Licensed Patents, whether any of the same has or could have been asserted by Licensor, but solely to the extent based in whole or in part on acts prior to the Effective Date of this Agreement that would have been licensed under this Agreement if performed after the Effective Date of this Agreement. For the avoidance of doubt, in the event Licensee acquires, is acquired by, or merges with an unrelated third party, this release does not extend to the acts of such unrelated third-party or its Affiliates. The releases granted under this Section 2.2 are limited to the Licensed Patents and do not extend to patents other than the Licensed Patents.

- 2.3 Except with respect to the obligations created by or arising out of this Agreement, Licensee does hereby for itself and its current Affiliates, and their respective legal successors, heirs and assigns, release and absolutely discharge Licensor, and each of its current and former employees, representatives, agents, officers, directors, parents, subsidiaries, past and present (“**Released Licensor Parties**”), of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys’ fees, actions and causes of action of every kind and nature whatever, whether any of the same has or could have been asserted by Licensee or its Affiliates, arising out of or in connection with the Licensed Patents, Licensor’s acquisition of the Licensed Patents, Licensor’s licensing efforts of the Licensed Patents, or Licensor’s enforcement of the Licensed Patents.
- 2.4 The Parties expressly acknowledge and agree that this Agreement fully and finally releases and forever resolves the dispute between them with respect to the Licensed Patents, to the extent released hereunder, in the Territory that are unknown, unanticipated or unsuspected or that may hereafter arise as a result of the discovery of new and/or additional facts. The Parties further acknowledge and understand the significance and potential consequences of its release of unknown claims. The Parties intend that the claims released in the Territory under this Agreement be construed as broadly as possible and agree to waive and relinquish all rights and benefits each may have under Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”
- 2.5 The Parties acknowledge that they are entering into this Agreement to resolve disputed claims, that nothing herein shall be construed to be an admission of any liability, misconduct, infringement, responsibility whatsoever, and that Licensor on the one hand, and Licensee on the other, expressly deny any liability to the other Party. Each Party shall bear its own costs and attorney’s fees in connection with this Agreement.
- 2.6 Notwithstanding any provision to the contrary in this Agreement nothing shall limit Licensee’s ability to challenge the validity of any of the Licensed Patents and/or to challenge that any of the Licensed Patents is infringed by the practice of the 5G Standard.

### **3. LIMITATIONS TO LICENSES**

- 3.1 Except as explicitly provided in Section 10 of this Agreement, Licensee shall not be entitled to assign or otherwise transfer any of its rights under this Agreement. No right to grant sublicenses is granted under this Agreement.

- 3.2 The license and other rights granted herein are subject to all restrictions and limitations set out in this Agreement. All rights not expressly granted are hereby expressly reserved, and nothing contained in this Agreement shall be construed as conferring by implication or otherwise upon either Party hereunder any license, release, immunity or right except the licenses and release expressly granted hereunder. For the avoidance of doubt, no license, release, immunity or right is granted herein with respect to any Excluded Product. Furthermore, nothing in this Agreement shall be construed as a right to use or Sell any Licensed Products in a manner which conveys or purports to convey whether explicitly, by principles of implied license, or otherwise, any rights to any third party or purchaser of the Licensed Products, under any patent claim of the Licensed Patents covering or relating to any combination of the Licensed Products with any other product. For the avoidance of any doubt, the rights of Licensee's direct and indirect customers, distributors, and End-Users shall not extend beyond those rights that are exhausted by the Licensed Product being Sold in a manner consistent with the terms and conditions of this Agreement and any rights expressly granted under this Agreement. The Parties explicitly clarify that any Licensed Products Sold in accordance with this Agreement may be used by End-Users during and after the Term of this Agreement, solely in accordance with the terms and conditions set forth in this Agreement, including without limitation, the license and releases granted above.

#### **4. PAYMENTS AND ACCOUNTING**

- 4.1 Licensee shall pay to Licensor the Initial Fee, Release Fee, and License Fees in accordance with Appendix A and this Section 4.
- 4.2 The Initial Fee is due and payable on the Effective Date. The Release Fee is due and payable within thirty (30) days following the Effective Date of this Agreement and shall be accompanied by a report in accordance with Appendix B but such report shall include, for each year prior to the Effective Date, the number, names, models and versions of products that would constitute Licensed Products hereunder and that were Sold by or for Licensee or its Affiliates. License Fees are due and payable within thirty (30) days after the end of each calendar quarter and shall be made at the same time as submission of the report for that calendar quarter.
- 4.3 Licensee shall on behalf of itself and its licensed Affiliates pay to Licensor on a calendar quarterly basis the applicable License Fees corresponding to each different category of Licensed Products pricing as set forth in Appendix A to this Agreement, and in accordance with the terms and conditions set out below in this Section 4, for all Licensed Products Sold by or on behalf of Licensee or its Affiliates. Licensee shall further provide Licensor on a calendar quarterly basis, a royalty report in the form set forth in Appendix B. Furthermore, Licensee acknowledges and agrees that (i) the License Fees are only applicable to the Licensed Products for implementing the 5G Standard and not for implementing

any other standard and (ii) the License Fees are only applicable to the Licensed Patents with respect to the 5G Standard and that additional fees may be required to be paid to another party to license other patents related or essential to the 5G Standard.

- 4.4 Licensee shall be obligated to pay License Fees as set forth in Appendix A during the period of time that Licensee or its Affiliates exercises the license granted in Section 2.1 in the Territory.
- 4.5 Licensee shall pay any fees, taxes (including value added taxes), levies, imposts, duties or governmental charges, assessments or withholdings of any nature (“**Amounts**”) imposed by any country, government or taxing authority with respect to the payments required hereunder.<sup>2</sup> Licensee shall pay, defend, indemnify, protect, save and keep harmless Licensor from any and all fees (including, without limitation, reasonable attorney’s fees), taxes (including, without limitation, sales taxes), or withholdings of any nature whatsoever, however imposed, withheld, levied or assessed, together with any and all penalties, fines, or additions to tax and interest thereon upon or with respect to the transactions under this Agreement. Licensee shall pay any such Amounts in order to ensure that the net sum received by Licensor, after all such Amounts are paid, is equal to the sum that Licensor would otherwise be entitled to in accordance with the Agreement, as if such Amounts were non-existent. If any foreign taxing authority makes a claim against Licensor for any withholding taxes owed by Licensee, Licensee will as a result be obligated to pay all of Licensor’s expenses and costs, as well as any interest and penalties which result from Licensee’s owing and failure to pay to such taxing authority all amounts related to such withholding taxes.
- 4.6 Licensee shall keep accurate, separate and complete records in sufficient detail to enable and verify the payments due under Appendix A of this Agreement to be determined, including without limiting the generality of the foregoing, invoices, contracts and purchase orders. For each calendar year, Licensee shall preserve such records for three (3) years following the end of such calendar year.
- 4.7 Within thirty (30) days after the end of each calendar quarter during the term of this Agreement, Licensee shall, unless otherwise notified in writing by Licensor, transmit payment of License Fees along with a report of royalties owed to Licensor in electronic form, paper form or as otherwise reasonably requested by Licensor, in the form specified in Appendix B or as otherwise reasonably requested by Licensor, to the address indicated in Section 9.1 with respect to all License Fees due under Appendix A of this Agreement for such calendar quarter, and shall make the respective payment in accordance with Section 4.9. The said royalty report shall indicate for each calendar quarter the number, names, models

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<sup>2</sup> To discuss the Parties’ respective tax obligations based on the circumstances.

and versions of Licensed Products Sold by or for Licensee or its Affiliates under the terms and conditions of this Agreement, in the Territory and the amounts payable under Appendix A of this Agreement. The first royalty report under this Agreement shall be due within thirty (30) days after the first calendar quarter following the Effective Date of this Agreement and shall include all payments due up to the end of such calendar quarter including all royalties accrued between the Effective Date and the end of such first calendar quarter. If no payment is due for any calendar quarter, Licensee shall nevertheless provide a report with the information required herein with an indication that no payment is due.

- 4.8 At the request of the Licensor, Licensee shall permit an independent certified public accountant selected by Licensor to have access, once in each calendar year during regular business hours and upon fourteen (14) days' notice to Licensee, to such records or documents of Licensee and its Affiliates as may be necessary to verify the accuracy of the reports and payments made under this Agreement. If the review by the certified public accountant uncovers an underreporting in the reported License Fees of more than three percent (3%), then the cost of said auditing shall be borne by Licensee, plus the interest for the delayed payments in accordance with Section 4.10 and Licensee shall pay all sums due to the Licensor promptly.
- 4.9 Payments are non-refundable and non-creditable and shall be paid to Licensor in US dollars by a wire transfer to the account(s) described in Appendix A hereof (or to any other bank account designated by Licensor in writing). At the same time as making each payment, Licensee shall notify Licensor of such payment.
- 4.10 In the case of non-payment by Licensee beyond the date on which payment is due or in case Licensee fails to provide its accounting within the time period specified in Section 4.2 or Section 4.7, in addition to any and all rights and remedies available to Licensor under this Agreement and at law, all outstanding amounts of the Initial Fee, Release Fee, and License Fees shall bear interest to be calculated starting on the date when the accounting or payment is due at the U.S. Prime Rate (as stated in the Wall Street Journal) plus five percent (5%) per annum on a compounded basis, and shall be payable on demand.

## 5. TERM

- 5.1 This Agreement shall, subject to earlier termination in accordance with Section 6, remain in force for a period of five (5) years from the Effective Date (the "**Initial Term**"), and shall automatically be extended for a further period of one (1) year ("**The First Additional Term**"), unless either Party gives the other Party a written notice indicating its intention not to renew the Agreement at least six (6) months prior to the expiration of the Initial Term. The Agreement will be extended for further successive one (1) year periods after the First Additional Term (the First Additional Term and each successive one (1) year periods after the First Additional term being hereinafter referred to individually or collectively

as the “**Additional Term(s)**”), unless either Party gives the other Party a written notice indicating its intention not to renew the Agreement at least three (3) months prior to the expiration of the then current term. In addition to the terms and conditions of Section 4.3, certain terms and conditions of the Agreement may be subject to modification upon the Agreement’s renewal.

## 6. TERMINATION

- 6.1 Licensor may, without prejudice to any and all rights and remedies available to Licensor under this Agreement and at law, terminate this Agreement by providing thirty (30) day written notice to the Licensee upon the happening of any one of the following events:
- 6.1.1 any failure by Licensee, or by any of its Affiliates, to perform one or more of its obligations hereunder (including, without limitation, its payment obligations in Section 4) or any other breach hereof which shall not have been cured within sixty (60) days after receipt of written notice specifying the nature of such failure;
  - 6.1.2 Licensee makes a general assignment for the benefit of creditors or becomes insolvent or enters into liquidation other than for the purposes of restructuring, or;
  - 6.1.3 a receiver, trustee in bankruptcy or similar office of all or substantially all of the property Licensee is appointed and not removed within ninety (90) days.
- 6.2 Licensee may, without prejudice to any and all rights and remedies available to Licensee under this Agreement and at law, terminate this Agreement by thirty (30) days written notice to the Licensor upon the happening of any one of the following events:
- 6.2.1 Licensor files a complaint against Licensee, a customer, direct or indirect distributor or reseller of Licensee for Licensee’s Licensed Products under the 5G Standard and fails to remove such Licensed Products from the complaint against Licensee, such customer, distributor or reseller within sixty (60) days after receipt of written notice thereof from Licensee, unless, prior to the expiration of the sixty (60) day notice period, Licensor disputes Licensee’s contention that the products at issue are Licensed Products;
  - 6.2.2 Licensor makes a general assignment for the benefit of creditors or becomes insolvent or enters into liquidation;
  - 6.2.3 a receiver, trustee in bankruptcy or similar office of all or substantially all of the property of Licensor is appointed and not removed within ninety (90) days; or

- 6.2.4 Licensor breaches one or more of its representations in Section 7.2 below provided (i) Licensee has provided written notice to Licensor of such breach and (ii) Licensor fails to cure such breach within sixty (60) days after receipt of written notice thereof from Licensee.
- 6.3 In the event of termination of this Agreement, the licenses and, if the Initial Fee and Release Fee have not been paid in full, the releases under this Agreement shall terminate and be void *ab initio*, Licensee shall have no right to exploit the Licensed Patents, and, for the avoidance of doubt, Licensee shall not receive any refund of any payments previously made to Licensor pursuant to this Agreement.
- 6.4 Termination shall not excuse Licensee from any of Licensee's obligations incurred hereunder prior to the date of termination. In addition, any expiration or termination of the Agreement shall not relieve Licensee of its obligation to account for and make payments pursuant to the terms of the Agreement for all Licensed Products made or Sold before the expiration or termination of this Agreement. In the event of such expiration or termination, the payment date of all amounts due and the reporting date of all quarterly royalty reports shall automatically be accelerated so that they all become due, payable and deliverable no later than thirty (30) days after the effective date of termination or expiration of the Agreement.
- 6.5 Any term which by its nature extends beyond expiration or termination of this Agreement, including without limitation Sections 2.2-2.5 (but only if the Initial Fee and Release Fee have been paid in full), 4.6, 4.10, 6.3, 6.4, 6.5, 7.3-7.10, 8, 9, 11, and 12 shall in all events survive the termination of this Agreement.

## **7. WARRANTIES**

- 7.1 Each Party represents, covenants and warrants that it has the authority and right to convey the rights and accept the obligations created hereunder.
- 7.2 Licensor represents and warrants that Licensor has all rights necessary to grant any and all rights granted to Licensee under this Agreement including without limitation the licenses and releases granted in Section 2. Licensor shall not assign or exclusively license any rights under the Licensed Patents, unless such grants or assignments are made subject to the rights granted in this Agreement.
- 7.3 LICENSOR MAKES NO REPRESENTATION NOR WARRANTY WHATSOEVER THAT THE LICENSED PATENTS LICENSED HEREUNDER INCLUDE ALL INTELLECTUAL PROPERTY RIGHTS THROUGHOUT THE WORLD NECESSARY TO COMPLY WITH THE 5G STANDARD OR THAT THE MAKING, USING OR SELLING OF LICENSED PRODUCTS OR PROVIDING SERVICES COVERED BY THE CLAIMS OF THE LICENSED PATENTS LICENSED HEREUNDER WILL NOT USE OR INFRINGE, DIRECTLY, CONTRIBUTORILY, OR BY INDUCEMENT

UNDER THE LAWS OF ANY COUNTRY, ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT OWNED BY ANY OTHER ENTITY. LICENSOR LIKewise MAKES NO REPRESENTATION OR WARRANTY THAT THE LICENSED PRODUCTS WILL BE FUNCTIONAL, FREE OF DEFECTS, OR SAFE FOR USE BY ANY ENTITY.

- 7.4 Each Party further represents and warrants that in executing this Agreement, it does not rely on any promises, inducements or representations made by any person, whether a Party to this Agreement or otherwise with respect to this Agreement or any other business dealing with any person whether or not a Party to this Agreement, now or in the future.
- 7.5 Nothing contained in this Agreement shall be construed as a warranty or representation by Licensor as to the validity or scope of any Licensed Patents. Furthermore, nothing in this Agreement shall be construed as an obligation by Licensor to maintain any one or more of such Licensed Patents in force.
- 7.6 EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE LICENSED PATENTS ARE LICENSED "AS IS" AND ANY AND ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.
- 7.7 EXCEPT AS SET FORTH IN SECTION 7.8, IN NO EVENT SHALL A PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR BUSINESS INTERRUPTION, FOR FAILURE TO MEET ANY DUTY OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, OR FOR ANY OTHER PECUNIARY LOSS OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE LICENSED PATENTS OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT EVEN IF A REPRESENTATIVE OF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. FOR THE PURPOSE OF CLARITY, NOTHING IN THIS SECTION 7.7 DIMINISHES OR OTHERWISE EXCUSES LICENSEE'S OBLIGATION TO PAY THE RELEASE FEE OR ANY LICENSE FEE.
- 7.8 THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTION 7.7 SHALL NOT LIMIT OR APPLY TO A PARTY'S LIABILITY FOR FRAUD, INTENTIONAL MISCONDUCT, OR A BREACH OF SECTION 8.
- 7.9 THE PARTIES AGREE THAT THIS AGREEMENT HAS BEEN VOLUNTARILY AND MUTUALLY AGREED UPON AFTER INTENSIVE NEGOTIATIONS AND ON THE BASIS OF THE PARTY'S

UNDERSTANDING, THE PARTIES AGREED TO NEGOTIATE AND ENTER INTO THIS AGREEMENT WITHOUT SUBMITTING THE DETERMINATION OF LICENSE TERMS TO A COURT OR OTHER TRIBUNAL.

7.10 THE TERMS OF THIS SECTION 7 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF THIS AGREEMENT OR ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

## **8. CONFIDENTIALITY**

8.1 Except as required by law or as otherwise expressly permitted by this Agreement, each party as a Recipient agrees not to disclose the other's Confidential Information to any other person, firm, or entity except (a) with the prior written consent of the Discloser; (b) as required during the course of litigation, arbitration or any legal proceeding, including for purposes of the enforcement of this Agreement or any rights hereunder, provided that such disclosure is, to the extent available, protected under "RESTRICTED - ATTORNEY'S EYES ONLY" or higher confidentiality designation; or (c) as otherwise may be required by law or legal process, provided that to the extent permitted by law, the Recipient will use all legitimate and legal means available to minimize the disclosure to third parties, including, without limitation, seeking a confidential treatment request or protective order whenever appropriate or available. Notwithstanding the foregoing, (a) either Party may disclose the terms of this Agreement on a "need to know" basis to (i) its employees or officers, (ii) to Affiliates of Recipient (provided Recipient ensures that such Affiliate maintains the confidentiality of such disclosed Confidential Information), and (iii) to Recipient's respective attorneys, accountants, auditors, tax preparers, financial advisors and other agents solely in connection with complying with or exercising its obligations or rights with respect to this Agreement (provided Recipient ensures that such persons maintain the confidentiality of such disclosed Confidential Information); (b) Licensee may disclose the scope of the licenses and releases granted in Section 2 in confidence to a third party to the extent that Licensee reasonably believes necessary to respond to an inquiry from such third party as to whether Licensee's products are licensed and/or released and therefore not subject to a claim of infringement; (c) Licensor may disclose the terms of this Agreement in confidence to its advisors, current or prospective investors, partners, actual or prospective acquirers or licensees of the Licensed Patents, banks, and financing sources and their respective advisors; and (d) either Party may disclose the terms of this Agreement in confidence to an actual or prospective acquirer of such Party or its Affiliates, or to its advisors. At all times the Recipient shall use the same standard of care to protect the Confidential Information of the Discloser as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care.

- 8.2 Upon expiration or termination of this Agreement, Recipient shall return all of Discloser's Confidential Information or, upon Discloser's instruction, destroy such Confidential Information in accordance with Discloser's reasonable record retention and destruction policies. Within thirty (30) days following Discloser's request, Recipient shall provide Discloser with a letter of attestation from an officer of Recipient indicating that the above destruction has been performed in accordance with the provisions of this Section. Notwithstanding the foregoing, each Party shall be permitted to retain a copy of the other Party's Confidential Information for archival purposes. Any Confidential Information that is not returned or destroyed shall be treated in accordance with the terms of this Agreement.
- 8.3 Licensor and Licensee agree that the unauthorized disclosure of Confidential Information is a material breach of this Agreement that may result in irreparable harm to the Party whose Confidential Information has been improperly disclosed. In those cases, payment of money damages is inadequate and difficult to ascertain. The Parties agree, therefore, that the injured Party may, at its sole option, seek immediate injunctive relief in any court of competent jurisdiction enjoining any further such breach, and the Parties consent to the entry of judgment for injunctive relief.

## 9. NOTICES

- 9.1 Any notice or other communication to be given hereunder by any Party to the other Party shall be in writing and delivered by personal delivery, or by certified or registered mail, postage prepaid, return requested. Notice shall be deemed communicated on receipt in case of personal delivery and five (5) days after mailing in the case of mailed notice. All such notices or other communications shall be addressed as set forth below, but either Party may change its address by notice or other communication given in accordance with the provisions of this paragraph.

**Licensor:**                    **APOGEE 5G GLOBAL LLC**  
5851 Legacy Circle  
6<sup>th</sup> Floor  
Plano, TX 75024  
Attention: David Rosmann, CEO  
Email: david@apogee5g.com

**Licensee:**                    **LICENSEE NAME AND ADDRESS**  
Address  
Address  
Address  
Attention:  
Email:

## **10. ASSIGNABILITY**

- 10.1 Other than to an Affiliate in connection with an internal reorganization, neither Licensee nor any of its Affiliates shall assign this Agreement or any right hereunder, either in whole or in part, by operation of law or otherwise, without the prior written consent of Licensor, which may be granted or withheld in Licensor's sole discretion. Notwithstanding the foregoing, if the License Fee has been paid, Licensee may assign this entire Agreement to an Acquiring Party in connection with a Transfer Event; provided that Licensee provides Licensor with prior written notice of such Transfer Event and the Acquiring Party agrees in writing to be bound by the terms and conditions of this Agreement. In the event of a Transfer Event, the licenses, releases and any other rights or immunities granted herein do not extend (i) beyond the business scope of Licensee and its Affiliates in the form such business scope exists immediately prior to the Transfer Event, or (ii), except as provided in clause (i), to any products or services, then existing or subsequently developed, of the Acquiring Party or its Affiliates or, if by merger, any newly formed company that includes the assets of Licensee. Licensee agrees and acknowledges that any assignment in violation of this Section 10.1 shall be void *ab initio*.
- 10.2 In the event Licensor assigns, exclusively licenses, or transfers any Licensed Patents owned or controlled by Licensor as of the Effective Date to a third party, Licensor shall require such third party to agree in writing that any encumbrances upon such Licensed Patents created by this Agreement shall be binding upon such third party. For clarity, the provisions of this Section 10.2 shall not apply to any non-exclusive license (or non-exclusive grant of other rights) for the Licensed Patents granted to a third party.

## **11. CHOICE OF LAW AND DISPUTE RESOLUTION**

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law provisions.
- 11.2 Any legal action or other legal proceeding by a Party to this Agreement to enforce the terms of this Agreement against another Party to this Agreement must be brought or otherwise commenced in a federal or state court located in Dallas, Texas, USA. Each Party expressly and irrevocably consents and submits to the jurisdiction of such state and federal courts in connection with any such legal proceeding. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

## 12. MISCELLANEOUS

- 12.1 In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and the unenforceable or invalid provision shall be amended to achieve as closely as possible the spirit of the original provision.
- 12.2 Nothing in this Agreement shall be construed as obligating Licensee or its Affiliates to manufacture or sell any particular Licensed Product hereunder.
- 12.3 Subject to Section 10, this Agreement shall inure to the benefit of and bind the successors and assigns of the Parties hereto. Except as expressly set forth herein, nothing in this Agreement shall be construed to give rise to any obligation on either Party hereto for the benefit of a third party, or to confer any rights on any third party.
- 12.4 Words importing the singular shall include the plural and *vice versa*.
- 12.5 The Parties hereto are independent contractors, and nothing herein shall be construed as creating a joint venture, partnership, franchise or other agency between the Parties.
- 12.6 The Appendices form part of this Agreement and will have full force and effect as if expressly set out in the body of the Agreement.
- 12.7 This Agreement and its Appendices constitute the entire agreement between the Parties and supersede all prior written and oral agreements with respect to the subject matter hereof.
- 12.8 This Agreement may not be amended except by a written agreement of the Parties. Notwithstanding the foregoing, the Licensor is also authorized to update Appendix B by written notice of such update to Licensee.
- 12.9 Licensee acknowledges having carefully read this Agreement, having obtained adequate explanations on the nature of its provisions, and understanding the latter. Each Party agrees that it has been represented by counsel in connection with the negotiation, review, and execution of this Agreement. Notwithstanding the general rules of construction, both Parties acknowledge that they were each given an equal opportunity to negotiate the terms and conditions contained in this Agreement and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.
- 12.10 If any Party is prevented from performing any portion of the Agreement (except Licensee's obligations to pay the License Fees, and if applicable, the Release Fee) by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or

services or acts of God, such defaulting Party will be excused from performance for the period of the delay and for a reasonable time thereafter.

- 12.11 This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed facsimile or scanned copy shall have the same force and effect as an executed original.
- 12.12 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is given in writing and signed by the Party claimed to have waived or consented. Any consent by either Party to, or waiver of, a breach by the other Party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- 12.13 No delay on the part of the Licensor or Licensee in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the Licensor or Licensee of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other exercise thereof hereunder.

**EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**APOGEE 5G GLOBAL LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**Licensee.: INSERT LICENSEE FULL LEGAL NAME**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

*Signature Page to Patent License Agreement*

## APPENDIX A

### FEES AND WIRE TRANSFER ACCOUNT INFORMATION

#### 1- FEES

A product must fall within a pricing category to constitute a Licensed Product. The fees owed by Licensee shall include the following:

**(A) Initial Fee:** \$6,500 payable on the date of the execution of this Agreement.

**(B) Release Fee:** The Release Fee is calculated by applying the applicable royalty rate as set forth in the below categories to the number of products Sold prior to the Effective Date, that would under this Agreement constitute Licensed Products, taking into account the calculation parameters as stated for the respective category.

**(C) License Fee:** The License Fee is calculated by applying the applicable royalty rate as set forth in the applicable category of Licensed Products below to the number of Licensed Products Sold in the applicable calendar quarter, provided that the License Fee in any calendar year during the Term (i) shall not be less than a minimum of \$5,000 and (ii) shall not exceed a maximum of \$15,000,000 for such calendar year (“Maximum Annual License Fee”).

#### **(1) Licensed Product Category 1: Consumer Devices:**

“Consumer Devices” shall mean any Licensed Products that are individual consumer hardware products (e.g., smartphones, tablets, and smartwatches) and home-based telecommunication products (e.g. home gateways and routers); provided that Consumer Devices do not include (i) Automobile Products, (ii) IoT Products, or (iii) Infrastructure Equipment (as defined below).

For Consumer Devices, choose one of the following two (2) fee options:

#### **RUNNING ROYALTY OPTION**

<b>Cumulative Volume</b>	<b>Rate per Consumer Device</b>
1 to 10,000,000	\$0.25
10,000,001 to 30,000,000	\$0.22
30,000,001 to 60,000,000	\$0.20
60,000,001 +	\$0.18

## **PREPAID OPTION**

<b>Category 1 - Pricing per Consumer Device <sup>(1)(2)(3)(4)</sup></b>	
<b>Prepaid Volume</b>	<b>Rate per Consumer Device</b>
10,000,000	\$0.22
60,000,000	\$0.20
100,000,000	\$0.18

(1) The royalty rates set forth for Consumer Devices in this Agreement represent a discount from the reasonable royalty for such products which Licensor believes to be at least \$0.25 per device. Licensees may choose either the running royalty option or the prepaid option at the corresponding discounted rates as set forth in the schedules above.

(2) Counting of cumulative Consumer Device volume will be reset annually.

(4) Prepaid volume fee is payable in advance for the following year, on the Effective Date and on each anniversary of the Effective Date of the Agreement.

## **(2) Licensed Product Category 2 – Network Infrastructure Device**

“**Network Infrastructure Device**” means any complete, standalone physical device that is designed, manufactured, and ready-to-use for the purpose of transmitting, receiving, routing, or managing data and signals within a network implementing the 5G Standard, including includes fully assembled units such as base stations, macro cells, small cells, core network servers, gateways, and backhaul transmission equipment (e.g., microwave antennas); provided, that, Network Infrastructure Devices do not include (i) Automobile Products, (ii) IoT Products, or (iii) Consumer Devices.

“**Realtime Channel**” means a distinct, logical or physical communication path established within a Network Infrastructure Device that is actively processing 5G New Radio (NR) signals according to the 5G Standard in real-time or near real-time.

<b>Category 2 - Pricing per Realtime Channel of each Network Infrastructure Device <sup>(1)</sup></b>	
<b>Per of Realtime Channel <sup>(2)(3)</sup></b>	<b>Rate per Realtime Channel</b>
	\$0.25

(1) Category applies to Network Infrastructure Devices where Realtime Channels can be counted.

(2) If the exact number of Realtime Channels in a Network Infrastructure Device can vary, then the maximum number of Realtime Channels that can be handled by the Network Infrastructure Device will be used for calculation of the License Fees.

(3) All upgrades to Network Infrastructure Devices that add Realtime Channels to a Network Infrastructure Device shall be subject to reporting and License Fees.

**2- WIRE TRANSFER ACCOUNT INFORMATION**

[TO PROVIDE]

**APPENDIX B**

**FORM OF ROYALTY REPORT**

**LICENSEE QUARTERLY REPORT FORM**

**NAME OF THE LICENSEE:**

\_\_\_\_\_

**NAMES OF THE AFFILIATES OF THE LICENSEE WITH LICENSED PRODUCTS:**

\_\_\_\_\_

\_\_\_\_\_

**EFFECTIVE DATE OF THE LICENSE:** \_\_\_\_\_

**PERIOD OF THE CALENDAR QUARTERLY REPORT:** \_\_\_\_\_

**CONSUMER DEVICES**

***RUNNING ROYALTY OPTION***

<b>Category 1- Consumer Devices</b>	
<b>Consumer Device Name/Model/Version</b>	<b>Device Quantity</b>
<b>TOTAL</b>	

<b>Category 1- License Fee Calculation for Consumer Devices</b>	
<b>Cumulative Number of Consumer Devices</b>	<b>License Fee for Consumer Devices (Quantity X Rate) (\$US)</b>
1 to 10,000,000	
10,000,001 to 30,000,000	
30,000,001 to 60,000,000	
60,000,001 +	
<b>TOTAL</b>	

**PREPAID OPTION**

<b>Category 1- Consumer Devices</b>	
<b>Consumer Device Name/Model/Version</b>	<b>Device Quantity</b>
<b>TOTAL</b>	

<b>Category 1 - License Fee Calculation for Consumer Devices</b>	
<b>Cumulative Number of Consumer Devices</b>	<b>License Fees for Consumer Devices (Quantity X Rate) (\$US)</b>
10,000,000	
60,000,000	
100,000,000	
<b>TOTAL</b>	

**NETWORK INFRASTRUCTURE DEVICES**

<b>Category 2 – Network Infrastructure Devices</b>			
<b>Network Infrastructure Device Name/Model/Version</b>	<b>Quantity of Devices</b>	<b>Quantity of Realtime Channels per Devices</b>	<b>Cumulative Number of Realtime Channels</b>
<b>TOTAL</b>			

<b>Category 2- License Fee Calculation for Network Infrastructure Devices</b>	
<b>Cumulative Number of Realtime Channels</b>	<b>License Fees for Network Infrastructure Devices (Quantity of Realtime Channels X Rate) (\$US)</b>
<b>TOTAL</b>	

<b>Quarterly Report – License Fees</b>	
<b>Category</b>	<b>License Fees to be paid (\$US)</b>
<b>Category 1 - Consumer Devices</b>	
<b>Category 2 - Network Infrastructure Devices</b>	
<b>TOTAL</b>	

**Per:** \_\_\_\_\_  
**Authorized representative of the Licensee**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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

**Please send the Quarterly Report:**

**By Email:** [accounting@apogee5G.com](mailto:accounting@apogee5G.com)

**By Mail:**     **Accounting Department**  
Apogee 5G Global LLC  
5851 Legacy Circle  
6<sup>th</sup> Floor  
Plano, TX 75024

Note: License Fees will be due as set forth in the Patent License Agreement.

Note: See Pricing Schedule in Appendix A of the Patent License Agreement.