

**LICENSING ADMINISTRATOR AGREEMENT REGARDING
THE OPEN RAN STANDARD**

This Agreement is made this ___ day of ___, 2021, by and among ALIUM, L.L.C., a limited liability company, having a principal place of business in Denver, Colorado, U.S.A. (the "Licensing Administrator"), on the one hand,

AND EACH OF

[Licensors]

NOW, THEREFORE, in reliance upon the representations, warranties and agreements made herein and in consideration of the premises and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

- 1.1 Administrative Committee** – shall mean the Administrative Committee of the Licensors constituted as set forth in, and acting in accordance with, the Agreement Among Licensors.
- 1.2 Affiliate** – shall mean a Legal Entity which now or hereinafter directly or indirectly controls, is controlled by, or is under common control with a party. For purposes of this Section 1.2, control shall mean direct or beneficial ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for directors or other managing officers of such Legal Entity, or the power to directly or indirectly instruct, appoint, or remove the party or parties who have the right to make decisions for such entity. An entity shall be deemed an Affiliate only so long as such "control" exists.
- 1.3 Agreement Among Licensors** – shall mean the Agreement Among Licensors Regarding the Open RAN Standard, dated as of _____ and entered into by and between each of the Licensors.
- 1.4 End User** – shall mean any Legal Entity which orders, purchases, retrieves, receives, or is specifically sent an Open RAN Product for their or its use, whether alone or in combination with any other product, and not for re-Sale.
- 1.5 Gross Collections** – shall mean the total amount received by the Licensing Administrator as royalty payments pursuant to all Open RAN Patent Portfolio Licenses. Gross Collections shall not be considered as reduced for any sums paid out to the Licensing Administrator under this Agreement or for any withholding

taxes, sales or excise taxes imposed by any duly constituted governmental authority. Gross Collections, however, shall be reduced by the applicable amount of any refund to Licensees, if any, made under any Open RAN Patent Portfolio Licenses but in no case on account of any bilateral, direct or other pool licenses under which a Licensee may otherwise be covered.

- 1.6 Legal Entity** – shall mean a corporation, limited liability company, limited or general partnership, Person, company, joint venture, association, trust, estate, unincorporated organization, governmental body or any other entity having the power to sue or be sued under any state, provincial or national law.
- 1.7 License** – shall mean the license granted by each Licensor to the Licensing Administrator pursuant to the Agreement Among Licensors and which is set forth in the model agreement attached hereto as Attachment 1.
- 1.8 Licensee** – shall mean any Legal Entity that has entered into an Open RAN Patent Portfolio License with the Licensing Administrator.
- 1.9 Licensing Administrator** – shall mean ALIUM, L.L.C. (“ALIUM”), or any successor thereof appointed pursuant to Section 3.4 of the Agreement Among Licensors.
- 1.10 Licensors (individually Licensor)** – shall mean those Parties which have executed the Agreement Among Licensors. A list of such Parties shall be made available and kept current by the Licensing Administrator.
- 1.11 Managers** – shall mean Lawrence A. Horn and Kevin Jakel or any successor chief executive officers of ALIUM or any successor managers of the Licensing Administrator.
- 1.12 Manufacture (Manufactured) (Manufacturer) (Make) (Have Made)** – shall mean,
- (i) For an Open RAN Product of Section 1.21(i):** fabrication, building, constructing, producing, creating, replication, reproduction, copying, assembly, compiling, or otherwise making of an Open RAN Product. In the discretion of the Licensing Administrator, the country of Manufacture shall mean the country in which an Open RAN Product first exists; and
 - (ii) For an Open RAN Product of Section 1.21(ii):** replication, reproduction, copying, linking or otherwise making of an Open RAN Product. In the discretion of the Licensing Administrator, the country of Manufacture shall mean the country from which the software is initially transmitted to the End User or the country in which software is placed or otherwise used on a physical medium which is Sold or offered for Sale to an End User.

- 1.13 Other Wireless Communication Standard** – shall mean any wireless communication standard other than the Open RAN Standard.
- 1.14 Open RAN Essential Patent** – shall mean any and all claims, but only such claims in a Patent which are necessarily infringed in connection with the use or implementation of the Open RAN Standard under the laws of the country which issued or published the Patent.
- 1.15 Open RAN Implementation Specific Related Patent** – shall mean any and all claims, but only such claims, in a Patent in the field of wireless communication, which is not an Open RAN Essential Patent, but which is infringed by practicing a particular part of the Open RAN Standard, wherein there is an alternate way to practice the same particular part of the OPEN RAN Standard without infringing such claims.
- 1.16 Open RAN IP Analytics** – shall mean Licensing Administrator’s machine learning based data analytics used to determine for the purposes of this Agreement the Open RAN Patent Portfolio and each Licensor’s share thereof.
- 1.17 Open RAN Licensed Field of Use** – shall mean the field of use of Open RAN Royalty Products Sold to an End User or offered for Sale by Licensee to an End User for their or its use and not for re-Sale. For the avoidance of doubt, the Open RAN Licensed Field of Use excludes any Manufacture, Sale, transfer or use other than in substantial accordance with the Open RAN Standard, such exclusion extending to, but not excluding the Manufacture, Sale, transfer or use of an Open RAN Product in a system with but not limited to any Other Wireless Communication Standard.
- 1.18 Open RAN Patent Portfolio** – shall mean the portfolio of Open RAN Patent Portfolio Patents.
- 1.19 Open RAN Patent Portfolio License** – shall mean a license granted by the Licensing Administrator under Open RAN Patent Portfolio Patents that covers Open RAN Products for the Open RAN Licensed Field of Use and which materially conforms to the agreement form attached hereto as Attachment 2.
- 1.20 Open RAN Patent Portfolio Patent** – shall mean an Open RAN Essential Patent under which a Licensor has the right to grant a license or sublicense to a third party (without payment to any other entity which is not an Affiliate) with the right of such third party to grant sublicenses.
- 1.21 Open RAN Product** – shall mean an Open RAN Radio Unit in whatever form or implementation, including software and/or hardware, that is:

- (i) contained in a product Sold to an End User or offered for Sale to an End User, or
- (ii) software Sold (for compensation or other consideration) to an End User or offered for Sale to an End User that is capable of being installed in a product,

which product, or software capable of being installed in a product, bears the brand name that Licensee owns or otherwise has the right (or apparent right) to use at Licensee's discretion or bearing no brand name if the decision to do so is at the discretion of Licensee. An Open RAN Product includes only the software and/or hardware that is substantially in accordance with the Open RAN Standard and excludes any other portion or segment of a product that is not substantially in accordance with the Open RAN Standard.

1.22 Open RAN Radio Unit – shall mean radio access network (RAN) infrastructure hardware and/or software that is capable of performing any of the functionalities or operations covered by the Open RAN Standard.

1.23 Open RAN Royalty Product – shall mean an Open RAN Product for which a royalty is payable to the Licensing Administrator hereunder. An Open RAN Royalty Product is not a licensed under this Agreement unless and until royalties applicable under Article 3 are received and accepted for that particular Open RAN Royalty Product by Licensing Administrator.

1.24 Open RAN Standard - shall mean the technical specifications included in any 3GPP release up to and including release 17 for a 4G Long Term Evolution (4G LTE), 5G Standalone (5G SA), or 5G New Radio (5G NR) radio access network (RAN) solely to the extent that such define any of the functionalities and operations identified in either of the two following design specifications or any subsequent versions thereof adopted by the O-RAN Alliance:

- (i) O-RAN Hardware Reference Design Specification for Outdoor Micro Cell with Split Architecture Option 7-2 1.0 – March 2021 (O-RAN.WG7.OMC-HRD-Opt7-2-v01.00) or
- (ii) O-RAN Hardware Reference Design Specification for Indoor Picocell FR1 with Split Architecture Option 7-2 2.0 – March 2021 (O-RAN.WG7.OMC-HRD-Opt7-2-v02.00).

The definition of Open RAN Standard shall be considered amended for all purposes upon the posting of a new definition to the website of the Licensing Administrator, <http://www.alium.com> (“Amended Definition”); provided, however, that no Amended Definition shall reduce the scope of any definition of

the Open RAN Standard immediately prior to the posting of the Amended Definition.

- 1.25 Parties (individually Party)** – shall mean any other Legal Entity that may be added as a Licensor by amendment pursuant to Article 9 herein, or by an assignment of this Agreement pursuant to Section 12.2 herein or shall mean any Legal Entity which signs this Agreement.
- 1.26 Patent** – shall mean any issued patent (including reexaminations, reissues, continuations, divisionals and continuations-in-part) in any country.
- 1.27 Person** – shall mean a natural person.
- 1.28 Sale (Sell) (Sold)** – shall mean (whether or not for compensation or other consideration) any sale, rental, lease, license, transfer or other form of distribution of an Open RAN Product as defined in Sections 1.21(i) or 1.21(ii), either directly or through a chain of distribution, to an End User. A Sale shall be deemed to take place in the country in which title to the Open RAN Product passes to an End User or, at the election of the Licensing Administrator, in the country in which the Open RAN Product is received by an End User. Notwithstanding anything in this Section 1.28 to the contrary, in the case where some or all of the functionality of the Open RAN Product is software or data transmitted by download, the country of Sale shall be the country in which the End User is located or, at the election of the Licensing Administrator, the country from which such software or data is initially transmitted. For further avoidance of doubt, a Licensee and an End User may be the same Legal Entity.
- 1.29 Services** – shall mean the undertakings, tasks, functions and covenants to be performed by the Licensing Administrator pursuant to Article 3 of this Agreement.

2. APPOINTMENT OF LICENSING ADMINISTRATOR; ACCEPTANCE

- 2.1 Appointment and Selection of the Licensing Administrator.** Each of the Licensors hereby appoints and selects ALIUM to be the Licensing Administrator under this Agreement to, among other things, perform Services during the term of this Agreement and in accordance with the terms and conditions of this Agreement.
- 2.2 Acceptance of the Licensing Administrator.** ALIUM hereby accepts the appointment and selection as Licensing Administrator under this Agreement, to, among other things, perform Services during the term of this Agreement and in accordance with the terms and conditions of this Agreement.

3. DUTIES AND OBLIGATIONS OF THE LICENSING ADMINISTRATOR

3.1 Identification of Potential Licensees. The Licensing Administrator shall use its commercially reasonable efforts to identify Legal Entities that are either implementing the Open RAN Standard or who may potentially implement the Open RAN Standard and any other Persons that may be a potential Licensee of an Open RAN Patent Portfolio License. Such efforts to identify potential Licensees shall include:

- 3.1.1** Continuous monitoring of key segments of the Open RAN Standard and any changes proposed thereto;
- 3.1.2** Presenting at periodic seminars and attending relevant trade shows to publicize, educate and inform potential Licensees about the purposes and scope of an Open RAN Patent Portfolio License and the Licensing Administrator's ability to grant an Open RAN Patent Portfolio License;
- 3.1.3** Such other commercially reasonable efforts as it shall determine to identify potential Licensees; and
- 3.1.4** Informing each potential Licensee that licenses or sublicenses to individual Open RAN Essential Patents are available from respective Patent holders for rights to make, use and sell products under the Open RAN Patent Portfolio Patents.

3.2 Sublicense Grant and Granting of Open RAN Patent Portfolio Licenses.

- 3.2.1** Each Party hereby grants to Licensing Administrator and any successor Licensing Administrator, a worldwide, nonexclusive, non-transferable license or sublicense under all Open RAN Essential Patents, which the Party and its Affiliates presently or in the future has the right to license or sublicense, with a right of the Licensing Administrator to grant sublicenses. The nonexclusive license or sublicense granted by each Party and its Affiliates to the Licensing Administrator under this Section 3.2.1 shall be identical in form to the model sublicense in Attachment 1 hereto.
- 3.2.2** The Licensing Administrator shall have the authority, consistent with its obligation to use commercially reasonable efforts, to encourage potential Licensees to enter into an Open RAN Patent Portfolio License with the Licensing Administrator. The Licensing Administrator acknowledges that in such capacity it is not the beneficial owner of the Open RAN Patent Portfolio Patents. This grant of authority in no way diminishes the right of each Licensor to offer separate licenses or sublicenses under its Open RAN Essential Patents. Each Party hereto represents that the Open RAN

Patent Portfolio shall include all Open RAN Essential Patents licensable or sublicensable by each Party and its Affiliates.

- 3.2.3** Subject to Sections 3.7 and 3.8 herein, the Licensing Administrator shall be required to use commercially reasonable efforts to grant an Open RAN Patent Portfolio License to each and every potential qualified Licensee who requests an Open RAN Patent Portfolio License and shall not discriminate against potential Licensees. The Licensors acknowledge and agree that in granting Open RAN Patent Portfolio Licenses, the Licensing Administrator shall use its judgment with regard to decisions relating to the creditworthiness of a potential Licensee and whether a potential Licensee should be subject to more overall financial requirements than those contained in the Open RAN Patent Portfolio License form (e.g., requiring a letter of credit or other security or conditions relating to payment obligations of a potential Licensee).
- 3.2.4** Without the written consent of the Administrative Committee pursuant to the Agreement Among Licensors, the Licensing Administrator shall not grant or enter into a specific Open RAN Patent Portfolio License in a form that is materially different from the form of the Open RAN Patent Portfolio License in Attachment 2 hereto.
- 3.2.5** The ability of the Licensing Administrator to grant further sublicenses shall automatically terminate and expire upon the expiration or termination of this Agreement.

3.3 Compliance; Collection of Payments.

- 3.3.1** The Licensing Administrator shall use commercially reasonable efforts to collect all royalty and other payments required to be made by Licensees under the Open RAN Patent Portfolio Licenses (including late payments). Such effort shall, at a minimum, consist of collection of royalties and review of all periodic royalty reports and statements, verification of the calculation of the royalties made in such statements and verification that such statements have been reviewed by proper representatives of each Licensee as required by the terms of the applicable Open RAN Patent Portfolio License. The Licensing Administrator agrees to make copies of these reports available to the auditors conducting an audit as set forth in Section 6.5 of this Agreement.
- 3.3.2** In addition to collection of royalties, the Licensing Administrator shall have sole authority, consistent with its obligation to use commercially reasonable efforts, to assure that each Licensee is materially complying with the terms and conditions of the applicable Open RAN Patent Portfolio License. Such efforts may include an accounting of the royalty records of a Licensee and such other contract compliance procedures as

the Licensing Administrator in its discretion reasonably deems necessary or appropriate in the circumstances. The Licensors agree that the Licensing Administrator will be reimbursed for the expenses of enforcing compliance with the Open RAN Patent Portfolio Licenses pursuant to the terms of the Agreement Among Licensors.

3.4 Cooperation with Licensors Relating to Enforcement of Open RAN Essential Patents.

3.4.1 The Licensing Administrator acknowledges and agrees that the License does not provide the Licensing Administrator in such capacity with the right to bring a claim for infringement of any Patent licensed or sublicensed thereunder in a lawsuit or other proceeding against any party in any country.

3.4.2 Notwithstanding Section 3.4.1 above, the Licensing Administrator agrees to fully cooperate with each Licensor bringing a patent infringement action against those parties specified in Sections 2.8, 2.9, 2.10, or 2.11 of the Agreement Among Licensors that such Licensor reasonably believes is infringing at least one of its Patents in the Open RAN Patent Portfolio. The reasonable expenses incurred by the Licensing Administrator in cooperating with such Licensor, at Licensor's request, shall be paid by such Licensor.

3.5 Distribution of Licensing Revenues. Subject to Sections 2.12 and 5.2.1 of the Agreement Among Licensors, the Licensing Administrator agrees to remit to each Licensor the portion of the Open RAN Patent Portfolio License royalties payable to such Licensor as set forth in Article 5 of the Agreement Among Licensors, Licensors being the effective beneficial owners of all royalties collected by the Licensing Administrator. The Licensors acknowledge and agree that the Licensing Administrator is not a guarantor of royalties payable under Open RAN Patent Portfolio Licenses but is responsible to remit royalties duly received (subject to withholding tax as required by applicable law or regulations) pursuant to the Open RAN Patent Portfolio License as set forth in Section 5 of the Agreement Among Licensors.

3.6 Mitigation of Withholding Taxes. The Licensing Administrator agrees to use commercially reasonable efforts to recommend methods to mitigate the applicable withholding taxes on royalties required by applicable law or regulation to be withheld from the royalty payments and paid by the Licensees and to maximize the tax credits available to the Licensors.

3.7 Partial Termination, Exclusion or Revocation Rights. The Licensing Administrator acknowledges its obligation to follow the written instructions of Licensors which may be given pursuant to Sections 2.8, 2.9, 2.10, or 2.11 of the Agreement Among Licensors, provided such instructions are permitted by the

terms of the relevant Open RAN Patent Portfolio License. Licensors acknowledge their obligation to give reasonable notice of such instructions.

- 3.8 Maximization of Royalty Income.** The Licensing Administrator shall use commercially reasonable efforts to maximize the royalties generated from the Open RAN Patent Portfolio Licenses.
- 3.9 Open RAN IP Analytics.**
- 3.9.1** Alium shall develop and retrain the Open RAN IP Analytics once a calendar year and use such developed and retrained Open RAN IP Analytics to determine each Licensor's Open RAN Essential Patents for the immediately following calendar year.
- 3.9.2** Alium shall determine royalty allocation formulas and implement such formulas using the Open RAN IP Analytics for each Licensor to be updated quarterly.
- 3.9.3** Alium shall maintain and update on a quarterly basis the Patents reviewed by the Open RAN IP Analytics for the purpose of determining the Open RAN Patent Portfolio and each Licensor's share thereof.
- 3.10 Open RAN Patent Quality Program.** Alium shall maintain a patent quality program for the purpose of challenging using legal processes anywhere in the world the validity of those Patents asserted or threatened to be asserted against Open RAN Products which are not owned by Licensors. Licensors agree that they shall exercise no control over Alium's discretion in deciding what Patents to challenge as part of this patent quality program nor shall they have any control over Alium's prosecution of such program. The patent quality program shall be funded in accordance with the terms of the Agreement Among Licensors.
- 3.11 Periodic Reports.** The Licensing Administrator shall provide the Licensors with reports at each meeting of the Administrative Committee (as provided in the Agreement Among Licensors) summarizing the Licensing Administrator's actions in complying with this Agreement.
- 3.12 Business Plan.** The Licensing Administrator shall prepare a business plan for each calendar year that starts more than nine (9) months after the Open RAN Patent Portfolio License is first offered to the market and present such plan annually to the Administrative Committee. The business plan shall include business and financial planning information that is normally included in a business plan provided by the Licensing Administrator, and shall further include a list of potential Licensees, a list of Licensees with whom the Licensing Administrator is currently negotiating, and a list of new Licensees added in the preceding year and a target number of new Licensees to be added during the upcoming year. The Licensing Administrator shall use commercially reasonable efforts to achieve any goals specified in the business plan.

- 3.13 Cooperation with Licensors.** The Licensing Administrator agrees to use commercially reasonable efforts to fully and in good faith cooperate with each Licensor in connection with the subject matter of this Agreement and to enable each Licensor to carry out its obligations under this Agreement.
- 3.14 Interest in Licensees.** The Licensing Administrator shall have no substantial interest in, or become an Affiliate of, any potential or existing Licensee.
- 3.15 Enforcement of Open RAN Patent Portfolio Licenses.** Consistent with its obligation under Section 3.3 herein, the Licensing Administrator shall have sole authority to enforce Open RAN Patent Portfolio Licenses and/or terminate any Open RAN Patent Portfolio Licenses as to any breaching Licensee. However, the Licensing Administrator shall notify the Administrative Committee in writing thirty (30) days in advance of terminating any Open RAN Patent Portfolio License or initiating any enforcement action against a Licensee (collectively, "Contract Enforcement Action"). Such Contract Enforcement Action shall be considered by the Administrative Committee and funded in accordance with the terms of the Agreement Among Licensors.
- 3.16 Auditing of Open RAN Patent Portfolio Licenses.** Consistent with its obligation under Section 3.3, the Licensing Administrator shall have sole authority, consistent with its obligation to use commercially reasonable efforts, to conduct audits of Licensees when such audits are reasonably deemed appropriate by the Licensing Administrator.

4. DUTIES AND OBLIGATIONS OF THE LICENSORS

- 4.1 Cooperation with Licensing Administrator.** In addition to its other obligations and covenants set forth herein, each of the Licensors agrees to use commercially reasonable efforts to fully and in good faith cooperate with the Licensing Administrator in connection with the subject matter of this Agreement and to enable the Licensing Administrator to carry out its obligations under this Agreement.
- 4.2 Amendments to Agreement Among Licensors.** The Licensors agree that they will not amend the Agreement Among Licensors in a manner which materially affects the duties, rights or obligations of the Licensing Administrator without the prior written consent of the Licensing Administrator, such consent not to be unreasonably withheld.
- 4.3 Notifications to Licensing Administrator.** Licensors shall notify the Licensing Administrator of any event that affects the enforceability of an Open RAN Essential Patent.

5. CONSULTATION WITH ADMINISTRATIVE COMMITTEE; RELIANCE

5.1 Periodic Meetings. The Licensing Administrator agrees to cause its Managers to meet with the Administrative Committee at mutually agreeable times, but in any event within two weeks of a request of the Administrative Committee for a meeting for purposes of consultations relating to (a) the current and proposed activities of the Licensing Administrator; (b) potential amendments to the form of the Open RAN Patent Portfolio License, this Agreement, the Agreement Among Licensors or the other related agreements and documents; or (c) such other matters as the Parties reasonably deem necessary or desirable. In addition to the foregoing, the Licensing Administrator agrees that upon reasonable advance notice, it shall cause its Managers to confer in person or by telephone with the Administrative Committee or persons appointed by the Administrative Committee when circumstances warrant such conferences.

5.2 Reliance on Administrative Committee and Chairman. The Licensors agree to promptly inform the Licensing Administrator of the composition of the Administrative Committee or any sub-committee and the identity of the Chairman if one is appointed, and of any changes to the membership of the Administrative Committee, any sub-committee or the identity of the Chairman if one is appointed. In performing its obligations hereunder, the Licensing Administrator may act in reasonable reliance upon any instrument or signature reasonably believed by it to be genuine and the Licensing Administrator may assume that any bona fide representative of a Licensor purporting to give a notice, request, consent or instruction or to acknowledge receipt in connection with the provisions hereof has been duly authorized to do so and that the same is properly made or given. In relying upon any notification, consent or approval from the Administrative Committee, it shall not be necessary for the Licensing Administrator independently to verify the existence or non-existence of a quorum or other requirement relating to actions of the Administrative Committee.

6. COMPENSATION FOR LICENSING ADMINISTRATOR; REIMBURSEMENT OF EXPENSES

6.1 Compensation of Licensing Administrator. In consideration of the Services and the other covenants and obligations hereunder, the Licensing Administrator shall be entitled to receive from the Licensors (in addition to any other payments required to be made to the Licensing Administrator hereunder) the following compensation:

6.1.1 The Licensing Administrator shall be paid a flat administrative fee of fifteen percent (15%) of Gross Collections.

6.2 Payment to Licensing Administrator. Payments due to the Licensing Administrator pursuant to Section 6.1.1 shall be payable only out of the cash payments received in respect of Gross Collections and such amounts payable to

the Licensing Administrator may be retained by the Licensing Administrator out of royalties paid.

6.3 Payment to Licensors.

6.3.1 Subject to Section 2.12 of the Agreement Among Licensors, any Gross Collections received by the Licensing Administrator under the Open RAN Patent Portfolio Licenses which are payable to the Licensors shall be apportioned among the Licensors as set forth in Section 5.1 of the Agreement Among Licensors, Licensors being the effective beneficial owners of all royalties collected by the Licensing Administrator.

6.3.2 Unless specifically provided otherwise, the Licensing Administrator shall pay to each Licensor the amounts apportioned to such Licensor pursuant to Section 6.3.1 above, after deducting amounts due to the Licensing Administrator pursuant to Article 6 herein, within sixty (60) days after the end of each calendar quarter.

6.3.3 Payments to each Licensor shall be made by wire transfer to an account designated in writing by a Licensor. Each Licensor further acknowledges and agrees that the Licensing Administrator may withhold payments due to a Licensor as set forth in Section 5.3 of the Agreement Among Licensors.

6.4 Quarterly Settlement Statement. A settlement statement shall be given to each Licensor by the Licensing Administrator with respect to each calendar quarter in which royalties are collected, such statement to be delivered within sixty (60) days of the end of the quarter to which it relates. Such statement may be delivered by e-mail notification that the statement is posted to a secure website to which Licensors may have access, or by other means. Each such statement shall not include any royalty information on a company-by-company or country-by-country basis, but shall include the following:

6.4.1 Gross revenues, including a breakdown of gross revenues by Open RAN Royalty Products as reported by Licensees, on a quarterly, year-to-date and cumulative basis from the date of agreement;

6.4.2 Current payment calculation, including a breakdown of the Licensing Administrator's fees and withholding taxes deducted;

6.4.3 Cumulative payments to Licensors from the date of agreement;

6.4.4 Cumulative fees and expenses paid to the Licensing Administrator from the date of agreement;

6.4.5 Cumulative taxes withheld by the Licensing Administrator from the date of agreement; and

6.4.6 With the first settlement statement the original calculation made by the Licensing Administrator pursuant to Section 5.1.1.3 of the Agreement Among Licensors and an explanation of how it was made and, at the next quarter after which a change in such calculation is made, a detailed statement explaining such revised calculation.

6.5 Audit Rights; Information. For the period extending from the date hereof through three (3) years beyond the Term of the Agreement, Licensing Administrator shall keep and maintain accurate and detailed books and records adequate for the Licensors to ascertain the royalties payable hereunder. The Licensors shall be entitled to conduct an audit of the records of the Licensing Administrator relating to the determination of payments made under this Article and a written certification that such amounts are correct by a mutually acceptable independent certified public accountant. Audits for royalty payments may occur no more than once every twelve (12) months and the requesting Party shall provide thirty (30) days' prior written notice of the request for an audit. The costs of an audit requested after a vote of the Administrative Committee shall be borne by the Licensors and shall be allocated among the Licensors as set forth in Section 5.3.2 of the Agreement Among Licensors; provided, however, if the audit discloses that the amounts payable by the Licensing Administrator for the audited period are more than one hundred and ten percent (110%) of the amounts actually paid for such period, then the Licensing Administrator shall reimburse the Licensors for the reasonable expense of the audit. The results of such audit shall be reported to Licensors in no more detail than information to be provided to Licensors in Quarterly Settlement Statements pursuant to Section 6.4 herein. All such information shall be maintained in accordance with Section 12.10 herein. The Licensing Administrator shall cooperate with such audits performed on behalf of the Licensors.

6.6 Open RAN Patent Portfolio License Contract Enforcement Expenses. The Licensing Administrator shall inform each Licensor of its share of any enforcement expenses in accordance with Sections 3.5, 3.5.2 and Section 5.3 of the Agreement Among Licensors. In the event that a Licensor does not pay its share of fees or expenses as required or provides written notice to withhold royalty distributions, the Licensing Administrator shall withhold royalty distributions under this Agreement to the non-paying Licensor until that Licensor's share of the fees and expenses are fully paid.

6.7 Deposit of Royalty Payments. All payments collected or received by the Licensing Administrator with respect to Gross Collections shall be deposited in a commercial checking or savings account at a United States national bank (an "Account") or invested in United States Treasury Securities or Treasury Funds (a "Fund"). The Account or Fund shall be in the name of the Licensing

Administrator. The Gross Collections shall be retained in the Account or Fund until distributed pursuant to Section 6.3. Any interest on Gross Collections credited to the Account or Fund, from the period commencing on the date the Gross Collections are deposited in the Account or Fund until distribution under Section 6.3, shall be for the benefit of and paid to the Licensors according to their respective royalty distribution interests.

- 6.8 Safeguarding of Royalties.** The Licensing Administrator shall safeguard all royalties collected under Open RAN Patent Portfolio Licenses and shall not utilize any such funds for any purpose other than for distribution to Licensors or payment of the Licensing Administrator's fee pursuant to the terms of this Agreement. The Licensing Administrator shall not transfer, pledge or otherwise assign any right or interest in the funds held on behalf of Licensors. If the Licensing Administrator believes it is commercially feasible to do so, the Licensing Administrator may obtain a surety, indemnity or other bond with respect to royalties collected by the Licensing Administrator, which may provide indemnity to the extent possible for any losses or damages as a result of those acts for which a commercially reasonable bond may be obtained. The Licensors have not relied upon any representation that the bond, if any, will fully cover losses or damages for all Gross Collections collected by the Licensing Administrator under this Agreement.
- 6.9 Currency; Currency Indemnity.** All payments under this Agreement shall be made in United States Dollars. Any payment made by a Party in any other currency whether pursuant to any judgment or order of a court or otherwise, shall constitute a discharge of the obligations hereunder only to the extent of the amount of United States Dollars which may be purchased with such currency on the day of payment. Each Party covenants and agrees that it shall, as a separate and independent obligation which shall not be merged in any such judgment or order, pay or cause to be paid to the Person entitled thereto the amount payable in United States Dollars and not so discharged in accordance with the foregoing.
- 6.10 Expenses.** Unless otherwise provided herein, each Party shall bear its own expenses incurred in performance of the terms of this Agreement.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 Representations and Warranties by Parties to This Agreement.** Each Party to this Agreement represents and warrants to the other Parties as follows:
- 7.1.1** That it has the requisite power, authority, and right to enter into this Agreement and to consummate the transactions contemplated herein. Each Party further represents and warrants that it has not made and shall not make any outstanding agreements, assignments or encumbrances inconsistent with the provisions of this Agreement;

- 7.1.2 That it will comply with all applicable laws, regulations or ordinances pertaining to its performance hereunder;
 - 7.1.3 That this Agreement and the transactions contemplated thereby do not violate any agreements such Party previously has made; and
 - 7.1.4 That in executing this Agreement, it does not rely on any promises, inducements, or representations made by any other Party to this Agreement or third party with respect to this Agreement or any other business dealings with any Party to this Agreement or third party, now or in the future, with the exception of the terms of this Agreement and other agreements referenced herein or their attachments.
- 7.2 No Other Warranties. Other than the express warranties of Article 7 herein, there are **NO OTHER WARRANTIES, EXPRESS OR IMPLIED**.

8. INDEMNIFICATION

8.1 Indemnification by Licensors and Licensing Administrator.

8.1.1 Indemnification by Licensors. Each Licensor shall indemnify the Licensing Administrator (which for the purposes of this entire Section 8.1.1 shall include its Managers, employees, subcontractors, and Affiliates) in accordance with the terms of Section 5.2 of the Agreement Among Licensors and shall hold harmless, protect and defend the Licensing Administrator from and against, and shall reimburse the Licensing Administrator from and against all Damages (as defined below) sustained, incurred or suffered by the Licensing Administrator resulting from, or arising directly or indirectly in connection with a determination by a court of last instance that (i) a claim that a Patent of such Licensor is invalid or misused or is not an Open RAN Essential Patent, or (ii) any unauthorized act or violations of law by such Licensor or claimed violation relating to the Patent and use thereof by such Licensor. No Licensor will be required to indemnify the Licensing Administrator for Damages resulting from or arising in connection with an unauthorized act or violation of law by the Licensing Administrator. No Licensor shall be obligated hereunder to indemnify the Licensing Administrator for an act of another Licensor. In the event that a Licensor does not pay its share of the indemnification payments, the Licensing Administrator shall withhold royalty distributions to the non-paying Licensor until that Licensor's share of the indemnification payments are fully paid.

8.1.2 Indemnification by Licensing Administrator. The Licensing Administrator shall indemnify the Licensors (which for purposes of this entire Section 8.1.2 shall include each Licensor's officers, directors, and Affiliates), shall hold harmless, protect and defend the Licensors from and

against, and shall reimburse the Licensors against Damages incurred or suffered by the Licensors resulting from or arising in connection with any unauthorized acts, fraud, willful misconduct or violation of law by the Licensing Administrator, its Managers, employees, consultants, advisors, or Affiliates while the Licensing Administrator is the appointed Licensing Administrator. The Licensing Administrator shall use commercially reasonable efforts to purchase insurance sufficient to cover its indemnity under this Section 8.1.2.

8.1.3 Damages. For purposes of this Agreement, “Damages” means any and all damages, losses, liabilities, penalties, fines, costs of litigation, demands, judgments, suits, costs, disbursements or expenses (including without limitation, reasonable attorneys’ and reasonable experts’ fees and disbursements incurred in defending suits or claims) suffered or incurred by a Party hereto and its officers, directors and Affiliates. For purposes of this Agreement, Damages do not include consequential damages or lost profits to or of the Parties.

8.2 Matters Involving Third Parties.

8.2.1 Legal Proceedings. If any legal proceeding shall be instituted, or any claim or demand made against an indemnified party or a party which proposes to assert a claim for indemnification under this Agreement, such indemnified party (the “Indemnified Party”) shall give prompt notice of the claim to the party against which the claim of indemnification is made (the “Indemnitor”). The omission to so notify such Indemnitor, however, shall not relieve such Indemnitor from any duty to indemnify which otherwise might exist with regard to such claim unless (and only to the extent that) the omission to notify materially prejudices the Indemnitor. After any Indemnitor has received notice from an Indemnified Party that a claim has been asserted against such Indemnified Party, the Indemnitor shall promptly pay to the Indemnified Party the amount of such Damages in accordance with and subject to the provisions of this Section 8.2.1; provided, however, that no such payment shall be due during any period in which the Indemnitor is contesting in good faith either its obligation to make such indemnification or the amount of Damages payable, or both. After any Indemnitor has received notice from an Indemnified Party that a claim has been asserted against the Indemnified Party by a third party, the Indemnitor shall have the right, upon giving written notice to the Indemnified Party, to assume the defense against the claim, at its own expense, through an attorney selected by the Indemnitor and approved by the Indemnified Party, which approval shall not be unreasonably withheld. If the Indemnitor fails to give prompt notice of such election or is otherwise unable to satisfy the conditions set forth above, the Indemnified Party may defend against the claim with its own attorney. The omission to

so notify shall not divest the Indemnitor of its right to assume the defense against such claim. Any settlement of a claim subject to indemnification must be approved by the Indemnitor, which approval shall not be unreasonably withheld.

8.2.2 Assumption of Defense. If the Indemnitor assumes the defense against a claim, then the Indemnified Party will cooperate and make available to the Indemnitor (and its representatives) all employees, information, books and records in its possession or under its control which are reasonably necessary or useful in connection with such defense; and if the Indemnitor shall have elected to assume the defense of a claim, then the Indemnitor shall have the right to compromise and settle in good faith any such claim at the expense of the Indemnitor. If the Indemnitor is conducting the defense of a claim, the Indemnified Party may retain separate co-counsel at its cost and expense, may participate in such defense, and shall be entitled to cooperation from the Indemnitor, although control of the defense shall remain with the Indemnitor. Any dispute between the Indemnitor and the Indemnified Party as to whether an asserted claim is within the scope or subject to indemnification under this Agreement shall be resolved exclusively by binding arbitration in accordance with the rules of the American Arbitration Association. Such Arbitration shall take place in the English language, governed by the substantive law of the State of New York, United States of America, in New York City or at another location mutually agreed upon by the Parties.

9. AMENDMENTS TO ADD LICENSORS

9.1 Amendments to Add Licensors. This Agreement may be amended to add a new Party pursuant to Section 6.1.1 of the Agreement Among Licensors.

10. RESIGNATION OF LICENSING ADMINISTRATOR; REMOVAL

10.1 Resignation. The Licensing Administrator or any successor Licensing Administrator may resign at any time without cause by giving at least sixty (60) days' prior written notice to each Licensor. Such resignation shall be effective only upon the acceptance of appointment by a successor Licensing Administrator; provided that Licensors have acted reasonably promptly to appoint a successor Licensing Administrator.

10.2 Removal. The Administrative Committee, on behalf of the respective Licensors, may, remove the Licensing Administrator (a) without cause upon a four-fifths (4/5) vote of Parties represented on the Administrative Committee, by giving at least one hundred and fifty (150) days' prior written notice or (b) if (i) the Licensing Administrator is given written notice that it is in breach of a material provision of this Agreement and fails to cure the material breach within forty-five (45) days from the date of receipt of the notice from the Administrative

Committee identifying such breach in reasonable detail or (ii) any of the Termination Events set forth in Section 11.3 of this Agreement have occurred and the Licensing Administrator fails to cure such Termination Events within forty-five (45) days from the date of receipt of the notice from the Administrative Committee identifying such cause for termination in reasonable detail. Removal pursuant to this Section shall be effective only upon the acceptance of appointment by a successor Licensing Administrator, provided that Licensors have acted reasonably promptly to appoint a successor Licensing Administrator. The ability to remove the Licensing Administrator pursuant to this Section is in addition to the Licensors' ability to terminate this Agreement pursuant to Section 11.3.

- 10.3 Successor Licensing Administrator.** Any successor Licensing Administrator shall execute and deliver to the predecessor Licensing Administrator and the Licensors an instrument accepting such appointment. Upon the appointment of any successor Licensing Administrator, the predecessor Licensing Administrator will, at the request and expense of the Licensors, cooperate in the transition to the new Licensing Administrator. The predecessor Licensing Administrator shall be entitled to receive all amounts payable to it hereunder to the date of completion of transfer to the successor Licensing Administrator.

11. TERM AND TERMINATION

- 11.1 Expiration.** For each Licensor, this Agreement expires upon the expiration of such Licensor's last to expire Open RAN Patent Portfolio Patent, or upon final adjudication by a court of competent jurisdiction of invalidity or unenforceability of all of such Licensor's Open RAN Patent Portfolio Patents, from which adjudication no appeal is taken or allowed.

11.2 Voluntary Termination by a Licensor.

11.2.1 At any time after December 31, 2027 each Licensor shall have the right upon thirty (30) days' prior written notice to all other Licensors and the Licensing Administrator, to terminate with respect to itself all, but not less than all, of the following: (i) this Agreement; (ii) the right of the Licensing Administrator to grant additional sublicenses (excluding renewals of sublicenses existing at such time) under its license or sublicense granted by such terminating Licensor pursuant to Section 2.3 of the Agreement Among Licensors; and (iii) the Agreement Among Licensors.

11.2.2 All sublicenses granted by the Licensing Administrator under the terminating Licensor's Open RAN Patent Portfolio Patents prior to the effective date of termination of the Licensing Administrator's right to grant additional sublicenses thereunder shall remain in full force and

effect, subject to the provisions of Article 7 of the Agreement Among Licensors.

- 11.3 Termination of Agreement.** In the event that the Administrative Committee concludes, upon a three-fourths (3/4) vote of its members, that the Licensing Administrator is in breach of a material provision of this Agreement, or that any Termination Event has occurred, the Chairperson of the Administrative Committee shall provide written notice to the Licensing Administrator that this Agreement shall be terminated forty-five (45) days from the effective date of the notice unless the material breach(es) or the Termination Event is cured within such forty-five (45) days. For purposes hereof, "Termination Event" shall include the following: (a) the Licensing Administrator shall apply for or consent to the appointment of a receiver, custodian, trustee or liquidator of itself, or (b) the Licensing Administrator shall become insolvent or generally fail or admit in writing its inability to pay its debts as such debts become due.
- 11.4 Term of Agreement.** Unless otherwise terminated in accordance with Section 11.3, this Agreement shall be effective from the date hereof and shall expire with respect to any Party at any time at which such Party no longer owns an Open RAN Essential Patent.
- 11.5 Survival.** The following provisions of this Agreement shall survive expiration or termination of this Agreement:
- 11.5.1** Payment of the Licensing Administrator's fee and reimbursement of the Licensing Administrator's enforcement expenses, and expenses pursuant to Sections 3.14, 6.1, 6.2, 6.5 and 6.6 of this Agreement, to the extent that such expenses have accrued as of the date of expiration or termination.
- 11.5.2** The Licensor's right to receive royalty distributions and statements pursuant to Sections 6.3 and 6.4 of this Agreement to the extent that such right has accrued, pursuant to Sections 7.2.1 through 7.2.3 of the Agreement Among Licensors, as of the date of expiration or termination.
- 11.5.3** The provisions contained in Articles 7 and 8 of this Agreement (to the extent the act for which indemnification is sought occurred during the time this Agreement was in force) and Sections 11.5 and 12.10 herein.

12. MISCELLANEOUS

- 12.1 Notices.** All notices required or permitted under this Agreement shall be sent by either Certified Mail with return receipt requested, overnight delivery by commercial or other service which can verify delivery, fax to the number indicated herein, or by e-mail to the address set forth for each Licensor and the Licensing Administrator in Schedule 1 hereto or such other address as any Party

may from time to time notify the other Parties hereto and shall be effective as of the date the notice is received.

12.2 Assignment.

12.2.1 An assignment by a Licensor of an Open RAN Patent Portfolio Patent to a third party shall be subject to assignee being bound by: (i) the terms and conditions of the Agreement Among Licensors; (ii) the license or sublicense granted by the Licensor to the Licensing Administrator; (iii) all existing and, unless the Licensor or its assignee has terminated the Licensing Administrator's right to grant further sublicenses, any future sublicenses or additional sublicenses granted by the Licensing Administrator; and (iv) this Agreement including without limitation Section 11.2.1. In the event of such an assignment, this Agreement shall be amended accordingly to reflect the assignment of such Open RAN Essential Patents subject to the above conditions.

12.2.2 In the event that Licensor assigns all of its Open RAN Patent Portfolio Patents to a non-Affiliate third party(ies), this Agreement shall be deemed terminated as to the assigning Licensor. Subject to Section 12.2.1 hereof, such termination shall be considered a voluntary termination pursuant to Section 11.2.1 notwithstanding provisions of that section to the contrary.

12.2.3 An assignment to a third party by a Licensor of its license or sublicense to the Licensing Administrator granted pursuant to Section 2.3 of the Agreement Among Licensors shall be subject to assignee being bound by: (i) the terms and conditions of the Agreement Among Licensors; (ii) all existing and unless the Licensor or its assignee has terminated the Licensing Administrator's right to grant further sublicenses pursuant to Section 7.2 of the Agreement Among Licensors, any future sublicenses granted by the Licensing Administrator; and (iii) this Agreement. This Agreement shall be deemed terminated as to the assigning Licensor, and such termination shall be considered a voluntary termination pursuant to Section 11.2 herein and this Agreement shall be amended accordingly to reflect such assignment.

12.2.4 Each Party other than the Licensing Administrator shall have the right to assign its right to receive royalty distributions hereunder to a third party.

12.2.5 The Licensing Administrator may assign its rights and duties hereunder with the prior written consent of not less than three-fourths (3/4) of the Licensors, such consent not to be unreasonably withheld.

- 12.3 Relationship.** Nothing in this Agreement shall be construed to create a principal-agent relationship, partnership or joint venture among the Parties hereto, or give rise to any fiduciary duty from one Party to another Party.
- 12.4 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, the remaining provisions of this Agreement will remain in full force and effect to the extent that the interests of the Parties can be realized.
- 12.5 Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.
- 12.6 Article and Section Headings.** The article and section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.
- 12.7 Representation of Counsel; Mutual Negotiation.** Each Party has been represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated at arm's-length, with the advice and participation of counsel and prepared at the joint request, direction, and instruction of the Parties, and shall be interpreted in accordance with its terms without favor to any Party.
- 12.8 English Language.** The Parties have agreed that this Agreement and all documents relating thereto be written in the English language. All notices, requests, demands and other communications pursuant to this Agreement shall be written in the English language.
- 12.9 Choice of Law.** The validity, construction and performance of this Agreement shall be governed by the substantive law of the State of New York, United States of America, without regard to the conflict of law rules. The Parties hereby irrevocably consent to the personal jurisdiction of the courts located within the State of New York for the resolution of any dispute arising under or in connection with this Agreement.
- 12.10 Confidentiality.** Except when disclosure is required by law or in response to an order of a court, government or government body, all knowledge and/or information transmitted from a Licensor to the Licensing Administrator which is designated as confidential by the transmitting Party at the time of disclosure, shall at all times and for all purposes be regarded as confidential and held confidential by the Licensing Administrator and its Manager, employees, consultants and advisors and disclosed only to such persons who have a need to know such information, and shall not be disclosed, directly or indirectly, to any other Person without the prior written consent of the Party providing such information. The Licensing Administrator shall cause its Managers, employees, consultants and advisors to take such reasonable action which may be necessary and/or advisable

to preserve and protect the confidentiality of such information. The restrictions of this Section shall not apply to information which (i) is available from public sources at any time before or after it is disclosed to a Party except if such information has become publicly available by a breach of this Section; (ii) is released for disclosure by written consent of the designating Party; or (iii) is necessary to disclose to establish rights under this Agreement.

12.11 Limit on Liability. The Parties acknowledge and agree that no Party hereto shall have any liability for the actions of any of the Licensees and that no Party shall be required to indemnify another Party or its officers, employees or Affiliates from any Damages that result from acts of a Licensee (except in the case of a claim made by a Licensor which is indemnifiable under Article 8 hereof).

12.12 No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to impose any obligation on any Party for the benefit of a third party or to confer any rights on any third party.

12.13 Entire Agreement.

12.13.1The provisions of this Agreement, including its attachments and any amendments, and other agreements referred to herein constitute the entire agreement among the Parties hereto, and supersede any and all communications and understandings, oral or written, between the Parties or Licensors relating to the subject matter hereof.

12.13.2Except for supplementation of or deletion from the Open RAN Patent Portfolio and the related changes to the exhibits and attachments to this Agreement, no amendment to this Agreement shall be effective unless such amendment is in writing and specifically references this Agreement, and is signed by all Parties affected by the amendment hereto or such lesser number of Parties as set forth herein for a particular amendment.

12.14 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Licensing Administrator Agreement to be duly executed and delivered all as of the day and year first written above.

[Signatures on next page]

Date: _____

ALIUM, LLC

By: _____

Date: _____

By: _____

(authorized signature)

(title)

Attachment 1
License

Attachment 2
Open RAN Patent Portfolio License

Schedule 1
Notice Information