
PATENT LICENSE AGREEMENT

VOICEAGE EVS LLC,

VOICEAGE EVS GmbH & Co. KG

-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 **VOICEAGE EVS LLC**, a corporation organized under the laws of Delaware, USA, with offices at 620 Newport Center Drive, Suite 1100, Newport Beach, CA, USA 92660 and **VOICEAGE EVS GmbH & Co. KG**, a corporation organized under the laws of Germany, having its offices at Formerstrasse 47, 40878 Ratingen, Germany (each and/or jointly, “VoiceAge” or “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 Licensor’s patents¹;

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:

¹ 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 **“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. Any Affiliate, now or in the future, shall be deemed an Affiliate only during the time such Control exists. Notwithstanding the foregoing, for purposes of this Agreement and any other agreements related hereto, in the case of Licensor or any of its respective legal successors or assigns, an Affiliate of Licensor is exclusively limited to Entities Controlled by Licensor. For the avoidance of doubt, in the case of Licensor, an Affiliate shall not include (a) Fortress Investment Group LLC or any entity that is Controlled by Fortress Investment Group LLC (other than Licensor or any entity Controlled by Licensor), or (b) SoftBank Group Corp. or any entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with SoftBank Group Corp (other than Licensor or any entity Controlled by Licensor).
- 1.2 **“Agreement”** means this Patent License Agreement and its appendices.
- 1.3 **“Channel”** means the capacity of handling one (1) single voice/audio stream.
- 1.4 **“Codec”** means an Encoder and a Decoder.
- 1.5 **“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.
- 1.6 **“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.

- 1.7 **“Decoder”** means a decoder, compliant with the EVS Standard, which converts a stream of compressed EVS data into sampled audio data.
- 1.8 **“Encoder”** means an encoder, compliant with the EVS Standard, which converts sampled audio data into a stream of compressed EVS data.
- 1.9 **“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.
- 1.10 **“Entity”** means an individual, trust, corporation, partnership, joint venture, sole proprietorship.
- 1.11 **“EVS Standard”** means the technical specifications within the Enhanced Voice Service Standard technical specifications of 3GPP that are specified in Appendix A, as issued by organizational partners of the 3GPP, including, without limitation, all versions and extensions of the foregoing, but specifically excluding the IVAS Standard. **“IVAS Standard”** means the future 3GPP codec Standard for Immersive Voice and Audio Services (“IVAS”) set forth without limitation in the 3GPP Specifications in Appendix B, including, without limitation, all versions and extensions of the foregoing.
- 1.12 **“Handset”** means a wireless terminal (including but not limited to PDAs, smart phones, tablets and laptops) acquired or available to be acquired by an End-User and that is capable and/or designed to receive/transmit voice and/or data information in compliance with a mobile telephony standard, such as but not limited to, GSM, PDC, TDMA, CDMA, CDMA2000, W-CDMA, IMT-2000, TD-SCDMA, LTE, VoLTE, 3G, 4G or 5G.
- 1.13 **“Implementation”** means an intermediate Decoder and/or Encoder component or other intermediate product (such as a hardware component, software library or subassembly) compliant with the EVS Standard which is not a complete, ready-to-use, final product acquired or available to be acquired by an End-User.

- 1.14 **“Individual Consumer”** shall mean an individual and personal consumer using a product for non-commercial purposes.
- 1.15 **“Initial Fee”** shall mean the one-time, non-refundable, administrative fee referred to in Appendix E. Initial Fees shall not be credited against the License Fees.
- 1.16 **“License Fees”** shall mean the license fees calculated pursuant to Appendix E that are due and payable by Licensee to Licensor, in accordance with the terms and conditions set out in Section 4 hereof.
- 1.17 **“Licensed Patents”** means the VoiceAge Licensed Patents and the VoiceAge Owned Patents.
- 1.18 **“Licensed Product(s)”** means a complete or substantially complete ready-to-use software and/or hardware product as set forth in Appendix E that complies with the EVS Standard because it contains an Implementation and which is to be acquired or available to be acquired by an End-User or carrier that is (i) designed by or for the benefit of Licensee or its Affiliates, (ii) 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 (iii) 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. 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.
- 1.19 **“Parent Company”** means with respect to an Entity, any other Entity that directly or indirectly Controls such Entity.
- 1.20 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.
- 1.21 **“Personal Computer”** or **“PC”** means a multi-function desktop, laptop or notebook personal computer or workstation, which has a hard disk drive and utilizes an alphanumeric keyboard designed for use with two hands as the primary input device, except for consumer electronic devices (e.g. a television, set-top box, stand-alone digital music player, audio/video receiver, radio, headphone product, personal digital assistant, smart phone, tablets, game console, personal video recorder or digital video disc player and the like). Notwithstanding anything to the contrary, this definition shall exclude Handsets.

- 1.22 **“Realtime Channel”** means the capacity of handling one (1) single voice/audio stream at substantially the same rate as it is created or rendered
- 1.23 **“Release Fee”** means the one-time, non-refundable fee referred to in Appendix E for the release of Licensed Products prior to the Effective Date.
- 1.24 **“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. Notwithstanding the foregoing, 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.
- 1.25 **“Term”** means the term described in Section 5 of this Agreement.
- 1.26 **“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.
- 1.27 **“VoiceAge Licensed Patents”** means all patents and patent applications (including utility models), other than the VoiceAge Owned Patents, licensable by Licensor and/or its Affiliates now or at any time during the Term anywhere in the world (including patents, patent applications, and utility models that were acquired from their predecessors) directed to devices and methods of encoding and/or decoding data in accordance with the EVS Standard, including the Listed Licensed Patents. The **“Listed Licensed Patents”** shall mean (i) the patents and patent applications listed in Appendix C and (ii) all divisionals, continuations, continuations-in-part, reissues, reexaminations, utility models, patents, and extensions of the foregoing and any patents and patent applications to which the patents and patent applications listed in Appendix C claim priority.
- 1.28 **“VoiceAge 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), directed to devices and methods of encoding and/or decoding data in accordance with the EVS Standard, including the patents and patent applications listed in Appendix D (**“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.

- 1.29 **“VoIP Application(s)”** means a complete or substantially complete ready-to-use software product that complies with the EVS Standard because it contains a Decoder and/or an Encoder to be used for delivery of voice communications over IP networks, including the internet or other packet-switched networks.
- 1.30 **“Wi-Fi Device”** means a wireless terminal that is not a Handset acquired or available to be acquired by an End-User and that is designed to receive/transmit voice and/or data information in compliance with the IEEE 802.11 standards (Wi-Fi).

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, a royalty-bearing, non-transferable (except as expressly permitted herein) 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, (i) under the VoiceAge Owned Patents and Listed Licensed Patents, solely for the purposes of complying with the IVAS Standard and the EVS Standard, and (ii) under all other Licensed Patents, solely for the purpose of complying with the EVS Standard. This license also extends to any Implementations, Codecs, Decoders, Encoders and VoIP Applications integrated into and installed on a Licensed Product prior to such Licensed Product being Sold by Licensee or its Affiliates. Licensee and its Affiliates are further entitled to download, offer for download or permit third parties to download updates or upgrades to such Implementations, Codecs, Decoders, Encoders or VoIP Applications. For purposes of clarity, installation of any Implementations, Codecs, Decoders, Encoders and VoIP Applications after the Sale of a Licensed Product is not licensed under this Agreement. For further clarity, the license granted herein specifically excludes any rights under the Licensed Patents to use, make, have made, import, offer for Sale, Sell, or otherwise dispose of Licensed Products for any purpose other than compliance with the EVS Standard or, to the extent licensed in this Section, the IVAS Standard and specifically excludes any rights under the Licensed Patents to practice any standard other than the EVS Standard or, to the extent licensed in this Section, IVAS Standard.
- 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,

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 and its current Affiliates, 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, 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 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, 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 EVS Standard or IVAS 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. Licensee shall not be entitled to sublicense its rights 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. 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 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 E 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 F. All fees due by Licensee under this Agreement are non-refundable and non-creditable. Furthermore, Licensee acknowledges and agrees that (i) the License Fees are only applicable to the Licensed Products for compliance with the EVS Standard and, to the extent licensed hereunder, the IVAS Standard and not for compliance with any other standard and (ii) the License Fees are only applicable to the Licensed Patents with respect to the EVS Standard and, to the extent licensed hereunder, the IVAS Standard and that additional fees may be required to be paid to another party to license other patents related or essential to the EVS Standard or IVAS Standard.

- 4.2 Licensor shall be obligated to pay License Fees as set forth in Appendix E during the period of time that Licensee or its Affiliates exercises the license granted in Section 2.1 in the Territory.
- 4.3 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.² 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.
- 4.4 Licensee shall keep accurate, separate and complete records in sufficient detail to enable and verify the payments due under Appendix E 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.

² To discuss the Parties’ respective tax obligations based on the circumstances.

- 4.5 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 F or as otherwise reasonably requested by Licensor, to the address indicated in Section 9.1 with respect to all payments due under Appendix E of this Agreement for such calendar quarter, and shall make the respective payment in accordance with Section 4.7. The said royalty report shall indicate for each calendar quarter the number, names, models 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 E 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.
- 4.6 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 4.8 and Licensee shall pay all sums due to the Licensor promptly.
- 4.7 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 E hereof (or to any other bank account designated by Licensor in writing). 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 F 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. At the same time as making each payment, Licensee shall notify Licensor of such payment.

- 4.8 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 4.4, 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.
- 4.9 Notwithstanding any provision to the contrary in this Agreement, but subject to the terms and conditions of this Section 4.9, if, after the Effective Date, there is a material change in circumstances that has a substantial impact on the value of the license granted under Section 2 and, as a result, Licensor or Licensee believes in good faith that the License Fee payable by Licensee to Licensor pursuant to Section 4.1 and as set forth in Appendix E should be adjusted as a result, then either Party may, upon written notice to the other Party, ask for an equitable adjustment in the amount of the applicable License Fee payable to Licensor for the then-current and any future calendar year in accordance with this Section 4.9. In such event, the Parties shall use reasonable efforts to negotiate in good faith to agree to such an equitable adjustment to the License Fee payable by Licensee to Licensor pursuant to Section 4.1 and as set forth in Appendix E for the then-current or future calendar years, as applicable; provided that, unless the Parties otherwise agree beforehand, this dispute shall be finally settled by confidential binding arbitration, without recourse to the ordinary courts of law, before a single neutral arbitrator in New York City in accordance with the rules of the of the American Arbitration Association (“AAA”) using the AAA rules then in effect for large commercial cases, and the arbitration shall be conducted in English in accordance with the state and federal laws of the State of New York, without giving effect to the conflict of laws principles thereof. Either Party may initiate such dispute resolution process after ninety (90) days from the date that the notice seeking an adjustment of the License Fee was submitted by one Party to the other Party pursuant to this Section 4.9.

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 4.2, certain terms and conditions of the Agreement may be subject to modification upon the Agreement’s renewal.

6. TERMINATION

- 6.1 Licensors may, without prejudice to any and all rights and remedies available to Licensors 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 Licensors upon the happening of any one of the following events:
- 6.2.1 Licensors file a complaint against Licensee, a customer, direct or indirect distributor or reseller of Licensee for Licensee’s Licensed Products under the EVS Standard or, to the extent licensed hereunder, the IVAS 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 revert to Licensor, Licensee shall have no further 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), 4.4, 4.8, 6.3, 6.4, 6.5, 7.3-7.12, 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 grant or assign 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 EVS STANDARD OR IVAS 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 LICENSE SET FORTH ABOVE IN SECTION 2.1 IS ONLY APPLICABLE TO THE LICENSED PATENTS WITH RESPECT TO THE EVS STANDARD, AND TO THE VOICEAGE OWNED PATENTS AND LISTED LICENSED PATENTS WITH ADDITIONAL RESPECT TO THE IVAS STANDARD, AND LICENSEE ACKNOWLEDGES THAT ADDITIONAL FEES MAY BE REQUIRED TO BE PAID TO ANOTHER PARTY TO LICENSE OTHER PATENTS RELATED OR ESSENTIAL TO THE EVS STANDARD OR IVAS STANDARD.
- 7.10 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.

7.11 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.

7.12 Nothing contained in this Agreement shall be construed as conferring by implication or otherwise upon either Party hereunder any license or right except the licenses and rights expressly granted hereunder to a Party hereto.

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 disclosing Party 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 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; and (c) Licensor may disclose the terms of this Agreement to its advisors, current or prospective investors, partners, current or prospective licensees, banks, and financing sources and their respective 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, fax, or by certified or registered mail, postage prepaid, return requested. Notice shall be deemed communicated on receipt in case of personal delivery, upon reception in the case of fax 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:

VOICEAGE EVS LLC

620 Newport Center Drive, Suite 1100

Newport Beach, CA USA 92603

Attention: David Rosmann, CEO

Email: david@voiceageevs.com

VOICEAGE EVS GmbH & Co. KG

Formerstrasse 47, 40878

Ratingen, Germany

Attention: Bjoern Rappen
Email: bjoern@voiceageevs.de

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

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 Initial Fee, Release Fee and all License Fees then due have been paid, Licensee may assign this entire Agreement to an unrelated third-party in connection with (a) a merger, (b) an acquisition of Licensee, or (c) a sale, transfer, spin-off, or divestiture of substantially all of the assets and business of Licensee that relate to the Licensed Products, in each case with or to an unrelated third party ("**Transfer Event**"); provided that in each of (a), (b), or (c) above, Licensee provides Licensor with prior written notice of such Transfer Event and the unrelated third-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 covenants granted herein do not extend (i) beyond the then-existing business scope of the Licensee entity that is the subject of the Transfer Event, immediately prior to the Transfer Event, or (ii), except as provided in item (i), to any products or services of the unrelated third-party, then existing or subsequently developed by the unrelated third-party or if by merger, any newly formed company that includes the assets of the Licensee. Licensee agrees and acknowledges that any assignment in violation of this Section 11.1 shall be void *ab initio*.

10.2 Licensor shall not assign, exclusively license, or transfer any Licensed Patents owned or controlled by it as of the Effective Date to a third party unless such third party agrees in writing that any encumbrances upon such Licensed Patents created by this Agreement shall be binding upon such 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 New York 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 in New York City in the State of New York, 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.

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 11, this Agreement shall inure to the benefit of and bind the successors and assigns of the Parties hereto.
- 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 F 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 the payment of money) 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____.

VOICEAGE EVS LLC

By: _____

Title: _____

Signature: _____

EXECUTED on this _____ day of _____, 20____.

VOICEAGE EVS GmbH & Co. KG

By: _____

Title: _____

Signature: _____

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

TECHNICAL SPECIFICATIONS OF THE EVS STANDARD

TS 26.441	Codec for Enhanced Voice Services (EVS); General Overview
TS 26.442	Codec for Enhanced Voice Services (EVS); ANSI C code (fixed-point)
TS 26.443	Codec for Enhanced Voice Services (EVS); ANSI C code (floating point)
TS 26.444	Codec for Enhanced Voice Services (EVS); Test Sequences
TS 26.445	Codec for Enhanced Voice Services (EVS); Detailed Algorithmic Description
TS 26.446	Codec for Enhanced Voice Services (EVS); AMR-WB Backward Compatible Functions
TS 26.447	Codec for Enhanced Voice Services (EVS); Error Concealment of Lost Packets
TS 26.448	Codec for Enhanced Voice Services (EVS); Jitter Buffer Management
TS 26.449	Codec for Enhanced Voice Services (EVS); Comfort Noise Generation (CNG) Aspects
TS 26.450	Codec for Enhanced Voice Services (EVS); Discontinuous Transmission (DTX)
TS 26.451	Codec for Enhanced Voice Services (EVS); Voice Activity Detection (VAD)
TS 26.452	Codec for Enhanced Voice Services (EVS); ANSI C code; Alternative fixed-point using updated basic operators
TS 26.453	Codec for Enhanced Voice Services (EVS); Speech codec frame structure

APPENDIX B

IVAS STANDARD

TS 26.250	Codec for immersive voice and audio services - General overview
TS 26.251	Codec for immersive voice and audio services - ANSI C code (fixed-point)
TS 26.252	Codec for immersive voice and audio services - Test sequences
TS 26.253	Codec for immersive voice and audio services - Detailed Algorithmic Description incl. RTP payload format and SDP parameter definitions
TS 26.254	Codec for immersive voice and audio services - Rendering
TS 26.255	Codec for immersive voice and audio services - Error concealment of lost packets
TS 26.256	Codec for immersive voice and audio services - Jitter Buffer Management
TS 26.258	Codec for immersive voice and audio services - ANSI C code (floating point)
TS 26.259	Subjective test methodologies for the evaluation of immersive audio systems
TS 26.260	Objective test methodologies for the evaluation of immersive audio systems
TR 26.997	IVAS codec performance characterization

APPENDIX C

EVS PATENT PORTFOLIO

LISTED LICENSED PATENTS

VAC 1100		
METHOD AND DEVICE FOR FREQUENCY-SELECTIVE PITCH ENHANCEMENT OF SYNTHESIZED SPEECH		
Country	Patent #	Issue Date (yy/mm/dd)
US	7,529,660	2009-05-05
AU	2003233722	2009-09-17
BR	PI0311314-0	2018-02-14
CA	2,483,790	2011-12-20
CN	ZL03812588.9	2008-01-30
EP	1509906	2008-06-25
AT	1509906	2008-06-25
BE	1509906	2008-06-25
CH/LI	1509906	2008-06-25
CY	1509906	2008-06-25
DE	1509906	2008-06-25
DK	1509906	2008-06-25
ES	1509906	2008-06-25
FI	1509906	2008-06-25
FR	1509906	2008-06-25
UK	1509906	2008-06-25
GR	1509906	2008-06-25
IE	1509906	2008-06-25
IT	1509906	2008-06-25
LU	1509906	2008-06-25
MC	1509906	2008-06-25
NL	1509906	2008-06-25
PT	1509906	2008-06-25
SE	1509906	2008-06-25
TR	1509906	2008-06-25
HK	HK1078978	2008-01-30
IN	237351	2009-12-17
JP	4842538	2011-10-14

KR	1039343	2011-05-31
MX	261878	2008-11-03
MY	MY-140905-A	2010-01-29
NO	332045	2012-06-11
NZ	536237	2007-09-13
RU	2327230	2008-06-20
ZA	2004/9647	2006-06-28

<p>VAC 1200 METHOD AND DEVICE FOR MULTI-RATE LATTICE VECTOR QUANTIZATION OF A SIGNAL</p>

Country	Patent #	Issue Date (yy/mm/dd)
US	7,106,228	2006-09-12
CA	2,482,994	2011-10-11
CN	ZL 03812652.4	2011-04-20
EP	1514355	2009-08-19
AT	1514355	2009-08-19
CH/LI	1514355	2009-08-19
DE	1514355	2009-08-19
DK	1514355	2009-08-19
ES	1514355	2009-08-19
FI	1514355	2009-08-19
FR	1514355	2009-08-19
UK	1514355	2009-08-19
GR	1514355	2009-08-19
IT	1514355	2009-08-19
NL	1514355	2009-08-19
PT	1514355	2009-08-19
SE	1514355	2009-08-19
JP	4224021	2008-11-28

APPENDIX D

EVS PATENT PORTFOLIO

LISTED OWNED PATENTS

VAEVS 1000 METHOD AND DEVICE FOR EFFICIENT FRAME ERASURE CONCEALMENT IN LINEAR PREDICTIVE BASED SPEECH CODECS
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Country	Patent #	Issue Date (yy/mm/dd)
US	7,693,710	2010-04-06
AU	2003233724	2009-10-29
BR	PI0311523-2	2018-06-26
BR Divisional	BR122017019860-2	2019-01-29
CA	2,483,791	2013-09-03
CN	ZL03812594.3	2007-09-19
EP	1509903	2017-04-12
BE	1509903	2017-04-12
CH/LI	1509903	2017-04-12
DE	1509903	2017-04-12
DK	1509903	2017-04-12
ES	1509903	2017-04-12
FI	1509903	2017-04-12
FR	1509903	2017-04-12
UK	1509903	2017-04-12
IE	1509903	2017-04-12
IT	1509903	2017-04-12
NL	1509903	2017-04-12
SE	1509903	2017-04-12
TR	1509903	2017-04-12
IN	239135	2010-03-09
HK	HK1076907B	2018-04-13
JP	4658596	2011-01-07
KR	1032119	2011-04-22
MX	262081	2008-11-10

MY	MY-141649-A	2010-05-31
NZ	536238	2006-10-12
RU	2325707	2008-05-27
ZA	2004/9643	2006-06-28

VAEVS 2200 METHOD AND DEVICE FOR EFFICIENT FRAME ERASURE CONCEALMENT IN SPEECH CODECS
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Country	Patent #	Issue Date (yy/mm/dd)
US	8,255,207	2012-08-28
IN	322739	2019-10-14
CA	2,628,510	2015-02-24
EP	1979895	2013-10-09
AT	1979895	2013-10-09
BE	1979895	2013-10-09
CH/LI	1979895	2013-10-09
DE	1979895	2013-10-09
DK	1979895	2013-10-09
ES	1979895	2013-10-09
FI	1979895	2013-10-09
FR	1979895	2013-10-09
UK	1979895	2013-10-09
GR	1979895	2013-10-09
IE	1979895	2013-10-09
IT	1979895	2013-10-09
NL	1979895	2013-10-09
PL	1979895	2013-10-09
PT	1979895	2013-10-09
SE	1979895	2013-10-09
TR	1979895	2013-10-09
JP	5149198	2012-12-07
RU	2419891	2011-05-27

VAEVS 2400
METHOD AND DEVICE FOR CODING TRANSITION FRAMES IN
SPEECH SIGNALS

Country	Patent #	Issue Date (yy/mm/dd)
US	8,401,843	2013-03-19
BR	PI0718300-3	2018-08-14
CA	2,666,546	2016-01-19
CN	ZL200780048077.4	2013-07-13
EP	2 102 619	2017-03-22
AT	2 102 619	2017-03-22
BE	2 102 619	2017-03-22
CH/LI	2 102 619	2017-03-22
DE	2 102 619	2017-03-22
DK	2 102 619	2017-03-22
ES	2 102 619	2017-03-22
FI	2 102 619	2017-03-22
FR	2 102 619	2017-03-22
UK	2 102 619	2017-03-22
GR	2 102 619	2017-03-22
IE	2 102 619	2017-03-22
IT	2 102 619	2017-03-22
NL	2 102 619	2017-03-22
PT	2 102 619	2017-03-22
SE	2 102 619	2017-03-22
TR	2 102 619	2017-03-22
HK	HK1132324	2013-11-15
ID	IDP000035689	2014-03-14
IN	315569	2019-07-04
JP	5166425	2012-12-28
KR	1406113	2014-06-03
MX	310,803	2013-06-21
MY	MY-152845-A	2014-11-28
NO	341585	2017-11-12
PH	2-1009-500783	2014-03-31
RU	2462769	2012-09-27

VAEVS 2700
METHOD AND DEVICE FOR SOUND ACTIVITY DETECTION
AND SOUND SIGNAL CLASSIFICATION

Country	Patent #	Issue Date (yy/mm/dd)
US	8,990,073	2015-03-24
CA	2,690,433	2016-01-19
EP	2162880	2014-12-24
BE	2162880	2014-12-24
CH/LI	2162880	2014-12-24
DE	2162880	2014-12-24
ES	2162880	2014-12-24
FR	2162880	2014-12-24
UK	2162880	2014-12-24
IT	2162880	2014-12-24
NO	2162880	2014-12-24
TR	2162880	2014-12-24
IN	320355	2019-09-12
JP	5395066	2013-10-25
RU	2441286	2012-01-27

VAEVS 2900
SYSTEM AND METHOD FOR ENHANCING A DECODED TONAL
SOUND SIGNAL

Country	Patent #	Issue Date (yy/mm/dd)
US	8,401,845	2013-03-19
CA	2,715,432	2016-08-16
EP	2863390	2018-03-31
DE	2863390	2018-03-31
ES	2863390	2018-03-31
FR	2863390	2018-03-31
UK	2863390	2018-03-31
IT	2863390	2018-03-31
IN	301675	2018-09-28
JP	5247826	2013-04-19
RU	2470385	2012-12-20

VAEVS 3300
FLEXIBLE AND SCALABLE COMBINED INNOVATION
CODEBOOK FOR USE IN CELP CODER AND DECODER

Country	Patent #	Issue Date (yy/mm/dd)
US	9,053,705	2015-06-09
BR	BR112012025347-6	2020-06-09
CA	2,789,107	2017-08-15
AU	2011241424	2016-08-18
CN	ZL 201180018989.3	2017-05-03
EP	2559028	2015-09-16
AT	2559028	2015-09-16
BE	2559028	2015-09-16
CH/LI	2559028	2015-09-16
DE	2559028	2015-09-16
DK	2559028	2015-09-16
ES	2559028	2015-09-16
FI	2559028	2015-09-16
FR	2559028	2015-09-16
UK	2559028	2015-09-16
GR	2559028	2015-09-16
IE	2559028	2015-09-16
IT	2559028	2015-09-16
NO	2559028	2015-09-16
NL	2559028	2015-09-16
PT	2559028	2015-09-16
SE	2559028	2015-09-16
TR	2559028	2015-09-16
HK	HK1175581B	2018-03-09
JP	6073215	2017-01-13
JP Divisional	6456412	2018-12-28
KR	1771065	2017-08-18
MY	MY-162594-A	2017-06-30
MX	323972	2014-09-17
RU	2547238	2015-04-10
ZA	2012/06333	2013-04-24

VAEVS 3500 CODING GENERIC AUDIO SIGNALS AT LOW BITRATES AND LOW DELAY		
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Country	Patent #	Issue Date (yy/mm/dd)
US	9,015,038	2015-04-21
CA	2,815,249	2018-04-24
CN	ZL 201180062729.6	2015-06-03
EP	2633521	2018-08-01
AT	2633521	2018-08-01
BE	2633521	2018-08-01
CH/LI	2633521	2018-08-01
CZ	2633521	2018-08-01
DE	2633521	2018-08-01
DK	2633521	2018-08-01
ES	2633521	2018-08-01
FI	2633521	2018-08-01
FR	2633521	2018-08-01
UK	2633521	2018-08-01
GR	2633521	2018-08-01
IE	2633521	2018-08-01
IT	2633521	2018-08-01
NI	2633521	2018-08-01
NO	2633521	2018-08-01
PL	2633521	2018-08-01
PT	2633521	2018-08-01
RO	2633521	2018-08-01
SE	2633521	2018-08-01
TR	2633521	2018-08-01
HK	HK1185709B	2015-12-24
JP	5978218	2016-07-29
KR	1858466	2018-05-10
MX	351750	2017-09-29
MY	MY-164748-A	2018-01-30
RU	2596584	2016-09-10
KR	1998609	2019-07-04

VAEVS 3600 DEVICE AND METHOD FOR QUANTIZING THE GAINS OF THE ADAPTATIVE AND FIXED CONTRIBUTIONS OF THE EXCITATION IN A CELP CODEC		
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Country	Patent #	Issue Date (yy/mm/dd)
US	9,076,443	2015-07-07
US Divisional	9,626,982	2017-04-18
US Cont.	9,911,425	2018-03-06
US Cont.	10,115,408	2018-10-30
EP	2676271	2020-07-29
AU	2012218778	2017-02-17
CN	ZL 201280008952.7	2017-04-12
CN Divisional	ZL 201510023526.6	2018-08-17
HK	HK1187441B	2018-03-09
JP	6072700	2017-01-13
JP Divisional	6316398	2018-04-06
KR	1999563	2019-07-08
MX	330992	2015-04-21
PH	1-2013-501216	2016-03-18
RU	2591021	2016-07-10
NZ	611801	2015-09-29
ZA	2013/05431	2016-07-27

VAEVS 3700
TRANSFORM-DOMAIN CODEBOOK IN A CELP CODER AND
DECODER

Country	Patent #	Issue Date (yy/mm/dd)
US	8,825,475	2014-09-02
IN	332054	2020-02-14
CA	2,830,105	2018-06-05
CN	ZL 201280022757.X	2016-04-20
EP	2707687	2018-03-28
AT	2707687	2018-03-28
BE	2707687	2018-03-28
DE	2707687	2018-03-28
DK	2707687	2018-03-28
ES	2707687	2018-03-28
FI	2707687	2018-03-28
FR	2707687	2018-03-28
UK	2707687	2018-03-28
GR	2707687	2018-03-28
IE	2707687	2018-03-28
IT	2707687	2018-03-28
NL	2707687	2018-03-28
NO	2707687	2018-03-28
PT	2707687	2018-03-28
SE	2707687	2018-03-28
TR	2707687	2018-03-28
JP	6173304	2017-07-14
HK	1191395B	2017-01-27

VAEVS 3800
IMPROVING NON-SPEECH CONTENT FOR LOW RATE CELP
DECODER

Country	Patent #	Issue Date (yy/mm/dd)
US	9,252,728	2016-02-02
EP	2774145	2020-06-17
KR	2105044	2020-04-21
CA	2,851,370	2019-12-03
CN	ZL201280065936.1	2017-03-01
JP	6239521	2017-11-10
JP Divisional	6513769	2019-04-19

JP Divisional	6532926	2019-05-31
HK	HK1198265B	2018-01-12

VAEVS 3900 DEVICE AND METHOD FOR REDUCING QUANTIZATION NOISE IN A TIME-DOMAIN DECODER
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Country	Patent #	Issue Date (yy/mm/dd)
US	9,384,755	2016-07-05
US Cont.	9,870,781	2018-01-16
CA	2,898,095	2019-12-03
AU	2014225223	2019-10-17
EP	2965315	2019-04-24
BE	2965315	2019-04-24
CH	2965315	2019-04-24
DE	2965315	2019-04-24
DK	2965315	2019-04-24
FI	2965315	2019-04-24
FR	2965315	2019-04-24
GB	2965315	2019-04-24
IE	2965315	2019-04-24
IT	2965315	2019-04-24
LU	2965315	2019-04-24
NL	2965315	2019-04-24
TR	2965315	2019-04-24
ID	IDP000051355	2018-05-30
JP	6453249	2018-12-21
MX	345,389	2017-01-26
NZ	710060	2017-03-24
PH	1-2015-501575	2018-06-20
RU	2638744	2017-12-15

VAEVS 4000
METHODS, ENCODER AND DECODER FOR LINEAR
PREDICTIVE ENCODING AND DECODING OF SOUND SIGNALS
UPON TRANSITION BETWEEN FRAMES HAVING DIFFERENT
SAMPLING RATES

Country	Patent#	Issue date (yy/mm/dd)
US	9,852,741	2017-12-26
US	10,431,233	2019-10-01
US	10,468,045	2019-11-05
JP	6692948	2020-04-17
EP	3132443	2018-12-26
DE	3132443	2018-12-26
ES	3132443	2018-12-26
FR	3132443	2018-12-26
GB	3132443	2018-12-26
IT	3132443	2018-12-26
JP	6486962	2019-03-01
NL	3132443	2018-12-26
RU	2677453	2019-01-16

APPENDIX E

FEES AND WIRE TRANSFER ACCOUNT INFORMATION

1- FEES

A product must fall within a pricing category to constitute a Licensed Product.

(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, and multiplying the result by the applicable Royalty Multiplier (as defined below).

(C) License Fee: The License Fee is calculated by applying the applicable royalty rate as set forth in the below categories to the number of Licensed Products Sold in the applicable calendar quarter and multiplying the result by the applicable Royalty Multiplier³. As used herein, the “Royalty Multiplier,” depending on the applicable calendar year, is as follows:

Year	Royalty Multiplier
2020 and Earlier	1.000
2021	1.000
2022	1.000
2023	0.914
2024	0.914
2025	0.914
2026	0.871
2027	0.821
2028	0.764
2029	0.700
2030	0.700
2031	0.550
2032	0.271

³ Note to prospective licensee: The decrease in the Royalty Multiplier over time is based on the expiration of Licensed Patents.

(i) Minimum Annual License Fee: With respect to each calendar year during the Term, the minimum annual amount of the License Fees owed by Licensor that accrue during such Annual Period shall be \$5,000.

(ii) Maximum Annual License Fee: With respect to each calendar year during the Term, the License Fees owed by Licensor that accrue during such calendar year shall not exceed \$11,000,000 (“Maximum Annual License Fee”).

Category 1- Pricing per Individual Consumer Device

Category 1- Pricing per Individual Consumer Device⁽¹⁾			
per device	Decoder	Encoder	Codec
	\$0.30	\$0.30	\$0.30

⁽¹⁾ Category applies to Licensed Products which are hardware products excluding Handsets and excluding Wi-Fi Devices, limited to one application with a maximum of 6 Realtime Channels allowed. For example, this category includes all individual consumer products (IP phones, etc.) and home based telecommunication products (e.g. home gateway for an operator) except for Handsets and Wi-Fi Devices.

Category 2- Professional Content Applications

Category 2- Professional Content Applications⁽¹⁾			
	Decoding capability per application	Encoding capability per application	Encoding and Decoding capability per application
	\$20.00	\$20.00	\$40.00

⁽¹⁾ This category covers infrastructure products which have no channel or session capability and the transcoding is always done “off-line”. For example, an off-line content transcoder and professional content creation tools typically fall under this category 2.

Category 3a- Downloaded Content Applications

Category 3a- Downloaded Content Applications^{(1) (2)}			
per downloaded application	Decoder	Encoder	Codec
	\$0.20	\$0.20	\$0.20

⁽¹⁾ “Downloaded Content Application” means a software application that cannot be used for telephony and which is separately sold or licensed to an Individual Consumer for installation on a device by the Individual Consumer but not integrated into, packaged with or otherwise offered with the device when sold or licensed. The scope of the license is limited to the application, i.e. it does not enable third party applications.

- (2) For example, consumer content creation tools and media players may belong to this category.

Category 3b- Downloaded VoIP Applications

Category 3b- Downloaded VoIP Applications⁽¹⁾⁽²⁾			
per downloaded application	Decoder	Encoder	Codec
	\$0.40	\$0.40	\$0.40

(1) “Downloaded VoIP Application” means a VoIP Application which is separately sold or licensed to an Individual Consumer for installation on a device by the Individual Consumer but not integrated into, packaged with or otherwise offered with the device when sold or licensed. The scope of the license is limited to the application, i.e. it does not enable third party applications.

- (2) Category applies to VoIP Application with a maximum of six (6) Realtime Channels per device.

Category 4- Telecom and Multimedia Infrastructure

Category 4- Telecom and Multimedia Infrastructure⁽¹⁾			
per Realtime Channel⁽²⁾⁽³⁾	Decoder	Encoder	Codec
	\$0.40	\$0.40	\$0.40

(1) Category applies to Licensed Products where Realtime Channels can be counted. This category is for telecommunications and multimedia infrastructure including, but not limited to, base stations, base station controllers, radio network controllers, switching centers, gateways and servers. Board level products (blades) and programmable board level products are also included if they constitute a complete product.

(2) If the exact number of Realtime Channels in a Licensed Product can vary, then the maximum number of Realtime Channels that can be handled by the product will be used for royalty calculation.

(3) All upgrades to Licensed Products which add Realtime Channels to such Licensed Product shall be subject to reporting and License Fees.

Category 5- Licensed Products enabling 3rd party applications for Individual Consumer Devices

Category 5- Licensed Products enabling 3rd party applications for Individual Consumer Devices ⁽¹⁾		
per device	Decoder	Codec
	\$0.40	\$0.40

⁽¹⁾ Category applies to Licensed Products which enable third party applications which are not Personal Computers or Handsets or Wi-Fi Devices.

Category 6 for Handsets and Wi-Fi devices:

Choose one of the following two (2) fee options:

RUNNING ROYALTY OPTION

Category 6 - Pricing per Licensed Product ⁽¹⁾⁽²⁾⁽³⁾			
Cumulative Volume	Decoder	Encoder	Codec
1 to 10,000,000	\$0.40	\$0.40	\$0.40
10,000,001 to 30,000,000	\$0.35	\$0.35	\$0.35
30,000,001 to 60,000,000	\$0.30	\$0.30	\$0.30
60,000,001 +	\$0.26	\$0.26	\$0.26

PREPAID OPTION

Category 6 - Pricing per Licensed Product ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾	
Prepaid Volume	Codec
10,000,000	\$0.35
60,000,000	\$0.32
100,000,000	\$0.28

⁽¹⁾ The royalty rates set forth for Category 6 products in this license agreement represent a discount from the reasonable royalty for such products which VoiceAge EVS LLC believes to be at least \$0.50 per device. Licensees may elect either the running royalty option or the prepaid option at the corresponding discounted rates as set forth in the schedules above.

- (2) Category applies to Licensed Products with a maximum of 6 Realtime Channels per Licensed Product. This category refers specifically to physical wireless end user devices including but not limited to Handsets or Wi-Fi Devices but excluding Personal Computers. The enabling of third-party applications is included.
- (3) Counting of Cumulative 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- WIRE TRANSFER ACCOUNT INFORMATION

97.735 % of each payment shall be made to:

Beneficiary: VoiceAge EVS LLC

Beneficiary Bank: Wells Fargo Bank, NA
255 2nd Avenue South
Minneapolis, MN 55479
USA

Routing No: 121 000 248

Account: 5500 374 037

Swift Code: WFBIUS6S

2.265 % of each payment shall be made to:

Beneficiary: VoiceAge EVS GmbH & Co KG

Beneficiary Bank: Commerzbank Aktiengesellschaft
Lutzowplatz 4 10785 Berlin Germany

Swift/BIC: COBADEFFXXX

IBAN: DE38 1004 0000 0401 6416 00

APPENDIX F

FORM OF ROYALTY REPORT

LICENSEE QUARTERLY REPORT FORM

NAME OF THE LICENSEE:

NAMES OF THE AFFILIATES OF THE LICENSEE:

 (Only the ones with Licensed Product)

EFFECTIVE DATE OF THE LICENSE: _____

PERIOD OF THE CALENDAR QUARTERLY REPORT: _____

Category 1- Licensed Product / Individual Consumer Device			
Licensed Product(s) Name/Model/Version	Decoder Quantity	Encoder Quantity	Codec Quantity
TOTAL			

Category 1- Royalty Calculation / Individual Consumer Device			
	Decoder (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US	Encoder (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US	Codec (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US
TOTAL			

Category 2- Licensed Product / Professional Content Applications			
Licensed Product(s) Name/Model/Version	Decoder Quantity	Encoder Quantity	Codec Quantity
TOTAL			

Category 2- Royalty Calculation / Professional Content Applications			
	Decoder (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US	Encoder (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US	Codec (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US
TOTAL			

Category 3a- Licensed Product / Downloaded Content Applications			
Licensed Product(s) Name/Model/Version	Decoder Quantity	Encoder Quantity	Codec Quantity
TOTAL			

Category 3a- Royalty Calculation / Downloaded Content Applications			
	Decoder (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US	Encoder (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US	Codec (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US

TOTAL			
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Category 3b- Licensed Product / Downloaded VoIP Applications

Licensed Product(s) Name/Model/Version	Decoder Quantity	Encoder Quantity	Codec Quantity
TOTAL			

Category 3b- Royalty Calculation / Downloaded VoIP Applications

	Decoder (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US	Encoder (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US	Codec (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US
TOTAL			

Category 4- Licensed Product / Telecom and Multimedia Infrastructure

Licensed Product(s) Name/Model/Version	Decoder Quantity	Encoder Quantity	Codec Quantity
TOTAL			

Category 4- Royalty Calculation / Telecom and Multimedia Infrastructure

	Decoder (Quantity X Unit Royalty X Royalty Multiplier =	Encoder (Quantity X Unit Royalty X Royalty Multiplier =	Codec (Quantity X Unit Royalty X Royalty Multiplier =

	Multiplier = Royalties) \$US	Multiplier = Royalties) \$US	Royalties) \$US
TOTAL			

Category 5- Licensed Product / Enabling 3rd party applications for Individual Consumer Device		
Licensed Product(s) Name/Model/Version	Decoder Quantity	Codec Quantity
TOTAL		

Category 5- Royalty Calculation / Enabling 3rd party applications for Individual Consumer Device		
	Decoder (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US	Codec (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US
TOTAL		

RUNNING ROYALTY OPTION

Category 6- Licensed Product/Wireless Cellular Device			
Licensed Product(s) Name/Model/Version	Decoder	Encoder	Codec
TOTAL			

Category 6- Royalty Calculation/Wireless Cellular Device			
Cumulative number of Decoders and/or Encoders and/or Codecs	Decoder (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US	Encoder (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US	Codec (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US
1 to 10,000,000			
10,000,001 to 30,000,000			
30,000,001 to 60,000,000			
60,000,001 +			
TOTAL			

PREPAID OPTION

Category 6- Licensed Product/Wireless Cellular Device	
Licensed Product(s) Name/Model/Version	Codec
TOTAL	

Category 6 - Pricing per device	
	Codec (Quantity X Unit Royalty X Royalty Multiplier = Royalties) \$US
10,000,000	
60,000,000	
100,000,000	
TOTAL	

Quarterly Report – Royalties	
Category	Royalties to be paid (\$US)
F Category 1	
Category 2	
Category 3a	
Category 3b	
Category 4	
Category 5	
Category 6	
TOTAL	

Per: _____
Authorized representative of the Licensee

Name: _____

Phone: _____

Email: _____

Date: _____

Please send the Quarterly Report:

By Email: accounting@voiceageevs.com

By Mail: **Accounting Department**
VoiceAge EVS LLC
620 Newport Center Drive, Suite 1100
Newport Beach, CA 92660
USA

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

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