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LICENSE AGREEMENT FOR USING THE MOBITEX INTERFACE SPECIFICATION

between

Mobitex Technology AB a Swedish company having its registered office in Gothenburg, hereinafter called "LICENSOR",

and

....., a company having its registered office address

..... hereinafter called "LICENSEE".

1 DEFINITIONS

As used in this Agreement the following terms have the following meanings.

"Licensed IPR" means the "Statement concerning intellectual property rights relating to Mobitex Interface" stated in Appendix 1.

"Support Materials" means any human-readable program listings, flow charts, logic diagrams, input and output forms, manuals, specifications, instructions, and other materials, and any copies of any of the foregoing in any medium, related to the Licensed IPR and delivered to LICENSEE in accordance with this Agreement.

"Program Concepts" means the techniques and ideas embodied and expressed in the Licensed IPR.

"Confidential Information" means all of the Licensed IPR, Support Materials, and Program Concepts.

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LICENSE GRANT

Subject to the terms and conditions of this Article 2, LICENSOR grants to LICENSEE the world-wide, non-transferable and non-exclusive right and license for duration of this Agreement:

- a) to use the Licensed IPR and Program Concepts to develop and manufacture among others terminals and applicable applications to be used on Mobitex Systems developed by the LICENSOR,
- b) to use Support Materials, but only as required to exercise the license granted in a) above,
- c) to make only as many copies of the Licensed IPR as are required for archival and back-up purposes,
- d) to install MIS on Licencee's intranet for internal use only, provided that Licencee staff follows this agreement.

LICENSOR shall retain on behalf of itself or the original owner title to any intellectual property rights, including patent, trademark, copyright, and trade secret rights, and title to copies of any or all media bearing the Licensed IPR, Support Materials, or Program Concepts and it is understood that Licensee receives no title or ownership to the Licensed IPR, Program Concepts and Support Materials.

LICENSEE may not, without LICENSOR's prior written consent, assign, delegate, pledge, sub-license or otherwise transfer this license, or any of its rights or obligations hereunder to any party, except to a successor to substantially all of LICENSEE's assets and business if the successor agrees in writing to be bound by this license.

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DELIVERY

Subject to conditions beyond its control, LICENSOR shall deliver to LICENSEE, in accordance with instructions agreed upon and with delivery costs prepaid, within two weeks from the signing and execution of this Agreement, the Licensed IPR on the medium stated in Appendix 1 and Program Concepts and Support Materials containing information reasonably sufficient to enable LICENSEE to exercise the license under paragraph a) of Article 2.

LICENSOR will, at its own expense, replace any Licensed IPR or Support Materials lost or damaged during delivery to LICENSEE.



4 PRICE AND PAYMENT

As consideration for the license granted hereunder LICENSEE shall pay to LICENSOR upon the coming into force of this Agreement, a license fee of USD 100 (including administration and shipment).

5 TERM AND TERMINATION

This Agreement shall come into force upon its execution and shall terminate:

- a) thirty days after LICENSOR gives LICENSEE notice of LICENSEE's material breach of any provision hereof, unless LICENSEE has cured the breach,
- b) immediately upon any attempt by LICENSEE to assign, delegate, or otherwise transfer this license, the Licensed IPR, the Support Materials, or any of its rights or obligations under this license, except as contemplated herein,
- c) at LICENSOR's option upon ten days written notice of termination, if LICENSEE becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, or

Upon termination of this Agreement:

- a) LICENSEE's obligations under Article 6 shall survive termination, and
- b) LICENSEE's rights under Article 2 shall immediately cease.

Each party's right to terminate this Agreement shall be in addition to any other rights provided by law or this agreement.

6 PROTECTION

LICENSEE shall have the following obligations regarding confidential treatment:

- a) LICENSEE acknowledges that any publication or disclosure to third parties of any Confidential Information may cause immediate and irreparable harm to LICENSOR. LICENSEE shall keep the Confidential Information strictly confidential and undertakes to treat it with the same care as LICENSEE treats its own most valuable technical and/or commercial secrets.



- b) LICENSEE shall not, without LICENSOR's prior written consent or as otherwise contemplated herein, disclose, provide, or make available any of the Confidential Information in any form to any person, except to employees or consultants of LICENSEE whose access is necessary to enable LICENSEE to exercise its rights under this license.
- c) LICENSEE shall require any employee or consultant having such access to agree to maintain the confidentiality of the Confidential Information and enter into a written confidentiality undertaking .

The following stipulations regarding the licence, copyright and copying shall apply, viz.

- a) LICENSEE shall refrain from copying all or any part of the Confidential Information, which is in human readable form, except if authorised in advance by LICENSOR.
- b) LICENSEE shall prohibit any copying of the Licensed IPR, Support Materials, or Program Concepts by any third party.
- c) On all authorised copies made by LICENSEE there shall be included proprietary, copyright, trade secret and warning legends, in the same form and location as any legend appearing on the original from which the copies are made, or in any other form and location specified by LICENSOR from time to time in writing.
- d) LICENSEE shall not remove any proprietary, copyright, trade secret or warning legend from any Licensed IPR or Support Materials.
- e) LICENSEE shall retain a log of the number and location of all originals and copies of the Licensed IPR and Support Materials.
- f) LICENSEE is not permitted to decompile or reverse engineer Licensed IPR or Program Concepts except to the extent permitted by compulsory law.
- g) LICENSEE recognises and accepts
 - (i) that a copyright notice on a document received from LICENSOR does not imply that such document is in the public domain and, consequently, does not relieve LICENSEE of its obligations in respect of such document pursuant to this Article 6, and
 - (ii) that the lack of a copyright notice on a document does not exclude the possibility that copyright exists in respect of such document.

The following after-termination stipulations shall apply, viz.



- a) Upon termination of this Agreement, LICENSEE shall delete the Licensed IPR from all other software into which it has been merged.
- b) Upon termination of this Agreement, LICENSEE shall immediately deliver to LICENSOR or destroy all copies of the Licensed IPR and Support Materials; provided that, upon LICENSOR's written consent, LICENSEE may retain one copy of the Licensed IPR and Support Materials for archival purposes only.
- c) Upon termination of this Agreement, LICENSEE shall erase all Licensed IPR from any storage media before discarding the storage media.
- e) Within one month after the termination of this Agreement, LICENSEE shall certify in writing to LICENSOR that, to the best of LICENSEE's knowledge, all copies of the Licensed IPR and Support Materials have been returned or destroyed, except for any archival copy permitted under paragraph b) above.

7 PENALTY

In the event LICENSEE should commit a material breach regarding the use and protection of the Licenced IPR, Support Materials and Program Concepts, of any provision of this agreement, then Licensee shall be liable to pay LICENSOR a penalty of USD 500,000 provided however that LICENSOR may claim larger damages upon proof that the real injury corresponds to a greater amount than such agreed penalty and without prejudice to LICENSORS right to terminate this agreement.

8 WARRANTY

LICENSOR do not warrants the Licensed IPR, Program Concepts or Support Materials, which are deemed to be delivered "AS IS".

FOR THE AVOIDANCE OF ANY DOUBT, LICENSOR DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LICENSEE shall be solely responsible for assuring

- a) that the developed and manufactured modems are compatible with the Mobitex System,
- b) the accuracy of any input data, and



- c) proper use of the Licensed IPR, Program Concepts and Support Materials.

9 INDEMNIFICATION

LICENSOR shall indemnify LICENSEE against the liabilities and costs, including reasonable attorneys' fees, of defending any suit arising from alleged infringement by any of the Licensed IPR of any patent or copyright, or the trademark, trade secret, or unfair competition rights of a third party, provided that LICENSEE promptly notifies LICENSOR in writing of the suit or any claim of infringement and that LICENSOR is permitted to control fully the defence and any settlement of the suit. LICENSEE shall co-operate fully in the defence of the suit, and may appear, at its own expense, through counsel of its choice. LICENSOR may settle any such suit on a basis requiring LICENSOR to substitute for the Licensed IPR and Support Materials substantially equivalent programs and Support Materials.

10 LIMITATION OF LIABILITY

LICENSOR will have no liability for any losses or damages, whether direct, indirect, incidental or consequential, including but not limited to loss of use, loss of profit, loss of data, loss of production and loss of business, arising from the design or use of any of the Licensed IPR, Program Concepts or Support Materials

LICENSEE will not be liable to the LICENSOR under this agreement with the exception of damages related to a breach of the obligations regarding the use and protection of the Licensed IPR, Support Materials and Program Concepts, for any losses or damages, whether direct, indirect, incidental or consequential, including but not limited to loss of use, loss of profit, loss of data, loss of production and loss of business.

11 UPGRADES AND MODIFICATIONS

LICENSOR undertakes to furnish LICENSEE with upgrades and modifications of the Licensed IPR, Program Concepts and Support Materials as long as this agreement remain in force.

The provisions of this agreement shall apply for such upgrades and modifications. However, LICENSOR is entitled to charge LICENSEE an additional license fee for the upgrades and modifications.



12 NOTICES

Any notice required or permitted to be given by either party under this Agreement shall be in writing and may be sent by registered airmail letter or telefacsimile or by personal delivery.

Such notice shall be deemed to be given

- if sent by registered airmail letter three days after the day of dispatch,
- if sent by telefacsimile on the day of submission,
- if sent by personal delivery on the day of delivery.

13 GOVERNING LAW AND ARBITRATION

The laws of Sweden shall govern the construction and performance of this Agreement.

All disputes arising in connection with this Agreement shall be finally settled in Stockholm, Sweden, under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the Rules. The English language shall be used in the proceedings.



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ENTIRE AGREEMENT

This Agreement has the following Appendices that form an integral part thereof:

Appendix 1: Licensed IPR, Statement Concerning Intellectual Property Rights Relating to Mobitex Interface.

This Agreement contains the entire agreement between the parties on the subject-matter of this Agreement, and supersedes all representations, undertakings and agreements previously made between the parties with respect to the subject-matter of this Agreement.

LICENSOR

LICENSEE

Signature:

.....

Name:

.....

Title:

.....

License key: _____



APPENDIX 1

STATEMENT CONCERNING INTELLECTUAL PROPERTY RIGHTS RELATING TO MOBITEX INTERFACE

MOBITEX is the registered trademark of a mobile data over radio system developed by Mobitex Technology AB (the "MOBITEX System"). Mobitex Technology AB ("Mobitex Technology AB Mobitex") has the exclusive right to all Intellectual Property Rights originated in the development of the MOBITEX System Interface specified in Specification LZB 139 55/LZY 232 105 ("Mobitex Technology AB Mobitex IPR").

Note: LZB 139 55 is the binder version and LZY 232 105 is the CD-version of the MOBITEX System Interface specification.

Mobitex Technology AB Mobitex will not assert any Mobitex Technology AB Mobitex IPR necessary for the design, manufacture, sale or use, worldwide, of user equipment or software, compatible with the MOBITEX System Interface specified in Specification LZB 139 55/LZY 232 105, to be used with MOBITEX Systems, against

- 1) equipment manufacturers
 - 2) system operators, or
 - 3) users of systems and terminals;
- provided, however, that
- a) such equipment fully complies with Mobitex Technology AB Mobitex's MOBITEX System Interface specified in Specification LZB139 55/ LZY 232 105, and that the equipment is intended to be used in conjunction with MOBITEX Systems, and
 - b) such equipment is marked with the following legend:

Mobitex Interface, specified in Specification LZB 139 55 / LZY 232 105, compatible equipment



To the extent that such marking is impracticable, as in a case of a software interface, the instruction manual for use of the interface will prominently and clearly display the legend referred to above in a preface to the manual.

Nothing in this Agreement is to be interpreted as the transfer of any right to market any equipment under the trademark MOBITEX, or to adopt any trademark that is confusingly similar thereto.

MOBITEX TECHNOLOGY AB