

## EGC SUBSCRIPTION AGREEMENT

THIS EGC SUBSCRIPTION AGREEMENT (“**Agreement**”) is made effective as of \_\_\_\_\_, 2023 (the “**Effective Date**”), by and between Allied Security Trust I, a Delaware statutory trust with an address at 100 Overlook Center, 2nd Floor, Princeton, New Jersey 08540 (“**AST**”) and \_\_\_\_\_, a \_\_\_\_\_ corporation with an address at \_\_\_\_\_ (“**EGC**”).

### RECITALS

WHEREAS, AST was formed for the purpose of enabling operating companies to collaboratively identify, acquire and obtain rights to patent portfolios offered for sale;

WHEREAS, EGC desires to obtain a patent license to any Patent Portfolios that a Series of AST acquires, and AST desires that EGC grant to the Members of AST a patent license to any EGC Patents (as defined below), effective upon the occurrence of a Triggering Event (as defined below), all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree to the foregoing and as follows:

### ARTICLE 1 DEFINITIONS

Unless otherwise defined in the Agreement or provided or required by the context:

- 1.1 “*Affiliate*” means, with respect to an Entity, any other Entity that, as of or after the Effective Date, directly or indirectly Controls, is Controlled by, or is under common Control with such Entity, but only for the time period during which such control exists. In any country where the local law does not permit foreign equity participation of greater than fifty percent (50%), “*Affiliate*” also includes any Entity in which an Entity owns or controls, directly or indirectly, the maximum percentage of voting stock or other ownership interest permitted by local law.
- 1.2 “*Annual Payment*” shall have the meaning set forth in Section 2.3.
- 1.3 “*Assertion Entity*” means an Entity that, taken collectively with its Affiliates, earned, in the twelve-month period preceding the purported Trigger Event, a majority of its revenue from asserting or enforcing Patents.
- 1.4 “*Basic License*” shall have the meaning set forth in Section 4.1.
- 1.5 “*Confidential Information*” shall have the meaning set forth in Section 5.1.

- 1.6** “*Control*” of an Entity means ownership or control, directly or indirectly, of a majority of the voting stock or other ownership interest of such Entity, or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Entity by any means whatsoever.
- 1.7** “*EGC Patents*” means: (i) all Patents owned at any time during the term of this Agreement by EGC or by any of its Affiliates; (ii) Patents to which any of the Patents covered by clause (i) directly or indirectly claims, or forms the basis for, priority anywhere in the world; (iii) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications and divisions of the items covered by clauses (i) and (ii); (iv) all foreign counterparts to the items covered by clauses (i), (ii) or (iii); and (v) all patents that issue from applications included in clauses (i), (ii), (iii) or (iv).
- 1.8** “*Eligible Entity*” means an entity that (a) is a company in a technology sector and derives the majority of its revenue from the sale of products, and/or services, and/or from technology licensing activity, and (b) has annual revenues that are no greater than five hundred million dollars (USD \$500,000,000). For purposes of clarification, an entity that derives, or plans to derive, the majority of its revenue from licensing or enforcing patents, is not an “Eligible Entity”.
- 1.9** “*Entity*” means a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing
- 1.10** “*Members*” means, collectively, (a) operating entities who are signatories to the Trust Agreement, and (b) operating entities that have entered into a Master Subscription Agreement with AST.
- 1.11** “*Patent Portfolio*” means one or more Patents and any other related assets purchased by a Series.
- 1.12** “*Patent(s)*” means patents, patent applications and related documentation.
- 1.13** “*Series*” means a separate series of AST with separate and distinct rights, powers, duties, obligations and business and investment objectives.
- 1.14** “*Terminated EGC*” shall have the meaning set forth in Section 2.5.
- 1.15** “*Termination Event*” shall have the meaning set forth in Section 2.4.
- 1.16** “*Triggering Event*” means, with respect to any EGC Patent, the transfer, sale or assignment of, the grant of an exclusive license under, or the grant of a right to enforce, such EGC Patent to an Assertion Entity, whether during or after the term of this Agreement.
- 1.17** “*Trust Agreement*” means collectively, (a) the most current restatement of the trust agreement governing AST, which as of the Effective Date is the Fourth

Restated Trust Agreement dated March 10, 2021; (b) any amendments to the Trust Agreement described in clause (a) enacted prior to a restatement; (c) any bylaws or resolutions enacted by the Board of AST; and (d) any policies or procedures implemented by the officers of AST.

## **ARTICLE 2 EGC RIGHTS AND OBLIGATIONS**

- 2.1 Eligible Entity.** EGC represents and warrants that, as of the Effective Date, EGC is an Eligible Entity.
- 2.2 Termination.** EGC or AST may terminate this Agreement at any time without cause upon one hundred and twenty (120) days prior written notice (e.g., not later than 11:59 EST on September 2nd in any given year in order to terminate at 11:59pm EST on December 31st of that year), but if by EGC no refund of the Annual Payment will be made. EGC may also terminate this Agreement immediately prior to a Change in Control of EGC.
- 2.3 Payments.**
- (a) EGC shall make an annual payment per year (the “*Annual Payment*”) as follows. If EGC has annual revenues in the prior calendar year that are less than two hundred and fifty million dollars (USD \$250,000,000), then the Annual Payment will be \$0. If EGC has annual revenues in the prior calendar year that are greater than two hundred and fifty million dollars (USD \$250,000,000) but less than five hundred million dollars (USD \$500,000,000), then the Annual Payment will be ten thousand dollars (\$10,000).
  - (b) Notice of the Annual Payment for each subsequent year shall be provided by AST to EGC at least ninety (90) days prior to the beginning of each calendar year. The Annual Payment for each year beyond the initial annual period shall be paid in full by EGC within thirty (30) days following the beginning of the calendar year. By January 31 of each year, EGC shall provide to AST a written notice setting forth EGC’s revenues for the prior calendar year.
- 2.4 EGC Termination Events.** AST may terminate this Agreement for the following reasons (each, a “*Termination Event*”) resulting in the consequences set forth in Section 2.5 hereof:
- (a) Upon notice if EGC breaches the confidentiality provisions of Section 5.1;
  - (b) Failure by EGC to pay the Annual Payment payable within thirty (30) days of notice by AST to EGC that such payment is delinquent; or
  - (c) If EGC ceases to be an Eligible Entity.

Termination under this Section 2.4 shall be effective upon written notice from AST to the applicable EGC. Termination under Section 2.2 shall be effective as provided therein.

**2.5 Effect of Termination.** Upon any termination of this Agreement (EGC being, each case, "*Terminated EGC*"):

- (a) Terminated EGC shall remain licensed to Patent(s) to which it was licensed prior to the effective date of the termination.
- (b) Section 4.2 shall survive as to all EGC Patents, including Patents that first qualify as EGC Patents after such termination.
- (c) AST shall retain the right to pursue a claim at law or in equity against the Terminated EGC with respect to the applicable Termination Event.
- (d) If AST terminated this Agreement without cause under Section 2.2 or by reason of EGC ceasing to be an Eligible Entity, then AST shall refund to EGC a pro-rata amount of the Annual Payment paid by EGC for the then-current calendar year.

### **ARTICLE 3 TAX MATTERS**

#### **3.1 Tax Matters.**

- (a) AST and EGC agree that, for U.S. federal, state and local income tax purposes, any payments made by EGC to AST are not capital contributions to AST or any Series, and EGC is not a Participant in AST or any Series.
- (b) AST and EGC acknowledge and agree that for U.S. federal, state and local income tax purposes, EGC is not a partner in AST or any Series thereof. AST and EGC further acknowledge and agree that the Annual Payments shall be treated as a license payment to AST or its respective Series, as appropriate, for U.S. federal, state and local income tax purposes. AST and EGC agree and covenant not to take any position on any tax return inconsistent with this Section 3.1(b), including but not limited to reporting EGC as a partner on any IRS Form 1065 or similar state or local form filed by or on behalf of AST (or a Series) unless otherwise required by the Internal Revenue Service, a court of law or change in applicable law. In the event AST receives notice of an inquiry or audit from federal or any state tax authority with a scope including the obligations hereunder, AST shall give EGC reasonable notice and an opportunity to participate in relevant portions of such audit or inquiry. In the case of any change in applicable law which AST has determined would prevent AST from meeting its tax reporting covenants herein, AST shall give EGC reasonable notice of its determination and EGC shall have the right to terminate this Agreement pursuant to Section 2.2.

- (c) AST (or its respective LLC or Series) shall provide the EGC any IRS Forms W-4, W-8, or W-9 or other tax certificates or forms EGC may request in order to allow EGC to meet its withholding and information reporting obligations under any applicable tax law. To the extent EGC (in consultation with AST) determines any amounts due hereunder are required to be deducted or withheld from in respect of AST (or a Series), such amounts shall be treated for all purposes of this Agreement as having been paid to AST (or a Series).

#### ARTICLE 4 PATENT LICENSES

- 4.1 Patent License to Acquired Patents.** AST will cause each Series that successfully acquires a Patent Portfolio (including the IP3 Series) to grant to EGC a non-exclusive license to such acquired Patent Portfolio, including (if part of the acquisition) all continuations, divisionals and reissues thereof in the form set forth in [www.fastip.com](http://www.fastip.com) and referred to as “Participant Form of Patent License Agreement” (a “*Basic License*”) to the extent the Series in which such Patent Portfolio has sufficient right to grant such license. For clarity, the EGC would not receive any rights under any Sublicense Rights Agreement (an agreement where AST does not acquire patents but just obtains a right to grant sublicenses under patents) that AST may enter into, unless AST is able to grant a sublicense to EGC under such Sublicense Rights Agreement and the EGC pays the applicable sublicense fee under such Sublicense Rights Agreement.
- 4.2 Patent License to EGC Patents.** EGC, on behalf of itself and each of its Affiliates, hereby grants to every Member (which is a current Member as of the applicable Triggering Event) and such Member’s Affiliates a license under each EGC Patent in the form set forth in Exhibit A. Such license is granted as of the Effective Date for all existing EGC Patents and, for any other Patent, the date on which it first qualifies as an EGC Patent; provided that the license under each EGC Patent will become exercisable only immediately prior to the applicable Triggering Event (for each such EGC Patent, the “*License Effective Date*”).

#### ARTICLE 5 MISCELLANEOUS

- 5.1 Confidentiality.**
- (a) Except as expressly provided otherwise in this Agreement, all information provided by AST in connection with the purpose of AST (“*Confidential Information*”), shall be held in strict confidence by EGC and EGC shall conduct its activities in a manner that reasonably safeguards such Confidential Information. Notwithstanding the forgoing, the Confidential Information may be disclosed (i) by EGC to full-time employees and contractors of EGC that are under suitable confidentiality obligations, (ii) by EGC or the Trustee to its legal

counsel; (iii) in confidence to EGC's professional advisors or lending institutions, and (iv) as required by applicable law, regulation or court order.

- (b) EGC shall use Confidential Information only for purposes of AST. The obligations of confidentiality and use set forth in this Section 5.1 shall not apply to any portion of the Confidential Information that (i) is already known to EGC at the time of receipt of such Confidential Information, (ii) becomes known to EGC from a source independent of AST, (iii) is independently developed by EGC without reference to or use of the Confidential Information, (iv) is publicly known at the time of disclosure to EGC, or (v) becomes publicly known after disclosure to EGC through no fault of EGC. Additionally, EGC shall have the right to disclose Confidential Information to the extent required to be disclosed by applicable law, regulation or order of a governmental agency, legislative body or court of competent jurisdiction. AST, or the applicable Series, shall have the right to disclose to an acquirer of a Patent Portfolio the identity of EGC as a licensee of such Patent Portfolio.

- 5.2 Survival.** Upon any termination of this Agreement, including through a voluntary withdrawal or termination of EGC, the following Sections of this Agreement shall survive: ARTICLE 1, Section 2.5, ARTICLE 4 and Section 5.1.
- 5.3 Applicable Law.** This Agreement is governed by and construed and administered according to the applicable laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.
- 5.4 Venue.** Exclusive venue for an action or proceeding seeking to enforce the confidentiality provisions hereof or any other action or proceeding will be brought exclusively in the Court of Chancery in the State of Delaware and each of the parties consents to the jurisdiction of such court (and of the appropriate appellate courts) in any such action and proceeding and waives any objection to venue laid therein, and consents to service of process in connection therewith by mail in accordance with Section 5.9.
- 5.5 Successors and Assigns.** Except as otherwise expressly provided under this Agreement neither this Agreement nor any right or obligation hereunder may be assigned or otherwise transferred (whether voluntarily, by operation of law or otherwise), without the prior express written consent of the other party; provided, however, that EGC may, without such consent, assign this Agreement and its rights and obligations hereunder (a) to an Affiliate, or (b) in connection with the transfer or sale of all or substantially all of its business or assets, or in the event of its merger, consolidation, change in control or other similar transaction. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Any attempted assignment in violation of the foregoing shall be null and void and of no effect and shall constitute a material breach of this Agreement.

- 5.6 Severability.** The provisions of this Agreement are severable. If any provision hereof shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such provision only in such jurisdiction and shall not affect any other provision of this Agreement.
- 5.7 Headings.** Headings contained in this Agreement are inserted for convenience of reference only and do not affect the interpretation of this Agreement or any provision hereof.
- 5.8 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.
- 5.9 Notices.** Any consent, notice or report required or permitted to be given or made under this Agreement shall be in writing, facsimile or electronically and addressed to the applicable party at its address indicated on its applicable signature page (as such address may be amended from time to time by a party), and shall be effective upon delivery to the addressee. EGC agrees that it will maintain the notice address and designee promptly after any change in such individual or address

*[Remainder of Page Intentionally Left Blank]*

In Witness Whereof, the undersigned, being AST and the EGC, have executed this Agreement effective as of the Effective Date.

ALLIED SECURITY TRUST I

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_



## Exhibit A

### License Terms

#### 1. DEFINITIONS.

- 1.1 Authorized Third Party** means any Entity that is implicitly or explicitly authorized by Member or its Affiliates as of or after the License Effective Date, to exercise any legal rights or to perform any activities with respect to an Acquired Item, including without limitation manufacturers, original equipment or device manufacturers, assemblers, replicators, integrators, distributors, resellers, value-added resellers, customers and users, but only for the time period during which such authorization exists.
- 1.2 Licensed Product** means any product, hardware, software, service or material the making, using, offering for sale, selling, importing or hosting of which would directly or indirectly infringe a claim of the EGC Patents.
- 1.3 Program** means a plurality of instructions capable of being interpreted or executed by a device, whether or not such instructions are in machine-readable form and whether or not such instructions require some processing (such as assembly or compilation) prior to interpretation or execution and whether or not such instructions are implemented in hardware or software.
- 1.4 Scope of Activities and Rights.** The terms sell, offer for sale and import, and cognate forms thereof, as used throughout this Exhibit A with reference to Licensed Products and Acquired Items, include without limitation, license, lease, offer for license or lease, distribute, dispose of and any other form or type of conveyance.
- 1.5 Acquired Item** means (i) an item obtained, directly or indirectly, from Member or any of its Affiliates, wherein such obtained item individually embodies one or more elements of a claim of an EGC Patent, but is not itself a Licensed Product; (ii) plural items obtained, directly or indirectly, from Member or any of its Affiliates, wherein such obtained items, as used together, both embody one or more elements of a claim of an EGC Patent and are not a Licensed Product; and/or (iii) a Licensed Product obtained, directly or indirectly, from Member or any of its Affiliates, whether any such Licensed Product is so obtained as a single product, or as a plurality of products that together form the Licensed Product. An item, as used herein, may be an article, component, software, specification, design, architecture, or other embodiment of one or more elements of a claim of an EGC Patent. An Acquired Item shall also include a specification, design, architecture, technology, standard and/or interface licensed, provided, specified, distributed and/or developed, in whole or in part, by Member or its Affiliates.

## 2. LICENSE GRANT AND IMMUNITIES.

**2.1 Grant.** EGC hereby grants to Member and its Affiliates a perpetual, irrevocable, non-exclusive, non-transferable (except as set forth in Section 6.1 of this Exhibit A), non-sublicensable (except as set forth in Section 2.2 of this Exhibit A), fully paid-up, worldwide license under the EGC Patents (i) to research, develop, make, have made, use, host, offer for sale, sell, distribute directly or indirectly, import and otherwise dispose of any Licensed Product, and (ii) to practice any method, service, process or procedure within the EGC Patents.

### 2.2 Sublicenses.

**2.2.1 Sublicenses for Software.** The licenses set forth in Section 2.1 of this Exhibit A each includes the limited right by Member and its Affiliates to sublicense to (a) distributors or resellers of Member or its Affiliates through multiple tiers solely for the purpose of reproducing and distributing (optionally, under such distributor's or reseller's own license(s)) Licensed Product(s) (including bundling unmodified software component(s) of the Licensed Product(s) with other software products) developed by or for the Member or its Affiliates, and (b) end user customers of Member's or its Affiliate's Licensed Product(s) to permit such customers to use such Licensed Product(s) (including practicing any method, process or procedure applicable to such Licensed Product) and to reproduce any software component(s) of such Licensed Product(s).

**2.2.2 Sublicense Upon Sale of a Business.** Member and its Affiliates shall have the right to sublicense a third party under all or any portion of the rights and licenses granted herein in connection with the sale, transfer or other disposition to that third party of a portion of Member's or any of its Affiliates' business related to the rights granted under this Exhibit A (a "*Spin-Out*"), and any such sublicensee shall have the same right to grant further sublicenses to another third party in connection with any further sale, transfer or other disposition of a material portion of the Spin-Out.

**2.2.3 Immunity for Certain Program Modifications.** EGC hereby grants to all third parties (including but not limited to Member's Affiliates, customers, distributors (direct and indirect) and end users) who receive Programs from Member or any of its Affiliates that are Licensed Products a perpetual, irrevocable, non-exclusive, non-transferable, non-sublicensable, fully paid-up, worldwide license under the EGC Patents for the formation, modification, use, sale, offer for sale, importation, distribution or other transfer of any changes or modifications or any additions where such additions do not significantly change the features or functions of such Programs or significantly add to the value of the such Programs.

**2.2.4** The license set forth in Section 2.1 of this Exhibit A and any sublicense granted pursuant to Section 2.2 of this Exhibit A each includes the rights required to distribute software licensed under the GNU General Public License Version 2 (in particular, as required by Section 7) and Version 3 (in particular, as required by clause 3 of the fifth paragraph of Section 11 and Section 12).

**2.2.5** Member and its Affiliates shall have the right to grant sublicenses, under all or any portion of the rights and licenses granted herein, to Authorized Third Parties of Member or its Affiliates to make, have made, use, sell, have sold, offer for sale, license, and import that portion of any product or method that implements, incorporates, conforms to, is derived from and/or complies with specifications, designs, architectures, technologies, standards, and/or interfaces licensed, provided, specified, distributed, and/or developed, in whole or in part, by Member or its Affiliates, provided however, that such sublicenses shall extend only to those portions of such specifications, designs, architectures, technologies, standards, and/or interfaces that are owned by or were developed by Member or its Affiliates, or for which Member or its Affiliates has undertaken an indemnification obligation.

**2.3 Combinations.** Authorized Third Parties who obtain an Acquired Item shall be granted a non-exclusive sublicense under the EGC Patents to:

- (a) make, use, sell, offer for sale, or import:
  - (i) a combination of Acquired Items; and/or
  - (ii) a combination of one or more Acquired Items with one or more other items;

provided and to the extent that the Acquired Item(s), so combined, give rise to the combination being a Licensed Product; and provided further that, the Authorized Third Parties are not so licensed under this Section 2.3(a) for making, using, selling, offering for sale or importing of the one or more other items apart from such combination; and/or

- (b) use a method or process that includes steps implemented by an Acquired Item in combination with other steps, and to sell, offer for sale, or import products resulting from such method or process.

**2.4 Rights of Third Party Manufacturer.** A product or Program which, if assembled or copied by Member or any of its Affiliates, would be a Licensed Product shall also be licensed and subject to the same rights and immunities granted herein if assembled or copied by a third party for or on behalf of Member or any of Member's Affiliates.

**2.5 Interfaces.** If Member or any of its Affiliates licenses or provides a proprietary specification to a third party, where such specification includes a definition of one or more proprietary communication interfaces or protocols that are necessary for a third party product to interoperate with a Licensed Product and such proprietary specification is not associated with any industry standards specification, such third party shall be immune from any claim or suit under any EGC Patent for making, using, importing, selling and/or offering for sale those portions of such third party product that implement such proprietary communication interfaces or protocols to communicate with such product or portion thereof that is a Licensed Product.

### **3. RELEASE**

**3.1** EGC hereby releases, acquits and forever discharges Member, its Affiliates, Authorized Third Parties, and all of its and their respective predecessors, successors, agents, attorneys, insurers, servants, distributors, retailers, resellers (including but not limited to value-added resellers), manufacturers (including but not limited to original equipment or device manufacturers), suppliers, assemblers, replicators, integrators, employees, officers, directors, shareholders, owners, users, and customers (collectively “**Member Released Parties**”) from all actions, causes of action, claims or demands, liabilities, losses, damages, attorneys’ fees, court costs, or any other form of claim or compensation for known and unknown acts, related to or based upon any claim of infringement of the EGC Patents, that occurred prior to the License Effective Date (“**Member Claims**”) and EGC hereby covenants not to sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) any Member Released Party with any such Member Claims; provided that the rights granted under this Exhibit A would be a complete defense against such Member Claims had such acts occurred as of or after the License Effective Date. The release granted under this Section 3.1 to each Member Released Party (other than the Member itself and any of its Affiliates) shall be only to the extent of its capacity as such of, for or on behalf of Member or any of its Affiliates.

**3.2 Acquired Company.** Effective as of the closing of the acquisition of an Entity subject to this Section 3.2, EGC hereby releases, acquits and forever discharges any Entity that is acquired by Member or any of its Affiliates after the License Effective Date (“**Acquired Company**”), its Affiliates, its Authorized Third Parties and all of its and their insurers, attorneys, servants, officers, employees, agents, directors, shareholders, owners, users, customers, distributors, resellers (including but not limited to value-added resellers), manufacturers (including but not limited to original equipment or device manufacturers), suppliers, assemblers, replicators, and integrators (collectively “**Acquired Company Released Parties**”) from all actions, causes of action, claims or demands, liabilities, losses, damages, attorneys’ fees, court costs, or any other form of claim or compensation for known and unknown acts related to or based upon any claim of infringement of the EGC Patents that occurred prior to the closing date of the acquisition of such Acquired Company (“**Acquired Company Claims**”), and EGC hereby

covenants not to sue or threaten to sue (or instruct, encourage or aid a third party to sue or threaten to sue) any Acquired Company Released Party with any such Acquired Company Claims; provided that the rights granted under this Exhibit A would be a complete defense against such Acquired Company claims had such acts occurred after the closing date of such acquisition. The release granted under this Section 3.2 to an Acquired Company Released Party (other than the Acquired Company itself and its Affiliates) shall be only to the extent of its capacity as such of, for or on behalf of such Acquired Company.

- 3.3 Release of Unknown Claims.** Each release contained in this Exhibit A extends to claims to which EGC does not know or suspect to exist in its favor, which if known by it, would have materially affected its decision to enter into the releases contained in this Exhibit A. EGC acknowledges that it is familiar with Section 1542 of the Civil Code of the State of California (and similar or analogous statutes and common law in other relevant jurisdictions), which is quoted 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.

EGC expressly waives its right under Section 1542 (and the similar or analogous statutes and common law in other relevant jurisdictions) as to any unknown claims within the scope of the releases under this Exhibit A.

**4. TERM.**

The term of license granted herein shall commence on the License Effective Date and shall continue in full force and effect until the last to expire of the EGC Patents.

**5. MISCELLANEOUS.**

- 5.1 Assignment.** Member and its Affiliates shall have the right to assign the rights granted under this Exhibit A without the prior written consent of EGC in connection with the transfer or sale of all or substantially all of its business or assets related to the technology covered by the EGC Patents, or in the event of its merger, consolidation, change in control or other similar transaction.
- 5.2 Severability.** If any term, clause or provision of this Exhibit A shall be determined to be invalid, the validity of any other term, clause or provision shall not be affected; and such invalid term, clause or provision shall be deemed deleted from this Exhibit A.

**5.3 Headings.** The headings and captions used in this Exhibit A are for convenience only and shall not be considered in construing or interpreting the terms of this Exhibit A.