MOSOLABS LICENSE AGREEMENT

ANY USE OR POSSESSION OF MOSOLABS PRODUCTS AND/OR SOFTWARE ACKNOWLEDGES AGREEMENT TO THE FOLLOWING:

1. DEFINITIONS

Capitalized terms have the meanings set forth before below or elsewhere in this Agreement.

1.1 “MosoLabs Products” or “Products” means any product developed, manufactured, or provided by MosoLabs. Products includes hardware products with embedded software (“Product Software”) and Software for private networks including, but not limited to, 4G and 5G radios/small cells, cellular devices/UEs, and smart Ethernet switches.

1.2 “Software” means those Software developed or provided by MosoLabs. Software includes software applications for private networks including, but not limited to, device management software applications. Software applications may be run as-a-service hosted by MosoLabs or hosted on End User systems.

1.3 “End User” means the business entity using or in possession of MosoLabs Products and/or Software.

1.4 “Intellectual Property Rights” means any copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contractual rights of non-disclosure or any other intellectual property or proprietary rights, however arising, throughout the world.

MosoLabs and End User shall be individually referred to as a “Party” and collectively referred to as the “Parties”.

2. PRODUCT SOFTWARE

2.1 End User acknowledges that Products come pre-installed with Product Software. MosoLabs grants to End User a non-transferable, non-exclusive, royalty-free right and license (except for third-party software, where applicable) to use Product Software provided by MosoLabs under this Agreement following the terms and conditions set in Section 2.

2.2 Product Software shall be used only by the End User with a valid, authorized license. End User shall not share the Product Software with any non-authorized third-party. The rights granted to End User to use the Products under this Agreement do not convey any additional rights in the Product Software, or in any Intellectual Property Rights associated therewith. For the avoidance of doubt, subject only to limited rights to

access and use the Product Software as expressly stated herein, all rights, title and interest in and to the Product Software, including all Intellectual Property Rights, will remain with and belong exclusively to MosoLabs.

3. SOFTWARE

3.1 MosoLabs may provide Software applications to be run by End User or provide Software-as-a-service ("Service") hosted by MosoLabs. MosoLabs' Software applications are intended to be used in conjunction with Products and sold separately from Products. MosoLabs grants to End User a non-transferable, non-exclusive, royalty-free right and license (except for third-party software, where applicable) to use Software provided by MosoLabs under this Agreement following the terms and conditions set in Section 3.

3.2 The Software can be used internally by End User provided End User pays in full for the Software license and Product licenses for access. Software shall be used only by the End User with a valid, authorized license. End User shall not share the Software with any non-authorized third-party. The rights granted to End User to use the Software under this Agreement do not convey any additional rights in the Software or the Service, or in any Intellectual Property Rights associated therewith. For the avoidance of doubt, subject only to limited rights to access and use the Software as expressly stated herein, all rights, title and interest in and to the Software, including all Intellectual Property Rights, will remain with and belong exclusively to MosoLabs.

4. INTELLECTUAL PROPERTY

4.1 MosoLabs warrants that it owns all right, title, and interest in MosoLabs Products, Product Software, and Software and that it has the right to grant the licenses described in Section 2 and Section 3 without the consent of any other person.

4.2 End User acknowledges that MosoLabs Products and Software embody valuable trade secrets of MosoLabs and its suppliers. End User shall not (a) adapt, reproduce, enhance, translate or otherwise modify the Products or Software or any portion thereof without MosoLabs express prior written approval, (b) reverse engineer, decompile, disassemble or engage in any other similar manipulation of the Products or Software, (c) attempt to bypass, replicate in part or whole, or in any way modify Software that directly or indirectly provide features and functionality to other Products or Software (d) remove or otherwise alter in any way any trademark, copyright notice or any other proprietary notice or legend or the like affixed or otherwise attached to the Products or Software.

4.3 Regarding the trademarks, trade names, logos, and product names of MosoLabs, MosoLabs Products, or Software, (a) End User shall not adopt, use or register any acronym, trademark, trade name or other marketing name confusingly similar to them or undertake any action that will interfere with or diminish the right, title,

or interest of MosoLabs and (b) End User acknowledges that any use of them by End User will not directly or indirectly create in End User any right, title or interest in them.

4.4 As between End User and MosoLabs, MosoLabs and its suppliers shall retain exclusive ownership of all worldwide Intellectual Property Rights in and to the MosoLabs Products, the documentation, the marketing materials, and any updates, upgrades, modifications, or enhancements thereto, and any derivative works thereof. End User will not (a) take any action that may interfere with MosoLabs' rights in or to its Intellectual Property Rights, (b) challenge any right, title, or interest of MosoLabs in or to its Intellectual Property Rights, or (c) make any claim or take any action adverse to MosoLabs' ownership of its Intellectual Property Rights. Except as otherwise expressly provided herein, nothing in this Agreement creates any right of ownership or license in and to MosoLabs Intellectual Property Rights.

5. SUPPORT

5.1 Reseller will provide End Users front-line support services relating to MosoLabs Products and Software. Such front-line support services include without limitation: (i) receiving requests for assistance and support from End Users, (ii) gathering the necessary detailed information about each request for assistance, (iii) communicating with MosoLabs regarding problems that cannot be solved using Reseller's resources solely, (iv) coordinating with and passing through to End Users any Second-Line support provided by MosoLabs to Reseller, and (v) whenever MosoLabs is involved, keeping MosoLabs informed on the status of the resolution effort.

6. WARRANTY

6.1 MosoLabs does not warrant that the operation of MosoLabs Products, Product Software, or Software will meet End User's requirements or be error free.

6.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, MOSOLABS DOES NOT MAKE ANY REPRESENTATIONS OR GRANT ANY WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY WAIVES AND DISCLAIMS ALL WARRANTIES THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

7. INDEMNIFICATION

7.1 MosoLabs shall, at its expense, defend, indemnify and hold harmless End User from and against any claims made by any third parties, resulting in judgments, losses,

damages, demands, payments, fines, costs, expenses (including, without limitation, any reasonable attorney fees and reasonable court courts), liabilities, and recoveries of any nature or description incurred by or against End User and finally ruled by a court or otherwise settled by the Parties, arising from or relating to the following to the extent attributable to MosoLabs: (i) any claim that any MosoLabs Product or Software used by the End User infringes or misappropriates any patent, trademark, copyright, trade secret or confidential information of any third party, or otherwise violates any intellectual property or proprietary right of a third party; (ii) any willful, intentional or wrongful or negligent action; or (iii) personal injury (including death) or damage, loss or destruction of real or personal property caused by any defect in MosoLabs Products or the negligence or misconduct of MosoLabs, if End User will (i) permit MosoLabs to fully control the defense, settlement, adjustment or compromise of any such claim or action, and (ii) End User provides any necessary information and assistance. MosoLabs will have no responsibility for the settlement of any claim, suit or proceeding made by End User without MosoLabs' prior written consent.

7.2 End User will indemnify, defend, and hold MosoLabs harmless against any and all damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by MosoLabs in connection with any third- party suit, action, claim or proceeding arising out of or in connection with: (i) End User's failure to comply with applicable laws, rules, or regulations, (ii) End User's breach of this Agreement, or (iii) the negligence or intentional misconduct of End User or its employees and agents, including, without limitation, faulty installation of MosoLabs Products or Software.

7.3 The obligations of MosoLabs contained in Section 7.1(i) do not apply if and only to the extent the allegedly infringing products or portions or components thereof are based on or attributable to: (i) MosoLabs Products and/or Software bundled with or used in combination with any third-party hardware and/or software, products, hardware, devices or any object not furnished by MosoLabs, or chipsets, and the claim or proceeding would have been avoided if such third-party hardware and/or software, products, hardware, devices, or objects had not been so bundled with or in combination with, unless expressly agreed by MosoLabs; (ii) the modification of Products which were not contemplated by the Parties and, where such infringement claim would not have occurred but for such modification; (iii) the implementation of a Standard in the Products, wherein "Standard" means any standard adopted from time to time by a standard setting organization (SSO), e.g. IEEE; and, (iv) the result of continued use of a Product after MosoLabs has made a non-infringing, functionally-equivalent, and non-breaching release of such Product available and afforded a reasonable time period for installation, if the alleged infringement would not have occurred but for such continued use.

8 TERM AND TERMINATION

8.1 This Agreement shall become effective on the date MosoLabs Products or Software are received by End User and shall remain in effect until End User no longer has possession of MosoLabs Products or Software at which point the Agreement will be

considered terminated.

8.2 MosoLabs may terminate this agreement and revoke any and all licenses if (a) the End User materially breaches this Agreement and fails to cure such breach within said thirty (30) days; (b) immediately (without a cure period) upon written notice (i) if End User materially breaches Section 2 (Product Software), or Section 3 (Software), or Section 4 (Intellectual Property); or (ii) by either Party if the other Party becomes subject to appointment of a trustee or receiver for all or any part of its assets, becomes insolvent or bankrupt, or makes any assignment for the benefit of creditors. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR DAMAGES OR PAYMENTS OF ANY KIND, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ON ACCOUNT OF THE TERMINATION OR EXPIRATION OF THIS AGREEMENT IN ACCORDANCE WITH THIS SECTION.**

8.3 Survival. The provisions of Section 4 (Intellectual Property), Section 6 (Warranty), Section 7 (Indemnification), Section 9 (Limitation of Liability), Section 11 (Miscellaneous) shall survive the termination of this Agreement for any reason.

9. LIMITATION OF LIABILITY

9.1 IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY, INCIDENTAL, MULTIPLE, CONSEQUENTIAL, OR TORT DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT DUE HEREUNDER TO SUCH PARTY FOR PURCHASES OF ITS PRODUCTS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

10 COMPLIANCE WITH LAW, EXPORT REQUIREMENT, AND FOREIGN RESHIPMENT LIABILITY

10.1 Each Party shall comply with all applicable federal, state and local laws and regulations in connection with its performance under this Agreement. Without limiting the foregoing, each Party shall also comply with all applicable export laws, regulations, and requirements, including export control laws and regulations of the United States, and the United States' economic trade sanction laws and regulations ("Export Control"). Regardless of any disclosure End User may make to MosoLabs of an ultimate destination of Products, notwithstanding anything contained in this Agreement to the

contrary, End User will not (a) modify, export, or re-export, either directly or indirectly, any MosoLabs Products or Software to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses from the government of the United States or any other country that imposes Export Control; (b) provide MosoLabs Products or Software, directly or indirectly, to any person or entity located in a country or region that is subject to a comprehensive trade embargo by the United States or to a proscribed party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list", the United States Commerce Department's "BIS Entity List", the European Commission's "Consolidated list of persons, groups and entities subject to EU financial sanctions", the United Kingdom HM Treasury's Office of Financial Sanctions Implementation's "Consolidated List of Financial Sanctions Targets in the UK", or such other applicable lists; or (c) export or re-export Products, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control. MosoLabs shall have the right to suspend performance of any of its obligations under this Agreement, without prior notice being required and without any liability to End User, if End User fails to comply with this provision.

11. MISCELLANEOUS

11.1 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, notwithstanding the actual residence of the Parties. The Parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, the state and federal courts in Sacramento, California, for any litigation arising out of this Agreement. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING IN CONNECTION WITH OR RELATING IN ANY WAY TO THIS AGREEMENT.**

11.2 Independent Contractors. The relationship of MosoLabs and End User established by this Agreement is that of independent contractors. Nothing in this Agreement creates a distributorship, agency, franchise, joint venture, partnership, or employer-employee relationship. Nothing in this Agreement shall be construed to give either Party the power to direct or control the day-to-day activities of the other.

11.3 Third Party Rights. Except as expressly set forth in this Agreement, any party who is not a party to this Agreement shall not be entitled to any benefit from or to enforce any right or benefit under this Agreement.

11.4 Entire Agreement; Amendment; Conflicts. This Agreement represents the Parties' entire agreement and supersedes all prior agreements, understandings, and representations, written or oral, between the Parties with respect to the subject matter hereof and may not be amended except in a writing signed by both Parties. In the event of a conflict between the terms and conditions of this Agreement and the pre-printed terms and conditions of either Party's purchase orders, invoices or other business forms, the terms and conditions of this Agreement shall control.

11.5 Waiver; Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be replaced by a valid, legal, and enforceable provision that comes closest to the Parties' intent underlying the invalid, illegal, or unenforceable provision. Either Party's failure to exercise, delay in exercising, or partial exercise of a right or remedy provided by this Agreement or applicable laws shall not constitute a waiver of such right or remedy, a waiver of other rights or remedies, or a waiver of the further exercise of the right or remedy.

11.6 Interpretation. The headings of each Section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular Section. Except where the context otherwise requires, wherever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders. Whenever this Agreement refers to a number of days, a month, or a year without using a term otherwise defined herein, such number refers to calendar days, a calendar month, or a calendar year. The captions of this Agreement are for the convenience of reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. For the purposes of this Agreement: (a) the terms "including", "includes", "such as", and the like shall not limit the generality of any description preceding such term and, as used herein, shall have the same meaning as "including, but not limited to", "including, without limitation", "such as", or "by way of example"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; and (d) the words "will" and "shall" are to be interpreted as having the same meaning. Unless the context otherwise requires, references herein to: (i) Sections and Exhibits mean the Sections of, and Exhibits attached to, this Agreement; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The language of this Agreement shall be deemed to be the language mutually chosen by the Parties and no rule of strict construction shall be applied against either Party. Each Party represents that it has been represented by legal counsel in connection with this Agreement and acknowledges that it has participated in the drafting hereof. In interpreting and applying the terms and provisions of this Agreement, the Parties agree that no presumption shall apply against the Party who drafted such terms and provisions.