

LICENSE AGREEMENT

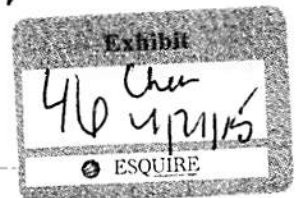
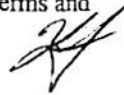
This License Agreement ("Agreement") is between OMEGA PATENTS, L.L.C. and its related entities ("OMEGA") and CALAMP CORP. and its related entities ("CALAMP") concerning U.S. Patent No. 6,512,465, U.S. Patent No. 6,737,989, U.S. Patent No. 6,765,499, U.S. Patent No. 6,972,667, and U.S. Patent No. 7,305,293 (the Patents). This agreement is effective as of the date of the signature of the last party to execute the agreement.

WHEREAS, CALAMP previously sold products to SKYPATROL including approximately 4,617 LMU900 units (SKYPATROL, LLC TT1950), and approximately 2,253 LMU1100 units (for SKYPATROL, LLC TT1150), for a total of 6,870 units (the Accused Products);

WHEREAS, OMEGA and CALAMP desire to resolve all outstanding claims relating to the Accused Products;

NOW, THEREFORE, in consideration of the respective undertakings of the parties to this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, parties hereto agree to the terms set forth below:

1. License Agreement: OMEGA agrees to grant a fully paid up license with respect to only the Accused Products sold to SKYPATROL under the Patents and any other patents owned or controlled by OMEGA in exchange for a total settlement amount of \$20,000 USD.
2. Severability: If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.
3. Waiver and Modification: The waiver by any party of any breach of any portion of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.
4. Assignment: Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party, provided that either party may assign this Agreement without such consent to its successor in any merger or consolidation or to the purchaser of substantially all of its assets, provided further that such assignee agrees in writing to be bound by the terms and conditions of this Agreement. In the event that consent for assignment is given or is not required, the terms of this Agreement will be binding upon each Party's respective successor or assign.
5. Freely Entered and Terms Understood: Each Party to this Agreement acknowledges and affirms that such Party has been advised and has had the opportunity to consult with an attorney prior to signing this Agreement; that this Agreement was drafted and reviewed by each Party's counsel; that such Party has fully read and reviewed the terms and



6:13-01950
Omega v.
Calamp

Exhibit
PL 45

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

CALAMP0016311

Geotab Exhibit 1094
Geotab v. Omega

provisions of this Agreement; that such Party understands, accepts, and agrees to the content and consequences hereof freely and without reservation; and that such Party has not executed this Agreement in reliance on any promise, representation, or warranty not contained herein.

6. Representation and Warranty: Each of the Parties to this Agreement represents that it has the full power and authority to enter into and consummate the obligations created hereby. Each of the Parties to this Agreement warrants that such Party has full authority to enter into this Agreement, to make the Releases set forth in this Agreement, and to enter into the undertakings and obligations set forth in this Agreement. The Parties hereby warrant that they have not assigned or transferred their respective claims to any other party or person, and that no other consents, approvals, authorizations, releases or settlements are necessary from any other person or entity to release and discharge completely the other parties from the claims specified above. In connection therewith, each Party agrees to indemnify, defend and hold harmless each of the other Parties released hereunder from and against any claims which may be asserted against them, based upon, arising out of, or in connection with such assignment, transfer, or conveyance, or purported assignment, transfer or conveyance, or in connection with any damages resulting from the breach of any warranty or covenant contained herein.

7. Entire Agreement, Modification, and Miscellaneous: This Agreement forms the entire understanding and agreement between the parties hereto concerning the matters addressed herein and supersedes all other prior or contemporaneous agreements between the parties on such matters, either oral or written. This Agreement may not be modified except by a writing executed by all parties. In executing this Agreement and granting the license contained herein, none of the parties is relying upon any promise, representation, or statement not contained within this Agreement. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein. This Agreement shall be deemed effective when it has been executed by the last party to sign. This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Such counterparts, when taken together, shall constitute but one agreement and the Parties hereto will accept facsimile copy or electronic (PDF) copy of each other Party's signature as if original.

IN WITNESS WHEREOF, the Parties hereto have agreed to and executed this Agreement.

OMEGA PATENTS, LLC

DATED: JULY 25, 2012

BY: [Signature]
Name: KENNETH E. FLECK
Title: CEO

CALAMP CORP.

DATED: JULY 24, 2012

BY: [Signature]
Name: GARO SARKISSEAN
Title: VICE PRESIDENT