

PATENT LICENSE AND SETTLEMENT AGREEMENT

THIS AGREEMENT is made as of this 15th of September, 2004, by and between OMEGA PATENTS LLC a limited liability corporation of Georgia, with offices at 5326 Presley Place, Douglasville, GA 30135 ("LICENSOR"), and Fortin Auto Radio, Inc. a corporation of Canada, with offices at 7321 Henri Bourassa Est., Montreal Quebec H1E 2Z9 Canada ("LICENSEE") (collectively the "PARTIES").

WITNESSETH:

WHEREAS, LICENSOR is the sole and exclusive owner of those patents identified more fully in the attached Schedule A as applied to vehicle remote system controls (collectively, the "Patents");

WHEREAS, on or about March 31, 2004, LICENSOR brought an action against LICENSEE in the United States District Court, Middle District of Florida (6:04-CV-448-ORL-19JGG), alleging infringement of the Patents (the "Action"); and

WHEREAS, the parties have reached a settlement of the issues raised in the Action;

WHEREAS, LICENSOR has agreed to grant LICENSEE a nonexclusive and nontransferable license under the Patents for use in the development and sale of the types of products to be listed in the attached Schedule A as updated from time to time (the "Licensed Products"); and

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE such license.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. LICENSE

A. LICENSOR hereby grants to LICENSEE, upon and subject to all the terms and conditions of this Agreement, a nonexclusive license under the Patents to make, use, have made, and sell the systems and methods embodying the invention(s) described in the Patents in the Licensed Territory, as set forth in the attached Schedule A for the Term specified in Section 2, below.

B. As used in the Agreement, the Patents shall mean and include those patents identified more fully in the attached Schedule A.



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CONFIDENTIAL-ATTORNEYS' EYES ONLY

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Omega v.
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Exhibit
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Geotab Exhibit 1101
Geotab v. Omega

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C. The license granted herein is subject to a reserved, nonexclusive, right of LICENSOR to make, use, and sell the systems and methods embodying the invention(s) of the Patents.

D. LICENSEE may not grant sublicenses under this agreement without prior express written consent of LICENSOR.

2. TERM

A. This Agreement shall be effective as of the date of execution by the Parties and shall expire on August 31, 2009 unless sooner terminated by the Parties pursuant to the terms of this Agreement (the "Term").

B. This Agreement shall be automatically renewed for an additional ONE (1) year extended Term provided that (i) LICENSEE shall have fully complied with all of its obligations as set forth herein; and (ii) unless a party gives prior written notice to the other party no later than May 31, 2009 of its intention not to renew this Agreement.

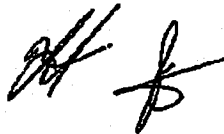
3. COMPENSATION

A. In consideration for the licenses granted hereunder, LICENSEE agrees to pay to LICENSOR the royalty recited in Schedule B (the "Royalty") based upon the sales of Licensed Products where such Licensed Products are covered by a subsisting and unexpired claim, in the country in which the Licensed Product is manufactured or sold, of any patent of that country comprised within the Patents. The Royalty obligation shall apply to all Licensed Products manufactured or sold by LICENSEE beginning on September 1, 2004.

B. It is understood and agreed that only one royalty shall be paid hereunder as to Licensed Product whether or not it is covered by more than one (1) claim of a patent, by the claims of more than one (1) patent, or by the claims of patents of more than one (1) country.

C. The Royalty owed LICENSOR shall be calculated on a monthly calendar basis (the "Royalty Period") and shall be payable no later than THIRTY (30) days after the termination of the preceding full month. It is understood and agreed that such payments shall be no less than U.S. \$8,333 until such time that the cumulative actual Royalties paid to LICENSOR exceed the Guaranteed Minimum Yearly Royalty as set forth in Schedule A.

D. For each Royalty Period, LICENSEE shall provide LICENSOR with a written royalty statement in a form acceptable to LICENSOR. Such royalty statement shall be certified as accurate by a duly authorized officer of LICENSEE reciting, on a country-by-country basis, the stock number, item, units sold, description, quantity



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shipped and reportable sales for each Licensed Product. Such statements shall be furnished to LICENSOR regardless of whether any Licensed Products were sold during the Royalty Period or whether any actual Royalty was owed.

E. LICENSEE agrees to pay LICENSOR a Guaranteed Minimum Yearly Royalty as recited in Schedule A which may be credited against LICENSEE's actual royalty obligation to LICENSOR. In the event that LICENSEE's actual Royalties paid LICENSOR are less than the Guaranteed Minimum Yearly Royalty, LICENSEE, in addition to paying LICENSOR its actual earned Royalty, shall pay LICENSOR the difference between the total earned Royalty and the Guaranteed Minimum Yearly Royalty.

F. No costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted from Royalties, nor shall any deduction be allowed for any uncollectible accounts or allowances.

G. A Royalty obligation shall accrue upon the sale of the Licensed Products regardless of the time of collection by LICENSEE. A Licensed Product shall be considered "sold" when such Licensed Product is billed, invoiced, shipped, or paid for, whichever occurs first. Licensed Products, for which a Royalty has already been paid, that are returned for refund or credit in the normal course of business may be deducted from amounts otherwise sold. A Royalty obligation shall accrue to Licensed Products sold by LICENSEE to Omega Research & Development.

H. The receipt or acceptance by LICENSOR of any royalty statement or payment shall not prevent LICENSOR from subsequently challenging the validity or accuracy of such statement or payment if raised within THREE (3) years of the receipt or acceptance of such statement or payment.

I. Upon expiration or termination of this Agreement, except for reason of termination because of expiration or a declaration of patent invalidity all Royalty obligations, including a time prorated portion of the Guaranteed Minimum Yearly Royalty, shall be accelerated and shall immediately become due and payable.

J. All payments due LICENSOR shall be made in United States currency by check drawn on a U.S. or Canadian bank, unless otherwise specified by LICENSOR.

K. In the event that currency regulations of a country in which sales are made prohibit the deposit or payment of royalties to LICENSOR or its nominee, no royalty payment shall accrue or be due and payable by LICENSEE with respect to such sales for so long as such restrictions prevail. Both parties acknowledge that, as this is an international agreement involving American and Canadian companies, they will adhere to any and all regulations regarding documentation, reporting, taxation and other matters of law.

L. Late payments shall incur interest at the rate of ONE Percent (1%) per month from the date such payments were originally due.

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M. In consideration of past damages for unauthorized or unlicensed sales of Licensed Products, LICENSEE shall also owe LICENSOR a sum of ONE HUNDRED AND TWENTY THOUSAND DOLLARS (U.S. \$120,000) to be paid in four equal monthly installments of THIRTY THOUSAND DOLLARS (U.S. \$30,000) each, with the first installment due upon execution of this Agreement by LICENSEE.

N. If LICENSOR shall grant to any other manufacturer or seller of Licensed Products of comparable sales volume, payment terms and distribution channels of LICENSEE, other than a company in which LICENSOR has a substantial interest, direct or indirect, a license which is under any patent licensed in this agreement and which will permit such manufacturer or seller to manufacture or sell for any use within the scope of the license granted in this agreement at royalty rates which are lower than those provided in this agreement, then LICENSOR will promptly notify LICENSEE of such license, and extend to LICENSEE the lower royalty rates effective as of the date or dates on which they became effective. Such extension of lower royalty rates shall only be effective, however, if LICENSEE shall, within sixty (60) days of receipt of the notice, advise LICENSOR that it accepts all terms of the noticed license which are more favorable to LICENSOR than corresponding terms of this agreement and which are brought to the attention of the LICENSEE in the notice.

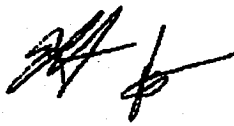
4. RECORD INSPECTION AND AUDIT

A. LICENSOR shall have the right, upon reasonable notice, to have its assigned auditor inspect the books and records (and all other documents and material in possession or control with respect to the subject matter of this Agreement) of LICENSEE or of any business owned or controlled by LICENSEE. The auditor shall have free and full access thereto for such purposes and may make copies thereof. LICENSEE shall impose similar obligations on its sublicensees for the benefit of itself and of LICENSOR. The maximum number of audits in a given year will be one, unless a prior audit reveals a royalty shortfall of at least FIVE PERCENT (5%).

B. In the event that such inspection reveals an underpayment by LICENSEE of the actual Royalty owed LICENSOR, LICENSEE shall pay the difference, plus interest calculated at the rate of ONE PERCENT (1%) per month. If such underpayment is in excess of FIVE PERCENT (5%) for any Royalty Period, LICENSEE shall also reimburse LICENSOR for the cost of such inspection.

C. All books and records relative to LICENSEE's obligations hereunder shall be maintained and made accessible to LICENSOR for inspection at a location in the United States or Canada for at least THREE (3) years after termination of this Agreement.

5. INTELLECTUAL PROPERTY PROTECTION



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LICENSOR shall retain the right, at its absolute discretion, to seek patent protection for the inventions embodied with the Patents or any improvements thereto. All patent applications comprised within the Patents shall be prosecuted by LICENSOR at LICENSOR's cost and expense.

6. WARRANTIES AND OBLIGATIONS

A. LICENSOR represents and warrants that it is the owner of the entire right, title, and interest in and to the Patents; that it has the right and power to grant the licenses granted herein; that there are no other agreements with any other party in conflict with such grant; and that it knows of no prior art that would invalidate the Patents.

B. LICENSOR further represents and warrants that LICENSEE's contemplated use of the Patents as represented to LICENSOR does not infringe any valid rights of any third party, and that there are no actions for infringement against LICENSOR with respect to items it manufactures and sells embodying the invention of the Patents within the Territory.

C. LICENSEE shall be solely responsible for the manufacture, production, sale, and distribution of the Licensed Products and will bear all costs associated therewith.

D. All improvements made by the LICENSEE during the term of this agreement shall be promptly disclosed to LICENSOR and shall hereinafter become the property of LICENSOR. LICENSEE hereby agrees to execute any and all documents necessary to perfect LICENSOR's rights in such improvements.

E. LICENSEE warrants that its total sales of unauthorized or unlicensed sales of Licensed Products through November 30, 2003, is not greater than THIRTY THOUSAND (30,000) units.

7. MARKING AND SAMPLES

A. LICENSEE shall, and agrees to require its sublicensees, if any, to fully comply with the patent marking provisions of the intellectual property laws of the applicable countries in the Licensed Territory.

B. At least once during each calendar year, LICENSEE shall submit to LICENSOR TWO (2) samples of each of the Licensed Products for approval along with LICENSEE's assessment of the Royalty value. LICENSOR agrees to complete its assessment and approval of same within SEVEN (7) business days following receipt of same.

CONFIDENTIAL-ATTORNEYS' EYES ONLY

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C. In addition to approving or disapproving LICENSEE's assessment of Royalty value of each Licensed Product, LICENSOR shall advise LICENSEE as to which of the Patents apply to each Licensed Product and how the Licensed Products should be marked in order to reflect same. Further, each Licensed Product, or its packaging, shall contain a reference number to be agreed upon by the parties, which will allow the parties to identify the total number of unique data bus functions of the product as related to the Royalty to be assigned to each Licensed Product.

D. If changes are made to any approved Licensed Product, such modified Licensed Product shall be re-submitted to LICENSOR for Royalty evaluation further to Sections 7B. and C. above.

8. TERMINATION

The following termination rights are in addition to the termination rights that may be provided elsewhere in the Agreement:

A. Immediate Right of Termination. LICENSOR shall have the right to immediately terminate this Agreement by giving written notice to LICENSEE in the event that LICENSEE does any of the following:

1. Fails to obtain or maintain product liability insurance in the amount and of the type provided for herein; or
2. Files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the LICENSEE discontinues or dissolves its business or if a receiver is appointed for LICENSEE or for LICENSEE's business and such receiver is not discharged within SIXTY (60) days.

B. Right to Terminate Upon Notice. Either party may terminate this Agreement upon THIRTY (30) days' written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during the THIRTY (30)-day period, the breaching party fails to cure such breach.

C. LICENSEE'S Right to Terminate. During the Term of this Agreement, LICENSEE may terminate this Agreement at its sole discretion upon NINETY (90) days written notice to LICENSOR. LICENSEE may terminate this agreement immediately by giving written notice to LICENSOR in the event that LICENSOR files a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the LICENSOR discontinues or dissolves its business or if a receiver is appointed for LICENSOR or for LICENSOR's business and such receiver is not discharged within SIXTY (60) days.

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9. POST TERMINATION RIGHTS

A. Upon termination of this Agreement pursuant to Section 8. A. LICENSEE shall thereafter immediately cease all further use of the Patents and all rights granted to LICENSEE or its sublicensees under this Agreement shall forthwith terminate and immediately revert to LICENSOR.

B. Upon expiration or termination of this Agreement other than pursuant to Section 8. A., LICENSEE shall be entitled to dispose of remaining inventory of Licensed Products, or Licensed Products that it has agreed to purchase, for a period of NINETY (90) days. Such sales shall be subject to the payment of a Royalty and the payment provisions set forth in Section 3 above.

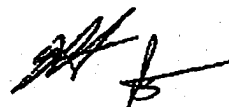
C. LICENSOR may defend the Patents against infringement by third parties. Any lawsuit shall be prosecuted solely at the expense of LICENSOR and all sums recovered shall be retained by LICENSOR. LICENSEE agrees to fully cooperate with LICENSOR in the prosecution of any such suit.

10. CONFIDENTIALITY

A. "Confidential Information" shall mean any confidential technical data, trade secret, know-how or other confidential information disclosed by any party hereunder in writing, orally, or by drawing or other form and which shall be marked by the disclosing party as "Confidential" or "Proprietary." If such information is disclosed orally, or through demonstration, in order to be deemed Confidential Information, it must be specifically designated as being of a confidential nature at the time of disclosure and reduced in writing and delivered to the receiving party within THIRTY (30) days of such disclosure.

B. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is known to the receiving party at the time of disclosure or becomes known to the receiving party without breach of this Agreement; (ii) is or becomes publicly known through no wrongful act of the receiving party or any subsidiary of the receiving party; (iii) is rightfully received from a third party without restriction on disclosure; (iv) is independently developed by the receiving party or any subsidiary; (v) is furnished to any third party by the disclosing party without restriction on its disclosure; (vi) is approved for release upon a prior written consent of the disclosing party; (vii) is disclosed pursuant to judicial order, requirement of a governmental agency or by operation of law.

C. The receiving party agrees that it will not disclose any Confidential Information to any third party and will not use Confidential Information of the disclosing party for any purpose other than for the performance of the rights and obligations



CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

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C. LICENSOR agrees to defend, indemnify and hold LICENSEE and its officers, directors, agents, and employees harmless against all costs, expenses, and losses (including attorney fees, costs or damages) arising from or incurred through claims of third parties against LICENSEE based on the ownership, validity, enforceability, or legality of the Patents that are the subject of this Agreement, regardless of whether such claims relate to LICENSEE's manufacture or sale of the Licensed Products.

12. INSURANCE

LICENSEE shall, throughout the Term of the Agreement, obtain and maintain at its own cost and expense from a qualified insurance company having a Moody's rating of B or better, standard Product Liability Insurance naming LICENSOR, and its officers, directors, employees, agents, and shareholders, as an additional insured. Such policy shall provide protection against all claims, demands, and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Licensed Products or any material used in connection therewith or any use thereof. The amount of coverage shall be as specified in Schedule A attached hereto. The policy shall provide for THIRTY (30) days' notice to LICENSOR from the insurer by registered or certified mail, return receipt requested, in the event of any modification, cancellation, or termination thereof. LICENSEE agrees to furnish LICENSOR a certificate of insurance evidencing same within THIRTY (30) days after execution of this Agreement and, in no event, shall LICENSEE manufacture, distribute, or sell the Licensed Products prior to receipt by LICENSOR of such evidence of insurance.

13. NOTICE AND PAYMENT

A. Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party at the above stated address or mailed by certified, registered or Express mail, return receipt requested or by Federal Express.

B. Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

14. JURISDICTION/DISPUTES

This Agreement shall be governed in accordance with the laws of the State of Florida and the United States. All disputes under this Agreement shall be resolved by litigation in the courts of the State of Florida including the federal courts therein and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.



CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

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15. THE ACTION

Upon execution of this Agreement by LICENSEE, the Parties shall authorize their representatives to file a Joint Motion for Entry of Consent Final Judgment, a copy of which is attached hereto as Schedule "C." LICENSEE shall cooperate in obtaining a Final Judgment which contains the following material terms:

- (a) The Patents are valid.
- (b) The Patents are enforceable.
- (c) Licensee's products infringe the Patents.

16. AGREEMENT BINDING ON SUCCESSORS

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

17. ASSIGNABILITY

Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party which shall not be unreasonably withheld.

18. WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

19. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

20. INTEGRATION

This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing



CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

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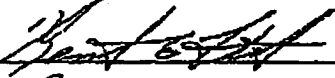
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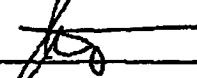
signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

OMEGA PATENTS LLC

FORTIN AUTO RADIO, INC.

By: 

By: 

Title: PREC

Title: PREC

Date: SEPT 4 2004

Date: SEPT 9 2004

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

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P. 11

**SCHEDULE A
TO
LICENSE AGREEMENT
BETWEEN
OMEGA PATENTS LLC AND FORTIN AUTO RADIO, INC.**

1. Licensed Patents

The licensed Patents are as follows:

U.S. Letters Patent No. 5,719,551;
U.S. Letters Patent No. 6,011,460 B1 *;
U.S. Letters Patent No. 6,243,004 B1;
U.S. Letters Patent No. 6,249,216 B1;
U.S. Letters Patent No. 6,275,147 B1;
U.S. Letters Patent No. 6,529,124 B2;
U.S. Letters Patent No. 6,696,927 B2;
U.S. Letters Patent No. 6,756,885 B1;
U.S. Letters Patent No. 6,756,886 B2;
U.S. Letters Patent No. 6,771,167 B1;

Canadian Patent No. 2,320,248;
Canadian Patent No. 2,415,023; and

European Patent No. 1,053,128.

*Subject to the restriction in Schedule B, Section 1.

2. Licensed Products

The Licensed Products are on the attached sheet.

3. Territory

The Territory shall be the United States of America, Canada, Great Britain, France, Italy and Germany.

4. Guaranteed Minimum Yearly Royalty

The Guaranteed Minimum Yearly Royalty for the initial Term, and any subsequent year or extension or renewal yearly period, shall be ONE HUNDRED THOUSAND UNITED STATES Dollars (U.S. \$100,000).

5. Product Liability Insurance

TWO MILLION Dollars (U.S. \$2,000,000) combined single limit, with a deductible amount not to exceed ONE THOUSAND Dollars (\$1,000), for each single occurrence for bodily injury and/or for property damage.

CONFIDENTIAL-ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

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**SCHEDULE B
TO
LICENSE AGREEMENT
BETWEEN
OMEGA PATENTS LLC AND FORTIN AUTO RADIO, INC.**

1. Minimum Royalty

The minimum royalty per unit is FIVE dollars (U.S. \$5.00). Downloading of data bus codes is only allowed by a manufacturer and not a dealer or consumer. It is understood that other devices in the same vehicle may respond to certain codes below, therefore, no additional fee is charged for functions operated in response to the code operating these devices.

2. Maximum Royalty (Certain Remote Starters)

The ability to remote start the vehicle using data bus codes and two or less relays is the maximum royalty of FIFTEEN dollars (U.S. \$15.00).

3. Royalty Calculation

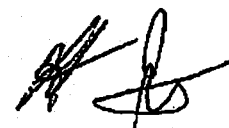
A base FIVE dollar (U.S. \$5.00) royalty is due for the first feature set selected from the feature set list provided below. To this is added ONE-HALF DOLLAR (U.S. \$0.50) for the second additional feature set selected. And ONE-QUARTER DOLLAR (U.S. \$0.25) is added for each additional feature set thereafter.

A representative feature set data bus code function list (to read and/or write data bus codes) is:

- a. Lock doors, unlock all doors, unlock driver door, arm alarm, disarm alarm, trunk release, power sliding doors open or close, audible/visual confirmation (parking lights and horn), and/or driver memory settings (seats, mirrors, radio)
- b. Windows roll up and/down, and or total closure (windows and sun roof)
- c. Immobilizer bypass using data bus code
- d. Heated mirror, heated seats, and/or defrost front and rear windows
- e. Starter enable and/or starter disable
- f. Data to Tach
- g. Ignition 1, ignition 2, and/or ignition 3
- h. Accessory 1, accessory 2, and/or accessory 3
- i. Cranking the starter and/or cranking starter 2
- j. Open door trigger output
- k. Programming, valet and/or override.

4. Royalty for Data Bus Module for Solely Data To Tach Operation

A royalty for each data bus module having the sole feature of Data to Tach is ONE DOLLAR (\$1.00).



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ATTORNEYS EYES ONLY

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ANNEX B

**NOTICE OF LOWER ROYALTY RATE
FOR PATENT LICENSE AGREEMENT
BETWEEN OMEGA PATENTS LLC AND
FORTIN AUTO RADIO, INC.**

This notice is pursuant to Section 3.N. of the License Agreement dated August 2004 by and between OMEGA PATENTS LLC a limited liability corporation of Georgia, with offices at 5326 Presley Place, Douglasville, GA 30135 ("LICENSOR"); and FORTIN AUTO RADIO, INC. a corporation of Canada, with offices at 5540 Metropolitan EST, St-Leonard QC H1S 1 A6 ("LICENSEE").

The attached Schedule B includes proposed lower royalty terms for LICENSEE to be effective January 1, 2005.

The attached replacement Schedule A represent LICENSOR's notice of additional licensed patents for LICENSEE's continued compliance with the patent marking requirements pursuant to Section 7. of the License Agreement.

For the convenience of LICENSEE, LICENSEE may accept all terms associated with the proposed lower royalty rates by execution below.

OMEGA PATENTS LLC

By: [Signature]

Title: PR

Date: 05-03-11

FORTIN AUTO RADIO, INC.

By: [Signature]

Title: PR

Date: 05-03-11

CONFIDENTIAL--ATTORNEYS' EYES ONLY

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ATTORNEYS EYES ONLY

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P. 4

**SCHEDULE A
TO LICENSE AGREEMENT
BETWEEN OMEGA PATENTS LLC AND
FORTIN AUTO RADIO, INC.
January 1, 2005**

1. Licensed Patents

The licensed Patents are as follows:

U.S. Letters Patent No. 5,719,551;
U.S. Letters Patent No. 6,011,460 B1 *;
U.S. Letters Patent No. 6,243,004 B1;
U.S. Letters Patent No. 6,249,216 B1;
U.S. Letters Patent No. 6,275,147 B1;
U.S. Letters Patent No. 6,529,124 B2;
U.S. Letters Patent No. 6,696,927 B2;
U.S. Letters Patent No. 6,756,885 B1;
U.S. Letters Patent No. 6,756,886 B2;
U.S. Letters Patent No. 6,771,167 B1;
U.S. Letters Patent No. 6,812,829 B1;
U.S. Letters Patent No. 6,392,534 B1;

Canadian Patent No. 2,330,248;
Canadian Patent No. 2,415,023; and

European Patent No. 1,053,128.

***Subject to the restriction in Schedule B, Section 1.**

2. Licensed Products

The Licensed Products are on the attached sheet.

3. Territory

The Territory shall be the United States of America, Canada, Great Britain, France, Italy and Germany.

4. Guaranteed Minimum Yearly Royalty

The Guaranteed Minimum Yearly Royalty for the initial Term, and any subsequent year or extension or renewal yearly period, shall be ONE HUNDRED THOUSAND UNITED STATES Dollars (U.S. \$100,000).

5. Product Liability Insurance

TWO MILLION Dollars (U.S. \$2,000,000) combined single limit, with a deductible amount not to exceed ONE THOUSAND Dollars (\$1,000), for each single occurrence for bodily injury and/or for property damage.

CONFIDENTIAL--ATTORNEYS' EYES ONLY

OMEGA-00102

ATTORNEYS EYES ONLY

OMEGA_CAL000158

p. 2

**SCHEDULE B
TO
LICENSE AGREEMENT
BETWEEN
OMEGA PATENTS LLC AND FORTIN AUTO RADIO, INC.
January 1, 2005**

1. Minimum Royalty

The minimum royalty per unit is FIVE dollars (U.S. \$5.00). Downloading of data bus codes is only allowed by a manufacturer and not a dealer or consumer. It is understood that other devices in the same vehicle may respond to certain codes below, therefore, no additional fee is charged for functions operated in response to the code operating these devices.

2. Royalty Calculation

A base FIVE dollar (U.S. \$5.00) royalty is due for the first feature set selected from the feature set list provided below. To this is added ONE-HALF DOLLAR (U.S. \$0.50) for the second additional feature set selected. And ONE-QUARTER DOLLAR (U.S. \$0.25) is added for each additional feature set thereafter.

A representative feature set data bus code function list (to read and/or write data bus codes) is:

- a. Lock doors, unlock all doors, unlock driver door, arm alarm, disarm alarm, trunk release, power sliding doors open or close, audible/visual confirmation (parking lights and horn), and/or driver memory settings (seats, mirrors, radio)
- b. Windows roll up and/down, and or total closure (windows and sun roof)
- c. Immobilizer bypass using data bus code
- d. Heated mirror, heated seats, and/or defrost front and rear windows
- e. Starter enable and/or starter disable
- f. Data to Tach
- g. Ignition 1, ignition 2, and/or ignition 3
- h. Accessory 1, accessory 2, and/or accessory 3
- i. Cranking the starter and/or cranking starter 2
- j. Open door trigger output
- k. Programming, valet and/or override
- l. Activating movement of the vehicle via the body suspension system using data bus codes and based upon security system activation
- m. Arm/disarm a security system, activate a vehicle starting system or arm/disarm a shock sensor, based upon signals generated on the vehicle data bus by a remote keyless entry transmitter
- n. Transmitting an alert wirelessly to the user, such as to a pager, based upon signals on the vehicle data communications bus.

3. Royalty for Data Bus Module for Solely Data To Tach Operation

A royalty for each data bus module having the sole feature of Data to Tach is ONE DOLLAR (\$1.00).

4. Royalty for Data Bus Codes to Remote Start Vehicle:

A royalty for each data bus module or system using one or more data bus codes to remote start the vehicle is FIVE DOLLARS (\$5.00) and this includes without additional charge any of the features from Section 2. above concurrently used for or with remote starting. If any feature from Section 2.b. to 2.n. above is also used for other than remote starting or used at a time other than concurrently with remote starting, then an additional royalty of ONE-HALF DOLLAR (U.S. \$0.50) is due for the first such feature, and an additional royalty of ONE-QUARTER DOLLAR (U.S. \$0.25) is due for the second and any subsequent feature. If any feature from Section 2.a. is also used for other than remote starting or used at a time other than concurrently with remote starting, an additional royalty of FIVE DOLLARS (\$5.00) is due.

CONFIDENTIAL--ATTORNEYS' EYES ONLY

ATTORNEYS EYES ONLY

OMEGA-00100

OMEGA_CAL000159

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

OMEGA PATENTS, L.L.C.,
a Georgia corporation,

Plaintiff,

vs.

Civil Action No. 6:05-CV-1113-Orl-22DAB

FORTIN AUTO RADIO, INC., and
DIRECTED ELECTRONICS, INC.,

Defendants.

FORTIN AUTO RADIO, INC.

Counterclaimant

vs.

OMEGA PATENTS, L.L.C.

Counterdefendant.

DIRECTED ELECTRONICS, INC.

Counterclaimant,

vs.

OMEGA PATENTS, L.L.C.

Counterdefendant.

SETTLEMENT AGREEMENT

COMES NOW Omega Patents, LLC ("Omega") and Fortin Auto Radio, Inc. ("Fortin"), and enters into this Settlement Agreement, and for the consideration outlined below and other good and valuable consideration, the sum and sufficiency of which is hereby acknowledged, the parties agree as follows:

WHEREAS, Omega has asserted breach of contract claims against Fortin in the above-entitled action;

WHEREAS, Fortin has denied the claims and has asserted various defenses and counterclaims against Omega;

WHEREAS, the parties desire to resolve all claims between them pursuant to this Settlement Agreement.

WHEREFORE, the parties intending to be bound by the terms hereof, agree as follows:

1. Representation and Warranty.

Fortin and its officer executing this Agreement, jointly represent that Fortin has provided accurate and complete information to Omega regarding the number of accused units sold by DEI, according to DEI, and the information, drawings and code provided to DEI. Fortin stipulates and agrees that no royalty payments were paid to Omega on the accused units. Fortin and its executing officer understand and accept that this representation and warranty is a material provision of this Settlement Agreement and Omega is relying on same as the basis for entering into this Agreement.

2. Payment to Omega.

Fortin shall pay to Omega the sum of \$80,000.00 as partial reimbursement for attorney's fees and costs expended by Omega in pursuing and defending the claims asserted herein within fifteen (15) days from the date hereof. The parties stipulate and agree that this settlement figure represents only a portion of the attorneys' fees and costs incurred by Omega and does not compensate Omega for the royalties due on the accused units or damages for any infringement.

3. Mutual Release.

The parties hereto completely release and forever discharge each other, and their past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, customers, distributors, agents, subsidiaries, affiliates, partners, predecessors and successors in interest, insurers and assigns, of and from any and all claims, demands, obligations, liabilities, actions, causes of actions, rights, damages, costs, expenses, and compensation, which the parties have asserted, attempted to assert, or alleged in the pending action. This Release does not release unknown claims. This Release in no way addresses the liability for infringement Omega has asserted against Directed Electronics, Inc.

4. Distribution of Fortin's Product.

Fortin will not distribute any licensed devices to DEI or its related entities, unless the parties agree in writing otherwise. If a Court of final jurisdiction determines the accused units do not infringe on Omega's Patents, that the Patents are invalid, unenforceable or that DEI is licensed under the Patents, this restriction

shall be null and void.

5. Reinstatement of Patent License and Settlement Agreement.

The parties agree that the Patent License and Settlement Agreement dated September 1, 2004, by and between Omega and Fortin shall remain in full force and effect, except as modified by this Agreement and all payments required thereunder continue to be made pursuant to the September 1 Agreement. A breach of this Agreement shall constitute a breach of the Patent License and Settlement Agreement.

6. Trial Assistance.

Fortin agrees to cooperate and provide any reasonable assistance sought by Omega Patents, LLC's counsel which counsel reasonably believes would assist them in preparation for trial.

7. Trial Testimony.

Fortin's representative, Jacques Fortin, will travel to Florida to provide testimony at a date, time and location determined by Omega Patents, LLC's counsel. Mr. Fortin agrees to travel to Orlando at least two (2) days before his anticipated testimony to meet with Omega Patents, LLC's counsel to prepare for testimony. The reasonable costs of travel and lodging for Mr. Fortin will be borne by Omega Patents, LLC. No *per diem* fee will be paid.

8. Truthful Testimony.

It is of the utmost importance and an essential term of this Agreement that Mr. Fortin provide only truthful and honest testimony, whether favorable or

unfavorable to Omega. Failure to provide truthful testimony shall constitute a material breach of this Agreement.

9. Other Terms and Conditions.

a. Any dispute involving this Settlement Agreement that cannot be amicably resolved between the parties shall be submitted to the jurisdiction of the United States District Court for the Middle District of Florida, Orlando Division.

b. In the event a provision of this Agreement is held to be illegal or unenforceable, the offending provision shall be severed, with the remaining portion of this Agreement continuing in full force and effect.

c. This constitutes the entire Agreement between Omega and Fortin, and may not be modified or altered in any manner except in writing signed by Omega and Fortin. The parties make no promises to each other, other than those expressly set forth in this Agreement.

d. This Agreement shall bind and inure to the benefit of the parties, and all their related companies, predecessors, successors and assigns.

e. This Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either of the parties.

f. The signatories hereto expressly agree that this Agreement is entered into and shall be interpreted in accordance with the laws of the State of Florida and not any law of any other forum, Florida being the venue of the case. Should any portion of this Agreement be in conflict with a law of any other forum, or should the law of any other forum purport to negate any provision of this Agreement, including

this Paragraph, the terms of this Agreement shall prevail.

g. Each party shall bear its own costs incurred in this lawsuit.

h. In the event any action is brought to enforce the terms of this Agreement, the prevailing party in such an action shall receive from the losing party an award of the prevailing party's reasonable attorneys' fees, costs, expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred after breach and prior to filing suit, during litigation and incurred on appeal.

i. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Facsimile signatures shall be sufficient as original.

THE SIGNATORIES HAVE CAREFULLY READ THIS ENTIRE AGREEMENT AND HAVE HAD THE OPPORTUNITY TO CONSULT WITH THEIR ATTORNEYS IF DESIRED. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT. THE ONLY PROMISES OR REPRESENTATIONS MADE TO ANY SIGNATORY ABOUT THIS AGREEMENT AND TO SIGN THIS AGREEMENT ARE CONTAINED IN THIS AGREEMENT. THE SIGNATORIES ARE SIGNING THIS AGREEMENT VOLUNTARILY.

Dated this 12th day of January, 2007.
December, 2006

Witness *Jim Seio*
Allison Tyson
Witness

OMEGA PATENTS, LLC
By: *Kenneth E. Flick*
Name: KENNETH E. FLICK
Title: PRES

FORTIN AUTO RADIO, INC.

FYNE BROWN
Witness
GIRARD LEBLANC
Witness

X [Signature]
Witness
X [Signature]
Witness

By: J. FORTIN
Name: _____
Title: PRESIDENT [Signature]

[Signature]
JACQUES FORTIN, Individually