

PATENT LICENSE AND SETTLEMENT AGREEMENT

THIS AGREEMENT is made as of this 27th of 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 160031 Canada Inc. a corporation of Canada, with offices at 5764 Pare, Montreal, Quebec Canada H4P 2M2 ("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"); and

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.

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.

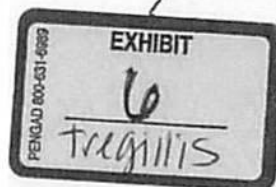
1

CONFIDENTIAL-ATTORNEYS' EYES ONLY

6:13-01950
Omega v.
Calamp

Exhibit
PL 69

ATTORNEYS EYES ONLY



Geotab Exhibit 1109
Geotab v. Omega

OMEGA-00038
OMEGA_CAL000003

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 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.

M. In consideration of past damages for unauthorized or unlicensed sales of Licensed Products through August 31, 2004, LICENSEE shall also owe LICENSOR the sum of FIVE THOUSAND DOLLARS (U.S. \$5,000) upon execution of this Agreement by LICENSEE. Payment of this sum shall be one payment of FIVE THOUSAND DOLLARS (U.S. \$5,000) upon execution of this agreement.

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 owed 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

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 August 31, 2004, is not greater than NINE HUNDRED (900) units.

7. MARKING AND SAMPLES

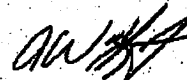
A. LICENSEE shall, and agrees to require its sublicensees, if any, to fully comply with the patent marking provisions of the intellectual property laws of the applicable countries in the Licensed Territory.

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.

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.

5

CONFIDENTIAL-ATTORNEYS' EYES ONLY


OP-00631

ATTORNEYS EYES ONLY

OMEGA-00042
OMEGA_CAL000007

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.

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 hereunder during the term of this Agreement and for a period of FIVE (5) years thereafter, without the prior written consent of the disclosing party. The receiving party further agrees that Confidential Information shall remain the sole property of the disclosing party and that it will take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information by its employees. No license shall be granted by the disclosing party to the receiving party with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein.

D. Upon the request of the disclosing party, the receiving party will promptly return all Confidential information furnished hereunder and all copies thereof.

E. LICENSEE shall not disclose any of the specific terms of this Agreement to any third party without the prior written consent of the LICENSOR. Notwithstanding the foregoing, any party may disclose information concerning this Agreement as required by the rules, orders, regulations, subpoenas or directives of a court, government or governmental agency, after giving prior notice to the other party.

F. If a party breaches any of its obligations with respect to confidentiality and unauthorized use of Confidential information hereunder, the non-breaching party shall be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages notwithstanding anything to the contrary contained herein.

G. Except as otherwise set forth in this Agreement, LICENSEE will make no public statements, press releases or other announcements relating to the terms of or existence of this Agreement without the prior written approval of LICENSOR.

11. INDEMNITY

A. Except as set forth in Section 11.B below, LICENSEE agrees to defend, indemnify and hold LICENSOR and its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against LICENSOR based on the manufacture or sale of the Licensed Products including, but not limited to, actions founded on product liability.

B. LICENSEE shall not be obligated to defend, indemnify or hold LICENSOR and its officers, directors, agents, and employees, harmless against any cost, expense or loss (including attorney fees, costs or damages) arising from or incurred through claims of third parties against LICENSOR 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.

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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 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

160031 CANADA INC.

By: [Signature]

By: [Signature]

Title: Pres

Title: President

Date: Aug-30, 2004

Date: Aug 27/04

**SCHEDULE A
TO
LICENSE AGREEMENT
BETWEEN
OMEGA PATENTS LLC AND 160031 CANADA 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.

**SCHEDULE B
TO
LICENSE AGREEMENT
BETWEEN
OMEGA PATENTS LLC AND 160031 CANADA 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).

**SCHEDULE C
TO LICENSE AGREEMENT BETWEEN OMEGA
PATENTS LLC AND 160031 CANADA INC.**

(attached)