

PATENT STREAMLINING AGREEMENT

This Agreement is entered into by and between (1) on the one hand, Mobile Data Technologies, LLC, an entity formed under the laws of Delaware with a place of business at 1 Chisholm Trail Rd, Suite 450, Round Rock, TX 78681 (“**MDT**”), and (2) Meta Platforms, Inc. (formerly known as Facebook, Inc.), a Delaware corporation having a business address at 1 Meta Way, Menlo Park, CA 94025 (“**Meta**”). MDT and Meta may individually be referred to as a “Party” or collectively as the “Parties.” This Agreement is effective as of the latest date of execution by the Parties below (the “Effective Date”).

WHEREAS, MDT owns U.S. Patent No. 10,839,427 (the “’427 Patent”);

WHEREAS, MDT filed a Complaint on November 23, 2022 currently titled *Mobile Data Platforms, LLC v. Meta Platforms, Inc.*, Case No. 3:24-cv-00896-WHA (N.D. Cal.) (the “Action”), which alleged infringement of various patents including the ’427 Patent; and

WHEREAS, Meta filed a petition for *Inter Partes* Review with the U.S. Patent Office with respect to the ’427 Patent, Case No. IPR2024-00251 (the “IPR”), which was instituted by the Patent Trial and Appeal Board (“PTAB”) on June 11, 2024; and

WHEREAS, MDT, in order to streamline this case, is willing to dismiss with prejudice its claims in the Action regarding the ’427 Patent in exchange for dismissal of the IPR; and

NOW, THEREFORE, in consideration of the mutual covenants and promises made here and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Definitions

1.1 “Affiliate” shall mean, with respect to any entity (including a Party), any other current or future entity that controls or is controlled by such entity. As used herein, “controls or is controlled by” means the ability, either directly or indirectly through one or more intermediaries, to direct the management, operation or policies of such entity, whether by the ownership of more than fifty percent (50%) of the voting stock or equity of such entity (it being understood that direct or indirect ownership of a lesser percentage shall not necessarily preclude the existence of control), or by contract, or otherwise. For the avoidance of doubt, with respect to Meta, “Affiliate” includes Meta Platforms Technologies, LLC, Instagram LLC and WhatsApp LLC.

II. Covenant Not-To-Sue; Resolution of the Action and the IPR for the ’427 Patent

2.1 Covenant Not to Sue. MDT hereby covenants, on behalf of itself and its Affiliates and their successors and assigns, not to initiate or maintain any proceeding against (1) Meta and/or its Affiliates based upon an assertion of infringement of the ’427 Patent, or (2) any third party (including without limitation any vendor, supplier, manufacturer, developer, distributor,

contractor, partner, host, customer or end-user) based on an assertion of infringement of the '427 Patent to the extent that infringement is alleged to be based in whole or in substantial part on that party's activities relating to products, product lines, services, devices, systems, processes, components, hardware, software, or any combination of the foregoing that are designed, developed, sold, or made by or on behalf of Meta and/or its Affiliates.

2.2 Mutual Releases. Each Party, on behalf of itself and its Affiliates, officers, directors, managers, members, employees, agents, experts, consultants, predecessors and successors in interest, hereby releases the other Party and its Affiliates from any claims, demands, obligations, liabilities, damages, costs, fees, expenses, actions, causes of action, arising on or before the Effective Date relating to the '427 Patent, including without limitation any claims of infringement of the '427 Patent and any claim for prevailing party attorneys' fees relating to the '427 Patent. Additionally, MDT, on behalf of itself and its Affiliates, officers, directors, managers, members, employees, agents, experts, consultants, predecessors and successors in interest, hereby releases Meta and its Affiliates vendors, suppliers, manufacturers, developers, distributors, contractors, partners, hosts, customers and end-users, from any claims, demands, obligations, liabilities, damages, costs, fees, expenses, actions, causes of action, arising on or before the Effective Date relating to the '427 Patent, including without limitation any claims of infringement of the '427 Patent and any claim for prevailing party attorneys' fees relating to the '427 Patent, to the extent the released acts are based in whole or in substantial part on that party's activities relating to products, product lines, services, devices, systems, processes, components, hardware, software or any combination of the foregoing that are designed, developed, sold or made by or on behalf of Meta and/or its Affiliates. Notwithstanding the foregoing, nothing in this Agreement shall extinguish or impair any defense by Meta, its Affiliates or any third party (including any proceeding challenging patent validity) in response to any future allegation of infringement of the '427 Patent.

2.3 Resolution of the IPR and Dismissal of '427 Patent in the Action. Within five (5) days of the Effective Date, the Parties shall file appropriate papers with the PTAB requesting joint termination of the IPR. In the event the PTAB declines to terminate the IPR, Meta agrees to refrain from further participation in the IPR except to the extent Meta's participation is ordered or otherwise required by the PTAB. Additionally, the Parties shall file appropriate papers with the district court requesting that MDT's claims related to the '427 Patent be dismissed with prejudice from the Action.

2.4 No License. Nothing in this Agreement conveys any license to any patents, including the '427 Patent, from or to either Party. Nothing in this Agreement should be interpreted as being indicative of the value of the '427 Patent or any other patent, whether related or unrelated to the '427 Patent.

2.5 Admissibility. Except with respect to any litigation relating to the interpretation and/or enforcement of any of the terms of this Agreement (such as, by way of example, any litigation alleging breach of this Agreement or any use of this Agreement in litigation as a defense to any assertion of infringement of the '427 Patent) (collectively, an "Agreement Proceeding"), the

Parties agree that this Agreement is not admissible in any litigation involving MDT, its Affiliates, or successors in interest, on the one hand, and Meta, its Affiliates, or successors in interest, on the other hand, specifically including the Action. Except with respect to an Agreement Proceeding, no Party shall attempt to offer this Agreement into evidence or to present the Agreement or the existence of this Agreement to any jury, in any way, for any purpose, in any litigation between the Parties or their Affiliates. Notwithstanding the foregoing, MDT agrees not to refer to or rely in any way on the '427 Patent in any such litigation (by way of example only, in order to support any claim or defense such as a claim for damages or to support its claim of validity of its patent portfolio), and in the event MDT makes any such reference to or relies on the '427 Patent, either directly or indirectly, this Agreement shall be admissible to respond to or rebut such reference or reliance.

III. Miscellaneous Provisions

3.1 Representations and Warranties. Each Party represents and warrants that it has all requisite legal right, power, and authority to execute, deliver and perform this Agreement, and that the person executing this Agreement on behalf of such Party has the full right and authority to do so. MDT further represents and warrants that it has requisite legal right, title, and interest in the '427 Patent to grant the covenants and releases set forth herein.

3.2 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of Parties and their Affiliates hereto, their successors, assigns, and legal representatives. The covenants not-to-sue provided in Section 2 shall run with the '427 Patent and therefore be binding on any successors-in-interest thereto. In the event of any assignment or transfer of rights in the '427 Patent to any third party, the agreement effectuating such assignment or transfer shall include a provision acknowledging that it is subject to the provisions of this Agreement.

3.3 Entire Agreement. This Agreement expresses the entire understanding and agreement regarding the subject matter hereof, and that there have been no warranties, representations, covenants of understandings made by any Party except as expressly set forth herein.

3.4 Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to choice-of-law or conflicts of law principles.

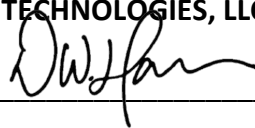
3.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which, when executed, shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

3.6 No Admission of Liability. The Parties understand and agree that neither the making of this Agreement nor the performance of any acts hereunder shall constitute, be construed or alleged as an admission of any liability or wrongdoing whatsoever by any Party hereto.

3.7 No Payment. The Parties acknowledge and agree that the covenants and releases set out in Section 2 constitute full and complete consideration. No monetary consideration will be exchanged.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by duly authorized signatories as of the Effective Date:

MOBILE DATA TECHNOLOGIES, LLC

By: 

Name: David W. Harper

Title: Member

Dated: 2 October 2024

META PLATFORMS, INC.

By: 

Name: Jordan Bekier

Title: Associate General Counsel

Dated: 10/8/2024