

[REDACTED]

PATENT LICENSE AND SETTLEMENT AGREEMENT

This PATENT LICENSE AND SETTLEMENT AGREEMENT (this "Agreement") is made and entered into as of [REDACTED] (the "Effective Date") by and between Calabrese Stemer LLC, a limited liability company organized under the laws of the state of Florida, having its principal offices in Hollywood, Florida ("Calabrese"), and [REDACTED], having its principal place of business in [REDACTED]. Calabrese and [REDACTED] are individually referred to herein as a "party," and collectively as the "parties."

WITNESSETH

WHEREAS, Calabrese has [REDACTED]
[REDACTED] the Licensed Patents;

WHEREAS, while [REDACTED]
[REDACTED] with respect to the Licensed Patents (as defined below), [REDACTED]
[REDACTED] desires to license the
Licensed Patents pursuant to the terms and conditions of this Agreement;

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

ARTICLE I

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" or "Affiliates" means any Person or Persons Controlled By, Controlling or under common Control with a party now or in the future.

"Control" (including, with correlative meanings, "Controlled By" and "Controlling") means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise, it being understood and agreed that with respect to a corporation, limited liability company or partnership, control will include direct or indirect ownership of more than [REDACTED] of the voting stock or limited liability company interest or general partnership interest or other voting interest in any such corporation, limited liability company or partnership.

"Licensed Activities" means any past, present, or future product, device, equipment, technology, service, method, system, apparatus, functionality, process, data, software, software development, or content that is made, used, sold, offered for sale, imported, supplied, leased, distributed, purchased, performed, provided, displayed, transmitted, or otherwise practiced, exploited, or disposed of by or for [REDACTED] or any of its Affiliates or for use with any of its products, apparatuses, or services.

"Licensed Patents" means (a) all Patents issued to, assigned to (or under an obligation to assign), or owned by Calabrese as of the Effective Date, including patent nos. (1) U.S. 7,357,310, (2) U.S. 7,954,706, (3) U.S. 8,783,564 (4) U.S. 9,406,069 and (5) CA 2,604,348, and all United States and foreign Patents and Patent applications that Calabrese comes to own or for which Calabrese comes to have the right to grant a license after the Effective Date; and (b) all United States and foreign Patent applications from which the Patents identified in (a) claim priority, and any Patents issuing therefrom; and (c) any and all United States and foreign Patents existing or subsequently issuing from all reexaminations, post-grant reviews, reissues, continuations, continuations-in-part, substitutes, requests for continued examination, extensions, renewals, and divisionals of any of the Patents or Patent applications identified in (a) and (b) above that are issued to, or assigned to (or under an obligation to assign) Calabrese, without regard to the filing date thereof.

"Patents" means (a) all classes or types of domestic or foreign patents, including utility patents, utility models, design patents, invention certificates, reexaminations, post-grant reviews, reissues, extensions, and renewals; and (b) all applications (including provisional and nonprovisional applications), continuations, divisionals, continuations-in-part, and rights to inventions for which applications may be filed in the United States or any other country. The term "Patents" does not include any copyrights, trademarks, mask work rights, or trade secret rights.

"Person" means an individual, trust, corporation, partnership, joint venture, limited liability company, association, unincorporated organization, or other legal or governmental entity.

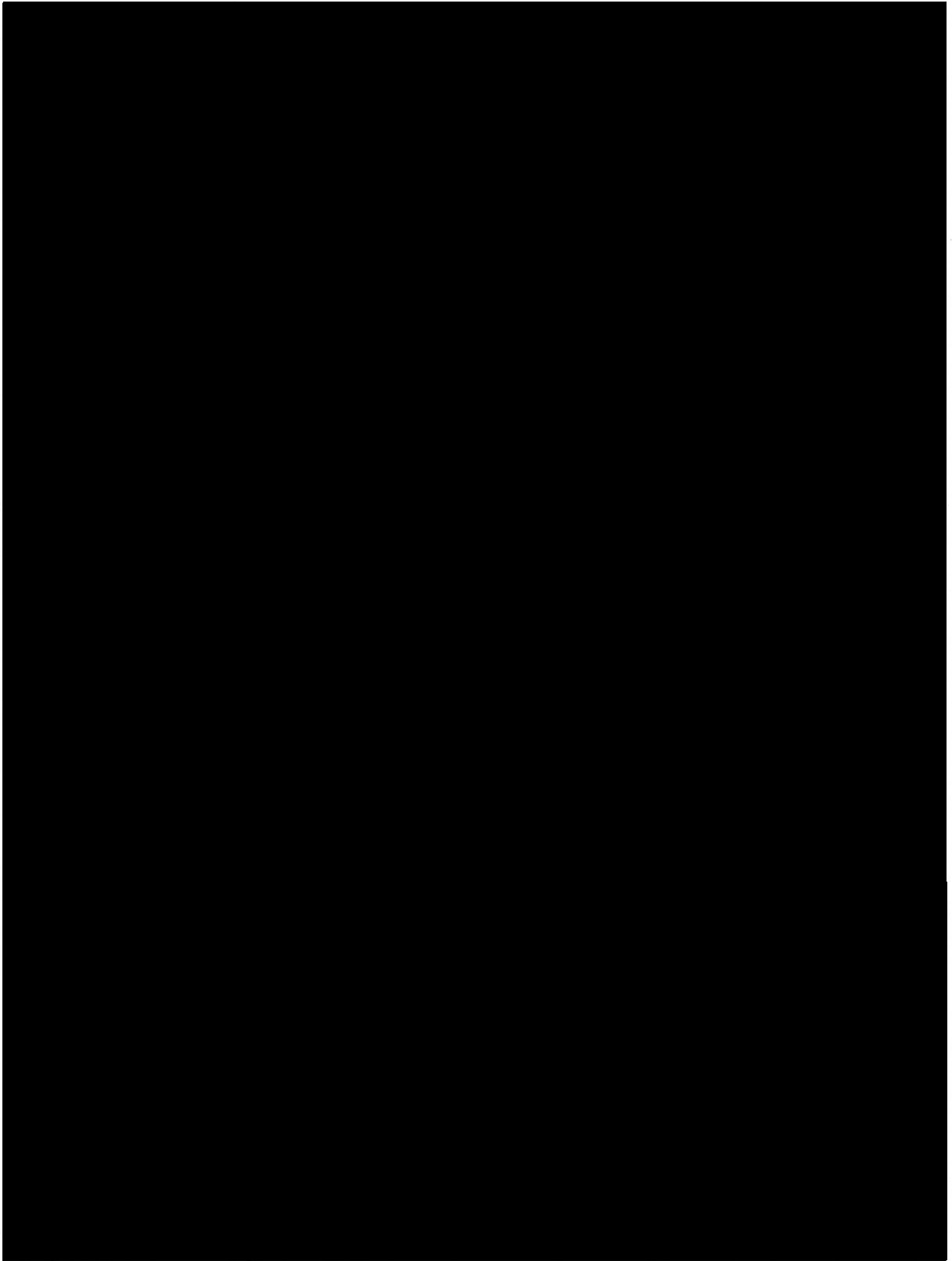
"Third Party" means a Person other than a party to this Agreement or an Affiliate of a party to this Agreement.

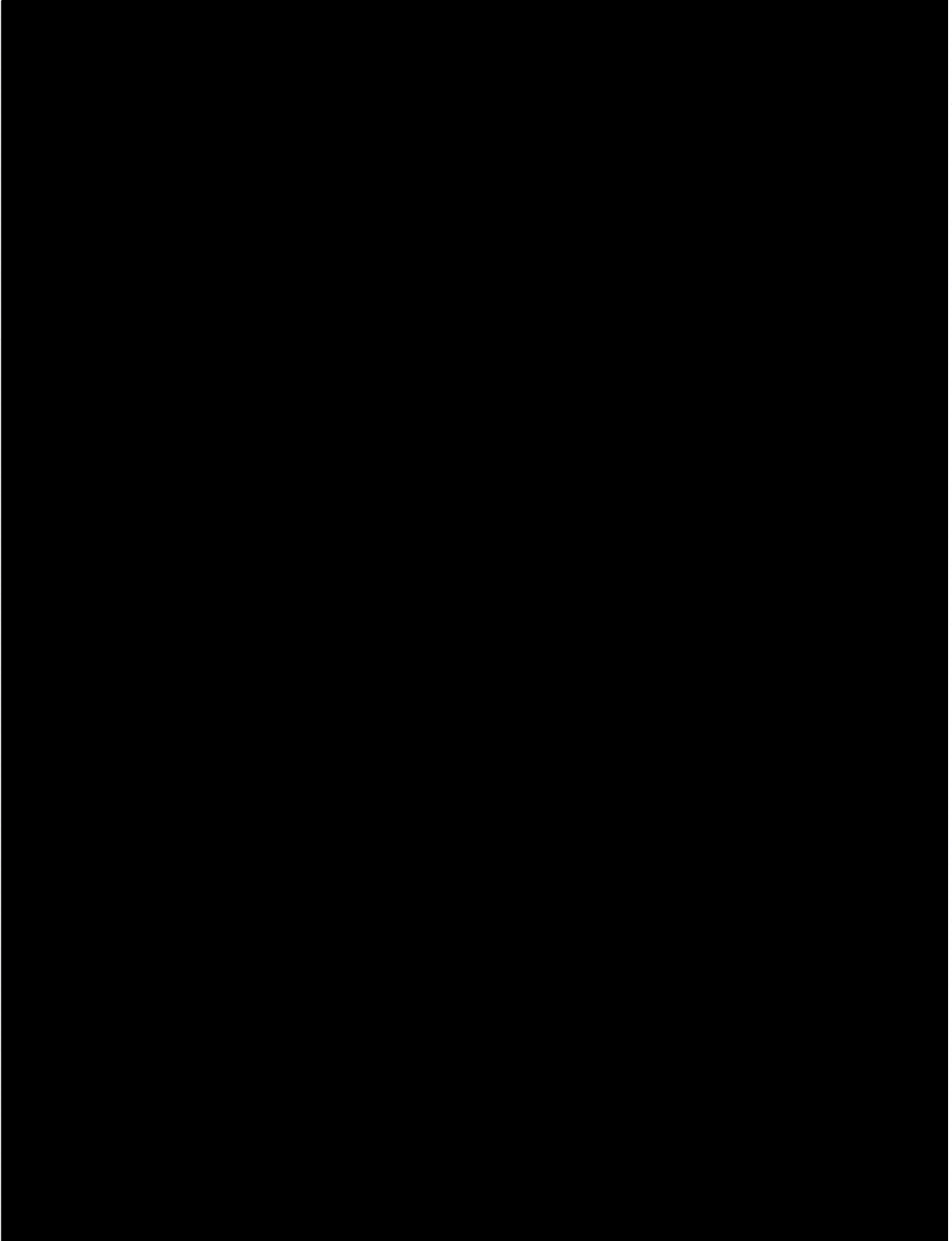
"User" means any one or more Persons who or that, now or in the past or in the future, makes, has made, uses, sells, offers for sale, imports, supplies, leases, distributes, buys, performs, provides, displays, transmits, or otherwise practices, exploits, or disposes of any Licensed Activities, provides services related to any Licensed Activities, or develops technology for use in connection with any Licensed Activities, including but not limited to any direct or indirect reseller, OEM, distributor, producer, provider of services to, supplier, licensee, client, or customer of [REDACTED]

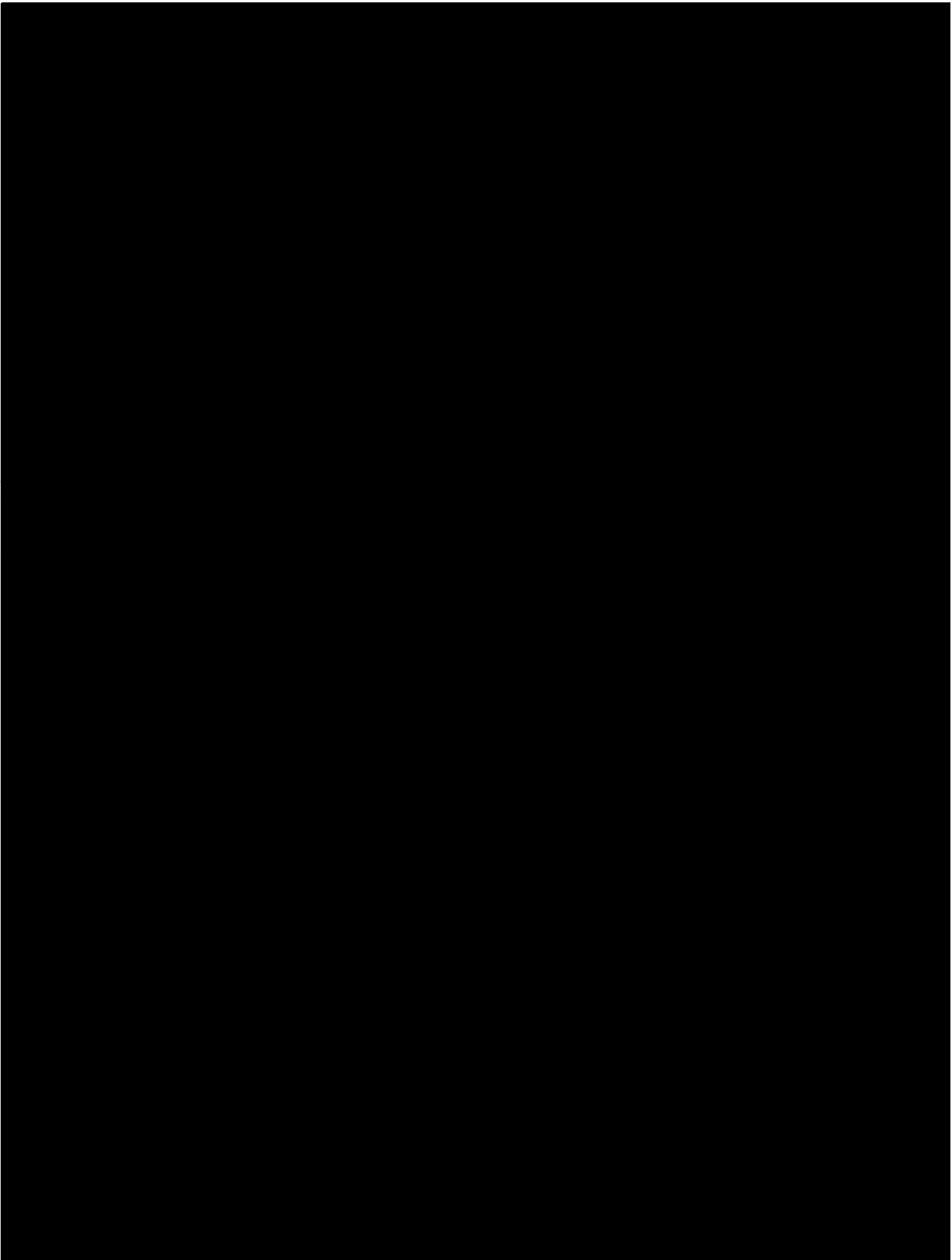
ARTICLE II

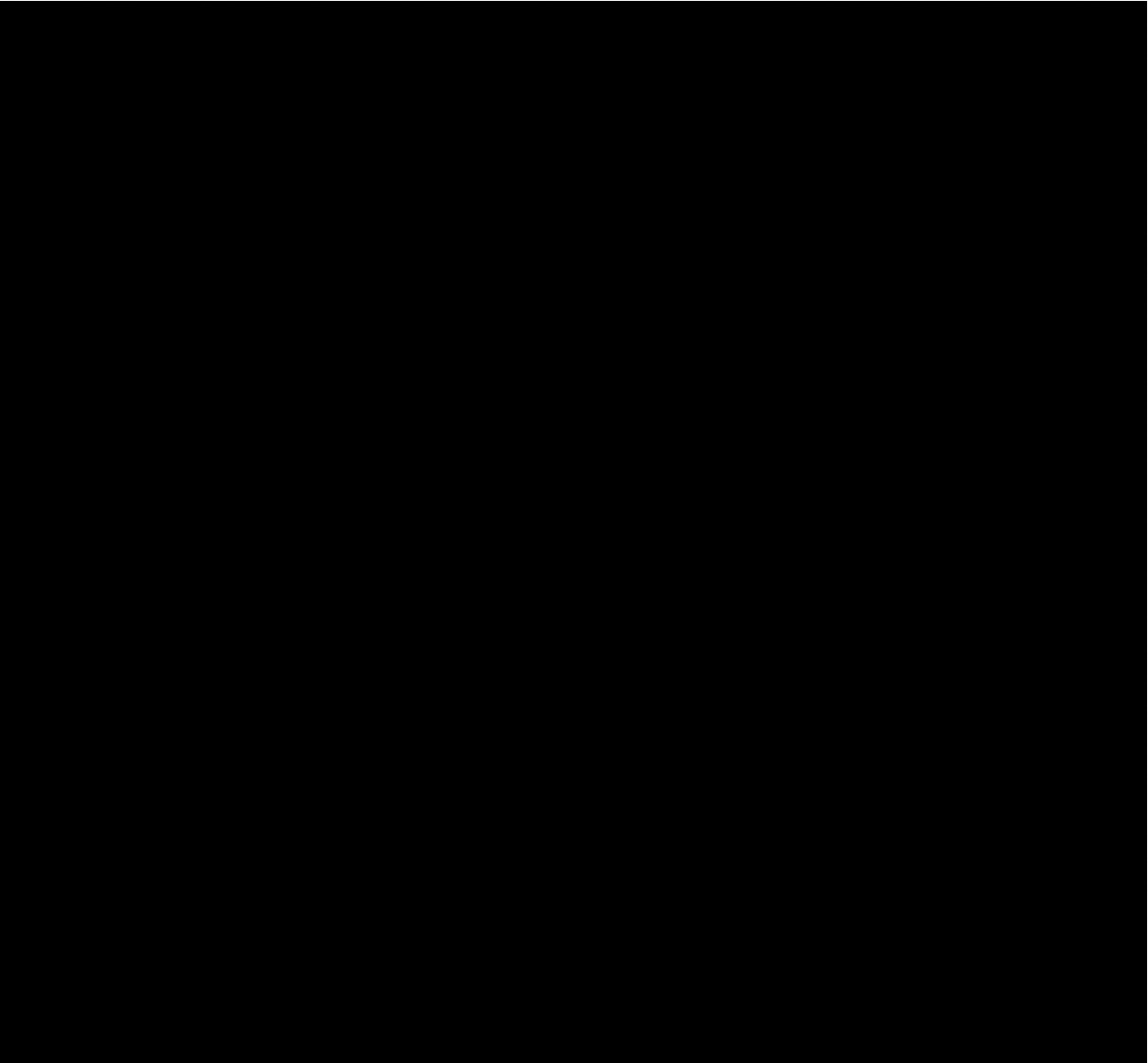
[REDACTED]

[REDACTED]









7.3. Confidentiality. From and after the Effective Date, neither party shall disclose the terms of this Agreement except:

- (a) with the prior written consent of the other party;
- (b) to any governmental body having jurisdiction and specifically requiring such disclosure;
- (c) in response to a valid subpoena or as otherwise may be required by law or regulatory request;
- (d) for the purposes of disclosure in connection with the Securities and Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, and any other

reports filed with the Securities and Exchange Commission, or any other filings, reports or disclosures that may be required under applicable laws or regulations;

(e) to a party's accountants, legal counsel, tax advisors, and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein;

(f) as required during the course of litigation and subject to protective order; provided however, that to the extent practicable any production under a protective order would be protected under an "Outside Counsel Eyes Only" or higher confidentiality designation;

