

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4110579

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LAURENT DUBESSET	02/28/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ROAMWARE SA
<b>Street Address:</b>	MAURICE CHARLENT, 53
<b>City:</b>	BRUSSELS
<b>State/Country:</b>	BELGIUM
<b>Postal Code:</b>	1160
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14781280
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)857-6395
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	2028576000
<b>Email:</b>	patentdocket@ArentFox.com
<b>Correspondent Name:</b>	ARENT FOX LLP
<b>Address Line 1:</b>	1717 K STREET, NW
<b>Address Line 4:</b>	WASHINGTON, D.C. 20006
<b>ATTORNEY DOCKET NUMBER:</b>	028327.00526
<b>NAME OF SUBMITTER:</b>	ERIC WOLKWITZ
<b>SIGNATURE:</b>	/eric wolkwitz/
<b>DATE SIGNED:</b>	10/24/2016
<b>Total Attachments: 7</b>	
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## ROAMWARE SA CONSULTING SERVICES AGREEMENT

This ROAMWARE SA CONSULTING SERVICES AGREEMENT (this "Agreement"), effective as of the latter date of execution ("Effective Date"), is entered into by and between Roamware SA, a Belgian corporation with principal offices at Maurice Charlent, 53 1160 Brussels, Belgium ("Roamware") and Roamtel SASU ("Consultant"), with an address at 24 Rue Gabriel Péri; 78114 Magny les Hamcaux; France. This Agreement describes the terms and conditions, pursuant to which Consultant will provide professional services to Roamware.

NOW THEREFORE, in consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

### 1. SCOPE OF SERVICES

1.1 Services. Consultant agrees to provide Roamware, in accordance with the terms and conditions of this Agreement, such consulting services (the "Work") attached hereto as Attachment A ("Schedule or Work"), including any "Deliverables" set forth in the Schedule of Work, as amended from time to time by agreement of the parties. For the avoidance of doubt, Consultant shall have no right to enter into any obligation on behalf of Roamware or bind Roamware (or any other Group Company) to any agreement

1.2 Duration. The duration of this Agreement will be for a 12 month period.

### 2. RELATIONSHIP OF THE PARTIES

2.1 Independent Contractors. Each party will be and act as an independent contractor and not as an employee, agent or partner of, or joint venturer with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. Nothing contained in this Agreement is intended to create nor shall be construed as creating an employment relationship between the Consultant and Roamware, and as such the Consultant has the sole right to control, supervise, and direct the method, means and manner by which the services required by this agreement will be performed. All equipment and materials used to provide the services required by this Agreement shall be furnished or provided by the Consultant. As an independent contractor the Consultant is free to provide services to any other client so long as such other clients are not in direct competition with the business of Roamware.

Roamware reserves the right to appoint, in addition to or in substitution of, the Consultant another contractor in the same geographical location.

2.2 Taxes. Consultant is wholly responsible for withholding and payment of all applicable income and other payroll taxes with respect to the services rendered under this Agreement.

2.3 Contact Person. Each party will appoint in writing an employee or agent of such party to act as the "Contact Person" for all communication between the parties related to the Work. The Contact Person will be responsible for monitoring the status of the Work and will schedule regular meetings with both technical and management personnel of each party to review the status of the Work. Either party may change its Contact Person upon written notice to the other.

2.4 No Additional Benefits. Consultant shall not be entitled to participate in any of the benefit, welfare, bonus or incentive plans maintained by Roamware for its employees.

2.5 Nonsolicitation. Both parties acknowledge and agree that the employees, agents and subcontractors of the other are a valuable asset and are difficult to replace. Accordingly, the parties agree that, for a period of six (6)

months after the completion of the Work, they will not offer employment as an employee, independent contractor or subcontractor to any employee, agent or subcontractor of the other party.

3. PAYMENTS

3.1 Payment. Roamware shall pay Consultant, upon being properly invoiced for Work actually performed to the satisfaction of Roamware under the applicable Schedule of Work for the work at rates specified in the applicable Schedule of Work. Each invoice submitted by Consultant to Roamware shall be in EURO and accompanied by the appropriate supporting documentation. Terms of payment are net fifteen (15) days after receipt of a valid invoice. Roamware shall reimburse Consultant for reasonable expenditures, only if such expenditures are approved by Roamware in writing, in advance. It is hereby specified that the rate of payment includes any potential compensation in respect of any goodwill established during the term of the agreement on its termination.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Ownership. Consultant agrees that Roamware owns and shall own all data and information, inventions, technology, know-how, materials, notes, records, designs, ideas (whether or not patentable), texts, graphics, interfaces, navigational devices, menus, menu structures and arrangements, icons, help and other operational instructions, computer programs (including, without limitation, the literal and nonliteral material expressions of ideas that operate, cause, direct, manipulate, access, or otherwise affect the software), mask works, improvements, devices, developments, discoveries, inventions, trade secrets, processes, formulae, algorithms, procedures method and/or techniques authored, conceived, reduced to practice or made by Consultant (alone or jointly) on behalf of Roamware and in the course of performing the Work, including without limitation the Deliverables (collectively the "Results"), and all Intellectual Property Rights therein (as defined below). "Intellectual Property Rights" with respect to a specified subject matter shall mean all U.S. and foreign patents, trade secrets, know-how, trademarks, trade names, copyrights, moral rights, designs, rights of publicity, mask work rights, utility models, and other industrial or intangible property rights of similar nature; all grants and registrations worldwide in connection with the foregoing and all other rights with respect thereto existing; all applications for any such grant or registration, all rights of priority under international conventions to make such applications and the right to control their prosecution, and all amendments, continuations, divisions and continuations-in-part of such applications; and all corrections, reissues, patents of addition, extensions and renewals of any such grant, registration or right.

4.2 Assignment. Unless otherwise agreed to in the Schedule of Work, Consultant hereby assigns to Roamware all rights, title and interest throughout the world in and to the Results, and all Intellectual Property Rights therein.

4.2.1 Consultant hereby agrees to execute, and have executed on Roamware's behalf, all assignments and other agreements necessary to perfect Roamware's title in and to all Results, and all Intellectual Property Rights therein, from all persons in its employ and any third parties who perform any part of the Work under this Agreement.

4.2.2 As required by Roamware, Consultant shall place on any Deliverable, associated documentation, copyright and legal notices provided by Roamware.

4.2.3 Consultant agrees that if the Consultant is unable because of Consultant's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Consultant's signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering any Result assigned to the Roamware above, then Consultant hereby irrevocably designates and appoints Roamware and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and in Consultant's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents and copyright registrations thereon with the same legal force and effect as if executed by Consultant.

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- 4.3 Third Party Rights. Unless otherwise agreed to in the Schedule of Work, in the event Consultant incorporates third party software into any Results, Consultant shall secure on behalf of Roamware, all appropriate and necessary license agreements and/or other agreements necessary to ensure that Roamware has the right and ability to fully use and practice the Results developed under this Agreement for the general and specific purposes communicated to Consultant by Roamware.
- 4.4 Delivery. All tangible copies of the Results, including books, records, reports, charts, computation, analyses, computer programs and documentation thereof, computer storage media, and other graphic or written data generated by Consultant, pursuant to this Agreement shall be owned by Roamware, pursuant to Section 5.1, and shall be delivered to Roamware upon the expiration or termination of this Agreement, or earlier, upon request of Roamware.
- 4.5 Grantback. In the event Consultant incorporates into any Results, any invention improvements, development, concept, discovery or other proprietary information owned by Consultant and/or in which Consultant has an Intellectual Property right or other interest ("Item"), Roamware is hereby granted and shall have a non-exclusive royalty-free, perpetual, irrevocable, world-wide license (with right to sublicense), to make, have made, modify, create derivative works, import, have imported, display, perform, distribute and sell and export such Items in connection or with the Results.
- 4.6 No Other Rights.
- 4.6.1 Roamware retains complete ownership of all Intellectual Property in any technology or other materials supplied to Consultant by Roamware or by any of Roamware's contractors or agents. Consultant shall not have any right, title, license, or other form of ownership interest in any of Roamware's Intellectual Property existing as of the date of this Agreement, Intellectual Property later developed by Roamware, or any Intellectual Property supplied to Consultant by Roamware or by Roamware's contractors or agents.
- 4.6.2 Consultant's use of any such Roamware's Intellectual Property shall be only for the purpose of providing the Work during the Agreement, and Consultant shall not under any circumstances have any other or further right or license whatsoever with respect thereto.

5. CONFIDENTIALITY

- 5.1 Confidential Information. Consultant agrees that Roamware will supply or may have already supplied Consultant with preexisting or new, confidential know-how and related information owned by Roamware and/or its licensors, suppliers, members, Consultant, or customers, including without limitation, patentable inventions for which no registration has yet been applied or received; business/commercialization plans; software; financial information; employee information, member/customer/supplier/licensor information; currently unpublished information and processes; cost/earnings information; project assignments; the terms of this Agreement and the associated Results ("Confidential Information").
- 5.2 Obligations of Confidentiality. Consultant hereby agrees to hold in strict confidence and refrain from publication, dissemination or other use of the Results, and any confidential information it received from Roamware and/or any third party by virtue of this Agreement. The obligations of this Paragraph shall not apply to information (a) which was already in the possession of Consultant prior to the commencement of the Work other than from Roamware, directly or indirectly; (b) which was or which becomes publicly known through no fault of Consultant; (c) which Consultant rightfully receives from third parties without restriction; or (d) which is approved for release by prior written authorization from Roamware. Consultant shall disclose Confidential Information solely to its employees with a need to know such information for the purposes of this Agreement. Consultant further agrees that each employee which it selects to have access to such information or Results covered by this Agreement shall be bound by an appropriate agreement protecting the confidentiality of such information using terms no less restrictive than those herein. Consultant shall use the same level of effort to

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comply with these obligations as it uses to protect its own information of similar importance, but in no case less than reasonable efforts.

5.3 Disclosure of Confidential Information to Roamware. Consultant acknowledges that Roamware does not desire to receive confidential information of third parties, and Consultant agrees not to disclose the same to Roamware, exclusive of third party software embedded in any Results.

5.4 Return of Confidential Information. Within thirty (30) days following the expiration or termination of this Agreement, Consultant will return to Roamware all copies of Confidential Information. Furthermore, Consultant agrees to delete, erase and destroy all copies of such Confidential Information including without limitation Confidential Information located on Consultant's computer drives and/or Consultant's retained media.

## 6. REPRESENTATIONS AND WARRANTIES MADE BY CONSULTANT

6.1 Compliance with Specifications. Consultant warrants, represents and states that as a condition of this Agreement, all Deliverables and Work delivered and/or performed hereunder will satisfy and comply with their respective Specifications.

6.2 Additional Warranties. Consultant represents and warrants that as a condition of this Agreement:

- (A) Consultant and its representatives are the sole authors of Results developed under this Agreement, and all such representatives are bound by agreements necessary to fully assign title to all such Results to Roamware in accordance with Section 5 above and otherwise necessary to comply with this Agreement;
- (B) no information confidential to any other party was used in the preparation of or is incorporated within any Results, or will be received by Roamware in the course of receiving any Service;
- (C) to a reasonable certainty no virus, turn-off device, encryption code, or lock-out device is included within a Result;
- (D) no third party including without limitation, employees, agents, representatives, subcontractors, has any right, title or interest in any Result;
- (E) no Result was in the public domain at the time of delivery to Roamware;
- (F) the Deliverables will be compatible with Roamware's equipment platforms, data databases, architecture, and other software; and
- (G) all of the Results developed hereunder shall be in compliance with all applicable laws, rules and regulations as of the date of delivery thereof.

6.3 In the performance of their respective obligations under this Agreement the Consultant shall at all times strictly comply with all applicable laws, regulations and orders, including without limitation the US Foreign Corrupt Practices Act. The Consultant specifically acknowledges that any intellectual property and confidential information supplied to the Consultant in accordance with the terms of this agreement are subject to the United States export controls pursuant to the Export Administration Regulations and the Consultant agrees that it shall not export or re-export the intellectual property, confidential information or any product thereof, directly or indirectly to or for use in any country except as permitted by such United States export control.

## 7. INDEMNIFICATION

As used in this section, "Indemnified Parties" shall mean Roamware, its employees and agents. Consultant shall defend or settle, at its sole expense, any and all suits, proceedings and claims for (i) infringement or alleged

infringement of any Intellectual Property or other proprietary right of any third party, arising out of or relating to any of the Results or Work, software, materials, equipment, combination, concepts information or process designed, procured or delivered by Consultant pursuant to or in connection with this Agreement; or (ii) breach by Consultant of any of its obligations contained in this Agreement, and shall indemnify and hold the Indemnified Parties harmless from and against all claims, damages, loss and expense on account of such claim (including attorney's fees). Roamware may, at its own expense, assist in such defense if it so chooses, provided that Consultant shall control such defense and all negotiations relative to the settlement of any such claim. Roamware shall promptly provide Consultant with written notice of any claim which Roamware believes falls within the scope of this section, but failure to give such notice shall not impair the obligations of Consultant set forth in this Section.

The Consultant shall comply with local Health and Safety requirements and hereby agrees to indemnify and hold harmless Roamware, its officers and office holders, representatives, agents and employees from and against any and all claims, demands, suits, losses, fines, surcharges, damages, costs and expenses arising out of the Consultant's failure to comply with such laws.

8. TERM AND TERMINATION

8.1 Term. This Agreement will take effect on the Effective Date and will remain in effect for one year from the effective date, unless earlier terminated in accordance with Section 8.2, or until all of the Work has been completed. No compensation is payable to the Consultant as a resultant of the expiry of this agreement.

8.2 Termination.

8.2.1 This Agreement may be terminated, with or without cause by Roamware, upon thirty (30) days' prior written notice to Consultant and without any obligation on Roamware to pay any compensation to the Consultant. The Consultant is required to give thirty (30) days' prior notice to the Company to terminate the agreement.

8.2.2 In the event of "force majeure", the party being delayed or damaged thereby will inform the other party as soon as possible, but in any event within seven days after the start of such "force majeure" specifying the nature of the "force majeure" as well as the estimate duration thereof. In the event the "force majeure" situation continues for more than sixty days or is expected to last longer than sixty days then either party is entitled to terminate this Agreement by simple notice in writing without either party being entitled to any claim for damages. Otherwise both parties' rights and obligations will be suspended and new time schedules and supply dates will be agreed upon between the parties hereto.

'Force Majeure' means any delay or failure in performance hereunder (other than failure to make payments) caused in whole or in part by any act of God or event beyond their control, including without limitation fire, strike, flood, embargo, sickness or epidemic, labor dispute, delay or failure of any subcontract, act of sabotage, terrorism, or public enemy, riot, accident, delay of carrier or supplier, internet or network outages, or voluntary or mandatory compliance with any governmental act, regulation or request.

8.2.3 The Consultant shall have no further claim or cause of action against Roamware for any cause, matter or thing relating to an alleged employment relationship between the Consultant and Roamware, including, without limitation, any claim for reasonable notice of termination, pay in lieu of notice, termination, severance or vacation pay, expenses, bonus or incentive plan payments, overtime pay, group benefits or pension entitlements whether arising pursuant to statute, contract, common law or otherwise. This Section shall survive the termination of this Agreement and shall remain binding on the Consultant.

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9. GENERAL

9.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Neither party shall assign, sub-license, subcontract, charge or otherwise encumber any of its rights or obligations under this Agreement without the prior written consent of the other party except that Roamware may assign this Agreement (i) to any entity which controls, is controlled by or is under common control with, Roamware or (ii) to any entity which succeeds to all or substantially all of Roamware's assets and business, including without limitation through IPO, merger, acquisition, or sale.

9.2 Dispute Resolution

9.2.1 Initial Dispute Procedure. The parties agree that any dispute arising under this Agreement will be first brought to the attention of the project managers, for the respective parties in the normal course of business. If the project managers for the parties are unable to resolve the issue, they will present it in writing to the designated representative for each party set forth below who will attempt, through good faith negotiations, to resolve such issue. In the event the designated representatives are unable to resolve the dispute through good faith negotiations within thirty (30) days after receiving it in writing, either party may initiate arbitration in accordance with the provisions of this Section 9.2.

9.2.2 Arbitration. Except as otherwise provided for in this Agreement, any claim, dispute or controversy arising between the parties out of or in relation to this Agreement, or breach thereof, which cannot be satisfactorily settled by the parties, shall be finally settled by arbitration within the federal Northern District of California, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

9.2.3 Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the United States and the state of California, without reference to conflict of law principles.

9.2.4 Jurisdiction. Any dispute arising out of this Agreement shall be adjudicated in Alameda County in the State of California or by the United States District Court for the Northern District of California. Each party hereto expressly consents to the personal jurisdiction of and venue in, such courts and service of process being effected upon it by registered mail and sent to the address set forth in Section 9.6 of this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney's fees from the other party.

9.3 Insurance, Licenses, Permits and Liability. The Consultant shall have all required licenses, permits, registrations or similar regulatory approvals and maintain reasonable general liability and/or professional liability and any insurance cover required by law for the provision of its services to the Company.

9.4 Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. The parties further agree to negotiate in good faith a substitute, valid and enforceable provision that most nearly effects the parties' intent and to be bound by mutually agreed substitute provision.

9.5 No Waiver. The failure of either party to enforce at any time any of the provisions of this Agreement shall not be deemed to be a waiver of the right of either party thereafter to enforce any such provisions.

9.6 Survival. The following Articles and Sections shall survive expiration or termination of this Agreement: 2.1, 2.2, 2.6, 4 (except 4.6.2), 5, 6, 7, 8.2.3 and 9.

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9.7 Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be in writing, shall be effective when given, and shall in any event be deemed to be given upon receipt, or if earlier, (a) upon delivery, if delivered by hand; (b) one business day after deposit with a commercial overnight carrier, freight prepaid; (c) five (5) days after deposit with the U.S. Postal Service, if delivered by first class mail, postage prepaid, or (d) one business day after the business day of facsimile transmission (with confirmation), if delivered by facsimile transmission with copy by first class mail, postage prepaid, and shall be addressed as set forth below, or at such other address as a party may designate by ten days' advance written notice to the other party pursuant to the provisions above and shall be addressed:

To Roamware SA:

Attn.: c/o Roamware Legal Department

Address: 2880 Lakeside Drive, Suite# 135

Santa Clara, CA 95054 USA

Phone: +1-408-486-3701

To Consultant:

Attn.: Laurent Dubeset

Address: 24 Rue Gabriel Péri;

78114 Magny les Hameaux; France

Phone: Mobile + 33 6 86 86 78 86

9.8 Publicity. The parties agree that the terms and conditions of this Agreement are confidential, and that neither party shall disclose the contents of this Agreement without the prior written consent of the other party, except that the general existence of this Agreement shall not be considered Confidential Information.

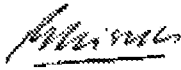
9.9 Timeliness of Performance. Consultant understands that prompt performance of the Work is required by Roamware in order to meet its schedules and commitments. Neither party, however, shall be responsible for any delays that are not due to such party's fault or negligence that could have reasonably been foreseen or provided against.

9.10 Entire Agreement. This Agreement and Exhibits attached hereto and incorporated herein constitute the entire, final, complete and exclusive agreement between the parties and supersede all previous agreements or representations, oral or written, relating to this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in this Agreement and Exhibits attached hereto, understand all terms and conditions, and agree to be bound thereby.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the Effective Date: March 1st, 2013.

ROAMWARE SA

ROAMTEL SASU

By: 

By: \_\_\_\_\_

Name: Bishal Bisht

Name: Laurent Dubeset

Title: Sr. Vice President, Finance

Title: President

Date: Feb. 28, 2013

Date: 28/02/13

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