

## REVENUE SHARING AGREEMENT

This Patent enforcement and revenue sharing agreement ("Agreement") is entered into between Hailo Technologies, LLC, a California limited liability company, hereinafter referred to as "Assignee," and Mourad Ben Ayed, an individual residing at 34256 Tupe1o st, Fremont, CA 94555, hereinafter referred to as "Assignor." This Agreement shall become effective upon being duly signed by the authorized representative of each Party, whereupon this Agreement shall enter into full force and effect in accordance with its terms ("Effective Date").

**WHEREAS**, Assignor is the sole owner of all right, title, and interest in and to U.S. Patent Number 6,756,913 entitled, "System for Automatically Dispatching Taxis to Client Locations," filed on November 1<sup>st</sup>, 1999 and issued on June 29<sup>th</sup>, 2004 (hereinafter referred to as the "Patent").

**WHEREAS**, Assignee and Assignor wish to collaborate to license or enforce the Patent through Assignee's entity. With that objective, Assignee wishes to acquire all right, title, and interest in the Patent and, in consideration thereof, agrees to share with Assignor any and all revenue generated from the enforcement, assignment, licensing, commercialization, exploitation, use, practice, and/or sale of the Patent;

**NOW, THEREFORE**, in consideration of the foregoing and of the terms hereinafter contained in this Agreement, Assignee and Assignor (also referred to as the "Party" or "Parties") agree as set forth below:

### 1. **Enforcement.**

**1.1. Search for Infringers.** Assignee hereby agrees to use reasonable commercial efforts, subject to the terms of the Agreement, to search for Third Parties that infringe on the Patent or desire to use, practice, make or sell products or services covered by the claims of the Patent and enforce any rights the Assignee has in and to or under the Patent against such Third Parties through litigation or negotiation.

**1.2. Ongoing Enforcement Efforts.** Assignee agrees that no period longer than ninety (90) days will lapse wherein the Assignee is not actively enforcing the Patent through a pending judicial proceeding and/or actively prosecuting the Patent through a pending administrative proceeding. Assignee further agrees to initiate judicial proceedings to enforce the Patent against at least three (3) Third Parties within thirty (30) days of the Effective Date.

**1.3. Assignment of Rights.** To mitigate risk during enforcement, Assignor, as part of this Agreement, hereby assigns to Assignee all right, title, and interest in, and to, the Patent in accordance with the Assignment attached hereto in Exhibit A. This includes, without limitation, the right to prosecute, and receive, all damages, royalties, awards and compensation for past, present and/or future infringement. The assignment made hereby covers the Patent and any future patents resulting from a reissue and/or reexamination proceeding relating to the Patent.

- 1.4. **Right to Prosecute.** As the owner of all right, title, and interest in and to the Patent, Assignee shall have the right to prosecute in its own name and at its own expense actions for any past, present and/or future infringement of the Patent.
  - 1.5. **Cooperation from Assignor.** Assignor will use reasonable efforts to cooperate with Assignee in a timely manner with respect to Assignee's enforcement actions related to the Patent. This includes providing to Assignee all documents in Assignor's possession related to the Patent within sixty (60) calendar days of executing this Agreement, and cooperating for purposes of meeting discovery obligations. Assignor may agree to be represented by Assignee's counsel during any litigation related to the Patent at Assignee's expense, or Assignor can retain its own counsel at its own expense.
  - 1.6. **Status Reports.** At Assignor's request, Assignee shall give Assignor a report and/or update on the status of pending litigation and/or enforcement activities. At Assignor's request, Assignee shall give Assignor copies of non-privileged and non-work-product documents relating to pending litigation and/or enforcement activities.
  - 1.7. **Reversion to Assignor.** If a period longer than ninety (90) days lapses wherein the Assignee is not actively enforcing the Patent through a pending judicial proceeding and/or actively prosecuting the Patent through a pending administrative proceeding according to Section 1.2, then Assignee shall at Assignor's written request, promptly assign all rights in the Patent to Assignor or to a party designated by Assignor, by executing an assignment document of the same nature as contained in Exhibit A to this agreement. For sake of clarify, Assignor shall not be responsible for any expenses or costs with regard to the execution of the assignment according to Section 1.7.
2. **Payment to Assignor and Expenses.**
- 2.1. **Payment to Assignor.** Assignee agrees to pay Assignor Fifty Percent (50%) of the Profit (as defined below) generated from the enforcement, assignment, licensing, commercialization, exploitation, use, practice, and/or sale of the Patent (referred to hereinafter as the "Revenue Share"), subject to the remaining provisions of this Section 2.
  - 2.2. **Profit Calculation.** Profit for the Revenue Share will be calculated as any Gross Revenue entitled to be received by Assignee from Third Parties generated from the Revenue Share minus any reasonable out-of-pocket litigation fees and costs incurred by Assignee as a result of the enforcement of rights in and to or under the Patent relating to the Revenue Share (such fees and costs, collectively, "Litigation Expenses"). Litigation costs incurred by Assignee shall be deducted first from the Gross Revenue. Litigation fees including attorney fees shall not exceed thirty percent (30%) of the Gross Revenue minus the Litigation fees. Gross Revenue shall include all amounts paid or payable to the Assignee relating to a Revenue Share, including without limitation, damages, assignment or upfront licensing fees or royalties, milestone payments, advanced royalties, royalties on sales of products incorporating or utilizing the Patent, other running royalties, sublicensing fees, equity and options to equity.
  - 2.3. **Profit from Commercialization.** In the event that the Assignee itself commercializes the Patent, or in any way desires to exploit, use, practice or make or sell products or services covered by the claims of the Patent or derives revenues otherwise than through enforcement of

the Patent, Revenue Share shall also include compensation based on the use, practice, manufacture or sales made by the Assignee in an appropriate form and amount consistent with the structure herein and as negotiated in good faith.

- 2.4. **Litigation Costs.** For sake of clarity, Assignor shall not be responsible for any expenses or costs whatsoever with regard to Assignee's efforts to enforce and/or monetize the Patent, unless Assignor affirmatively elects, in its sole discretion, to incur any such expenses or costs.
  - 2.5. **Accounting to Assignor.** Within thirty (30) business days after the Assignee and any Third Party agree on the amount of the Gross Revenue to be received from such Third Party or the amount of the Gross Revenue to be received from such Third Party is otherwise finally determined, Assignee will provide Assignor with a written report accounting for the total amount of Gross Revenue to be received from such Third Party, the total amount of incurred Litigation Expenses relating to such Third Party, the amount of Profit for the Revenue Share due the Assignor and the amount of Profit for the Revenue Share due the Assignee.
  - 2.6. **Assignee Payment Obligations.** Within ten (10) business days of receipt by the Assignee of all or a portion of any Gross Revenue from a Third Party, the Assignor's pro rata portions of the Profit for the Revenue Share as determined in accordance with Section 2.2 shall be made payable to Assignor by bank wire transfer according to banking information that shall be provided to Assignee by Assignor.
  - 2.7. **Patent Maintenance.** Assignee agrees to continue, at its expense, maintenance of the Patent at least to the same extent as the Assignor has been maintaining the Patent in the ordinary course of the Assignor's business.
3. **Representations.**
- 3.1. Assignor warrants and represents to the following:
    - 3.1.1. **Authority.** Assignor has the sole and exclusive authority to assign its entire right, title and interest in the Patent in accordance with the terms and conditions of this Agreement.
    - 3.1.2. **Entire Right.** Assignor has no knowledge of, and has not been notified by, any natural persons, corporations (for profit or not-for-profit), associations, partnerships (general or limited), joint ventures, trusts, governments or political departments, subdivisions, or agencies; or any other Third Party entity ("Third Party" or "Third Parties") who do, may, or will claim any right, title or interest in the Patent.
    - 3.1.3. **Assignor's Knowledge.** Assignor has no knowledge of, and has not been notified of, facts that would indicate that the Patent is invalid or unenforceable in a court of law.
    - 3.1.4. **No Exclusive License.** Assignor warrants, covenants and representation that there is no valid and enforceable exclusive license to any Third Party that grants the Third Party the right to make, have made, use, offer to sell, sell, transfer, and/or dispose of inventions covered by the claims of the Patent.
    - 3.1.5. **Non-Exclusive Licenses.** Assignor warrants, covenants and represents that there is no valid and enforceable non-exclusive or exclusive license to any Third Party that grants

the Third Party the right to make, have made, use, offer to sell, sell, transfer, and/or dispose of inventions covered by the claims of the Patent.

**3.1.6. Current Licensees.** Assignor has made a good faith effort to disclose to Assignee all relevant facts concerning Assignor's prior licenses, attempts to license, commercialize, and/or monetize the Patent. Assignor warrants covenants and represents that no Licensees to the Patent exist.

**3.1.7. Limitations.** Nothing in this Agreement shall be construed as:

**3.1.7.1. No Adjudication.** A warranty or representation by Assignor as to the adjudicated validity or scope of the Patent; or

**3.1.7.2. Infringement.** A warranty or representation that anything made, used, sold, or otherwise disposed of under any rights granted in this Agreement is or will be free from infringement of any rights, including any patent, copyright, or trademark rights held by any Third Party.

**4. Term and Termination.** This Agreement shall continue and shall not terminate or expire until the right to enforce the Patent to recover damages for infringing activity that occurred during the term of the patent has expired under federal law. Currently, under 35 U.S.C. § 286, a patent can be enforced to collect damages for a period of up to six (6) years before the filing of a lawsuit, including lawsuits initiated after the patent has expired.

**5. Notices.** Notices hereunder will be delivered and effective as follows:

**5.1. Delivery of Notice.** Every notice required or contemplated by this Agreement may be delivered in person or may be sent by courier, telecopy, express mail, telex, telegraph, electronic mail or postage prepaid certified or registered air mail (or its equivalent under the laws of the country where mailed), addressed to the Party for whom it is intended, at the address specified below.

to ASSIGNOR	to ASSIGNEE
Mourad Ben Ayed Email: bena@secureaccesstechnologies.com	Hailo Technologies, LLC 35 Hugus Alley, Suite 210 Pasadena, CA 91103

**5.2. Effective Notice.** Any written notice will be effective no earlier than the date actually received.

**5.2.1. By Courier or Mail.** Unless otherwise provided in this Agreement, notice by courier, or by express, certified, or registered mail, will be effective on the date it is officially recorded as delivered by return receipt or the equivalent, and in the absence of such record as to delivery, it will be rebuttably presumed to have been delivered on the fifth business day after it was deposited, first-class postage prepaid, in the mails.

- 5.2.2. **By Telex or Telegraph.** Notice by telex or telegraph will be deemed given at the time it is recorded by the carrier in the ordinary course of business as having been delivered, but in any event no later than one business day after dispatch.
- 5.2.3. **By Verbal Notice.** Notice not given in writing will be effective only if acknowledged in writing by a duly authorized officer of the Party to whom it was given.
- 5.2.4. **By Electronic Mail.** Notice given by electronic mail will be effective if receipt of the electronic message is acknowledged by the receiving Party in a responsive email, or in writing or orally.

6. **Confidential Information.**

6.1. **Non-Disclosure of Confidential Information.** Each Party may have access to Confidential Information of the other Party. "Confidential Information" means all information that can reasonably be considered confidential or proprietary, or both, and that is received by one Party from the disclosing Party, or any of the disclosing Party's affiliates, or any of the disclosing Party's attorneys or other agents, in whatever form transmitted, relating to the disclosing Party's (including its affiliates') operations, business, affairs or property, including, without limitation, research and development, business plans, trade secrets, and systems, whether or not the information is marked as being confidential or proprietary. Except as may otherwise be consented to in writing by an authorized representative of each Party, neither Party shall disclose, duplicate or publish at any time any Confidential Information of the other that may be obtained during the term of this Agreement. Each Party's obligations hereunder shall be satisfied if it uses the same degree of care as it does for its own information of a similar character, but never less than commercially reasonable efforts. Each Party further agrees that it shall not: (i) disassemble, de-compile or reverse engineer any of the other Party's Confidential Information, (ii) attempt any unauthorized access to or compilation of any of the other Party's Confidential Information, or (iii) duplicate or reproduce any of the other Party's Confidential Information except as is necessary to perform this Agreement. The provisions of this Section shall not apply to either Party's Confidential Information that: (i) becomes public knowledge without the fault of the other, (ii) becomes available to the other through a Third Party having a lawful right to disclose that Confidential Information, (iii) was independently developed by the other, or (iv) the other Party already knew prior to the execution of this Agreement, so long as the other Party's initial receipt of that Confidential Information is evidenced by documents in the other Party's possession.

6.2. **Remedies.** The Parties acknowledge that unauthorized use by a Party of the other Party's Confidential Information will diminish the value of such Confidential Information and will cause substantial and irreparable damage to the Party whose Confidential Information was improperly used, and that the remedies generally available at law may be inadequate. Accordingly, a breach of this Section shall entitle the non-breaching Party to seek equitable relief to protect its interest herein, including injunctive relief without the requirement to post bond, in addition to monetary damages.

7. **Indemnity.** Assignee agrees to defend, indemnify, and hold Assignor harmless against any action or potential future liability incurred through claims of third parties against Assignor based upon the

activities of Assignee. In addition, Assignee agrees to cover all costs, damages, expenses, and losses incurred through such claims as long as Assignor uses the counsel selected/provided by Assignee. Assignor reserves the right to use its own counsel at its own expense.

8. **Other Provisions.**

- 8.1. **Arbitration.** Notwithstanding the above, no term or condition in this Agreement shall be construed to abridge, hinder, or prevent Assignor or Assignee from seeking resolution of any claim, dispute, controversy, or other matter arising out of or relating to the Agreement. Any such claim, dispute, controversy, or other matter will be settled by binding arbitration held in the Los Angeles, California in accordance with the Commercial Rules of the American Arbitration Association then in effect. The Parties expressly waive their right to a jury trial. The Parties may take discovery by any means allowed by the Federal Rules of Civil Procedure then in effect. The arbitrator may exclude from evidence any evidence not previously shared with the other side. Each side shall pay their own attorney's fees and costs.
- 8.2. **Force Majeure Clause.** Except with respect to the payment obligations hereunder, if a Party is prevented or delayed in the performance of an obligation under this Agreement as the result of a circumstance beyond its reasonable control, including, without limitation, an act of god, war, riot, fire, terrorism, or failure of a public or private utility, such failure or delay shall not be deemed to constitute a material breach of this Agreement, but such obligation shall be performed or satisfied as soon as is reasonably practicable after the cessation of the cause of such failure or delay.
- 8.3. **Choice of Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of California, excluding its conflict of law provisions. The Parties hereby submit to the personal jurisdiction of the appropriate state and federal courts located in the State of California, and waive all objections to placing venue there, or any claim of *forum non conveniens*.
- 8.4. **Independent Entities.** The Parties are separate and independent entities. Except as may be expressly and unambiguously provided in this Agreement, no fiduciary relationship, partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship. Except to the extent expressly provided in this Agreement, neither Party has, and neither Party shall attempt to assert, the authority to make commitments for or to bind the other Party to any obligation.
- 8.5. **Use of Party Names.** Other than for purposes of enforcing the Patent against a Third Party in litigation, none of the Parties shall use the name of any other Party in any document or presentation without the express written permission of the other Party.
- 8.6. **Severability.** If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other governmental body of competent jurisdiction, and as long as the fundamental objectives of the Agreement can be carried out, then: (a) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected; (b) the provision(s) held wholly or partly invalid or unenforceable will be deemed to be amended, and the court or other governmental body is authorized to reform the provision(s), to the minimum extent necessary to render them valid

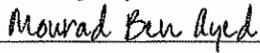
and enforceable in conformity with the Parties' intent as manifested herein; and (c) if the ruling, and/or the controlling principle of law or equity leading to the ruling, is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question, as originally set forth in this Agreement, will be deemed to be valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

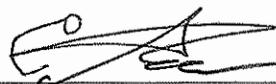
- 8.7. Timing of Performance.** The failure of either Party at any time to require performance by the other Party of any provisions of this Agreement shall in no way affect the right of such Party to require future performance of that provision. Any waiver by either Party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.
- 8.8. Entire Agreement.** Except as may be expressly provided otherwise herein, this Agreement constitutes the entire agreement between the Parties concerning the subject matter thereof. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the Parties with reference thereto will be of any force or effect. This Agreement may only be modified by written agreement of the Parties.
- 8.9. Headings.** The Section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.
- 8.10. Counterparts.** This Agreement may be executed in separate counterparts, at different times and/or on separate dates, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. Any such counterpart may comprise one or more duplicates or duplicate signature pages, any of which may be executed by less than all of the Parties, provided that each Party executes at least one such duplicate or duplicate signature page, which may also contain the signature of the other Party thereon. The Parties stipulate that a photocopy of an executed original will be admissible in evidence for all purposes in any proceeding as between the Parties.

In witness whereof, each Party has caused this Agreement to be executed by its duly authorized representative:

Mourad Ben Ayed (ASSIGNOR)  
Email: [benay@secureaccesstechnologies.com](mailto:benay@secureaccesstechnologies.com)

Hailo Technologies, LLC (ASSIGNEE)  
35 Hugus Alley, Suite 201  
Pasadena, CA 91103

DocuSigned by:  
By:   
Name: Mourad Ben Ayed  
Title: Inventor  
Date: November 27, 2016

By:   
Name: Elisabet Tovar  
Title: Manager  
Date: November 27, 2016

**EXHIBIT A**  
**ASSIGNMENT AGREEMENT**

## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is entered into by and between Hailo Technologies, LLC, a limited liability company, hereinafter referred to as "Assignee," and Mourad Ben Ayed, an individual residing at 34256 Tupelo st, Fremont, CA 94555, hereinafter referred to as "Assignor," and shall become effective upon being duly signed by the authorized representative of Assignor ("Effective Date").

### RECITALS:

Assignor and Assignee are entering into a Patent Assignment and Revenue Share Agreement (the "Agreement").

Pursuant to the Agreement, Assignor hereby desires to assign to Assignee all of its rights, title and interest in and to U.S. Patent Number 6,756,913 entitled, "System for Automatically Dispatching Taxis to Client Locations," filed on November 1<sup>st</sup>, 1999 and issued on June 29<sup>th</sup>, 2004 (hereinafter referred to as the "Patent").

For good and valuable consideration, Assignor and Assignee hereby agree as follows:

### ASSIGNMENT:

1. Assignor hereby assigns to Assignee its entire worldwide right, title and interest in and to Assignor's Patent, including the entire worldwide right, title and interest in and to any reexamination or reissue of the Patent. This includes, without limitation, the right to prosecute, and receive, all damages, royalties, awards and compensation for past, present and/or future infringement.
2. Assignor agrees to do the following without further consideration, in order to carry out the intent of this Assignment:
  - i. Execute all oaths, assignments, applications, and other papers necessary or desirable to fully secure to Assignee the rights, titles and interests herein conveyed; and
  - ii. Generally do all lawful acts for vesting in Assignee the rights, titles, and interests herein conveyed.
3. To the best of Assignor's knowledge and belief, Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed to Assignee.

4. To the best of Assignor's knowledge and belief, Assignor hereby represents and warrants that Assignor is the owner of all rights, title, and interest in the Patent and that Assignor has the authority to assign the applicable Patent pursuant to this Assignment.

The undersigned having read this Assignment and fully understanding the provisions of this Assignment, hereby executes this Assignment as of the Effective Date.

Mourad Ben Ayed (Assignor)  
Email: bena@secureaccesstechnologies.com

DocuSigned by:  
Signature: Mourad Ben Ayed  
4E2D9028AD224E9...

Print Name: Mourad Ben Ayed

Title: Inventor

Date: November 27, 2016