



U. S. PATENT No. 5,743,785 LABEL LICENSE AGREEMENT  
("Protruded Fiber Endface patent")

This Label License Agreement is effective as of December 1, 2007 (hereinafter referred to as the "Effective Date") and is by and between:

US Conec, Ltd., a corporation organized under the laws of the State of North Carolina and having a place of business at 1555 4th Ave. SE, PO Box 2306, Hickory, N.C. 28603-2306, hereinafter referred to as "US Conec", and the party, referred to as "**Customer**", **that purchases the MT ferrule with the Label License or a third party that uses the purchased ferrule in a connector.**

**NOW THEREFORE**, in mutual consideration of the promises and mutual covenants herein contained, the Parties covenant and agree as follows:

**ARTICLE I - DEFINITIONS**

- 1.1 "Label License Agreement" shall mean the instant "PATENT LABEL LICENSE AGREEMENT."
- 1.2 "Licensed Patent" shall mean United States Patent No. 5,743,785.
- 1.3 "Covered Products" shall mean any multifiber ferrule used in a connector, the use, sale or offer for sale of which infringes, contributes to the infringement of, or induces infringement of any licensed claim of the Licensed Patent.
- 1.4 "Customer" shall mean a party that purchases from US Conec any Covered Products for use, or resale to a third party that uses the Covered Products, in a connector or individually or in a bag of parts.

**ARTICLE II - LABEL LICENSE GRANT, NON-ASSERTION**

- 2.1 **Subject to the terms of this Label License Agreement, US Conec hereby grants to Customer, and Customer hereby accepts a non-transferable, non-exclusive, royalty-free, fully paid-up Label License to the Licensed Patent, to use, sell, and offer for sale Covered Products.** Upon request, US Conec will provide pricing ex-royalty for Customer if Customer certifies in writing that its terminated connectors will not require a license under the Licensed Patent.
- 2.2 Subject to the terms of this Label License Agreement, and for the avoidance of doubt:
  - (a) **the non-exclusive Label License set out in part 2.1 of this Label License Agreement attaches only to Covered Products, and any other products sourced from any entity other than US Conec shall not be covered by this Label License Agreement, and US Conec reserves all of its rights with respect to enforce its intellectual property rights against such other products and entities; and**
  - (b) **except for the non-exclusive license granted in part 2.1 of this Label License Agreement relating to the Licensed Patent, no other rights of any kind, including know-how, express or implied, are granted to Customer relating to any intellectual property rights of US Conec.**

- 2.3 Any attempts by the Customer to assert, or support an unaffiliated party in supporting an assertion, that the Licensed Patent is invalid or unenforceable, in any way or in any proceeding, including without limitation any request for re-examination, trade secret or know-how related legal action or proceeding, invalidity proceeding, or the like shall be grounds for US Conec to terminate any or all parts of this Label License Agreement as to that Customer.

### **ARTICLE III – CONSIDERATION, TERM AND TERMINATION**

- 3.1 This Label License Agreement shall be effective on the Effective Date and shall expire on expiration of the Licensed Patent.
- 3.2 In the event of the early termination of this Label License Agreement for any reason, then Customer shall have the right to complete all contracts with third parties for the sale of Licensed Products under which Customer is legally obligated on the date of termination provided all such sales are completed within six (6) months following the date of termination.
- 3.3 The right of US Conec to terminate this Label License Agreement shall not be an exclusive remedy, and US Conec shall be entitled, if the circumstances warrant, alternatively or cumulatively, to damages for breach of this Label License Agreement, to an order requiring performance of the obligations of this Label License Agreement, or to any other remedy at law or in equity.

### **ARTICLE IV - MISCELLANEOUS**

- 4.1 US Conec represents and warrants that it owns or has the right and power to Label License the Licensed Patent, that it has the right to enter into this Label License Agreement, that it is not a party to any existing assignments, grants, licenses, encumbrances, obligations or agreements, written or oral, inconsistent with this Label License Agreement.
- 4.2 Nothing in this Label License Agreement shall be construed as:
- (a) a warranty or representation by US Conec as to the validity, enforceability or scope of the Licensed Patent; or
  - (b) an obligation by US Conec to bring or prosecute actions or suits against third parties for infringement or misappropriation of the Licensed Patent; or
  - (c) an authorization to use a copyright, trademark or trade name of US Conec; or
  - (d) except in performance of an express obligation under this Label License Agreement, an obligation on the part of US Conec to buy or supply any products or services; or
  - (e) an obligation on US Conec to furnish any manufacturing or technical information.
- 4.3 Notwithstanding anything in this Label License Agreement, the Parties shall have the right to disclose to any party that US Conec and Customer have entered into a non-exclusive Label License agreement regarding the Licensed Patent.
- 4.4 Nothing herein shall be deemed to create an agency, joint venture or partnership relation between the Parties.
- 4.5 This Label License Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter hereof and supersedes all prior agreements between the Parties concerning the subject matter hereof. US Conec standard terms and conditions also apply.
- 4.6 Nothing in this Label License Agreement shall preclude US Conec from taking whatever actions are necessary to prevent immediate, irreparable harm to its interests.
- 4.7 Any questions, claims, disputes, remedies, or procedural matters shall be governed exclusively by the laws of the State of North Carolina and of the United States of America, without regard to the conflicts of law rules of any jurisdiction. The parties agree that the State of North

Carolina has a substantial relationship to this transaction and each Party agrees that the courts of North Carolina shall have exclusive jurisdiction over them and agree to submit to the exclusive jurisdiction of such courts. Accordingly, the exclusive venue for any and all litigation relating to this Label License Agreement shall be in the State of North Carolina in the state or federal court having subject matter jurisdiction.

- 4.8 The headings contained in this Label License Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Label License Agreement.
- 4.9 Should any part or provision of this Label License Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding.