Exempel 2 – Utdrag ur kommunikation mellan Japan Radio Co.,Ltd och GP&C Systems International AB.

```
Från: j02980_watanabe@m1.jrc.co.jp [mailto:j02980_watanabe@m1.jrc.co.jp]
Skickat: den 6 december 2000 03:04
Till: lans@gpc.se
Ämne: Ref. to your fax MSG No. YWA0137-00 (Japan Radio Co., Ltd)
Dear Dr. HOKAN,
Thank you for your prompt reply to our question.
As we could find the proper contact person, we would like to summarize
our position and will answer to you as soon as possible.
Best regards,
Yasuhiro Watanabe
General Manager
Maritime Sales Department
         TEL: (03) 3584-8833
         FAX: (03) 3584-8757
         e-mail:j02980@m1.jrc.co.jp
Från: j01233_kasori@ml.jrc.co.jp [mailto:j01233_kasori@ml.jrc.co.jp]
Skickat: den 8 februari 2002 08:05
Till: lans@gpc.se
Kopia: j02669_furuyama@m1.jrc.co.jp
Ämne: AIS Patent Issue
Dear Dr.Lans,
Thank you for quick e-mail reply and apologise for my slow response.
JRC wish to proceed a license agreement with now.
I am appreciated if you could send the agreement draft to my e-mail
address (j01233_kasori@m1.jrc.co.jp) and a copy to
(j02669_furuyama@ml.jrc.co.jp) and that mail address is Mr.K.Furuyama,
Senior Engineer for AIS development.
Again, Thank you in anticipation for your kind arrangement.
Yours faithfully,
Kaz Kasori
Japan Radio Co. Ltd.
THIS E-MAIL IS FOLLOWED BY AN AIR-MAIL LETTER
______
Från: j02669_furuyama@ml.jrc.co.jp [mailto:j02669_furuyama@ml.jrc.co.jp]
Skickat: den 23 mars 2002 09:40
Till: j01233_kasori@ml.jrc.co.jp; lans@gpc.se
Kopia: j02669_furuyama@m1.jrc.co.jp
Ämne: RE: AIS Patent Issue
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Dear Dr Lans,

I am Mr. Kamimoto. I will take over this issue from Mr. Kasori, because he is retiring on the end of march.

Thank you very much for your sending a draft agreement. And we are sorry for the late response.

First of all, we would like to buy a non-exclusive worldwide licence, which is the "the other possibility" in your last e-mail.

Based on the above, We have studied your draft agreement and found two uncertainties; the definition of the "Products" and the percentage of the "Royalty".

1. On the definition of the "Products"
In your draft agreement, the "Product" is defined as follows:

-Quote-

"Products" means

(i) GNSS or similar transponders

for use as mobile and/or stationary (including base) stations which include software according to the GP&C concept as covered by the Patent, consisting of navigation satellite receiver, communication computer, radio transceiver, the latter forming the so-called GNSS-time synchronized

the latter forming the so-called GNSS-time synchronized self organizing TDMA data link, and

(ii) display systems

integrated with the aforesaid equipment utilizing Know How, including software, supplied by the Assignor.

-Unquote-

Your draft agreement seems to require the transponder and display system as the range of royality.

However, your patent claims do not mentionton the concrete display system, and we have devepped the display and its software by ourselves because your know how about display is uncertaion. Therefore, we propose that the display system should be excluded from the "Products".

Furthermore, a transponder indeed includes GNSS receiver and radio transceiver etc. However,

2. On the percentage of the "Royalty"
In the letter you addressed to IALA on October 10, 1997, we can read that licence can be given for a royalty not exceeding 5%. However, your draft agreement requires "10%". We want to ask you to give us 5% or less. Frankly saying, we desire around 2% which may be the common.

We know your applied countries and their application numbers. However we are not sure the registered number of each country except USA and Japan. Could you inform us the registration numbers of other countries?

Yours faithfully,

RYDINCARLSTEN

White & Case Att: Christian Rohnke Jungernstieg 51 20354 HAMBURG Germany

Via facsimile 00 49 40 3 50 05 128

JW/ih

5 February 2004

Re. AIS License Agreement

Dear Dr. Rohnke,

I have received your fax letter dated 4 February 2004 and am surprised over the unusual position taken in respect of the disclosure of the identity of your clients and even more so over how this position is motivated.

Surely you cannot expect GPC to spend time and efforts on discussions concerning a license agreement with unidentified clients of yours. Without knowing the identity of said clients it is impossible for GPC to assess their relevance for negotiating a new license regime for the AIS market. It is not acceptable for GPC to be referred to speculations in this respect and your reference to that GPC is "well aware of which

RYDINCARLSTEN

companies are involved" is not correct. Said reference does, however, contradict your clients' need for secrecy in respect of their identity.

The only apparent reasons for your clients' refusal to state their identity are that they are either not sufficiently representative for the AIS market or that they are not interested in real negotiations but rather to have GPC engaged in an unilateral exercise.

GPC is on its part prepared to pursue constructive discussions in case you can convince your clients to abandon their claim for anonymity. GPC has in fact already prepared a response in substance to your original fax letter which can be sent once you have cleared the current obstacle for further communications.

Best regards

Jonas Westerberg

WHITE & CASE

JUNGFERNATIES 51 * 20354 HAMBURG (GERMANY)

Via facsimile: 0046 - 8 - 6 11 48 50 RydinCarlsten Advokatbyrå AB Jonas Westerberg Norrmalmstorg 14 P.O. Box 1766

SE - 11187 Stockholm

PROF. DR. CHRISTIAN ROHNKE

Secretary: Ms. Schlemmer +49 40 3 50 05 - 2 72 Ext.: +49 40 3 50 05 - 1 28 Fax:

email: crohnke@whitecase.com

February 19, 2004

AIS License Agreement

Dear Mr. Westerberg,

I have now had discussions with my clients on the issue of identification. I have further had discussions with several of my clients with regard to the possibility of a compromise generally. As a result of these discussions, I can now confirm that I have been authorized by the following companies to continue discussions with you:

BERLIN

BRATISLAVA BRÜSSEL

GUDAPEST

DRESDEN DÜSSELDORF FRANKFURT HAMBURG

HELSINKI ISTANBUL LONDON MAILAND

PARIS PITAG ROM STOCKHOLM

WARSCHAU

LOS ANGELES

MIAMI NEW YORK PALO ALTO SAN FRANCISCO WASHINGTON, D.G.

Reference:

Document:

ALMA-ATA

ANKARA BANGKOK

HO CHI MINH-STADT HONGKONG

SHANGHAI SINGAPUR TOKIO

RIAD

MEXIKO - STADT

SÃO PAULO

JOHANNESBURG

78854.H030426.CRO.csl

573665_1 [HAMBURG]

6173943.0246

- Jotron;
- JRC;
- McMurdo;
- MDS;
- SAM Electronics;
- Transas.

I assume that this removes the last obstacle to a constructive discussion. As I have mentioned before, I believe that it is necessary for us to meet in person.

Best regards,

Christian Rohnke

ATTORNEYS AT LAW TAX ADVISERS JUNGFERNSTIED 51 (PRIEN-HAUS) 20354 HAMBURG (GERHANY) WWW.WHITECASE.DE PHONE: +49 40 3 50 05 - 0 FAX: +49 40 3 50 05 - III E-MAIL: HAMBURG@WHITEGASE.COM ______

Från: Jonas Westerberg

Skickat: den 16 mars 2004 15:54

Till: Christian Rohnke (crohnke@whitecase.com)

Ämne: AIS License Agreement

Dear Dr. Rohnke.

Further to our constructive meeting yesterday I have tried to reach you on the phone today in order to seek to establish a practical manner in which we could proceed with our further work. I understand that your are busy in meetings most of the day but would appreciate it if you could call me on any of the numbers listed below (my direct or mobile number after office hours).

Best regards

Jonas Westerberg RydinCarlsten Advokatbyrå AB P.O. Box 1766, 111 87 Stockholm Visiting address: Norrmalmstorg 14 Telephone + 46 8 463 39 00 Direct line + 46 8 463 39 19 Fax + 46 8 611 48 50 Mobile + 46 70 524 73 00

Från: Jonas Westerberg

Skickat: den 23 mars 2004 10:26

Till: Christian Rohnke (crohnke@whitecase.com)

Kopia: Mårten Beck-Friis **Ämne:** AIS License Agreement

Dear Dr. Rohnke,

I tried to reach you Friday last week and yesterday in order to establish status in the above matter. Please give me a call or report by e-mail.

Best regards

Jonas Westerberg RydinCarlsten Advokatbyrå AB P.O. Box 1766, 111 87 Stockholm Visiting address: Norrmalmstorg 14 Telephone + 46 8 463 39 00 Direct line + 46 8 463 39 19 Fax + 46 8 611 48 50 Mobile + 46 70 524 73 00

Från: Rohnke, Christian [mailto:crohnke@hamburg.whitecase.com]

Skickat: den 23 mars 2004 10:41

Till: Jonas Westerberg

Kopia: Mårten Beck-Friis

Ämne: RE: AIS License Agreement

Dear Mr Westerberg,

I apoglogize for having been hard to reach. Apart from a number of other pressing matters, my main problem is currently, that I have not had any feedback from any of my clients to the report on our meeting that I had mailed them. I feel uncomfortable in following this up with a new proposa on my side if I have not had a clear indication that such a compromise is favored. I will now send a rminder to my clients and get back to you asap.

Best regards

Christian Rohnke

Från: Jonas Westerberg

Skickat: den 30 mars 2004 12:21

Till: 'Rohnke, Christian'

Ämne: SV: AIS License Agreement

Dear Dr. Rohnke,

I understand your concern in respect of obtaining instructions from your clients. However, the idea with the arrangement where we first prepared a more specific revised draft between us - based on our previous understanding of our respective clients positions - was to save time and be able to move the matter forward. Our clients would of course be free to accept/reject/comment anything we present.

In view of the current delay it appears that we are not achieving the original goal with the intended handling. I will call you later today in order to establish where we stand and how we proceed.

Best regards

Jonas Westerberg RydinCarlsten Advokatbyrå AB P.O. Box 1766, 111 87 Stockholm Visiting address: Norrmalmstorg 14 Telephone + 46 8 463 39 00 Direct line + 46 8 463 39 19 Fax + 46 8 611 48 50 Mobile + 46 70 524 73 00

Från: Jonas Westerberg

Skickat: den 31 mars 2004 11:59 Till: Christian Rohnke (E-mail) Ämne: AIS License Agreement

Dear Dr. Rohnke,

Further to my e-mail and our subsequent telephone contact yesterday, I can revert as follows. It appears as though your clients do not have a genuine interest in bringing this matter forward. I understand it so that you will make a repeat effort to obtain necessary instructions/approvals but in case I have not received your response in substance on my previous mail dated 17 March 2004, on Friday this week, 2 April 2004, I will have to conclude that our discussions are no longer a viable mean to solve the AIS license issue. In that connection I also must point out that the reduction of royalties

that has been offered by GPC is and will be conditional upon a voluntary signing of license agreements and is thus not open for those companies against which GPC is forced to initiate legal proceedings (or which takes legal action against GPC).

Best regards Jonas Westerberg RydinCarlsten Advokatbyrå AB P.O. Box 1766, 111 87 Stockholm Visiting address: Norrmalmstorg 14 Telephone + 46 8 463 39 00 Direct line + 46 8 463 39 19 Fax + 46 8 611 48 50 Mobile + 46 70 524 73 00

Från: Jonas Westerberg [mailto:jonas.westerberg@rydincarlsten.se]

Skickat: den 5 april 2004 15:29 **Till:** Christian Rohnke (E-mail) **Kopia:** Mårten Beck-Friis

Ämne: SV: AIS License Agreement

Dear Dr. Rohnke,

In the absence of any reaction from your side I kindly ask you to confirm receipt of this and the below e-mail. I would also be grateful to receive your confirmation of whether your representation of named clients goes beyond the collective discussions now ended or not. (In the latter case it would not have any implications for possible future contacts with any of your clients on an individual basis).

Best regards

Jonas Westerberg RydinCarlsten Advokatbyrå AB P.O. Box 1766, 111 87 Stockholm Visiting address: Norrmalmstorg 14 Telephone + 46 8 463 39 00 Direct line + 46 8 463 39 19 Fax + 46 8 611 48 50 Mobile + 46 70 524 73 00

Från: Rohnke, Christian [mailto:crohnke@hamburg.whitecase.com]

Skickat: den 5 april 2004 15:46

Till: Jonas Westerberg

Ämne: RE: AIS License Agreement

Dear Mr Westerber,

i apologize for the delay. I hvae urgently requested instructions from my clients an will return to the matter as soon as I receive them.

Best regards Christian Rohnke

Från: Jonas Westerberg

Skickat: den 6 april 2004 11:26

Till: 'Rohnke, Christian' **Kopia:** Mårten Beck-Friis

Ämne: SV: AIS License Agreement

Dear Dr. Rohnke,

I appreciate your efforts but must in the current situation report a deadline to my client. I must thus ask you to commit to a date when you at the latest will be able to revert with a response in substance.

Best regards

Jonas Westerberg RydinCarlsten Advokatbyrå AB P.O. Box 1766, 111 87 Stockholm Visiting address: Norrmalmstorg 14 Telephone + 46 8 463 39 00 Direct line + 46 8 463 39 19 Fax + 46 8 611 48 50 Mobile + 46 70 524 73 00

WHITE & CASE

жистеннятия 51 · 20354 Намения (белнану)

Via facsimile: 0046 - 8 - 6 11 48 50 RydinCarlsten Advokatbyrå AB Jonas Westerberg Norrmalmstorg 14 P.O. Box 1766

SE - 11187 Stockholm

BERLIN
BRATISLAVA
BRÜSSEL
BUDAPESE
BUDAPESEN
DÜSSELDÖNF
FRANKFURT
HAMBURG
HELSINKI
ISTANBUL
LONDON
MAILAND
MOSKAU
PARIS
PRAG
ROM
STOCKHOLM
WARSCHAU

LOS ANGELES MIAMI NEW YORK PALO ALTO SAN FRANCISCO WASHINGTON, D.C.

Reference:

Document:

ALMA-ATA
ANKARA
BANGKOK
HO CHI MINH-STADT
HONCKONG
BOMBAT/MUMBAI
SHANGHAI
SINGAPUR
TOKIG

JEDDAH
RIAD
MEXIKO-STADT
SÃO PAULO

JOHANNESBURG

78854.H030426.CRO.ism/csl.

597504_1 [HAMBURG]

6173943.0246

PROF. DR. CHRISTIAN ROHNKE

Secretary: Ms. Schlemmer

Ext.: +49 40 3 50 05 - 272 Fax: +49 40 3 50 05 - 128 E-Mail: crohnke@whitecase.com

April 29, 2004

AIS License Agreement

Dear Mr. Westerberg,

I am sorry that it took so long to get back to you. After discussing the matter with my clients, I see little room for further improvement of the initial offer. In particular,

- our clients will not improve their offer of 5 % ex works manufacturer's price for all
 products using the patent or an equivalent that does not exceed this measure. Our
 clients do not believe that a solution where additional royalties are levied from our
 client's customers would be feasible;
- our clients do not agree to compute the royalty fee basis on anything other than the actual AIS component;
- our clients want the agreement to cover all applications including military and base stations using the patented protocol.

If your client agrees to these basic principles, a continuation of the negotiation with an aim to agree on a final wording of the license agreement would be useful and constructive. Otherwise, our clients are prepared to enter arbitration or litigation.

Very truly yours,

Christian Rohnke

ATTORNEYS AT LAW TAX ADVISERS

JUNGFERNSTIEG 51 (PRIEN-HAUS) 20354 HAMBURG (GERMANY) WWW.WHITECASE.DE
PHONE: +49 40 3 50 05 - 0 FAX: +49 40 3 50 05 - 111 E-MAIL: HAMBURG@WHITECASE.COM

Från: Jonas Westerberg [mailto:jonas.westerberg@rydincarlsten.se]

Skickat: den 1 maj 2004 09:34 **Till:** Christian Rohnke (E-mail) **Kopia:** Mårten Beck-Friis **Ämne:** AIS License Agreement

Dear Dr. Rohnke,

Thank you for your fax dated 29 April 2004 in the captioned matter. Although your instructions obviously do not allow you to be specific in terms of the wording of an agreement, as envisaged in our previous contacts, it should bring the matter forward in case we can agree on the principle aspects stated in items 1 - 3 of your fax. GPC has the following general view in this respect.

- 1. The differentiated royalty level is motivated by the fact that certain companies, selling to end customers, have raised the issue that they will be discriminated against in case the royalty is the same irrespective of whether the base is the lower ex works price to a distributor or the higher price charged to end customers. If your clients can provide facts or arguments to the effect that this is not the case GPC can consider a lower, single rate royalty and GPC is also open for alternative technical solutions.
- 2. GPC can agree to a principle that covers only equipment directly related to AIS and not intended to be used for other purposes. A cap value can also be introduced for such directly relevant peripherals/auxiliary equipment.
- 3. As noted already at our meeting do the standardisation processes or the IALA-correspondence not cover the non-civil market. GPC also finds it important to grant licenses in this area to the right companies i.e. those technically qualified and with sufficient resources. Only the major companies among your clients would typically be eligible for such licenses. However, subject to the signing of license agreements for Civil Aviation and Civil Maritime GPC can consider granting a limited number of licenses for all other and non-civil applications on equal terms to those of your clients, which are qualified.

I enclose hereto a copy of a revised standard agreement, which has been circulated by GPC to interested parties and suggest that you take this as a starting point for more specific suggestions from your side. In case it would facilitate the process you may also call me to discuss possible modifications.

Best regards

Jonas Westerberg RydinCarlsten Advokatbyrå AB P.O. Box 1766, 111 87 Stockholm Visiting address: Normalmstorg 14 Telephone + 46 8 463 39 00 Direct line + 46 8 463 39 19 Fax + 46 8 611 48 50 Mobile + 46 70 524 73

Från: Jonas Westerberg [mailto:jonas.westerberg@rydincarlsten.se]

Skickat: den 12 maj 2004 11:50 **Till:** Christian Rohnke (E-mail)

Kopia: Mårten Beck-Friis

Ämne: SV: AIS License Agreement

Dear Dr. Rohnke,

This is just to inquire status in respect of your response to my below e-mail. Please let me know when

you expect to be able to revert.

Best regards

Jonas Westerberg RydinCarlsten Advokatbyrå AB

Från: Rohnke, Christian [mailto:crohnke@hamburg.whitecase.com]

Skickat: den 18 maj 2004 10:52

Till: Jonas Westerberg

Ämne: RE: AIS License Agreement

Dear Mr Westerberg,

I have just returned from the holdays and will now proceed to discuss this with my clients.

Best regards Christian Rohnke

Från: Jonas Westerberg [mailto:jonas.westerberg@rydincarlsten.se]

Skickat: den 5 juli 2004 13:09 **Till:** crohnke@whitecase.com

Kopia: Håkan Lans; Mårten Beck-Friis **Ämne:** AIS License Agreement

Dear Dr. Rohnke,

It has now passed substantial time since your message on 18 May 2004 to the effect that you would proceed to discuss the main principles and the specific wording of a license agreement with your clients. Although GPC is willing to be patient in view of your need to communicate with multiple clients, the discussions must now be brought forward. Please let me have your clients response at your earliest convenience and in any event not later than 16 July 2004.

For your information I can add that GPC has concluded additional license agreements based on the standard terms since our last contact.

Best regards Jonas Westerberg

RydinCarlsten Advokatbyrå AB P.O. Box 1766, 111 87 Stockholm

Från: Jonas Westerberg [mailto:jonas.westerberg@rydincarlsten.se]

Skickat: den 12 juli 2004 14:17 **Till:** j04693_kamimoto@m1.jrc.co.jp

Kopia: LEJ00441@nifty.ne.jp; j02669_furuyama@m1.jrc.co.jp; j01233_kasori@m1.jrc.co.jp;

j02980@m1.jrc.co.jp; j02980_watanabe@m1.jrc.co.jp; Håkan Lans

Ämne: AIS Patent Issue

Dear Mr. Kamimoto,

Further to your previous correspondence with Dr. Håkan Lans of GP & C Systems International AB ("GPC") in the above matter, we have been asked by Dr. Lans to provide you with the attached latest version of the standard terms and conditions on which GPC now offers licenses to companies which

settle the SOLAS issue amicable, without resorting to litigation. As you can see the royalty is, for these companies, reduced to 5 percent for sales to end users.

Since GPC understands that JRC is and has been engaged in business which requires a license, GPC is now looking forward to have the license issue resolved with some urgency. In view of past contacts with JRC GPC is, in case JRC accepts the enclosed license, willing to extend its applicability retroactively and thus also resolve JRC's liability for past sales.

Please let me have you comments on the enclosed document or return two signed copies to Dr. Lans at your earliest convenience.

Best regards Jonas Westerberg

RydinCarlsten Advokatbyrå AB P.O. Box 1766, 111 87 Stockholm Visiting address: Norrmalmstorg 14 Telephone + 46 8 463 39 00 Direct line + 46 8 463 39 19 Fax + 46 8 611 48 50 Mobile + 46 70 524 73 00 White & Case LLP Jungfernstieg 51 (Prien-Haus) 20354 Hamburg Tel + 49 40 35005-9 Fax + 49 40 35005-111 www.whitecase.de

Rechtsanwälte Steuerberater

Jungfernstieg 51 - 20354 Hamburg (Germany)

Via facsimile and mail: 0046 8 611 48 50

RydinCarlsten Advokatbyrå AG Attn.: Mr. Jonas Westerberg P.O. Box 1766

SE-111 87 Stockholm

Sweden

PROF. DR. CHRISTIAN ROHNKE

| Secretary: Mss. Schlemmer | Ext.: | +49 40 35005-272 | Fax: | +49 40 35005-128 | E-Mail: | CRohnke@whitecase.com

Reference: Document: 78854.H030426.CRO.bra 6173943.0246 # 631130_1 [HAMBURG]

July 16, 2004

AIS License Agreement

Dear Mr. Westerberg,

Our clients are not prepared to continue negotiations if the core requirements that I have reiterated several times are not fulfilled. They are listed in my letter of April 29, 2004.

Unfortunately, your last offer does not take these issues into account. Therefore, we do not see any use in continuing the negotiations. Rather, we would ask you for an agreement to proceed to arbitration of the matter in a neutral country. We suggest WIPO arbitration in Geneva.

Best regards,

Christian Rohnke

White & Case LLP ist eine in den USA much dem Rucht den Stanten Now York gegründete Umsted Lisbility Partner/tip. Nach dem Recht des Staates New York ist die gereitrische Haltung der einzelnen Portner bescheinte.

Från: j04693_kamimoto@m1.jrc.co.jp [mailto:j04693_kamimoto@m1.jrc.co.jp]

Skickat: den 20 juli 2004 09:35

Till: Jonas Westerberg **Ämne:** AIS Patent issue

**** Resend ******

Dear Mr.Westerberg,
Thank you for your offer regarding the captioned matter.
As you may know, JRC is one of Dr.Rohnke's client. So, we can not respond your offer directly at moment. Furthermore, the contents of attached agreement is not so much improved and it is not accepted as we have informed you through Dr.Rohnke in a past time.
Your understanding to the above would be appreciated.
Best regards,
Ken Kamimoto

Japan Radio Co.,Ltd.\$B!!(B Maritime Sales Dept. International Group Ken Kamimoto Tel:+81 (0)3 3348 4099

Fax:+81 (0)3 3348 4099 Fax:+81 (0)3 3348 4139 Mobile: 090 3108 8969



1650 Tysons Boulevard McLean, VA 22102-4859 Tel 703.770.7900 Fax 703.770.7901 www.pillsburytaw.com

Via Electronic Mail & Air Mail

November 11, 2005

Kevin T. Kramer Phone: 703.770.7719 kevin.kramer@pillsburylaw.com

Prof. Dr. Christian Rohnke White & Case Jungfernstieg 51 (Prien-Haus) 20354 Hamburg GERMANY

> Re: Proposed License Agreement Between Japan Radio Co., Ltd and GP&C Systems International AB

Dear Dr. Rohnke:

We understand that, in the past, you represented Japan Radio Co., Ltd. ("JRC") in licensing discussions with GP&C Systems International AB ("GP&C"). If you no longer represent JRC, please let us know and we will contact JRC directly.

Our firm now represents GP&C in connection with its licensing of a technology portfolio relating to Automatic Identification Systems ("AIS"). GP&C owns technology covered by and claimed in International (PCT) Application No. PCT/SE92/00485, entitled "A Ποσιτίον Ινδιχατινή Σψότεμ", "filed on July 1, 1991 which contains similar subject matter to Swedish Patent No. 9102362-2, granted on May 13, 1993, and U.S. Patent No. 5,506,587, entitled "Ποσιτίον Ινδιχατινή Σψότεμ", "granted on April 9, 1996.

The technology is now internationally known as self-organizing time division multiple access (STDMA) datalink and has been standardized within the International Civil Aviation Organization (ICAO) and International Maritime Organization (IMO), both of which are special agencies of the United Nations. The technology is also subject to European standardization within the European Telecommunications Standard Institute (ETSI) and European Organisation for Civil Aviation Equipment (EUROCAE). Additional information concerning standardization of this technology can be obtained from GP&C's website (URL: www.GPC.se) and the links provided on that website.

It has come to our attention that Japan Radio Co., Ltd. ("JRC") may wish to obtain a license to GP&C's technology. Attached is a standard License Agreement and Amendment that GP&C is willing to offer to JRC. We are pleased to inform you that



November 11, 2005 Page 2

several manufacturers of the patented technology have recently executed the standard License Agreement and Amendment with GP&C.

After you have had a chance to review these documents, please call us so we can discuss them.

Very truly yours,

Kevin T. Kramer

Partner

Attachments

From: Baeza, Willie E.

Sent: Friday, November 11, 2005 3:13 PM **To:** 'crohnke@whitecase.com'

Cc: Kramer, Kevin T.; Pugh-Nolan, Jennifer L. **Subject:** Proposed JRC License with GP&C

Dear Dr. Rohnke,

Attached please find PDF files containing a letter from my colleague, Kevin Kramer, and two associated documents.

Please call me if you have any questions.

With kind regards,

Guillermo E. Baeza, Esq.

PILLSBURY WINTHROP SHAW PITTMAN LLP

1650 Tysons Blvd. McLean, Virginia 22102 Tel. No.: (703) 770-7710 Fax. No.: (703) 770-7901

E-mail: willie.baeza@pillsburylaw.com

From: Baeza, Willie E.

Sent: Wednesday, November 23, 2005 12:21 PM
 To: Baeza, Willie E.; 'crohnke@whitecase.com'
 Cc: Kramer, Kevin T.; Pugh-Nolan, Jennifer L.
 Subject: RE: Proposed JRC License with GP&C

Dr. Rohnke,

I have not heard from you in response to the e-mail copied below. Do you represent JRC in connection with this matter?

Guillermo E. Baeza, Esq.

PILLSBURY WINTHROP SHAW PITTMAN LLP

1650 Tysons Blvd. McLean, Virginia 22102 Tel. No.: (703) 770-7710 Fax. No.: (703) 770-7901

E-mail: willie.baeza@pillsburylaw.com

From: Rohnke, Christian [mailto:crohnke@hamburg.whitecase.com]

Sent: Thursday, November 24, 2005 3:28 AM

To: Baeza, Willie E.

Subject: RE: Proposed JRC License with GP&C

Dear Mr Baeza,

I have forwarded your letter to JRC but have received no instructions from them.

Best regards

Christian Rohnke

From: Baeza, Willie E. [mailto:willie.baeza@pillsburylaw.com]

Sent: Freitag, 9. Dezember 2005 01:05

To: Rohnke, Christian

Subject: RE: Proposed JRC License with GP&C

Dr. Rohnke,

Have you heard from JRC, and if not, when do you expect to hear from JRC?

Guillermo E. Baeza, Esq.

PILLSBURY WINTHROP SHAW PITTMAN LLP

1650 Tysons Blvd. McLean, Virginia 22102 Tel. No.: (703) 770-7710 Fax. No.: (703) 770-7901

E-mail: willie.baeza@pillsburylaw.com

URL: www.pillsburylaw.com

From: Rohnke, Christian [mailto:crohnke@hamburg.whitecase.com]

Sent: Friday, December 09, 2005 2:53 AM

To: Baeza, Willie E.

Subject: RE: Proposed JRC License with GP&C

Dear Mr Baeza.

I would like to clarify that I am not counsel for JRC but have acted as adviser to a group of manufacturers concerned about the issue. I have passed on your letter to JRC but I am in no position to make a guess as to their likely reaction or to ask them to keep me involved.

CR

From: Baeza, Willie E.

Sent: Friday, December 09, 2005 4:04 PM

To: 'Rohnke, Christian'

Cc: Pugh-Nolan, Jennifer L.; Kramer, Kevin T. **Subject:** RE: Proposed JRC License with GP&C

Dear Dr. Rohnke,

In view of the fact that you are not counsel to JRC, please confirm that you have no objection to us contacting JRC directly.

Thank you,

Guillermo E. Baeza, Esq.
PILLSBURY WINTHROP SHAW PITTMAN LLP
1650 Tysons Blvd.

McLean, Virginia 22102 Tel. No.: (703) 770-7710 Fax. No.: (703) 770-7901

E-mail: willie.baeza@pillsburylaw.com

URL: www.pillsburylaw.com

From: Baeza, Willie E.

Sent: Tuesday, December 13, 2005 6:41 PM
To: 'j04693_kamimoto@m1.jrc.co.jp'
Cc: Kramer, Kevin T.; Sherbow, Nancy E.
Subject: Proposed JRC License with GP&C

Dear Mr. Kamimoto,

Attached please find PDF files containing a letter from my colleague, Kevin Kramer, and two associated documents.

The original letter was sent to Dr. Rohnke in November, but he has since authorized us to contact you directly. The associated documents may require some minor changes based on recent developments, but they nevertheless serve as a good starting point for any discussions.

Please let us know if you wish to arrange a telephone conference or meeting. With kind regards,

Guillermo E. Baeza, Esq.
PILLSBURY WINTHROP SHAW PITTMAN LLP

1650 Tysons Blvd. McLean, Virginia 22102 Tel. No.: (703) 770-7710 Fax. No.: (703) 770-7901

E-mail: willie.baeza@pillsburylaw.com

URL: www.pillsburylaw.com

Bio: http://www.pillsburylaw.com/Go/bios.nsf/professionals/Guillermo%20E.%20Baeza

From: Baeza, Willie E.

Sent: Tuesday, December 20, 2005 6:16 PM
 To: Baeza, Willie E.; 'j04693_kamimoto@m1.jrc.co.jp'
 Cc: Kramer, Kevin T.; Sherbow, Nancy E.
 Subject: RE: Proposed JRC License with GP&C

Dear Mr. Kamimoto,

Below is a copy of the e-mail I sent to you last week. Please let me know when we can expect to hear back from you.

With kind regards,

Guillermo E. Baeza, Esq.

PILLSBURY WINTHROP SHAW PITTMAN LLP

1650 Tysons Blvd. McLean, Virginia 22102 Tel. No.: (703) 770-7710 Fax. No.: (703) 770-7901

E-mail: willie.baeza@pillsburylaw.com

URL: www.pillsburylaw.com

Bio: http://www.pillsburylaw.com/Go/bios.nsf/professionals/Guillermo%20E.%20Baeza

----Original Message----

From: j04693_kamimoto@m1.jrc.co.jp [mailto:j04693_kamimoto@m1.jrc.co.jp]

Sent: Tuesday, December 20, 2005 8:45 PM

To: Baeza, Willie E. Cc: jrcjimmoon@aol.com

Subject: RE: Proposed JRC License with GP&C

Dear Mr.Guillermo E.Baeza, Esq.,

JRC is a part of AIS Manufacturers Group as Pillsbury and GP&C's previous legal people are aware. There is intention for the meeting "somtime" and after the meeting JRC will revert back to you either directly or via Dr.Rohnke.

Best regards, Ken Kamimoto

Japan Radio Co.,Ltd. Maritime Sales Dept. International Group Ken Kamimoto

Tel:+81 (0)3 3348 4099 Fax:+81 (0)3 3348 4139 Mobile: 090 3108 8969

From: Baeza, Willie E.

Sent: Wednesday, December 21, 2005 10:04 AM

To: 'j04693_kamimoto@m1.jrc.co.jp' Cc: Kramer, Kevin T.; Sherbow, Nancy E.

Subject: FW: Proposed JRC License with GP&C

Dear Mr. Kamimoto,

Please note that Dr. Rohnke authorized us to contact JRC directly. For your convenience, I've copied the text of the authorization from Dr. Rohnke below.

Please let us know when the meeting will occur and when we can expect to hear back from you regarding the proposal.

With kind regards,

Guillermo E. Baeza, Esq. PILLSBURY WINTHROP SHAW PITTMAN LLP 1650 Tysons Blvd.

McLean, Virginia 22102 Tel. No.: (703) 770-7710 Fax. No.: (703) 770-7901

E-mail: willie.baeza@pillsburylaw.com

URL: www.pillsburylaw.com

Bio: http://www.pillsburylaw.com/Go/bios.nsf/professionals/Guillermo%20E.%20Baeza

MESSAGE FROM DR. ROHNKE:

From: Rohnke, Christian [mailto:crohnke@hamburg.whitecase.com]

Sent: Monday, December 12, 2005 6:23 AM

To: Baeza, Willie E.

Subject: RE: Proposed JRC License with GP&C

Dear Mr Baeza,

please feel free to contact JRC directly.

Regards,

C. Rohnke

From: Baeza, Willie E.

Sent: Tuesday, January 17, 2006 7:31 PM

To: Baeza, Willie E.; 'j04693_kamimoto@m1.jrc.co.jp'

Cc: Kramer, Kevin T.; Sherbow, Nancy E. Subject: RE: Proposed JRC License with GP&C

Dear Mr. Kamimoto,

We have not heard back from you. For your convenience, my previous message to you is copied below.

Please let us know when the meeting will occur and when we can expect to hear back from you regarding the proposal.

With kind regards,

Guillermo E. Baeza, Esq.

PILLSBURY WINTHROP SHAW PITTMAN LLP

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