

Exempel 3 – Utdrag ur kommunikation mellan Jotron och GP&C Systems International

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*

RydnCarlsten	Normalmstorg 14	Tel + 46 8 463 39 00	info@rydincarlsten.se	Reg. Office Stockholm
Advokatbyrå AB	P.O. Box 1766	Fax + 46 8 611 48 50	www.rydincarlsten.se	Reg.No 556361-2513
	SE-111 87 Stockholm			VAT No SE556361251301

New Rules 2004/02/05

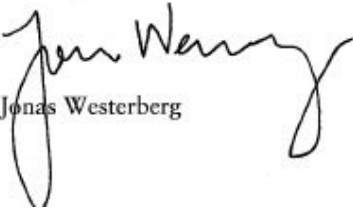
RYDINCARLSTEN

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

A handwritten signature in black ink, appearing to read "Jonas Westerberg". The signature is fluid and cursive, with a large loop at the end.

Jonas Westerberg

WHITE & CASE

JUNGFERNSTIEG 51 • 20354 HAMBURG (GERMANY)

Via facsimile: 0046 - 8 - 6 11 48 50

Rydin Carlsten
Advokatbyrå AB
Jonas Westerberg
Normalmstorg 14
P.O. Box 1766

SE - 11187 Stockholm

PROF. DR. CHRISTIAN ROHNKE

Secretary: Ms. Schlemmer

Ext.: +49 40 3 50 05 - 2 72

Fax: +49 40 3 50 05 - 1 28

email: crohnke@whitecase.com

Reference: 78854 H030426.CRO.csl
6173943.0246
Document: # 573665_1 [HAMBURG]

February 19, 2004

AIS License Agreement

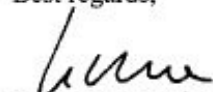
Dear Mr. Westerberg,

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:

- 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

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

BERLIN	ALMA-ATA
BRATISLAVA	ANKARA
BRUSSEL	BANGKOK
BUDAPEST	HO CHI MINH-STADT
DRESDEN	HONGKONG
DUSSELDORF	BOMBAY/MUMBAI
FRANKFURT	SHANGHAI
HAMBURG	SINGAPUR
HELSINKI	TOKIO
ISTANBUL	
LONDON	
MAILAND	
MOSKAU	
PARIS	
PRAG	JEDDAH
ROM	RIAD
STOCKHOLM	
Warschau	
LOS ANGELES	MEXIKO-STADT
MIAMI	SÃO PAULO
NEW YORK	
PALO ALTO	
SAN FRANCISCO	
WASHINGTON, D.C.	JOHANNESBURG

Från: Steinar Sæter [mailto:steinar.saeter@jotron.com]

Skickat: den 13 januari 2005 13:33

Till: lans@gpc.se

Ämne: SV: Re. Lisensavtale AIS/Mode 4.

Long time no speake.

Det er en tid siden vi hadde kontakt sist. Fra vår side så kan jeg informere om at vi måtte terminere Mode 4 prosjektet som vi hadde i samarbeide med våre norske luftfartsmyndigheter sommeren 2004. Grunnen til termineringen var at vi fikk så vidt klare tilbakemeldinger om at mode 4 ikke ville bli implementert, at vi ikke tok risikoen på å slutføre prosjektet, når markedet kanskje ikke ville åpnes.

Vi benyttet imidlertid våre erfaringer fra mode 4 prosjektet, og har utviklet en AIS, som da beklageligvis kom så sent ut i markedet at det aller meste av påbudsmarkedet var ferdig installert. Vi solgte noen enheter, i håp om å få dekket inn noen av de kostnadene som vi pådrog oss i mode 4 prosjektet. dessverre er det enda en god bit dit.

Det vi også har gjort er å avsette en lisenskommisjon til GP&C i våre regnskaper for 2004, slik utkastet i store trekk beskriver. Regnskapene for 2004 er enda ikke avsluttet, men vår revisor er i gang med det. Denne avsetningen ønsker vi imidlertid å få en formell avklaring på, og jeg ber derfor om informasjon om hva som nå er status for avtaler mellom GP&C og AIS produsenter. Jeg er godt kjent med en del diskusjoner som har pågått over en del tid, men er ikke klar over status pr i dag. Jotron ved Sten Frizell (for øvrig en lansmann av deg) inngikk i sin tid en avtale, men slik jeg forstår så skal alle avtaler nå være like for alle produsenter (ref utkast som du sendte). Den dekker heller ikke utenfor IMO regulativet.

Vi fra vår side ser store muligheter for å videreutvikle en del av våre nød og sikkerhetsprodukter, der det kan være mulig å benytte STDMA eller nære tilknyttet teknologi. Vi ønsker imidlertid ikke å gå videre med disse prosjektene før vi vet hva vi kan forholde oss til i forhold til rettigheter - og muligheter. Vi har hatt noen møter med lokale sjøfartsmyndigheter som er åpne for å vurdere de prosjektene som vi har initiert.

På samme måte som Jotron er "far" til Epirb tilbake i 1982, som etter mye lobbyvirksomhet og gode kontakter ble en del av GMDSS, tror vi at våre nye ideer til videreføring av nye sikkerhetsprodukter basert på STDMA teknologi kan åpnes for et relativt stort internasjonalt marked.

Jeg ber om at den informasjonen jeg gir her ikke blir videreført eller benyttet utad fra deg eller GP&C i noen sammenheng. Den er kun ment for å gi deg litt informasjon om noen av de muligheten vi ser ved å bruke GP&C teknologien, helt eller delvis, for nye produkter og markeder.

Men i første omgang ønsker vi på samme måte som med patentet for Sart mot Mitsubich, og få en avklaring med hensyn til patentrettighetene og lisenser både i forhold til IMO regulativet, og i forhold til fremtidig bruk av teknologien i andre typer produkter.

Mvh

Steinar
Jotron

Steinar Saeter
Managing Director
Jotron Electronics as (www.jotron.com)
tel no. +47 33139715 (direct line)
mobile phone: +47 90736071
fax no. +47 33126780
e mail address: steinar.saeter@jotron.com
=====



Pillsbury Winthrop Shaw Pittman, LLP
1600 Tysons Boulevard
McLean, Virginia 22102
USA

Att: Mr. Kevin Kramer

Tjodalyng: 03.10.05

License Agreement

Dear Mr. Kramer.

Enclosed please find to original Agreements with Amendment as agreed. Please sign and return one of the originals.

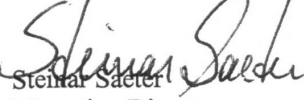
We hope you will succeed in getting the rest of the AIS manufacturers to sign the same agreement, so that all manufacturers will have the same financial platform when we meet as competitive suppliers to the same market.

If Jotron Electronics should end up together with only a minor number of manufacturers that has to pay a license fee, we will not find such a situation acceptable on long terms. Therefore we ask you to keep us briefly informed of the proceeding process and the plans you have for getting all manufacturers under the same terms.

In the meantime we are fully prepared to fulfil our obligations in the agreement, and have also plans for using the technology in other products in the future. Details have been discussed with Dr. Lans regarding this matter. Again this will depend on the process with the remaining manufacturers if we should succeed in convincing international authorities that the STDMA technology is from now on professionally handled from the commercial position.

Looking forward to hear from you again, we remains

Yours Faithfully
Jotron Electronics as


Steinar Sævi
Managing Director

JOTRON Electronics a.s

P.O. Box 54, NO-3280 Tjodalyng, Norway, Tel: +47 33 13 97 00, Fax: +47 33 12 67 80, www.jotron.com

DnB Nor Bank ASA, Account: 24400508514, Iban: NO6624400508514, BIC: UBNONOKK
Reg.no.: NO 917713324 MVA, QA Certificate: NS-EN ISO 9001:2000

TECHNOLOGY LICENSE AGREEMENT

This AGREEMENT is made effective this 30 day of September, 2005, by and between GP&C Systems International AB, a corporation organized and existing under the laws of Sweden and having a place of business in Saltsjöbaden (Stockholm), Sweden (hereinafter the "Licensor"), and Jotron Electronics, a corporation organized and existing under the laws of Norway, having its place of business at 3280 Tjodalyng, Norway (hereinafter the "Licensee").

RECITALS

WHEREAS, the Licensor is the sole and exclusive owner of all right, title, and interest in the technology covered by and claimed in International (PCT) Application No. PCT/SE92/00485, entitled "*A Position Indicating System*," 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 "*Position Indicating System*," granted on April 9, 1996 (hereinafter, collectively, the "Licensed Patents");

WHEREAS, the Licensee is desirous of acquiring non-exclusive licensing rights to the technology covered by the Licensed Patents as they are recognized to be of value for use in Civil Aviation and Civil Maritime applications; and

WHEREAS, the Licensor is willing to grant a non-exclusive license to the Licensee upon the following terms and conditions.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter contained, the sufficiency of which is herein acknowledged, the Licensor and the Licensee (hereinafter the "Parties") agree as follows:

Section 1 – Definitions

- 1.1 "Effective Date" shall mean the date the Agreement is fully executed by both Parties;
- 1.2 "Licensed Patents" shall mean Swedish Patent No. 9102362-2, European Patent No. 592 560, and U.S. Patent No. 5,506,587;
- 1.3 "Civil Aviation" shall mean any non-military activity related to aviation and includes, without limitation, the operation, monitoring, and control of civilian aircraft in the air space and on the ground as well as the operation and control of any vehicles on the ground at an airport;
- 1.4 "Civil Maritime" shall mean any non-military activity related to maritime and includes, without limitation, the operation, monitoring, and control of civilian boats and ships in any and all waterways;
- 1.5 "Licensed Products" shall mean any product, device, system, or software manufactured, configured, designed, or otherwise provided by the Licensee that employs, implements,



incorporates, and/or interfaces with the technology covered and claimed by the Licensed Patents (also known as GNSS/GPS Time Synchronized Self-Organizing TDMA) for Civil Aviation and Civil Maritime applications.

Accordingly, the Licensed Products include, but are not limited to, GNSS or similar transponder equipment for use as mobile and/or stationary stations (including base stations) that comprise navigation data or navigation satellite receiver equipment, communication computer, radio transceiver equipment, and display systems integrated with such equipment that are manufactured, configured, designed, or otherwise provided by the Licensee.

1.6 "Term" shall mean the time period from the Effective Date of this Agreement until midnight on the expiration date of the last applicable patent of the Licensed Patents to expire or until such becomes invalid as determined by a court or other tribunal of competent jurisdiction.

1.7 "Customer(s)" shall mean any person or persons, company or companies, organization or organizations purchasing the Licensed Products for use in Civil Aviation or Civil Maritime applications.

1.8 "Representative(s)" shall mean any company or companies, organization(s), agent(s), consignee(s), distributor(s) or person(s) who market, sell, or purchase the Licensed Products with the intention to resell the Licensed Products.

1.9 "Know How" shall mean all knowledge, software, experience about the Licensed Patents and the technology covered and claimed therein and its use in manufacturing, implementation, and installation thereof which is in the Licensor's possession.

1.10 "Licensed Products Sold" shall mean Licensed Products that are sold by the Licensee in the course of usual and customary arms-length sale transactions less returns, breakage or spoilage for which the seller gives credit. The Licensed Products will be considered sold when the products are invoiced by the Licensee, or if not invoiced, then when delivered by the Licensee, or if paid for before delivery, then when paid to the Licensee.

1.11 "Net Sales Price," shall mean the price billed by the Licensee for the Licensed Products Sold to Customer(s) and to Representative(s). The Net Sales Price shall include the price for all components and services regarding the License Products Sold, even if the Licensee has not billed the Customer(s) or Representative(s) for such components and services. Defaulting actions by any Customer or Representative regarding the payment for License Products Sold shall not reduce the Net Sales Price nor relieve the Licensee of its obligations to the Licensor under this Agreement.

Section 2 – Grant of Licensing Rights

2.1 Licensor hereby grants to the Licensee a non-exclusive, world-wide License under the Licensed Patents for the right to manufacture, use, market, import, offer to sell, export, sell, and lease the Licensed Products during the Term of this Agreement.

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Section 3 – Royalties and Royalty Periods

3.1 In consideration for the Licensing Rights granted in Section 2.1, the Licensee shall pay the Licensor an advance Royalty of US\$ 100,000 fifteen days after the Effective Date. If the Licensee voluntarily and without having previously resorted to litigation enters into this Agreement with Licensor, this sum shall be deducted against any future Royalty payments under Section 3.2 below.

3.2 In consideration for the Licensing Rights granted in Section 2.1, the Licensee agrees to pay the Licensor Royalties of ten percent (10%) based on the Net Sales Price of all Licensed Products Sold as defined in Sections 1.10 and 1.11 of this Agreement, subject to the minimum Royalty provided in Section 3.3 below.

In the event that Licensee, voluntarily and without having previously resorted to litigation, fully and finally waives any and all claims for relief from the obligation to pay Royalties on Licensed Products, including those intended for use on or with vessels subject to the Safety of Life at Sea (SOLAS) Convention, the Royalties established in the preceding paragraph shall be reduced to five percent (5%).

3.3 The Licensee shall pay a minimum Royalty of US\$ 10,000 during each Royalty Period as provided under Section 3.4 below.

3.4 For purposes of convenience, the first Royalty Period shall initially commence on the Effective Date of this Agreement and last through December 31, 2005 and for the duration of the Term of this Agreement thereafter, Royalty Periods shall be based on a calendar year schedule.

3.5 The Licensee shall pay the Royalties, as defined in Section 3.1, within sixty (60) days after the beginning of each Royalty Period for the Licensed Products Sold that accrued in the immediately preceding Royalty Period, except that for the first Royalty Period the Licensee shall also pay Royalties for all Licensed Products Sold that accrued in the period up to and including the Effective Date. The Licensee shall pay the Royalties accrued in the final Royalty Period within sixty (60) days after the expiration of the Term of this Agreement.

3.6 In the event that any amount payable under this Agreement is not paid by the date payment is due, as defined in Section 3.5, the Licensee shall pay interest on such amount at a per annum rate of twelve percent (12%), i.e., one percent (1%) per month.

3.7 All payments made by Licensee to Licensor under this Agreement shall be exclusive of any governmental charges, including but not limited to, duties, customs duties, registration fees, value-added taxes, goods and services taxes, federal, municipal, provincial, or communal rates, taxes, or charges.

3.8 All payments by Licensee to Licensor under this Agreement shall be made in U.S. Dollars (US\$) payable to Pillsbury Winthrop Shaw Pittman LLP, c/o Citibank, One Sansome Street, 24th Floor, San Francisco, CA 94104, Account No. 200002343, ABA # 321171184, Swift Code CITIUS33, referencing GP&C Systems International AB (032146) as beneficiary.

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Section 4 – Accounting

4.1 The Licensee shall keep accurate records in accordance with generally accepted accounting principles and in sufficient detail so as to enable the Licensor to accurately determine the Royalties payable hereunder. The Licensee shall deliver to the Licensor at the time when each payment of Royalties is due a statement certified as accurate by a duly authorized officer of the Licensee indicating the general description of Licensed Products Sold for the preceding Royalty Period, the total number of Licensed Products Sold for the preceding Royalty Period, and the corresponding total Royalty amount due.

4.2 The Licensee further agrees to permit its books and records to be examined from time-to-time during regular business hours to the extent reasonably necessary but no greater than bi-annually to verify reports provided hereunder, such examination to be made at the expense of the Licensor by an auditor or certified public accountant appointed by the Licensor. The Licensor shall request in writing a reasonable time for the inspection of records at least twenty-one (21) days prior to the requested date of inspection. Such auditor or certified public accountant shall report to the Licensor only the amount of Royalties due and payable. All other information shall not be disclosed and such auditor or certified public accountant will attest to such in the form of a signed affidavit. If, upon examination, it is determined that an error has been made by the Licensee resulting in an underpayment in an amount greater than ten (10%) of actual Royalties due, the Licensee agrees to pay the Licensor any reasonable costs incurred for the audit in addition to the difference between the underpayment and actual Royalties, as well as any interest on same from the date of the audit as prescribed above.

Section 5 – Sub-Licensing and Sub-Licensing Revenues

5.1 The Licensee shall not have the right to Sub-License the technology covered by and claimed in the Licensed Patents to third parties without the prior written consent of the Licensor.

5.2 In the event that Licensor consents to the Sub-License of the technology covered by and claimed in the Licensed Patents to third parties, the Licensee shall pay the Licensor Royalties at the rate specified in Section 3.2 above on all revenues resulting from the Sub-License.

Section 6 – Representations and Warranties of the Licensor

6.1 The Licensor represents that it is the sole and exclusive owner of all rights, title, and interest of the technology covered by and claimed in the Licensed Patents and has assumed all costs and expenses associated with the examination and processing of the Licensed Patents.

6.2 The Licensor warrants that it has the right to grant a non-exclusive, world-wide license for the making, use, and selling of the technology covered by and claimed in the Licensed Patents for Civil Aviation and Civil Maritime applications.

6.3 The Licensor further warrants that, to the best of its knowledge, there are no pending claims or threatened litigation that would affect, or otherwise encumber, the rights of the

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Licensee under this Agreement, except for the written information already conveyed to the Licensee.

6.4 The Licensors further warrants that, to the best of its knowledge, it is unaware of any third party rights which will be infringed by Licensee's exercise of the rights granted under this Agreement.

Section 7 – Representations and Warranties of the Licensee

7.1 The Licensee acknowledges that the Licensors are the sole and exclusive owners of all right, title, and interest in the technology covered by and claimed in the Licensed Patents.

7.2 The Licensee agrees to make a good faith effort to sell the Licensed Products in commercially reasonable quantities during the Term of this Agreement.

7.3 The Licensee agrees not to challenge or to assist any third party in challenging, either directly or indirectly, the validity or enforceability of any of the Licensed Patents in any court, agency, or tribunal of competent jurisdiction during the Term of this Agreement. Without limiting the foregoing, the Licensee agrees to refrain from supporting or promoting any actions of third parties in connection with any claims they may assert for relief from Royalties on Licensed Products, including Licensed Products intended for use on or with vessels subject to the Safety of Life at Sea (SOLAS) Convention, and the outcome of any legal proceedings between third parties and the Licensors in respect of claims for relief from Royalties shall not affect the Licensors' or Licensee's rights or obligations under this Agreement.

7.4 The Licensee agrees to comply with applicable national and international regulations and laws that may apply to the manufacture, use, sale, or lease of the Licensed Products including the selling, marketing, and marking provisions under the General Agreement on Tariffs and Trade (GATT) and other agreements of the World Trade Organization (WTO).

7.5 The Licensee agrees not to manufacture, use, sell, or lease the Licensed Products for products and systems that are not for Civil Aviation and Civil Maritime applications.

7.6 The Licensee agrees that all Know How supplied by the Licensors in accordance with this Agreement, and not part of the public domain, shall be treated as strictly confidential and will not be communicated to any third party except for such communication as would be necessary in the ordinary course of manufacturing, using, selling, operating, or leasing the Licensed Products. To this end, the Licensee agrees to take all necessary and suitable measures against third parties, agents, employees, and all other persons who possess the Know How and the Licensee shall hold such Know How in the strictest confidence for five (5) years after the expiration of the Term of this Agreement.

7.7 The Licensee agrees that all Know How supplied by the Licensors is and shall remain the absolute property of Licensors and that it shall return all Know How information reduced to a tangible medium to the Licensors upon the expiration of the Term of this Agreement.

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7.8 The Licensee agrees that, upon the expiration of the Term of this Agreement, it will not use, or have an interest in the use of, the Know How for any purpose and will not divulge the Know How or any portion thereof to other persons.

Section 8 – Reservation of Rights

8.1 The Parties agree that any and all rights not explicitly conveyed by this Agreement are reserved by and remain the property of the Licensor.

Section 9 – Limitation of Liability

9.1 The Licensor shall, under no circumstance, be responsible for any special, indirect, incidental, or consequential damages, such as personal injuries, damages caused by the manufacture or use of the Licensed Products, or damages on other property, loss of use, loss of profit, or capital costs.

9.2 The Parties agree that, if a third party makes claims against the Licensor based on special, indirect, incidental, or consequential damages caused by the Licensee's manufacture or use of the Licensed Products, the Licensee shall pay for such claims provided it has been given opportunity to participate in the negotiations.

Section 10 – Termination of the Agreement

10.1 The Licensor shall have the right to terminate this Agreement and revoke all Licensing Rights granted therefrom if the Licensee institutes for its protection or is made a defendant in any proceeding under any bankruptcy, insolvency, reorganization, or receivership law, or if the Licensee is placed in receivership or makes an assignment for the benefit of creditors or is unable to meet its debts in the regular course of business. The termination of this Agreement may be made by written notice to the Licensee without prejudice to any right or remedy the Licensor may have, including, but not limited to, damages for breach to the extent that damages may be recoverable.

10.2 The Licensor shall have the right to terminate this Agreement and revoke all Licensing Rights granted therefrom if it has not received, after ninety (90) days, a bank guarantee or other guarantee that is reasonably acceptable to the Licensor, for the satisfaction of any outstanding Royalties and interest payments owed, pursuant to Section 3.

10.3 The Licensor shall have the right to terminate this Agreement and revoke all Licensing Rights granted therefrom if the Licensee materially breaches any of the terms or covenants provided herein, and shall identify such breach in writing, at which time the Licensee shall have thirty (30) days to commence taking corrective measures.

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Section 11 – Applicable Law and Dispute Resolution

11.1 The execution and interpretation of this Agreement and ownership of the Licensed Patents (except for matters arising under Federal or other national laws) shall be governed by the laws of the State of New York of the United States of America without reference to conflicts of law rules or principles.

11.2 Any dispute between the Parties arising out of, or related to, this Agreement shall, in the first instance, be the subject of a meeting between the Parties to negotiate a resolution of such dispute. The meeting shall be attended by individuals from within the Parties who have decision-making authority with respect to the matter in question within sixty (60) days.

11.3 Should the negotiation, identified in Section 11.2, not lead to a settlement of the dispute within thirty (30) days of the date of the meeting, the Parties agree to arbitration in Stockholm, Sweden under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three Arbitrators appointed in accordance with said Rules. The award of the arbitrators shall be final and binding and judgment may be entered in any court of competent jurisdiction.

Section 12 – Modification of the Agreement

12.1 This Agreement shall not be modified or amended except by a written agreement executed by both Parties.

Section 13 – Finality of the Agreement

13.1 This Agreement together with any and all documents referred to herein embody the entire agreement and understanding of the Parties with respect to the transactions contemplated hereby. This Agreement supersedes and replaces all other prior commitments, arrangements, or understandings, both verbal and written, with respect to the manufacture, distribution and sale of Licensed Products between the Parties.

Section 14 – Severance of Articles, Sections, and Clauses

14.1 Each article, section, and clause of this Agreement is a distinct and severable provision and if any provision is deemed illegal, void, or unenforceable, the validity, legality, or enforceability of any other provision or portion of this Agreement will not be affected thereby.

Section 15 – Waiver of Parties

15.1 The failure of either one of the Parties to enforce at any time any term, covenant, or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof or a relinquishment of any rights associated therewith, nor shall any single or partial exercise preclude any other right or option herein.

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Section 16 – Miscellaneous Provisions

16.1 Force Majeure. No failure or omission by the Parties hereto in the performance of any obligation of this Agreement shall be deemed a breach of this Agreement or create any liability if the same shall arise from any cause or causes beyond the control of the Parties, including, but not limited to, the following: acts of God (e.g., fire, storm, flood, earthquake, etc.); accident; war; rebellion; insurrection; riot; invasion; strike; acts or omissions of any government; and any rules, regulations or orders issued by any governmental authority or by any officer, department, agency or instrumentality thereof; and further provided that such failure or omission resulting from one of the above causes is cured as soon as is practicable after the occurrence of one or more of the above-mentioned causes.

16.2 Interpretation. For purposes of interpretation, the Parties agree that this Agreement shall be construed as having been drafted by both the Licensor and the Licensee.

16.3 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party hereto acknowledges that the representative named below has the authority to execute this Agreement on behalf of the respective Party to form a legally binding contract and has caused this Agreement to be duly executed on its behalf.

LICENSOR: GP&C SYSTEMS INTERNATIONAL AB

By: [Signature] Date: October 16, 2005
Print Name: Håkan Lång
Title: Managing Director

LICENSEE: JOTRON ELECTRONICS

By: [Signature] Date: 30. September 2005
Print Name: Steinar Saeter
Title: Managing Director

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AMENDMENT

The Parties agree to amend the Technology License Agreement ("Agreement") by and between GP&C Systems International AB, a corporation organized and existing under the laws of Sweden and having a place of business in Saltsjöbaden (Stockholm), Sweden, and Jotron Electronics, a corporation organized and existing under the laws of Norway, having its place of business at 3280 Tjodalyng, Norway dated 30 September, 2005, as follows:

Section 1 – Definitions

1.5 "Licensed Products" shall not include external displays, chart systems, remote systems that are not delivered by the Licensee or that have been previously installed and provided by a third party.

1.11 "Net Sales Price" in the case of Licensed Products Sold to Representative(s) shall mean the price billed by the Licensee for the Licensed Products Sold to the Representative(s) plus twenty percent (20%) of said price.

Section 3 – Royalties and Royalty Periods

3.1 The Licensor agrees to waive the advance Royalty payment specified in Section 3.1.

3.2 The Royalty specified in Section 3.2 shall be five percent (5%).

3.3 The Licensor agrees to waive the minimum Royalty payment specified in Section 3.3.

3.5 On the Effective Date, Licensee agrees to pay Licensor the sum of US\$ 11,607.- representing Royalties due on Licensed Products Sold that accrued in the period up to and including the Effective Date, subject to audit after the first Royalty Period as provided in Section 4. In consideration for such payment, the Licensor agrees to release any claims against Licensor for such sales prior to the Effective Date.

Other Provisions

All terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

GP&C SYSTEMS INTERNATIONAL AB

By: [Signature] Date: 12 August, 2005
Dr. Håkan Lans

JOTRON ELECTRONICS

By: [Signature] Date: 30 September, 2005
Adm. Dir. Steinar Sæter

160267963v1

[Signature]

Från: Håkan Lans [mailto:lans@gpc.se]
Skickat: den 2 september 2008 22:00
Till: Steinar Sæter

Kopia: Carl-Johan Westholm
Ämne: SV: Statusrapport fra Jotron
Prioritet: Hög

Hej Steinar,

Det var länge sedan men jag hoppas allt är bra. Den amerikanska advokaten Christopher Wall på Pillsbury Winthrop som var ansvarig för licensiering för GP&C Systems International AB har numera utsetts av President George W. Bush som ansvarig inom den amerikanska administrationen speciellt inom patent och licensierings frågor. Med anledning av detta kommer Pillsbury Winthrop's engagemang att övertas av andra personer men jag återkommer om detta senare när allt är klart. Jag har inte ännu fått Jotron's redovisning från Pillsbury Winthrop men jag är tacksam om Du har möjlighet att uppdatera mig och om det finns oreglerade fodringar vore jag tacksam om de skickas direkt till GP&C Systems International AB (SEB Enskilda Bankens konto 5311-10 009 74).

Bästa Hälsningar,
Håkan

Från: Håkan Lans [mailto:lans@gpc.se]
Skickat: den 24 september 2008 17:16
Till: steinar.saeter@jotron.com
Kopia: Carl-Johan Westholm
Ämne: VB: Statusrapport fra Jotron
Prioritet: Hög

Hej Steinar,

GP&C Systems International AB revisorer har sökt efter betalningen från Jotron men inte lyckats finna något varför man bett mig kontakta Dig. Vet Du om betalningen gjordes och i så fall har Du något betalningsunderlag?

Bästa Hälsningar,
Håkan

Från: Håkan Lans [mailto:lans@gpc.se]
Skickat: den 14 oktober 2008 22:57
Till: steinar.saeter@jotron.com
Kopia: Carl-Johan Westholm; sales@jotron.com
Ämne: SV: Statusrapport fra Jotron
Prioritet: Hög

Hej Steinar,

Jag har skickat två e-brev till Dig (den 2 september och den 24 september) men inte ännu fått något svar. Vänligen bekräfta att Du fått e-breven så jag vet om Du fortfarande har Din gamla e-postadress kvar.

Hälsningar,
Håkan

Från: Steinar Sæter [mailto:steinar.saeter@jotron.com]
Skickat: den 15 oktober 2008 11:43
Till: Håkan Lans
Ämne: SV: Statusrapport fra Jotron

Hei Håkan

Jeg ble meget forundret over din henvendelse i og med at du ga tydelig beskjed til meg om at eierskapet og hele lisens saken var overført fra deg til ditt advokatselskap i USA, Pillsbury Winthorpe Shaw Pittman LLP. Det har vi forholdt oss til, og vi fikk også henvendelse derfra, og signerte avtalen med de.

Etter som vi har signert avtale med advokatselskapet ditt, så har vi derfor oversendt din henvendelse til de, og jeg regner derfor med at de vil holde deg oppdatert videre.

Fra vår side ønsker vi helt klart ikke å bli gjenstand for en 3 - kant kommunikasjon, men forholde oss til den vi har avtalen med.

Jeg håper du forstår vårt standpunkt, og ber deg derfor ta kontakt med ditt advokatselskap i USA for å få oppdatert informasjon derfra.

Mvh
Steinar
Jotron

Från: Kramer, Kevin T. [mailto:kevin.kramer@pillsburylaw.com]
Skickat: den 20 oktober 2008 18:52
Till: Håkan Lans
Ämne: RE: Jotron License

Håkan,

We do not have any record of having received this payment.

Kevin

Från: Håkan Lans [mailto:lans@gpc.se]
Skickat: den 21 oktober 2008 13:56
Till: steinar.saeter@jotron.com
Kopia: Carl-Johan Westholm
Ämne: Refererande till dagens telefonsamtal avseende licensavtal mellan Jotron och GP&C Systems International AB.
Prioritet: Hög

Hej Steinar,

Jag har nu kontrollerat kommunikationen i samband med upprättandet av avtalen 2005. Tillsammans med Ditt följebrev (se "051003 Jotron's Cover Letter.pdf") översände Du det av oss båda undertecknade Amendment (se "051016 Executed Jotron Amendment.pdf") samt licensavtalet (se "051016 Executed Jotron License.pdf") som då enbart var undertecknat av Dig. Jag vet inte varför avtalet efter att det undertecknats av mig inte kommit Dig tillhanda. Jag har inte heller fått kopior på de påstötningar som Du skickat till Pillsbury. Jag vill också bekräfta att de tillverkare som inte betalt licensavgifter är under tvist och därmed kommer att krävas på den högre licensavgiften.

I licensavtalet paragraf 3.8 står att betalning skall ske till "**Pillsbury Winthrop Shaw Pittman LLP, c/o Citibank, One Sansome Street, 24th Floor, San Francisco, CA 94104, Account No. 200002343, ABA # 321171184, Swift Code CITIUS33, Referencing GP&C Systems International AB (032146) as beneficiary**". Eftersom advokat Cristopher Wall nyligen lämnat Pillsbury så har advokatfirman nyligen frånträtt som ombud för GP&C Systems International AB vilket innebär att betalningen skall ske enligt; "**All payments under this Assignment shall be made in US Dollars (US\$) and payable to GP&C Systems International AB bank account no: SEB Enskilda Banken**"

account 5311-10 009 74.”. Eftersom det förflutit lång tid sedan avtalen upprättades så antar jag att licensavgiften också förändrats men detta är något som Du kan justera.

Bästa Hälsningar,
Håkan

Från: Håkan Lans [mailto:lans@gpc.se]

Skickat: den 25 november 2008 12:07

Till: steinar.saeter@jotron.com

Kopia: Carl-Johan Westholm

Ämne: VB: Refererande till dagens telefonsamtal avseende licensavtal mellan Jotron och GP&C Systems International AB.

Prioritet: Hög

Refererande till vårt telefonsamtal den 21 oktober 2008.

Hej Steinar,

Vänligen bekräfta utbetalning av licensavgiften enligt överenskommelse.

Hälsningar,
Håkan Lans

Från: Steinar Sæter [mailto:steinar.saeter@jotron.com]

Skickat: den 4 december 2008 10:07

Till: Håkan Lans

Kopia: Jan Ove Trana

Ämne: Ref. AIS lisens - Jotron.

Hei Håkan.

Det er ikke overført penger enda på grunn av en tilbakemelding jeg venter fra vår juridiske rådgiver.

Det gjelder punktet om likebehandling av alle AIS produsenter fra gpc, for å unngå at Jotron kommer i en særstilling og får en økonomisk ekstrabelastning gjennom å måtte betale en lisensavgift mens de øvrige AIS produsentene går klar. Det blir i så fall en negativ konkurranse vridning vi ikke ønsker å komme opp i. Jeg er lovet tilbakemelding i løpet av neste uke.

Mvh
Steinar

Anteckningar från telefonsamtal med Steinar Saeter, Jotron Electronics den 10 december 2008.

Håkan Lans (HL) ringer upp Steinar Saeter (SS) på telefonnummer +47-33139715 varefter samtalen pågår 20 minuter.

HL: Hej, jag fick ett e-mail från Dig den 4 december och det gjorde mig lite bekymrad, Du säger att ni inte har betalat och att Ni skall utreda saken. SS: Nja, det står att vi inte har betalat och att vi väntar svar från vår juridiska rådgivare. SS: Vi skall ju betala ut en miljon kronor och då vill vi vara säkra på att vi inte gör något fel för det är saker som inte är riktiga. Det är något som jag inte förstår. HL: Vad är det för något, Du skriver här att det är likabehandling. SS: Vår rådgivare säger att vi måste ha en bekräftelse på att Du skall driva en process mot alla andra. SS: Det måste vara lika behandling, det kan inte vara så att Jotron betalar och alla andra går fria. HL:

Det är ju dom som betalar, Du har som exempel SAAB som var med redan från 90-talet och dom har betalat i många år. SS: Det är många andra som inte betalar, Furuno som är en storproducent och vi har McMurdo och flera andra. Det måste vara lika behandling annars skulle vi få ett handikapp i förhållande till både Furuno och de andra som inte betalar. HL: Vem är det som säger att dom inte betalar? SS: Att Furuno inte betalar, det säger dom själva. HL: Är det andra som också säger att de inte betalar? SS: McMurdo säger att som inte betalar. HL: Du menar alltså att Furuno och Japan Radio säger att dom inte betalar? SS: Ja. SS: Dom säger att dom inte betalar och då säger jag; "I himmelens namn hela licensöverenskommelsen är baserad på att alla AIS producenterna skulle behandlas lika och betala". Då blir dom lite bekymrade och säger är det dom som betalar och inte betalar och vad tänker GP&C att göra med det.

HL: Jag blir bekymrad om företagen säger att dom inte ska betala. SS: Om dom inte ska betala vet jag inte men dom betalar inte licens.

SS: Vi måste ha en rättvis behandlig rättvis behandlig i förhållande till våra konkurrenter annars blir det helt fel. Konkurrensen måste vara helt lika. HL: Bara de inte försöker komma överens om sinsemellan för då är det ju kartellbildning. SS: Det vet jag ingen om men det jag vet är om vi skall betala en licens så skall de andra AIS producenterna betala licenser också och en så står aktör som Furuno må ju i himmelens namn betala för Furuno är de som levererat det största antalet till denna marknad.

SS: Nu har jag fått kommentarer från vår advokat och vår intention är att betala men vår intention är att få lika behandling i förhållande till andra producenter. HL: I värsta fall får man gå till EU Kommissionen får det låter nästan som att det är kartellbildning genom att avsiktligt undvika betalning. SS: Ja just det där är också EU lagen men för licenser skall vara lika för alla annars så blir det fel och konkurrensvridning.

SS: Vår advokat säger att vi kan betala men det skall också upprättas ett dokument där det ställs krav att GP&C tecknar licenser med övriga producenter så vi vet att alla får lika behandling. Och sker inte detta så skall Jotron ha rätt att kräva återbetalning.

HL: Jag håller med och jag är oerhört tacksam att om Du skulle höra att det är någon säger att dom avser att smita undan så skall vi ta tag i det omedelbart.

SS: När det gäller leveranser till fartyg så är Furuno den absolut största aktören, dom är jättestora. Vi är väldigt små i förhållande till Furuno.

SS: McMurdo har också levererat och dom säger att dom inte har någon intention att betala licens över huvudet taget. HL: Dom måste ju vara medvetna om att det är patent. SS: Det skiter dom i, Håkan.

HL: Idag i Dagens Nyheter har mycket högt uppsatta personer en helsida med ett upprop ställt till svenska regeringen där man kräver att svenska regeringen tillsammans med EU skall verka för att man får in licensintäkter på patent och att det blir rättvisa genom att engagera åklagare. SS: Det förstår jag ju annars kommer EU länderna eller producenterna i EU länderna få ett handikapp för amerikaner och japaner skiter i att betala någonting och det går inte, det går inte Håkan. HL: Jag tror inte man förstått hur stort problemet är men det är gigantiskt. SS: Ja visst är det gigantiskt det är många som har patent som blir missbrukat ute i världen, speciellt i USA och Japan. De två länderna är de största bovarna när det gäller missbruk av patent.

HL: Men McMurdo har sagt rakt på sak att dom inte bryr sig om patentet? SS: Dom har sagt att dom skiter i patentet, dom har inga intentioner att betala för patentet. Furuno säger inte det, dom är japaner, dom säger nej vi betalar inte sen vill dom inte tala mer om saken.

Från: Steinar Sæter [mailto:steinar.saeter@jotron.com]

Skickat: den 6 januari 2009 11:11

Till: Håkan Lans

Kopia: Jan Ove Trana

Ämne: VS: SV: Tilbakemelding fra Jotron.

Godt Nyttår, Håkan.

Jeg lovet deg en tilbakemelding før nyttår, og beklager at det av ulike

årsaker ikke var mulig å få det til.

Som jeg nevnte over telefon til deg, så hadde vi fått en tilbakemelding i saken som vi ønsket å gå gjennom, før vi returnerte vårt svar.

Som kjent så har det hele tiden fra vår side vært intensjonen å betale den lisensen som vi lovmessig ville bli pålagt å gjøre for AIS patentet. En klar forutsetning i denne saken har imidlertid vært hele tiden at alle AIS produsentene uansett nasjonalitet, både for ombordenheter og basestasjoner, skal betale en lisens tilsvarende. Det har vi også fått bekreftet muntlig flere ganger fra deg ville bli gjennomført. Ikke bare som en intensjon, men gjennomført til fulle. Det ble også understreket i vårt covering letter til GPC sitt advokatfirma i USA, når vi returnerte avtalen i underskrevet stand.

Vi kan nevne at dette var tilsvarende den situasjonen vi hadde i sin tid med Mitsubitchi som hadde patentrettigheter for SART enheten (Search and Rescue Radar Transponder). Der ble det gjennomført lik lisenshonorar for samtlige produsenter. Vi inngikk avtale, men avventet den gang utbetalingen (der lisensen ble avsatt årlig i våre regnskaper) inntil vi hadde en skriftlig bekreftelse fra Mitsubichi på at alle produsentene hadde signert, og lisensen innkrevd.

Jeg kan bekrefte at vi også for AIS enheten har avsatt lisens i våre regnskaper. Men forutsetningene om at alle AIS produsentene må ha en lisensavtale tilsvarende, må være oppfylt slik det hele tiden har vært enighet om. Noe annet vil være konkurransevidende og også i strid med EU sitt lovverk.

Som nevnt så har vi fått klare tilbakemeldinger på at det er AIS produsenter som ikke har signert, og heller ikke har til hensikt å betale noen form for AIS lisens. Det gjør oss urolige. Skjer det at vi blir en av få som betaler lisens, så vil vi få en negativ konkurransevidning på 6% i forhold til våre større konkurrenter. Det kan vi ikke akseptere.

Hele prosessen har tatt uforholdsmessig lang tid, og lite eller ingen ting har skjedd i løpet av den tiden fra vi signerte avtalen til i dag, selv om du forsikret oss den gang om at alle produsentene vill bli avkrevd lisens der de som ikke signerte skulle bli saksøkt. Det har ikke skjedd.

I tillegg vil jeg igjen nevne for deg at avtalen vi den gang signerte og sendte til GPC sitt advokatfirma i USA, Pillsbury, Winthrop Shaw Pittman, LLP, aldri kom i retur i signert stand. Den fikk vi først tilsendt før jul i år, etter at jeg hadde gjort deg oppmerksom på situasjonen. Vi har også opplevd at brev som ble sendt til advokatfirmaet til GPC i USA har kommet i retur med påskriften "Not deliverable. Return to sender".

Vi opplever det hele som svært uryddig og bekymringsfullt, og håper du forstår også vår situasjon og bekymringen knyttet til hele saksbehandlingen og den risiko som vi løper for å havne i en negativ konkurransesituasjon i forhold til våre konkurrenter.

Slik situasjonen nå står har vi derfor fått anbefalt å avvente utbetalingen av lisensavgiften inntil vi har fått bekreftelse fra GPC på at alle produsentene har signert avtalen og er avkrevd avgift etter samme regler som oss.

Med vennlig hilsen

Steinar
Jotron

Steinar Saeter
Managing Director
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