

COEXISTENCE AGREEMENT

THIS TRADEMARK COEXISTENCE AGREEMENT (the "Agreement"), effective as of the latter date of execution below ("Effective Date"), is by and between Quiet Riddle Ventures, LLC dba Open Whisper Systems with a place of business located at 650 Castro St., Suite 120-414 Mountain View, CA 94041 ("OWS") and Mike McGregor, an individual with a residence at 18380 Padua Court, Morgan Hill, CA 95037, also acting on behalf and signing on behalf of all corporate entities who have benefited from the trademark referenced herein ("McGregor") (hereby, each of OWS and McGregor individually referred to as a "Party" and collectively referred to as the "Parties").

RECITALS

WHEREAS, McGregor owns U.S. Reg. No. 4251075 for the word mark SIGNALIP for "Computer hardware for high-speed processing and storage of data using multiple CPU's; Computer hardware for telecommunications; Computer software for encryption; Integrated circuits and integrated circuit cores for use in wireless communications and wireless communication equipment and apparati and digital signal processors (DSP); Wireless digital electronic apparatus to secure and protect data and images on all forms of wireless equipment including mobile telecommunications equipment using an automatic synchronization process and alarm notification of the loss or theft of the wireless equipment including mobile telecommunications equipment" in Class 9; and "Computer hardware and software design; Computer hardware development; Design and development of computer hardware and software; Design for others of integrated circuits and integrated circuit cores for use in wireless communications and wireless communication equipment and apparati and digital signal processors (DSP)" in class 42 (the "McGregor Claimed Mark");

WHEREAS, OWS owns and has used the trademark SIGNAL including having filed U.S. App. No. 87038808 for "Computer software for encryption; Computer software for the encryption and decryption of communication tools." in Class 9 (the "OWS Claimed Mark");

WHEREAS, Registration of the OWS Claimed Mark was refused by the United States Patent and Trademark Office (USPTO) on the basis that it is likely to be confused with the McGregor Claimed Mark;

WHEREAS, the Parties agree that they are not competitors, confusion between their different commercial offerings is unlikely, and they have taken steps to differentiate their product and service offerings from one another;

WHEREAS, the Parties have consented to coexistence and wish to clarify the use and registration by each Party of their respective Claimed Marks so as to avoid the risk of confusion;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the sufficiency of which is acknowledged, the Parties hereto agree as follows:

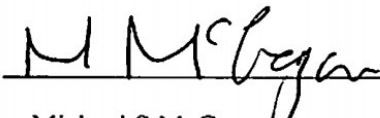
1. **Disparate Uses; Confusion Unlikely.** The Parties acknowledge and agree that their respective goods and services are different, they have different target customers, and disparate channels of trade. The Parties have determined and agree that the concurrent use of the McGregor Claimed Mark and the OWS Claimed Mark consistent with the terms of this Agreement is not likely to cause confusion, mistake, or deception as to the affiliation, connection or association of either Parties' respective goods, services or commercial activities with the other Party.
2. **Expansion.** The Parties acknowledge that the other Party may expand its use of its respective Claimed Mark, but McGregor will not to use, commercialize, offer or authorize any third party to use, commercialize, or offer software in any form under the mark SIGNAL, and OWS will not to use, commercialize, or offer nor authorize any third party to use, commercialize or offer anything under the term SIGNALIP in any of its commercial use of the SIGNAL mark.

3. **Ownership.** Each Party agrees not to object to, oppose, seek to cancel, or seek to limit in any way the other Party's use or registration of the other Party's Claimed Mark.
4. **Actual Confusion.** The Parties agree that in the event that a Party is alerted to any actual confusion, the Parties will cooperate and negotiate in good faith to take reasonable mutually acceptable steps to prevent further instances of misdirected inquiries or confusion. If either Party receives a direct inquiry related to the goods and/or services of the other Party, the Party receiving such inquiry will use its best efforts to provide prompt notice and/or direct that inquiry to the appropriate Party at the address set forth above for such Party or any such future address as such Party may have specified in writing as the address for legal notice.
5. **Additional Documents.** McGregor agrees that registration of the OWS Claimed Mark by the USPTO is consistent with the terms of the Agreement and expressly consents to the same. Each Party agrees to cooperate with the other Party to execute such additional documents as are required to effectuate the terms of this Agreement.
6. **Consideration.** OWS agrees to pay McGregor [REDACTED] in exchange for McGregor's full performance of all obligations under this Agreement.
7. **Dispute Resolution.** If the Parties are unable to cooperate to address the issue of customer confusion, should any confusion arise, the Parties will enter into non-binding mediation with a mutually agreeable mediator with a goal of achieving a written non-binding mediation opinion within sixty (60) days of the commencement of mediation to attempt to resolve any unresolved issues. The Parties shall equally share the costs of any and all alternative dispute resolution proceedings entered in connection with this Agreement.
8. **Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of California, without consideration of its conflict of law principles, and the proper legal forum (other than the fore-mentioned mediation) for any legal claims in connection with this Agreement shall be the State and Federal courts located in San Francisco, California, to whose jurisdiction the Parties hereby irrevocably submit.
9. **Binding Agreement.** This Agreement binds and inures to the benefit of the Parties and their officers, directors, employees, agents, successors, assigns, subsidiaries, parents, licensees, and related companies. This Agreement shall not be transferrable by McGregor without the prior written consent of OWS.
10. **Modification.** This Agreement may not be modified except by a writing signed by both Parties.
11. **Term; Entire Agreement.** This Agreement shall be in effect so long as the McGregor Claimed Mark is valid, enforceable, and subject to the U.S. registration referenced herein. This Agreement constitutes the entire agreement between the Parties; no party shall be bound by any term, condition, statement, warranty or representation, oral or written, not contained herein.
12. **Enforceability.** Any provision of this Agreement that may be deemed invalid or unenforceable by a court of competent jurisdiction shall in no way invalidate or render unenforceable the remainder of this Agreement, which shall remain in full force and effect.
13. **Waiver.** The failure or delay of a party at any time to enforce performance of this Agreement shall not be construed as a waiver of the right of such Party to enforce performance of this Agreement at any subsequent time.

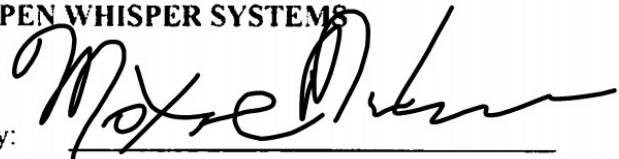
14. **Voluntary Agreement.** The Parties have read this Agreement, and each acknowledges that it is entering into it voluntarily with the opportunity to obtain advice of its own counsel.
15. **Construction.** The Parties acknowledge that each has had the opportunity to review and revise this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
16. **Capacity to Contract.** The Parties represent and warrant that they have the capacity and right to enter into this agreement.

IN WITNESS WHEREOF, the undersigned have executed two original copies this Agreement.

MICHAEL S. MCGREGOR

By: 
Name: Michael S McGregor
Title: President and CEO
Date: 12/14/2016

OPEN WHISPER SYSTEMS

By: 
Name: Moxie Marlinspike
Title: Founder
Date: 2/22/17