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January 10, 2017

VIA EMAIL PDF

Mr. Andrew Sharp, CEO
Low Power Company, Inc. ("Lopoco")
212 Thompson Square
Mountain View, CA 94043 USA

Re: Engagement letter for Legal Services by
Marc P. Schuyler / Schuyler Law Group.

Dear Andrew:

I hope this letter finds you well. It is my understanding that you would like to engage me to provide legal assistance to your company. I have therefore drafted this engagement letter to confirm the scope of legal services I would provide to you. Please review this letter and if the terms of engagement are acceptable, please sign, scan and return a full copy of this letter to me as a PDF document. Importantly, the confirmation of our engagement will be my return to you of a fully executed copy this letter, so you should please follow up if you wish to retain me and you fail to receive a fully executed copy back. Of course, should you have any questions or concerns, please feel free to call me.

Scope of Services.

It is my understanding that you would like me to assist you with patent drafting and prosecution services and representation before the US Patent and Trademark Office (USPTO). Generally speaking, I will bill for services at my normal hourly billing rate, but I will provide estimates first where practical and where services involve more than a few hours. Your approval to proceed responsive to any estimate may be given in writing, or verbally with email confirmation. As an initial projection, you would like me to assist with the finalization and filing of a contemplated provisional patent application in the US Patent Office based on materials you have already drafted, and for which I have provided you with a not-to-exceed estimate of \$3500 US (attorney fees) and a filing fee of \$130 USD.

Fees, Retainer and Expenses.

My billing rate is \$545.00 per hour, billed in six minute increments, and is subject to change on sixty days advance notice. I will invoice you on a monthly basis for fees for my time, plus any disbursements I make on your behalf. Time will be billed at the rate quoted above for my time spent performing work for you within the scope of services indicated above, as well as for any waiting time,

meeting time, telephone time, and time spent traveling outside of the San Jose/Mountain View/Palo Alto area. I will not invoice you for minor incidental costs which can be readily performed at my offices, including minor copying, facsimile, postage, email, phone and similar costs; exceptions exist for long distance phone calls, and large jobs where I may elect to use an external vendor (e.g., Kinko's). I will pass through my costs to you as part of a monthly invoice. Should out-of-area or overnight travel be required, you will reimburse me for these costs, including reasonable transportation, meal, lodging and similar out-of-pocket costs. The terms of payment are within thirty (30) days of my invoice.

Should you ask me to proceed with a project involving more than a few hours of work, or any matter involving significant lead time or cost advance on my part, I may ask you for an advance retainer sufficient to cover the expected disbursements and a portion of my expected fees before starting work - any such amount should be paid promptly upon request, i.e., before any such time as I would have to perform the work in question. Failure to make such payment may lead to delays in performance of the work. In this case, I ask for a retainer of \$2000.00 US prior to starting work; I can provide electronic wire transfer information for you, if desired, so that the retainer can be transferred to my IOLTA client trust account.

I may electively use any retainer to pay approved expenses (e.g., file history orders, travel and so forth); in addition, should payment of the fees specified above not be received in a timely manner, I may immediately or otherwise apply the retainer toward fees and may also suspend work until the retainer is restored by you (if such restoration is not promptly made, I may immediately terminate this Agreement without prejudice to fees past due). Once the engagement is ended (i.e., upon termination of our engagement), subject to outstanding fees owed me, I will promptly forward the remaining amounts back to you. The requested retainer is not related to the anticipated scope of services and should not be taken as a commitment that the anticipated fees or disbursements for work will not exceed (or bear specific relation to) the retainer amount.

Other Terms.

As you know, I also represent Inventergy (with which Lopoco has have recently entered into a licensing/monetization agreement) for licensing and transactional matters. This representation will continue concurrent with my representation of Lopoco. Furthermore, you have requested that I share confidential information regarding development of Lopoco's patent portfolio (and more generally, regarding my representation of Lopoco) with Inventergy. To reconcile these various things, the representation proposed by this Agreement will be considered a joint representation of both Lopoco and Inventergy. Your signature below conveys informed written consent of this fact and the following points: (a) notwithstanding such joint representation, Lopoco will remain solely responsible for paying my fees; (b) I may share information given to me in confidence by each of Inventergy or Lopoco which relates to the subject matter of the proposed representation of Lopoco with the other of Inventergy or Lopoco, that is, there is no confidentiality requirement regarding the subject matter of the representation proposed by this Agreement within the joint representation; and (c) in the event that a future conflict arises between Inventergy and Lopoco, Lopoco waives any claim or assertion that would keep me from continuing my representation of Inventergy for licensing and transactional matters, or for patent development patent matters which are technically different than

Lopoco's technology.¹ The consent and waivers presented by this paragraph can potentially affect Lopoco's future interests, and you are encouraged to seek the advice of independent counsel before signing this engagement letter if you have any concerns.

Should I form a law firm related to my continued provision of legal services, I may assign this agreement to that new entity (e.g., the "Schuyler Law Group") without any requirement of your advance approval. Any such assignment will not affect the scope of services, and will in practice mean that the law firm will render services through me and that invoices for my services and disbursements will come from the new entity rather than directly from me. In the event of such assignment, the usage of the first person in this agreement shall be interpreted to refer to such assignee (e.g., you agree that any lien may be recorded in the name of Schuyler Law Group or similar entity with which I combine my practice). This Agreement may not otherwise be assigned by either of us, and any such assignment shall be voidable at the election of the non-assigning party. There are no third party beneficiaries of this Agreement, including by way of example, any successor in interest to Lopoco, i.e., this Agreement and the attorney-client relationship established by this Agreement is to be considered personal to Lopoco and Inventergy.

If a need for another counsel, a patent searcher or technical expert arises, for example, non-California, foreign, litigation, trademark or other specialty counsel (e.g., a patent searcher should you decide to have an advance novelty search performed for any specific invention), I may recommend and introduce you to such specialists with whom I have relationships. However, unless otherwise agreed in writing, I will not engage any other such specialist on behalf of your, and all such engagements (and related payments) shall be solely between you and such other individuals or entities. The scope of services referenced above does not include these services, whether relating to patent searching or foreign filing, and provision of these types of services may require an additional written agreement between us.

If this letter agreement correctly reflects the scope of our agreement, please sign and complete the information requested below and mail an executed copy to me at your earliest convenience; I will then countersign and return to you, which will be your confirmation of our engagement. Thank you for the opportunity to work with you.

Very truly yours,


Marc P. Schuyler

Agreed By:

Name:

Title:

Date:


ANDREW SHARP
CEO
1/11/2017

¹Technologies shall be considered "technically different" for purposes of this Agreement as long as my activities for such other patent development matters does not create a risk of developing patent protection that would then be infringed by Lopoco.