

MOPRIA ALLIANCE, INC.
INTELLECTUAL PROPERTY RIGHTS POLICY

Purpose

MOPRIA ALLIANCE, INC. (the "Alliance") has adopted this Intellectual Property Rights Policy (the "IPR Policy") and related Rules of Procedure, if any, in order to minimize the possibility of inadvertent infringement of the Intellectual Property rights ("IPR") of Members by using or implementing any Final Specifications.

ARTICLE 1. DEFINITIONS

Unless otherwise defined herein, all capitalized terms used within this IPR Policy have the same meaning as ascribed to such terms in the Bylaws. In view of that, the following definitions shall apply to this Policy:

- (a) **"Contribution"** shall mean a submission to or for a Working Group by a Member either: (a) in writing (including a writing in electronic medium) and clearly marked as a "Contribution"; or (b) orally, so long as the Contribution is: (i) memorialized in the formal written minutes of the meeting where it was proposed as a Contribution; (ii) correctly attributed in the meeting minutes to the Member; and (iii) not withdrawn (but may be corrected in writing) by the Member before or at the time that the meeting minutes are approved at a subsequent meeting, proposing an addition to or modification of an existing Final Specification or a Draft Specification or a new Final Specification or portion thereof.
- (b) **"Draft Specification"** means all versions of a document designated as an Alliance Draft Specification, including without limitation, a technical specification, test tool, test plan, reference design documents, certification program and a document titled "Draft Specification" or words of similar meaning, and all Contributions thereto.
- (c) **"Eligible Member"** means a Founder, Seated Executive Member, Executive Member or if invited by the Board, a General Member.
- (d) **"Final Specification"** means a Draft Specification that has been adopted by the Board in accordance with the Bylaws and this IPR Policy.
- (e) **"Licensed Products"** means only those specific portions of a Requesting Member's products (hardware, software, solutions or combinations thereof) that (a) implement and are compliant with all the Normative Portion(s) of the applicable Final Specification; and (b) to the extent that the Requesting Member's products implement one or more optional portions of such Final Specification, those portions of Requesting Member's products that implement and are compliant with all Normative Portions that must be implemented to comply with such optional portions of the Final Specification.
- (f) **"Licensing Scheme"** means an element of a Working Group charter, which specifies the types of licenses required for any Necessary Claims associated with the output produced by a given Working Group.

- (g) **“Necessary Claims”** shall mean claims of a patent or patent application throughout the world that (a) are owned or controlled by a Member or its Affiliates now or at any future time; and (b) are necessarily infringed by implementing those relevant portions of the Normative Portions of the Final Specification, wherein a claim is necessarily infringed only when it is not possible to avoid infringing the claim because there is no commercially reasonable non-infringing alternative for implementing the Normative Portions of that particular Final Specification. Existence of a non-infringing alternative shall be judged based on the state of the art at the time the Final Specification is approved. Notwithstanding the foregoing sentence, Necessary Claims do not include any claims: (i) other than those set forth above, even if contained in the same patent or patent application as Necessary Claims; or (ii) that, if licensed, would require consent from, and/or a payment of royalties by, the licensor to unaffiliated third parties.
- (h) **“Normative Portion”** means a portion of a Final Specification that must be implemented to comply with such Final Specification. If such Final Specification defines optional parts, Normative Portions include those portions of the optional part that must be implemented if the implementation is to comply with such optional part. Examples and/or reference implementations and other specifications or standards that were developed outside the Working Group and which are referenced in the body of a particular Final Specification that may be included in such deliverable are not Normative Portions.
- (i) **“Participates”** (and “Participated” and “Participating”), with respect to a Working Group, shall mean that an Eligible Member joins or joined such Working Group as a participant in the drafting, modification and creation of a Draft Specification.
- (j) **“Requesting Member”** means any organization or Member, including its Affiliates, that is granted licenses for Necessary Claims from Members for a particular Final Specification.

ARTICLE 2. DISCLOSURE OF INFORMATION

SECTION 2.1. LIMITATION ON THE SCOPE OF DISCLOSED INFORMATION

The Members acknowledge that they will not, prior to the publication of a Final Specification containing information of another Member or the Alliance, disclose or exchange such information other than as part of Alliance activities among themselves or third parties and when such disclosure is necessary to further the goals set out in the purpose of the Alliance; provided, however, that disclosure of such information to third parties shall additionally be subject to prior approval by the Board.

SECTION 2.2. ALLIANCE INFORMATION

All public disclosures regarding the existence, membership and activities of the Alliance must be approved by the Board. Public disclosure of any version or revision of a Final Specification, another specification, or other related materials of the Alliance, shall be subject to the approval by the Board pursuant to the terms hereof. However, the Alliance’s general policy

shall be to disclose fully, at the agreed-upon time, all information relating to the Alliance and its activities.

ARTICLE 3. INTELLECTUAL PROPERTY LICENSING

SECTION 3.1. WORKING GROUP FORMATION NOTICE, REVIEW, AND MEMBER PARTICIPATION; SPECIFICATION NOTICE AND REVIEW; AND WITHDRAWAL

(1) Working Group Formation.

- (a) **Notice of Review Period.** The Alliance shall provide all Members with not less than sixty (60) days' prior notice (notice may be via email to all Members or via a publication on the Alliance's official website, or such other method as the Board directs) of the formation of a new Working Group ("Working Group Review Period") in which to review a proposal for that Working Group ("Working Group Proposal"). Such notice shall include at least a detailed scope of the Working Group, the scope of the intended specification as approved by the Board in accordance with the Bylaws, and the License Scheme of the new Working Group approved by the Board ("Working Group Elected License Scheme"). The Board shall also identify which, if any, General Members it intends to invite to Participate in the Working Group. Upon receipt of the Working Group Proposal, each Eligible Member, on behalf of itself and its Affiliates, shall review the Working Group Proposal to determine if the Member wishes to Participate in that Working Group.
- (b) **Working Group Participation Statement.** Upon a positive decision to Participate in the new Working Group, and prior to the expiration of the Working Group Review Period, an Eligible Member shall provide notice to the Alliance of its intention to Participate in the new Working Group and that it will license all Necessary Claims according to the Working Group Elected License Scheme, as appropriate ("Working Group Participation Statement") and subject to Sections 3.1(2)(c) and 3.1(2)(d) if applicable. There is no requirement for any Member to review or search its patent portfolio for claims that could possibly be Necessary Claims to any resulting specification of the new Working Group and there is no requirement for any Member to list Necessary Claims or Patents in its Working Group Participation Statement.
- (c) **Selection of Working Group Participants.** Only Eligible Members that provide a Working Group Participation Statement to the Alliance shall be able to Participate in the Working Group. At the end of the Working Group Review Period and upon receipt and review of all the Working Group Participation Statements, the Board shall select (i) which Eligible Members submitting Working Group Participation Statements shall comprise the Working Group and (ii) which Eligible Member shall chair the Working Group.

(2) Draft Specification Notice and Review

- (a) **Specification Review; Notice of Specification Review Period.** Upon receipt of a Draft Specification from a Working Group, the Alliance shall provide all Members with not less than sixty (60) days' prior notice (notice may be via email to all Members or via a publication on the Alliance's official website, or such other method as the Board

directs) of the proposed adoption of the Draft Specification (“Specification Review Period”). Such notice shall include a complete Draft Specification as approved by the Board and state the effective date when the Draft Specification, if it becomes a Final Specification, and all Necessary Claims therein, shall be subject to the licensing provisions of Section 3.2 herein for the Working Group Elected Licensing Scheme.

- (b) **Review of Draft Specification.** Upon receipt of such notice and the Draft Specification, each Member, on behalf of itself and its Affiliates, may review the Draft Specification for any of its Necessary Claims that may be contained therein. While there is no requirement for a Member to review or search its patent portfolio for Necessary Claims, all Members agree that failure to file a timely and complete Licensing Objection (3.1(2)(c)) or Royalty-Free Objection (3.1(2)(d)) will subject the Member and its Affiliates to the licensing obligations of Section 3.2 as to Member’s and its Affiliate’s disclosed and undisclosed Necessary Claims, despite lack of knowledge thereof by any individual Participating on behalf of such Member.
- (c) **Licensing Objection.** In the event that a Member in good faith believes that the implementation of a Draft Specification would require a license from that Member or its Affiliates, and that such Member or its Affiliates are unwilling to provide a license under such Necessary Claims in accordance with Section 3.2, hereof, that Member, on its behalf or on behalf of its Affiliate, must within the Specification Review Period provide written notification to the Secretary of the Alliance of its intent not to grant licenses under such Necessary Claims (“Licensing Objection”). Such Licensing Objection will be made by completing the current notice of Licensing Objection form adopted by the Alliance with regard to any Necessary Claims that such Member refuses to license hereunder. In the event that a Member properly submits a Licensing Objection within the Specification Review Period, such Member shall not be required to grant licenses under the identified Necessary Claims. In the event that a Member does not properly submit a Licensing Objection within the License Review Period, the licensing provisions of Section 3.2 shall apply. Notwithstanding the foregoing, a Member shall not have the right to submit a Licensing Objection with respect to any Necessary Claims in any Contribution submitted by such Member.
- (d) **Royalty-Free Objection.** In the event that the Working Group Elected License Scheme on a Draft Specification is Royalty-Free License (as defined in Section 3.2(2)(c), below), a Member who in good faith believes that the implementation of a Draft Specification would require a Royalty-Free License from that Member or its Affiliates, and that such Member or its Affiliates are unwilling to provide a Royalty-Free License, but would be willing to grant a RAND License (as defined in Section 3.2(2)(b), below) under such Necessary Claims, that Member, on its behalf or on behalf of its Affiliate, must within the Specification Review Period provide written notification to the Secretary of the Alliance of the same (“Royalty-Free Objection”). Such Royalty-Free Objection will be made by completing the current notice of Royalty-Free Objection form adopted by the Alliance with regard to any Necessary Claims that such Member refuses to license pursuant to the Royalty Free License, but which they would be willing to license pursuant to a RAND License. In the event that a Member properly submits a Royalty-Free Objection within the Specification Review Period, such Member shall not be required to grant Royalty-Free Licenses under the identified Necessary Claims, but may be required to grant RAND Licenses only if the Board elects to allow the same pursuant

to Section 3.1(2)(e). Notwithstanding the foregoing, a Member shall not have the right to submit a Royalty-Free Objection with respect to any Necessary Claims in any Contribution submitted by such Member.

- (e) If a Licensing Objection or Royalty-Free Objection is submitted in accordance with this Section 3.1(2), the Working Group developing the affected Draft Specification will, in consultation with the Board or other Alliance Working Group designated by the Board, determine how best to proceed, such as, for example, by attempting to develop a revised version of the Draft Specification that works around the patent rights that the patent rights holder has declined to license, or request the Board change the Working Group Elected License Scheme to a RAND License Scheme.

(3) Termination of Membership

Without limiting a Member's absolute right to resign from the Alliance at any time pursuant to Section 2.11 of the Bylaws, a Member exercising the right to resign or whose Membership expires and is not renewed during the Specification Review Period must either file a timely Licensing Objection or Royalty-Free Objection specifying any Necessary Claims of the Member that it does not wish to license or otherwise be subject to the Licensing Obligations of Section 3.2 as to the applicable Final Specification. For avoidance of doubt, a Member exercising the right of resignation or whose Membership expires during the Specification Review Period shall not have the right to submit a Licensing Objection or Royalty-Free Objection with respect to any Necessary Claims in any Contribution submitted by such Member.

(4) No IP Search Required

Nothing in this Section or this IPR Policy imposes any duty or obligation on any Member or prospective member to perform a patent search or other search of the Member or its Affiliates intellectual property portfolios.

SECTION 3.2. LICENSING OF MEMBER INTELLECTUAL PROPERTY RIGHTS

Except as otherwise permitted pursuant to a Member's Licensing Objection or Royalty-Free Objection, all Members and their Affiliates shall comply with the Working Group Elected License Scheme.

- (a) Licensing Obligation. Based on the Board decision in accordance with the Bylaws, each new Working Group may be formed with the Licensing Scheme elected from Licensing Schemes in Sections 3.2(2)(b) and 3.2(2)(c).
- (b) **RAND Licensing Scheme.**
 - (i) Each Member (or its Affiliate) hereby covenants that upon a request from any Requesting Member, it will grant to such Requesting Member a nonexclusive, worldwide, non-sublicensable, perpetual patent license (or an equivalent non-assertion covenant) under its Necessary Claims on fair, reasonable, and non-discriminatory terms to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute Licensed Products (the "RAND License"). For the sake of clarity, the rights set forth above include the right to directly

or indirectly authorize a third party to make unmodified copies of the Requesting Member Licensed Products and to license (optionally under the third party's license) the Requesting Member Licensed Products within the scope of, and subject to the terms of, Member's RAND License.

(ii) Such RAND License need not extend to features of a Licensed Product that are not required to comply with the Normative Portions of the applicable Final Specification.

(iii) At the election of the licensing Member, such RAND License may include a term requiring the Requesting Member to grant a reciprocal RAND License to its Necessary Claims (if any) covering the Normative Portions of the same Final Specification, but shall not require such Requesting Member to grant a license under any patent claims that are not such Necessary Claim. Such term may require the Requesting Member to grant licenses to such Normative Portions of the applicable Final Specification. The licensing Member may also include a term providing that such RAND License may be suspended with respect to the Requesting Member if that Requesting Member first sues the licensing Member for infringement by the licensing Member's Licensed Product of any of the Requesting Member's Necessary Claims covering the same Final Specification.

(iv) License terms that are fair, reasonable, and non-discriminatory beyond those specifically mentioned above may also be included, and such additional terms are left to the Requesting Members and licensing Member involved.

(c) Royalty-Free License Scheme

(i) Each Member (or its Affiliate) hereby covenants that upon a request from any Requesting Member, it will grant to such Requesting Member a nonexclusive, worldwide, non-sublicensable, perpetual patent license (or an equivalent non-assertion covenant) under its Necessary Claims without payment of royalties or fees, to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute Licensed Products (the "Royalty-Free License"). For the sake of clarity, the rights set forth above include the right to directly or indirectly authorize a third party to make unmodified copies of the Requesting Member's Licensed Products and to license (optionally under the third party's license) the Requesting Member's Licensed Products, within the scope of, and subject to the terms of, Member's Royalty-Free License.

(ii) Such Royalty-Free License need not extend to features of a Licensed Product that are not required to comply with the Normative Portions of the applicable Final Specification.

(iii) At the election of the licensing Member, such Royalty-Free License may include a term requiring the Requesting Member to grant a reciprocal Royalty-Free License to its Necessary Claims (if any) covering the Normative Portions of the same Final Specification, but shall not require such Requesting Member to grant a license under any patent claims that are not such Necessary Claim. Such term may require the Requesting Member to grant licenses on such Normative Portions of the Final Specification. The licensing Member may also include a term providing that such

Royalty-Free License may be suspended with respect to the Requesting Member if that Requesting Member first sues the licensing Member for infringement by the licensing Member's Licensed Product of any of the Requesting Member's Necessary Claims covering the same Final Specification.

(iv) License terms that are fair, reasonable, and non-discriminatory beyond those specifically mentioned above may also be included, and such additional terms are left to the Requesting Members and licensing Member involved.

SECTION 3.3. NO OTHER LICENSE

The Members agree that no patent license, immunity or other right is granted under this IPR Policy by any Member or its Affiliates to any other Members, their Affiliates, non-members, third parties or to the Alliance, either directly or by implication, estoppel or otherwise, other than the agreements to grant licenses expressly set forth in this IPR Policy.

SECTION 3.4. TRANSFER OF NECESSARY CLAIM

Licensing obligations undertakings made pursuant to Section 3 shall be interpreted as encumbrances that bind all successors-in-interest. Recognizing that this interpretation may not apply in all legal jurisdictions, any licensing obligations undertaking according to the IPR Policy by a Member who transfers ownership of a Necessary Claim that is subject to such undertaking, shall include appropriate provisions in the relevant transfer documents to ensure that the undertaking is binding on the transferee, and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding all successors-in-interest. Notwithstanding the forgoing, the undertaking shall be interpreted as binding on successors-in-interest regardless of whether such provisions are included in the relevant transfer documents.

SECTION 3.5. COPYRIGHTS

(1) Development

Subject to the rights attaching to the Final Specification as stipulated in this Section below, each Member or its Affiliates shall retain ownership of, including ownership of all copyrights in, any Contribution it makes to the Draft Specification pursuant to this IPR Policy. Each Member hereby grants to the Alliance, and agrees to cause its Affiliates to grant to the Alliance under its and their copyrights, a royalty-free, nonexclusive, worldwide, non-transferable, and sub-licensable license to reproduce, create derivative works of, distribute, display and perform its Contributions, and to have Eligible Members perform such acts solely on behalf of the Alliance, solely for the purposes of: (a) evaluating whether to include the Contribution in one or more Draft Specifications or Final Specifications; and (b) creating a derivative work of the Contribution by including the Contribution, together with other Contributions, into one or more Draft Specifications and Final Specifications.

(2) Ownership

Effective upon adoption by the Board of a Draft Specification and a Final Specification, each Member hereby assigns and agrees to cause its respective Affiliates to assign to the Alliance a non-exclusive, undivided, and equal ownership in the copyrights in the respective Draft specification and Final Specification with respect to any Contribution made by such Member or its Affiliates that is included in the Draft Specification and Final Specification. As a result of the above assignment, and the license in Section 3.5(1), the Alliance and the assigning Members or Affiliates shall each have the right to independently exercise any and all rights of copyright ownership, and sublicense such rights, in the applicable Contribution without permission of the other party and without any duty to account to the other party. For clarity, subject to the Member's or its Affiliates' joint copyright ownership in their Contributions, the Alliance shall own all right, title, and interest in the collective work, including any compilation thereof, of Contributions forming the Draft Specification and Final Specifications. The Alliance may exercise any and all rights of copyright ownership and sublicense such rights in the Draft Specification and Final Specifications as if such rights were solely owned by the Alliance, without permission of the assigning Member or Affiliate and without any duty to account.

Draft Specification and Final Specification shall contain an appropriate copyright notice in the name of the Alliance.

(3) License to Final Specification

Access by Member and its Affiliates to each Final Specification is subject to the license agreement attached hereto as **Schedule A**. The applicable period of confidentiality for each Final Specification will be one (1) year from the date of receipt unless otherwise identified in the Final Specification.

SECTION 3.6. TRADEMARK

In the event that the Alliance proposes to adopt any other name or logo as a trademark or trade name (collectively, "Trademarks"), the Alliance shall notify the Members in writing of the proposal. The Alliance shall take such steps as the Board deems necessary and proper to protect its rights under such Trademarks adopted for use by the Alliance. In furtherance thereof, the Board shall establish and disseminate reasonable and nondiscriminatory terms and conditions and procedures for the licensing and use of such Trademarks among the Members.

SECTION 3.7. SURVIVAL OF AGREEMENT TO GRANT LICENSE

Notwithstanding the dissolution of the Alliance or a Member's termination, expiration or withdrawal of its membership in the Alliance (or its withdrawal from a particular Working Group), a Member or former Member's agreement to grant a license as provided in Section 3.2 shall remain in full force and effect for the life of and for (a) any of its Necessary Claims in a Contribution made by such Member or former Member (or its Affiliate) that is incorporated into a Final Specification to which such Contribution was offered; (b) any non-contributed Necessary Claims in a Final Specification adopted by the Alliance for which the review period noticed in Section 3.1(2) ended before the effective date of dissolution or before the effective date of a Member's termination, expiration or withdrawal of membership; and (c) any Necessary Claims to a Final Specification adopted by the Alliance after the effective date of the

Member's termination, expiration or withdrawal of membership that (i) are necessary for the later-adopted Final Specification to be backwards compatible with the prior Final Specification(s); and (ii) are used in a substantially similar manner and to a substantially similar extent with a substantially similar result as the same Necessary Claims were used in a prior Final Specification for which the former Member is obligated to grant licenses. In no event is a former Member obligated to license any additional Necessary Claims under this IPR Policy (and thus, for example, a Member that withdraws from the Alliance before the end of the review period for a Draft Specification has no obligation to license its non-contributed Necessary Claims in the Final Specification, once adopted). A former Member shall remain entitled to reciprocity pursuant to Section 3.2(2)(b) or Section 3.2(2)(c) so long as that former Member remains obligated to license any Necessary Claims under this IPR Policy. This agreement to the survival of reciprocal licensing shall extend to Members regarding the Final Specification, including entities that become Members after the effective date of the former Member's termination, expiration or withdrawal.

Dissolution of the Alliance or a Member's termination, expiration or withdrawal of its membership in the Alliance (or its withdrawal from a particular Working Group) shall not have any impact on a Member's or former Member's licenses with other Members and their Affiliates that existed prior to such termination, expiration or withdrawal, other than in accordance with the individual terms of such preexisting licenses.

ARTICLE 4. PATENT DISCLOSURE

SECTION 4.1. GENERAL DISCLOSURE STANDARD

All individuals Participating in the development of a Draft Specification and all Members who Participate in the Specification Review who receive the Draft Specification pursuant Section 3.1(2) ("Member Reviewing"), are strongly encouraged on an ongoing basis to disclose certain patent rights held by themselves or their represented Members and Affiliates where such patent rights include Necessary Claims related to a Draft Specification and Final Specification. Specifically, if an individual representing a Participating or Member believes that he or she, or the Member on whose behalf the individual is acting, or the Member Reviewing (or its Affiliate), owns or controls patent rights including Necessary Claims relating to such Draft Specification, then the individual or Member is encouraged to give notice to the Secretary of the Alliance in writing in a form adopted by the Alliance with regard to any such Necessary Claims Section as soon as reasonably possible. All chairpersons of Working Groups shall remind the Participating individuals of this encouragement of early disclosure at the beginning of each meeting and shall provide a copy of this IPR Policy to any requesting party. Disclosure under this Section 4.1 is based on such Participating individual's own actual and personal knowledge, and no knowledge of the Member on whose behalf such Participating individual is acting (or its employees) regarding patent information will be imputed to such Participating individuals. However, a Member is prohibited from intentionally isolating such Participating individuals from potentially relevant patent information within the Member organization so as to avoid the terms of this Section 4.1.

SECTION 4.2. MINIMUM CONTENTS OF DISCLOSURE

Where disclosure is required (e.g., pursuant to Section 3.1(2) and Section 3.1(3)), the following minimum information shall be provided in order to comply with the various disclosure forms and requirements. With respect to issued patents and published pending patent applications, disclosure must include (i) the identity of the patent rights holder and/or applicant; (ii) the patent number or application number of the patent rights in each country where a patent or patent application has been filed or issued; and (iii) the actual claims of patent within the filed or issued patent which may be Necessary Claims. With respect to unpublished pending patent applications, such disclosure must include the existence of the application containing the asserted Necessary Claims, but need not disclose identifying information (e.g., application number, contents) of the patent rights. However, if a party is unwilling to covenant to grant a license under its Necessary Claims or to grant a license under the Working Group Elected Licensing Scheme in any of its unpublished pending patent applications as provided by Section 3.1(2), such party must also identify the section(s) of the Draft Specification to which the party's asserted Necessary Claim(s) contained in such unpublished pending patent application relate(s). Nothing herein precludes broader disclosure of unpublished pending patent applications on a voluntary basis or pursuant to a non-disclosure agreement. Once an unpublished pending patent application that has been disclosed is published, the Member must disclose the additional identifying information about the published application as specified above.

ARTICLE 5. MEMBER DISCLAIMERS

SECTION 5.1. NO REPRESENTATIONS OR WARRANTIES

EACH MEMBER HEREBY AGREES AND ACKNOWLEDGES THAT: (A) THE ALLIANCE AND EACH MEMBER, INCLUDING WORKING GROUP REPRESENTATIVES AND WORKING GROUP CHAIRS, TAKE NO POSITION AS TO WHETHER ANY INTELLECTUAL PROPERTY RIGHTS EXIST IN ANY DRAFT OR FINAL SPECIFICATIONS; (B) THE SPECIFICATIONS AND ANY CONTRIBUTIONS THERETO ARE ALL PROVIDED "AS IS" AND "WITH ALL FAULTS"; (C) THE ALLIANCE AND EACH MEMBER, INCLUDING WORKING GROUP REPRESENTATIVES AND WORKING GROUP CHAIRS, MAKE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SPECIFICATIONS OR ANY CONTRIBUTIONS THERETO, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OF REASONABLE CARE OR WORKMANLIKE EFFORT, OR RESULTS OR OF LACK OF NEGLIGENCE; AND (D) NEITHER THE ALLIANCE NOR ANY OF ITS MEMBERS, INCLUDING WORKING GROUP REPRESENTATIVES AND WORKING GROUP CHAIRS, HAS UNDERTAKEN ON BEHALF OF THE ALLIANCE OR ITS MEMBERS ANY PATENT SEARCH WITH RESPECT TO THE SPECIFICATIONS OR ANY CONTRIBUTIONS THERETO. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUED AS A RESTRICTION ON ANY MEMBER CONDUCTING ITS OWN DUE DILIGENCE OR OTHER TECHNOLOGY SEARCH OR SCREENING WITH RESPECT TO THE SPECIFICATIONS.

SECTION 5.2. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE ALLIANCE OR ANY MEMBER BE LIABLE TO ANY OTHER MEMBER OR THIRD PARTY FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING UNDER THIS IPR POLICY, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, OR LOSS OF DATA.

ARTICLE 6. REVISIONS TO THIS IPR POLICY

Any revisions or other amendments to this IPR Policy will become effective only upon approval by the Board in accordance with the Bylaws, and only after: (a) the Board takes reasonable measures to notify all Members in writing (such as by e-mail) of such revisions; (b) a clear and conspicuous link to the revised IPR Policy (with the revisions highlighted) is posted on the home page of the Alliance Web site (<http://www.mopria.org/>); and (c) Members are afforded at least sixty (60) days from the date of receiving notice of such revisions to withdraw from the Alliance; provided, however, that ministerial changes to this IPR Policy (such as proof-reading corrections or formatting changes) may be unilaterally executed by the Board, so long as the Board takes reasonable measures to communicate all such changes to all Members. Any Member that withdraws from the Alliance prior to the end of this sixty (60) day period will be subject to the surviving provisions of the IPR Policy in accordance with their terms, but will not be subject to terms of the revised or amended IPR Policy.

SCHEDULE A

License to Final Specification ("Agreement")

"**Licensor**" shall mean Mopria Alliance, Inc.

"**Licensee**" shall mean Member and its Affiliates.

"**Effective Date of license to Final Specification**" shall mean the date the Final Specification is made available to Members.

1. Copyright License Grant

The copyright in the Final Specification is owned by Licensor. Licensor hereby grants to Licensee, under its and their copyrights, without charge, on a perpetual (except as provided below), non-exclusive and worldwide basis:

- (a) the right to use and to make verbatim copies of the Final Specification, solely for internal use for the purpose of implementing the Final Specification in products ("**Implemented Products**") under the terms of this Agreement; and
- (b) the right to utilize the Final Specification for the purpose of developing, making, having made, using, marketing, importing, offering to sell or license, and selling or licensing, and to otherwise distribute, products complying with the Final Specification, in all cases subject to the conditions set forth in this Agreement and any relevant patent and other intellectual property rights of third parties (which may include Members or Licensor). This license grant does not include the right to sublicense, modify or create derivative works based upon the Final Specification. For the avoidance of doubt, Implemented Products are not deemed to be derivative works of the Final Specification. Further, this license grant does not include any right or license for Licensee to use any trademark of Licensor, including without limitation the "Mopria" trademark, in any product, marketing material or otherwise.

2. No Rights in Patent Claims

Except as provided in Section 1 above, no license is granted under this Agreement, express or implied, by estoppel or otherwise, to any intellectual property rights.

THIS LICENSE DOES NOT GRANT ANY RIGHTS WITH RESPECT TO ANY PATENT CLAIMS THAT MAY BE INFRINGED BY AN IMPLEMENTATION OF THE FINAL SPECIFICATION. IMPLEMENTATION RIGHTS TO SUCH PATENT CLAIMS MAY ONLY BE OBTAINED DIRECTLY FROM THE OWNERS OF SUCH CLAIMS.

3. Disclaimers; No Warranties

THE FINAL SPECIFICATION IS PROVIDED “AS IS” WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND COMPLIANCE WITH APPLICABLE LAWS.

NOTHING IN THE FINAL SPECIFICATION CREATES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING ANY LAW OR REGULATION. ALL LIABILITY, INCLUDING LIABILITY FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OR FOR NONCOMPLIANCE WITH LAWS, RELATING TO USE OF THE FINAL SPECIFICATION IS EXPRESSLY DISCLAIMED.

Without limiting the generality of the disclaimers above, LICENSOR ASSUMES NO RESPONSIBILITY TO COMPILE, CONFIRM, UPDATE OR MAKE PUBLIC ANY THIRD-PARTY ASSERTIONS OF PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT MIGHT NOW OR IN THE FUTURE BE INFRINGED BY AN IMPLEMENTATION OF THE FINAL SPECIFICATION IN ITS CURRENT, OR IN ANY FUTURE, FORM. IF ANY SUCH RIGHTS ARE DESCRIBED IN THE FINAL SPECIFICATION, LICENSOR TAKES NO POSITION AS TO THE VALIDITY OR INVALIDITY OF SUCH ASSERTIONS, OR THAT ALL SUCH ASSERTIONS THAT HAVE OR MAY BE MADE ARE SO LISTED.

4. Further Acknowledgements

4.1 **Applicable Law.** Licensee hereby acknowledges and agrees that:

- (a) by developing and commercializing Implemented Products, Licensee may become subject to various regulatory controls under the laws and regulations of various jurisdictions worldwide. Such laws and regulatory controls may govern, among other things, the combination, operation, use, implementation and distribution of Implemented Products. Examples of such laws and regulatory controls include, but are not limited to, road safety regulations, telecommunications regulations, technology transfer controls, and health and safety regulations;
- (b) Licensee is solely responsible for the compliance of Implemented Products with any such laws and regulations, and for obtaining any and all required authorizations, permits, or licenses for Implemented Products related to such regulations within the applicable jurisdictions; and
- (c) nothing in the Final Specification provides any information or assistance in connection with securing such compliance, authorizations or licenses.

4.2 **Confidential Information.** Licensee hereby acknowledges and agrees that the Final Specification is Licensor’s Confidential Information.

4.3 **Amendment.** Licensee hereby acknowledge and agree that Licensor reserves the right to adopt, at any time, and without notice to Licensee, any changes or alterations to the Final Specification as it deems necessary or appropriate.

5. Termination of License

In the event of a breach of this Agreement by Licensee or any of its employees, Licensor shall give Licensee written notice and an opportunity to cure. If the breach is not cured within thirty (30) days after written notice, or if the breach is of a nature that cannot be cured, then Licensor may immediately or thereafter terminate the licenses granted in this Agreement.

6. Miscellaneous

All notices required under this Agreement shall be in writing, and shall be deemed effective five (5) days from deposit in the mails. Notices and correspondence to either party shall be sent to its address as it appears in this Agreement. This Agreement shall be construed and interpreted under the internal laws of the United States and the State of New York, without giving effect to its principles of conflict of law.

7. Order of Precedence. In the event of a conflict between this Agreement and the Bylaws or IPR Policy (the "Organizational Documents"), the Organizational Documents shall take precedence.