

WIRELESS POWER LOGO LICENSE AGREEMENT

Revision 20160825

This Wireless Power Logo License Agreement (the "**Agreement**") is made by and between

Logo License Administrator (as hereinafter defined), acting on behalf of Wireless Power Consortium (the "**Consortium**"),

and

(the "**Licensee**"),

having its registered office at _____

and is effective as of _____ (the "**Effective Date**").

Whereas Licensee is a Member of the Consortium, an organization governed by the Wireless Power Consortium Charter (the "**Charter**");

Whereas the Consortium has created the Wireless Power Logo (as hereinafter defined) to help identify interoperable wireless charging products that comply with the Wireless Power Specifications, to the benefit of consumers and industry alike;

Whereas Licensee wishes to use the Wireless Power Logo on its products complying with the Wireless Power Specifications;

Whereas the LLA has been designated by the Steering Group of the Consortium to conduct the logo licensing activities for the Consortium;

Whereas the LLA is willing to grant Licensee a limited right to use the Wireless Power Logo on its products complying with the Wireless Power Specifications in accordance with the provisions of this Agreement;

In consideration of the mutual covenants and obligations set forth herein, the parties hereto agree as follows:

The capitalized terms used but not herein defined shall have the respective meanings provided in the Charter.

1 Definitions

- 1.1 “**Annual License Fee**” means a yearly, non-refundable, non-recoupable fee to be paid by Licensee in consideration of the rights granted to Licensee and the undertakings given by LLA under this Agreement.
- 1.2 “**Authorized Test Laboratory**” means a testing center authorized by the LLA in writing for the testing of products that are submitted for verification of compliance with the Wireless Power Specifications.
- 1.3 “**Effective Date**” means the date first above written.
- 1.4 “**Evaluation Module**” means a sample implementation of a Registered Product, meant for demonstration purposes only, not sold in quantity.
- 1.5 “**Interoperability Test Laboratory**” means a testing center designated by the LLA as a facility for verifying that new Transmitters and new Receivers are interoperable with Registered Products.
- 1.6 “**Logo License Administrator**” or “**LLA**” means the entity, designated by the Steering Group of the Consortium from time to time to conduct the logo licensing activities for the Consortium in accordance with the Charter. As of the Effective Date of this Agreement, the LLA is the party specified on the signature page of this Agreement.
- 1.7 “**Major Revision**” means an Update to the Wireless Power Specification that adds new features or functionality to (and may also correct and clarify) a wireless power transfer interface, irrespective of whether it is backward compatible with previous versions of wireless power transfer interfaces. Major Revisions are indicated by a change in the version number digits to the left of the decimal point (e.g., Revisions 2.0, 3.0...).
- 1.8 “**Manufacturing Grace Period**” means the period available to Licensee for continuing the manufacture and sales of products that were verified by an Authorized Test Laboratory using an out of date version of the Wireless Power Specifications, pursuant to section 6.5.
- 1.9 “**Material Breach**” means any breach of this Agreement by a party that is not cured within thirty (30) days of written notice by the non-breaching party of such breach. Any substantially related series of breaches shall be deemed a single Material Breach and a series of substantially related events concerning a single Product Type of Registered Products shall similarly constitute a single Material Breach.
- 1.10 “**Minor Update**” means an Update to the Wireless Power Specification that corrects, clarifies, or enhances the Wireless Power Specification with the intent to maintain interoperability with an earlier version of the Wireless Power Specification. Minor Updates shall be indicated by a change in the version number digits to the right of the decimal point (e.g.: Revision 1.1, 1.2...1.17 et cetera).
- 1.11 “**Non-Compliance Notice**” means a written notice sent by the LLA to Licensee in accordance with the procedure described in Annex E.
- 1.12 “**Product Registration Fee**” means a non-refundable, non-recoupable fee to be paid by Licensee in consideration of the registration of a Product Type in the Registered Product Database.

- 1.13** “**Product Type**” means a series of identical products, identified by a manufacturer part number or other unique identifier assigned by the manufacturer to this series of identical products.
- 1.14** “**Receiver**” means a device that receives the wireless power charging signal in accordance with the Wireless Power Specifications.
- 1.15** “**Recognized Component**” means a product that is part of a Registered Product, but not itself a functional Transmitter or a functional Receiver, such as for example and without limitation an IC, coil, or magnetic shielding material for which the brand name, product name, type number, and picture match a publicly visible entry in the Recognized Component Database.
- 1.16** “**Recognized Components Database**” means a database designated as such by the LLA.
- 1.17** “**Registered Product Database**” means the on-line database <http://www.wirelesspowerconsortium.com/products/> or other database designated as such by the LLA.
- 1.18** “**Registered Product**” means a Transmitter and/or a Receiver for which the brand name, product name, type number, and picture match a publicly visible entry in the Registered Product Database.
- 1.19** “**Registered Subsystem**” means a Subsystem that is a Registered Product.
- 1.20** “**Registration Grace Period**” means the period available to Licensee for registering products that were verified by an Authorized Test Laboratory using an out of date version of the Wireless Power Specifications, pursuant to Section 6.4.
- 1.21** “**Substantially Similar**” means resemblance to another product or Product Type in all material functional aspects, allowing for differences only in aspects that are unrelated to the wireless power functionality. A list of criteria that will disqualify a product as being Substantially Similar is set out in Annex D (as may be revised by the LLA from time to time).
- 1.22** “**Subsystem**” means a Transmitter designed, manufactured and sold not for direct sale to end-users, but for the purpose of integration into a larger system with substantially broader functionality.
- 1.23** “**Test Specification**” see Wireless Power Test Specification.
- 1.24** “**Transmitter**” means a device that transmits the wireless power charging signal in accordance with the Wireless Power Specifications.
- 1.25** “**Update**” means any update or revision of the Wireless Power Logo, the Wireless Power Logo Display Guidelines, the Wireless Power Specifications, the Test Specification, or any of the Annexes to this Agreement that are approved by the Steering Group.
- 1.26** “**Verification**” means the process used by Authorized Test Laboratories to verify compliance of a product with the Wireless Power Specifications.
- 1.27** “**Verification Report**” means a document issued by an Authorized Test Laboratory identifying a product that fulfills all requirements defined in Annex C (as may be revised by the LLA from time to time).

- 1.28** “**Wireless Power Logo Display Guidelines**” or “**Logo Display Guidelines**” means the document specifying the rules for the correct display of the Wireless Power Logo, attached to this Agreement as Annex A (and any revisions thereof as adopted from time to time by the Steering Group).
- 1.29** “**Wireless Power Logo**” means the logo depicted in the Wireless Power Logo Display Guidelines, Annex A.
- 1.30** “**Wireless Power Specifications**” means parts 1, 2, 3, and 4 of the document entitled "The Qi Wireless Power Transfer System Power Class 0 Specification", version 1.2.2, as well as all Updates, adopted and issued by the Consortium.
- 1.31** “**Wireless Power Test Specification**” or “**Test Specification**” means the testing policies, procedures and test tool specifications adopted and issued by the Consortium from time to time, setting out the rules for compliance with the Wireless Power Specifications by all Wireless Power Logo Licensees and for verifying such compliance by an Authorized Test Laboratory.

2 Logo License

- 2.1** Subject to the terms and conditions of this Agreement, including without limitation, the compliance provisions set forth in Section 4, payment of the Annual License Fee, and the continued compliance by Licensee with the Logo Display Guidelines, the LLA hereby grants to Licensee and its Associated Companies a non-exclusive, non-transferable, worldwide license, without the right to grant sub-licenses, to use the Wireless Power Logo
- (a) in connection with the promotion of the Wireless Power Specifications;
 - (b) on Registered Products, and related packaging materials, and in related advertising and other sales and marketing literature, including catalogues, brochures, and user manuals for such Registered Products, in compliance with the Wireless Power Logo Display Guidelines; and
 - (c) on packaging materials, Evaluation Modules, and in related advertising and other sales and marketing literature, including catalogues, brochures, and user manuals of Recognized Components, in compliance with the Wireless Power Logo Display Guidelines.

In all cases, the Wireless Power Logo shall not be displayed on, or attached to, Recognized Components.

- 2.2** Use of the Wireless Power Logo in connection with a product for which brand name, product name, manufacture part number or type number, and picture do not match exactly with an entry in the Product Registration Database shall constitute a breach of this Agreement.
- 2.3** The LLA will not assert the trademark in the Wireless Power Logo against the use of the Wireless Power Logo for the purpose of promotion and sale of Registered Products, provided that such use complies with the Logo Display Guidelines then in effect.
- 2.4** The LLA will not assert its rights in the Wireless Power Logo against the use of the Wireless Power Logo on systems that contain a Registered Subsystem produced by Licensee or any of its Associated Companies, provided that such use complies with the Logo Display Guidelines then in effect, and further provided that such system containing a Registered Subsystem is itself interoperable with all Registered Products.

- 2.5** All goodwill associated with the use of the Wireless Power Logo shall accrue to the LLA. Licensee shall not acquire any right, title or interest in the Wireless Power Logo by virtue of its use in accordance with the provisions of this Agreement, or otherwise. Licensee shall not attempt to register the Wireless Power Logo, or any mark similar to the Wireless Power Logo, as a trademark, service mark, certification mark, trade name, or domain name in any jurisdiction and shall not give permission to any third party to do so either.

3 Fees

- 3.1** Licensee shall pay to LLA the Annual License Fee. The first payment of the Annual License Fee shall be pro-rated, calculated as the Annual License Fee multiplied by $(13 - \text{the number of the month of the Effective Date}) / 12$ and shall be due within 60 days after the Effective Date of this Agreement and the subsequent Annual License Fee shall be due on January 1st of each subsequent year after the year in which this Agreement has been entered into ("Due Date"). Failure to pay the Annual License Fee within 90 days after the Due Date shall constitute a Material Breach.
- 3.2** The Annual License Fee is specified in Annex G. The Steering Group of the Wireless Power Consortium may change the Annual License Fee by written notice to Licensees at least 3 months before the start of a new calendar year.
- 3.3** Licensee shall pay to LLA a one-time Product Registration Fee for each product registered in the Product Registration Database. Payment of the Product Registration Fee shall be due within 60 days after date of the invoice ("Invoice Date"). Failure to pay the Product Registration Fee within 90 days after the Invoice Date shall constitute a Material Breach.
- 3.4** The Product Registration Fee is specified in Annex G. The Steering Group of the Wireless Power Consortium may change the Product Registration Fee by written notice to Licensees at least 3 months before the start of a new calendar year.
- 3.5** The Annual License Fee and Product Registration Fees payable by Licensee hereunder shall be paid net of any present or future tax, assessment, or governmental charge. Licensee shall gross up the fees so that after deducting or withholding any applicable bank fees, tax, assessment or charge, LLA shall receive a full amount of the Annual License Fee and Product Registration Fees which would have been received by LLA had no deduction or withholding been required.

4 Registration Procedure

- 4.1** Licensee shall, for each Product Type that it intends to mark with the Wireless Power Logo, submit a representative sample to an Authorized Test Laboratory and obtain a Verification Report from such Authorized Test Laboratory.
- 4.2** A Product Type that is Substantially Similar to a Product Type previously registered by Licensee in the Registered Product Database, shall be exempt from the requirement to submit such product to an Authorized Test Laboratory provided that:
- (a)** the Substantially Similar Declaration Form has been completed for such Product Type; and

- (b) the date of registration of the Product Type previously registered does not exceed a period specified in Annex B; and
 - (c) the Substantial Similar Declaration claim has been approved by the LLA (or a party assigned by the LLA); and
 - (d) the LLA did not issue Non-Compliance Notice with respect to such previously registered Product Type.
- 4.3 The procedure for registration of products in the Registered Products Database (“**Registration Procedure**”) is described in Annex B. The LLA may revise this procedure at any time and shall give Licensee at least two (2) months’ prior written notice before such change is effective. For the purpose of this Section 4.3, an announcement made by email to all Licensee’s employees who have access to the member’s section of the website of the Wireless Power Consortium shall be considered written notice.
- 4.4 LLA may refuse registration of Licensees products when
 - (a) the documentation as specified in Annex B is incomplete or incorrect; or
 - (b) the procedure described in Annex B was not adhered to; or
 - (c) Licensee did not meet the time limits specified in Annex B.
- 4.5 Licensee undertakes that it and its Associated Companies shall inform their customers of Registered Subsystems that such customers need to verify compliance with the Wireless Power Specifications of all systems containing a Registered Subsystem.
- 4.6 Licensee shall, at the request of the LLA, provide a maximum 10 samples of a Registered Product to the Wireless Power Consortium, to ascertain whether other Product Types function correctly and interoperate with such samples.
- 4.7 Licensee shall be solely responsible for its own expenses associated with executing the Registration Procedure including, without limitation, the procedures carried out by the Authorized Test Laboratory and the Interoperability Test Center.
- 4.8 Licensee agrees and acknowledges that each Authorized Test Laboratory may provide the LLA with detailed test results of Licensee’s sample products, submitted to the Authorized Test Laboratory in accordance with the provisions of this Agreement. The LLA shall not disclose such test results to other Members, nor to any other entity or individual other than those engaged in the LLA’s Wireless Power Logo licensing activities for the Consortium, unless such disclosure is necessary for the enforcement of its rights governed by this Agreement. In the event the LLA deems disclosure of such information necessary for the operation of the Wireless Power Logo license program, the LLA shall seek permission from Licensee to disclose such information, which permission shall not be unreasonably withheld.
- 4.9 The LLA shall have the right to disclose on the Consortium’s website the brand name, manufacturer part number or type number and picture of Licensee’s and/or its Associated Company’s Registered Products, as well as a copy of the Verification Report of such Registered Products.

5 Market Surveillance and Non-Compliance Procedures

- 5.1 Licensee acknowledges and agrees that compliance with the requirements for using the Wireless Power Logo is essential for delivering the promise that products with the Wireless Power Logo are interoperable.
- 5.2 The LLA may verify Licensees' compliance with the requirements for using the Wireless Power Logo following the procedure described in Annex E. The LLA may revise this procedure at any time and shall give Licensee two months' notice before such change is effective.
- 5.3 Licensee acknowledges and agrees to comply with the then current revision of the procedure described in Annex E, and shall accept the outcome of this procedure.

6 Changes

- 6.1 The LLA shall be entitled to make Updates to the Wireless Power Logo, the Wireless Power Logo Display Guidelines, the Wireless Power Specifications, the Test Specification, or any of the Annexes to this Agreement, and shall inform Licensee of any such Updates by written notice ("Update Notice"). For the purpose of this Section 6.1, an announcement made by email to all Licensee's employees who have access to the member's section of the website of the Wireless Power Consortium shall be considered written notice.
- 6.2 Licensee shall comply with all Updates to the Wireless Power Logo and the Wireless Power Logo Display Guidelines, as well as all Minor Updates of the Wireless Power Specifications, subject to the grace periods specified in this Section 6.
- 6.3 The LLA shall allow use of the previous version of the Wireless Power Logo Display Guidelines for at least 180 days after issuing the Update Notice ("Logo Display Grace Period").
- 6.4 The LLA shall allow registration of products that were verified by an Authorized Test Laboratory against the previous version of the Wireless Power Specifications for at least 180 days after issuing the Update Notice ("Registration Grace Period").
- 6.5 The LLA shall allow the use of the Wireless Power Logo in connection with the manufacture, sale, and promotion of Registered Products that were verified by an Authorized Test Laboratory against the previous version of the Wireless Power Specifications for at least one year longer than the Registration Grace Period ("Manufacturing Grace Period"). For the sake of clarity, this Agreement does not restrict in any way Licensee's right to manufacture, distribute, promote or sell its products where such products are not being promoted by Licensee as being compliant with the Wireless Power Specifications.
- 6.6 In the event that two Registered Products are found to be not interoperable with each other, the LLA may make changes in the Wireless Power Specifications that will make one or both such incompatible Registered Products non-compliant with the Update. Licensee shall cease the use of the Wireless Power Logo in connection with the manufacture, sale, and promotion of such incompatible Registered Product that is non-compliant with the Update within 180 days after receiving an Update Notice or a longer period specified by the LLA in the Update Notice.

- 6.7** Notwithstanding the foregoing, the LLA shall allow the use of the Wireless Power Logo in connection with the supply of service parts for automotive products and service parts for products manufactured as a fully integrated (non-interchangeable by the customer) part of home furniture, designed and manufactured in accordance with any version of the Wireless Power Specification for an unlimited period of time.
- 6.8** In case of a Major Revision of the Wireless Power Specifications, Licensee shall be allowed to continue the use of the Wireless Power Logo in connection with the manufacture, sale, and promotion of Registered Products that are compliant with the Wireless Power Specifications immediately preceding such Major Revision.

7 Ownership of the Wireless Power Logo

- 7.1** This Agreement does not transfer or convey to Licensee ownership of, or any rights to the Wireless Power Logo. Licensee's and its Associated Companies' use of the Wireless Power Logo shall inure solely to the benefit of the Consortium. Licensee shall not acquire any right, title or good will to the Wireless Power Logo by virtue of using the Wireless Power Logo.
- 7.2** Any and all rights not expressly granted herein to Licensee and its Associated Companies are expressly reserved by the LLA and the Consortium.

8 Remedies

- 8.1** Licensee acknowledges and agrees that, due to the potential for lasting effect and harm that could result from a Material Breach of this Agreement, if Licensee or its Associated Companies commit a Material Breach of its obligations hereunder, monetary damages alone may not be a sufficient remedy. Accordingly, the LLA shall have the right to seek an injunction to prevent or restrain any Material Breach, without prejudice to its right to terminate this Agreement for reason of such Material Breach. The rights to seek injunctive relief and terminate this Agreement are cumulative and not exclusive of any other rights that might be available to the LLA under this Agreement or at law.
- 8.2** Notwithstanding anything to the contrary provided in this Agreement, Licensee shall not be required to recall Non-Compliant Products that are not in Licensee's or its suppliers' control and possession.
- 8.3** Licensee acknowledges that the LLA might take action to stop the distribution or sale by Licensee's customers of products carrying the Wireless Power Logo but not licensed to carry the Wireless Power Logo.
- 8.4** Licensee acknowledges that the LLA and/or the Consortium may publish, on its website and/or other publications, the brand name and type number of any Licensee's product that carries the Wireless Power Logo but is not licensed to carry the Wireless Power Logo.

9 Term and Termination

- 9.1** This Agreement shall enter into force on the Effective Date and shall continue for an initial term of three (3) years. The Agreement shall be automatically extended for additional one (1) year terms, unless the LLA gives written notice of termination no later than sixty (60) days prior to the expiry of the then current term.
- 9.2** Licensee may terminate this Agreement with immediate effect by giving written notice.
- 9.3** Either party may terminate this Agreement immediately in the event of a Material Breach by the other party. Such right of termination shall not be exclusive of any other remedy or means of redress to which the non-defaulting party may be lawfully entitled, and all such remedies shall be cumulative. The LLA may terminate this Agreement in the event that Licensee or any of its Associated Companies challenges the validity or enforceability of the Wireless Power Logo.
- 9.4** This Agreement shall terminate with immediate effect in the event Licensee ceases to be a Member of the Consortium.
- 9.5** Except as provided in Section 9.6, Licensee's license to use the Wireless Power Logo terminates with immediate effect, and the LLA may remove Licensee's Registered Products from the Registered Product Database, upon termination of this Agreement.
- 9.6** Notwithstanding Section 9.5, Licensee may continue to use the Wireless Power Logo on any of its Registered Products after termination of this Agreement, provided (a) The Agreement was not terminated for Material Breach, (b) Licensee pays an annual fee, equivalent to the then current membership fee for Associate Members, and (c) the Registered Product is not removed from the Registered Product Database for any other reason.
- 9.7** Sections 1, 3.5, 4.7, 4.8, 4.9, 7, 8, 9.6, 9.7, and 10 shall survive expiration or termination of this Agreement. In addition, any other provisions that by their terms are intended to survive expiration or termination of this Agreement shall survive.
- 9.8** Licensee acknowledges that the LLA may modify the wording of the standard version of this "Wireless Power Logo License Agreement" at any time. Licensee shall at all times have the option of entering into the most recent version of the "Wireless Power Logo License Agreement". No modification of the standard version of the "Wireless Power Logo License Agreement" shall be effective between Licensee and LLA unless and until Licensee and LLA have entered into the version of the "Wireless Power Logo License Agreement" containing such modification.

10 General

- 10.1** Except for the rights expressly provided under this Agreement in relation to the Wireless Power Logo, no party hereto grants or receives, by implication, estoppel, or otherwise, any right under any patent, trademark, copyright or any other intellectual property right.
- 10.2** No failure or delay by either party to enforce any of its rights under this Agreement will operate as a waiver of such right.

- 10.3** The LLA, the Consortium, and the Steering Group Members make no warranties express or implied. The Wireless Power Logo, Wireless Power Specifications, and any contributions thereto provided by the LLA, the Consortium, or any Steering Group Member, including without limitation the Test Specification, and the licenses granted under this Agreement, are provided "AS IS" with no warranties whatsoever, whether express, implied or statutory, including, but not limited to any warranty of merchantability, non-infringement, fitness for any particular purpose, or any warranty otherwise arising out of any proposal, specification, guide, design or sample. Licensee acknowledges and agrees that the Test Specification does not guarantee that any product will conform to the Wireless Power Specifications, function correctly or interoperate with any other product, and that it is Licensee's sole responsibility to establish its own testing specifications, guides and reference designs to establish conformance with the Wireless Power Specifications, correct functionality and interoperability. The LLA, the Consortium and each Steering Group Member expressly disclaim any and all warranties, responsibility and liability for (non-)conformance of any product to the Wireless Power Specifications, product functionality or product interoperability.
- 10.4** Use of the Test Specification does not guarantee that any product will conform to the Wireless Power Specifications, function correctly or interoperate with any other product. Licensee acknowledges that it shall be Licensee's sole responsibility to establish its own testing specifications, guides and reference designs to establish conformance with the Wireless Power Specifications, correct functionality and interoperability. Licensee shall be solely responsible for all test results and acknowledges and agrees that the LLA shall not be liable in any manner for any test results or the sufficiency or appropriateness of the Test Specification.
- 10.5** In no event will the LLA, the Consortium, any Steering Group Member or Licensee be liable to each other for any loss of profits, incidental, consequential, indirect, or special damages arising out of, or related to, this Agreement, even when such party had advance notice of the possibility of such damages. In no event shall the LLA's, the Consortium's, any Steering Group Member's or Licensee's aggregate liability in a given year in connection with or arising out of this Agreement exceed the annual membership fee paid by Licensee to the Consortium in such given year.
- 10.6** Licensee agrees to indemnify, defend, and hold harmless the Consortium as well as the LLA, their officers, directors, employees, and agents for, from, and against any and all claims, demands, losses, liabilities, fines, sanctions, judgments, awards, costs, and expenses (including reasonable attorneys' fees and costs) incurred by the Consortium or the LLA through a claim or allegation arising out of or relating to: (i) the inaccuracy or violation of any of Licensee's representations, warranties, undertakings, covenants, and/or conditions contained in this Agreement; (ii) Licensee's use of the Wireless Power Logo; or (iii) Licensee's marketing, advertising, promotion, endorsement, sale, or distribution of products or services; provided, however, that in no case shall Licensee be required to indemnify the Consortium or the LLA regarding a claim or allegation that the Wireless Power Logo is invalid or that it infringes or misappropriates any third party trademark, patent, or other intellectual property rights, so long as Licensee uses the Wireless Power Logo in strict accordance with this Agreement and the Logo Display Guidelines. Licensee shall not enter into any settlement or make any admission or statement that is detrimental to or disparaging of the Consortium or the LLA or that requires any obligation, financial or otherwise, of the Consortium or the LLA, without LLA's prior written consent.
- 10.7** This Agreement shall be governed by and construed in accordance with the laws of The Netherlands. Any dispute arising out of this Agreement may be brought before any court of competent jurisdiction in The Netherlands, without prejudice to the right of the LLA to seek injunctive relief before any court in any place where any unauthorised use of the Wireless Power Logo occurs or threatens to occur.

- 10.8** The Licensee, the LLA and the Steering Group Members are and intend to remain independent companies and nothing in this Agreement shall be construed as a partnership or joint venture between the parties. While the Steering Group may select an entity to handle certain administrative tasks for the Consortium, except as expressly set forth in this Agreement, neither party is authorized to make any commitment on behalf of all or any of the Steering Group Members.
- 10.9** This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating hereto. No modifications or additions to or deletions from this Agreement, or waiver of any right hereunder, shall be binding unless accepted in writing by an authorized representative of each party.
- 10.10** The exercise by any party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or at law.
- 10.11** Upon providing reasonably advanced written notice to Licensee, the LLA may assign its rights and obligations under this Agreement. The LLA shall consider in good faith any reasonable objection Licensee may have to the assignment of the Agreement by LLA (e.g., proposed assignment in conflict with applicable laws; proposed assignment to a competitor of Licensee, etc.)
- 10.12** While only the LLA has executed this Agreement with Licensee, Licensee acknowledges and agrees that all members of the Steering Group are so-called third party beneficiaries of this Agreement and that any Steering Group Member is entitled to enforce its terms against Licensee, notwithstanding any action or inaction by the LLA with regard to the enforcement thereof, and free from any claim, defence, set-off or other right of Licensee against the LLA. Nothing in this Agreement shall be construed to give rise to any obligation on any party hereto for the benefit of a third party other than the members of the Steering Group.
- 10.13** Section headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement. All references to section numbers in this Agreement shall refer to sections of this Agreement unless explicitly stated otherwise.
- 10.14** Nothing in this Agreement shall prohibit or restrict Licensee from independently developing competing technologies and standards or to license its patent rights to third parties, including without limitation, to enable competing technologies and standards.

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10.15 Any notice under this Agreement shall be sent to:

If to the LLA:

IEEE-ISTO / Wireless Power Consortium
attn.: License Administrator
445 Hoes Lane
Piscataway, NJ 08854, USA
tel. +1 732 465 5856
e-mail: administrator@wirelesspowerconsortium.com

If to Licensee:

Name of contact person or department: _____

Address: _____

Tel: _____

E-mail: _____

As witness, Licensee and the LLA have, through their duly authorised representatives, executed this Agreement to be effective as of the Effective Date.

Licensee

LLA

Company name:

Company name: IEEE-ISTO

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

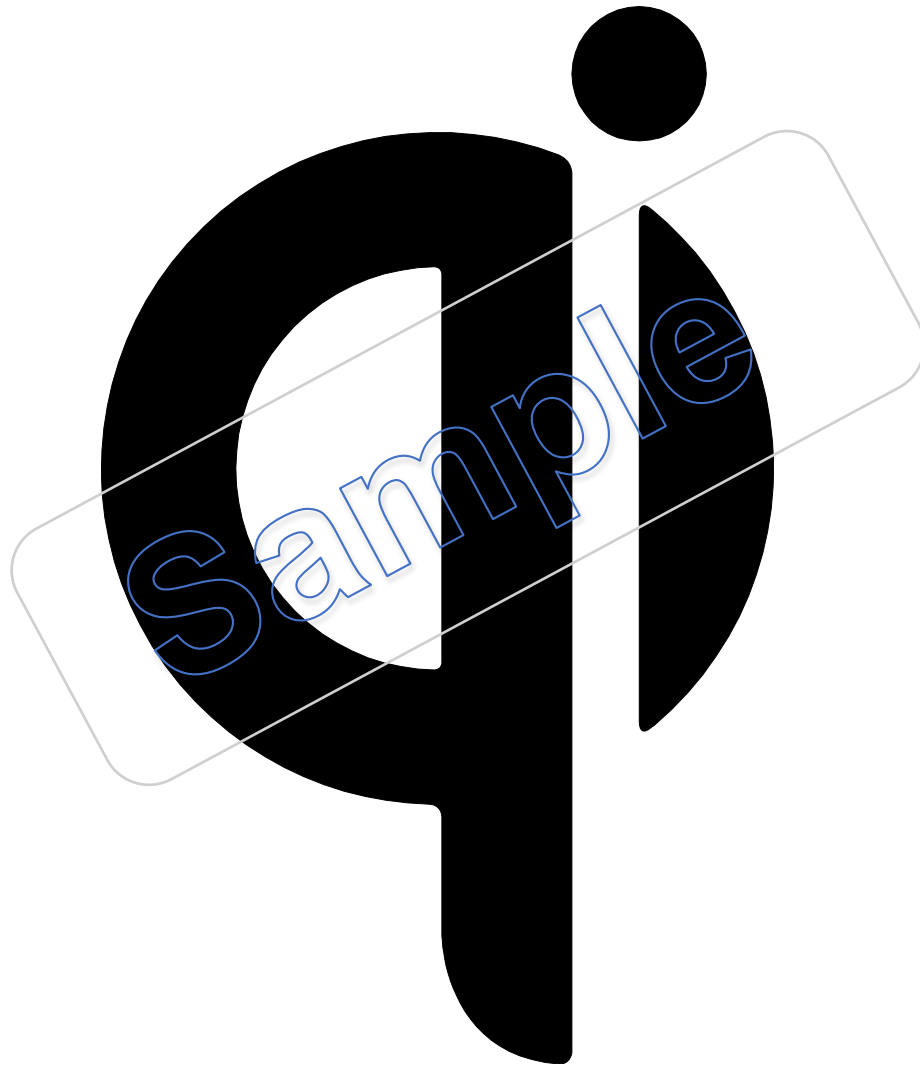
Title: _____

Date: _____

Date: _____

Annex A Wireless Power Logo and Wireless Power Logo Display Guidelines

1 Wireless Power Logo



2 Shape

The Wireless Power Logo must always be used as described in these Wireless Power Logo Display Guidelines and as provided in the electronic files that are available as download from the website of the Consortium.

Variations and additions are strictly forbidden. Any user-created additions, deletions or modifications to any part of the Registration Logo and its additions are strictly forbidden.

3 Colour

The Wireless Power Logo is reproduced in either black (on a light background) or white (on a dark background). On products where only one colour printing is being used, or where the

appearance of the Wireless Power Logo is obtained by moulding or reflection, the Wireless Power Logo may appear in the basic colour used. Texture or reflection levels must be uniform across the entire Wireless Power Logo.

The colour of the Wireless Power Logo, its background colour and intensity must be uniform across the entire Wireless Power Logo. Shadows or graphic effects are not allowed.

4 Clear zone

The complete Wireless Power Logo must be used, maintaining a clear zone. A clear zone is an area in which no other graphical or textual elements appear.

To the extent possible (considering the physical size of the items bearing the Wireless Power Logo), the clear zone should be at least the width of the Wireless Power Logo.

The Wireless Power Logo may not be enclosed in any kind of border, box or frame. The complete Wireless Power Logo must be used on its own, in a free space, without any text, slogan or any other addition.

5 Size

The Wireless Power Logo may be reduced or enlarged on the condition that the same relative positions and proportions between the respective elements (aspect ratio) are maintained and that the Wireless Power Logo is always legible and easily readable with the naked human eye. The indicated aspect ratio (+/- 5%) shall be maintained.

6 Notices

Ownership of the Wireless Power Logo will be indicated, whether use is on a product or on descriptive, instructional, advertising, or promotional material, by the following acknowledgment: "The 'Qi' symbol is a trademark of the Wireless Power Consortium". When space permits, these words will be used on an exposed surface of Registered Products.

7 Recognized Components

In case the Wireless Power Logo is used in connection with a Recognized Component or Evaluation Module and the associated sales material, product documentation, or advertisement shall contain the statement "designed for Qi compliance".

8 Automotive Aftermarket Products

Fully Compliant Transmitters that also comply with the "Guidelines for Automotive Aftermarket Qi Chargers" as published on the website of the Consortium, may carry the claim "Meets Qi Automotive Aftermarket Guidelines".

Licensee shall verify compliance with the "Automotive Aftermarket Guidelines", and register such compliance in the Registered Product Database on the website of the Consortium, for each product that carries the claim "Meets Qi Automotive Aftermarket Guidelines".

For the avoidance of doubt, Licensee shall not claim "Meets Qi Automotive Aftermarket Guidelines" for a product that has not been registered on the website as "Compliant with the Guidelines for Automotive Aftermarket Qi Chargers".

9 Products that have both Receiver and Transmitter functionality

Products that have both Receiver and Transmitter functionality built-in are licensed to carry the Wireless Power Logo only when the product is registered in the Registered Product database as a receiver product as well as a transmitter product. Both the Receiver and Transmitter function must be fully compliant.

Annex B Product Registration Procedure

1 Definitions

- 1.1 For the purpose of this Annex the terms “New Product”, “Final Application”, “Application Approval Notice”, are defined in the articles of this Annex.

2 Procedure for new products

- 2.1 To start the application for registration of a product intended to carry the Wireless Power Logo (“**New Product**”), Licensee must access the registration web page of the Consortium.
- 2.2 The Licensee must select an Authorized Test Laboratory (“**ATL**”) to perform the Compliance Tests. For the avoidance of doubt, prior to this application the Licensee may make arrangements with the selected ATL and submit the required identical samples of the New Product to the selected ATL. This will allow the ATL to check the samples prior to approval of the application for registration by the LLA.
- 2.3 The required documentation to be uploaded by Licensee includes but is not limited to the completed Self Declaration Form and product specific information such as brand name, product name, type number, HW/SW revision/version and clear pictures of the product.
- 2.4 Upon correct completion of the upload, Licensee submits the application for approval by LLA, which will check the application on completeness and correctness. LLA will inform Licensee accordingly within 5 normal working days after receipt of the application.
- (a) In case the application is found not correct by LLA, the LLA will return the application, including the reason for returning, to Licensee. Licensee may correct the application in accordance with the reasons for returning and resubmit the application including a list of changes made to the application first issued.
 - (b) In case the application is found correct by LLA a unique identification number will be assigned to the application for easy tracking purposes. The selected ATL will receive a notice sent by LLA (“**Application Approval Notice**”) indicating it has been selected by Licensee to perform the Certification Testing and will obtain access to the application registration page on the Consortium website. Such Application Approval Notice will also be sent to Licensee.
- 2.5 Upon receipt of the devices which are subject to the application, ATL may refuse a device for Compliance testing in case i) the device is damaged during shipment and which damage can be verified based on the enclosed pictures of the device or ii) the submitted device information does not correspond with the actual device (e.g. the type of coil) submitted by Licensee.
- (a) In case ATL has refused to accept the device for testing, Licensee may i) modify the application and resubmit the application or ii) submit new devices which correspond with the submitted information.
- 2.6 Upon acceptance of the application, the ATL will perform the required Compliance Tests as are given in the WPC test specifications.
- (a) In case the device, in the sole reasonable judgment of the ATL, successfully passed the Compliance Tests, the ATL will upload the Verification Report to the product registration page of the Consortium website and submit the tested device and an additional device, which must be similar to the device which passed the Compliance tests, to the Inter-Operability Center (“**IOC**”). Both samples must be labeled in order to differentiate between the two samples

- (b) In case the device, in the sole reasonable judgment of the ATL, does not pass the Compliance Tests, the ATL will; i) mark the application as Fail, return the failing device which is subject of the application to Licensee. Licensee must modify the product such that it will pass the Compliance Tests and resubmit the application, or: ii) will allow Licensee to fix the issue on the fly without the ATL mark the application as a Fail. This will avoid the registration to be returned to the Licensee and have the registration process re-started.

2.7 Inter-Operability testing

- (a) Upon receipt by IOC of the notification of successful passing of the Compliance test, the IOC will get access to the registration page of the relevant application.
- (b) Upon receipt of the devices which are subject to the application, IOC may refuse such devices for Inter-Operability testing in case the device is damaged during shipment and which damage can be verified based on the enclosed pictures of the device. In case such damage cannot be repaired by Licensee, Licensee must submit two (2) similar devices to the ATL. The ATL shall perform compliance testing on the newly submitted devices in accordance with article 2.7 of this Annex.
- (c) The IOC shall, within five (5) working days after the receipt of the devices, test the compliance tested sample send by the ATL on Interoperability against all Certified Receivers or Transmitters available at the IOC at the moment of testing.
- (d) In case the device, in the sole reasonable judgment of the IOC, successfully pass the Inter-Operability test, the IOC will add a unique IOP test ID number to the application which will be added to the final verification report. The device will be temporary included in the IOP Test Bed and as such used for interoperability testing against new devices.
- (e) If, after being temporary included in the IOP Test Bed, an Inter-Operability issue (IOP Issue) occurs during the temporary inclusion of the device in the IOP Test Bed, an IOP Issue comment will be raised by the IOC. LLA will notify Licensee of such IOP Issue.

In case of such pending IOP issue, the application is put on hold. During this time the Licensee must resolve the IOP issue.

Unless the IOP issue is resolved within the period of thirty (30) days, the application will be void and closed and thus the device will be removed from the Test Bed and not registered on the Registered Product Database.

- (f) In case the device, in the sole reasonable judgment of the IOC, does not pass the Inter-Operability test, the IOC shall upload a Fail report. A notice of Fail will be sent to Licensee, LLA, ATL and the IOP team. The IOP team will be granted access to the application.

2.8 Final Application

- (a) After submitting the Pass Result by IOC, a period of sixty (60) calendar days starts. Within this period Licensee will be allowed to make changes to the initial application such as adding improved quality pictures, better description of the product etc. ("**Final Application**"). For the avoidance of doubt: NO modifications to the test results or the product are allowed.
- (b) The 60-day period is extended with at most thirty (30) days when the product is involved in an unresolved IOP Issue.
- (c) In case the Licensee fails to provide the Final Application within the time limit, the application gets closed without listing of the New Product on the Registered Product Database.

2.9 Final Listing

- (a) Prior to final listing of the New Product, the LLA checks for pending IOP issues and completeness and correctness of the information in the Final Application. In case IOP issues are pending and/or the Final Application is incorrect or incomplete the application will be void and closed and thus the New Product will be removed from the Test Bed and not registered on the Registered Product Database.

- (b) The LLA registers the New Product on the Registered Product Database in case no IOP issues are pending and the Final Application is correct and complete. Licensee will not be able to make changes in the information about the New Product after the product is registered in the Registered Product Database.

3 Procedure for substantial similar products

- 3.1** To start the application for registration of a product for which Licensee claims Substantial Similarity ("New Product"), Licensee must access the registration web page of the Consortium.
- 3.2** The required documentation to be uploaded by Licensee includes, but is not limited to,
 - (a) the identification of a product in the Registered Product Database that the New Product is Substantial Similar with and (a) was not itself registered as Substantial Similar Product; and (b) was registered not more than 365 days earlier for transmitter products and 180 days earlier for receiver products, or not more than 3 years for transmitter products that are integrated in a vehicle during manufacturing of that vehicle ("Inline Automotive Charger"); and
 - (b) a form with which Licensee declares the product meets all criteria for Substantial Similarity ("Substantial Similar Declaration Form"); and
 - (c) product specific information such as brand name, product name, type number, HW/SW revision/version and clear pictures of the product.
- 3.3** The LLA registers the New Product on the Registered Product Database in case application is correct and complete. Licensee will not be able to make changes in the information about the device after the New Product is registered in the Registered Product Database

Annex C Requirements for issuing a Verification Report

An Authorized Test Laboratory may issue a Verification Report for a product that has

- (a) passed the mandatory tests described in the Test Specification and
- (b) passed the interoperability test procedure executed by an IOC.

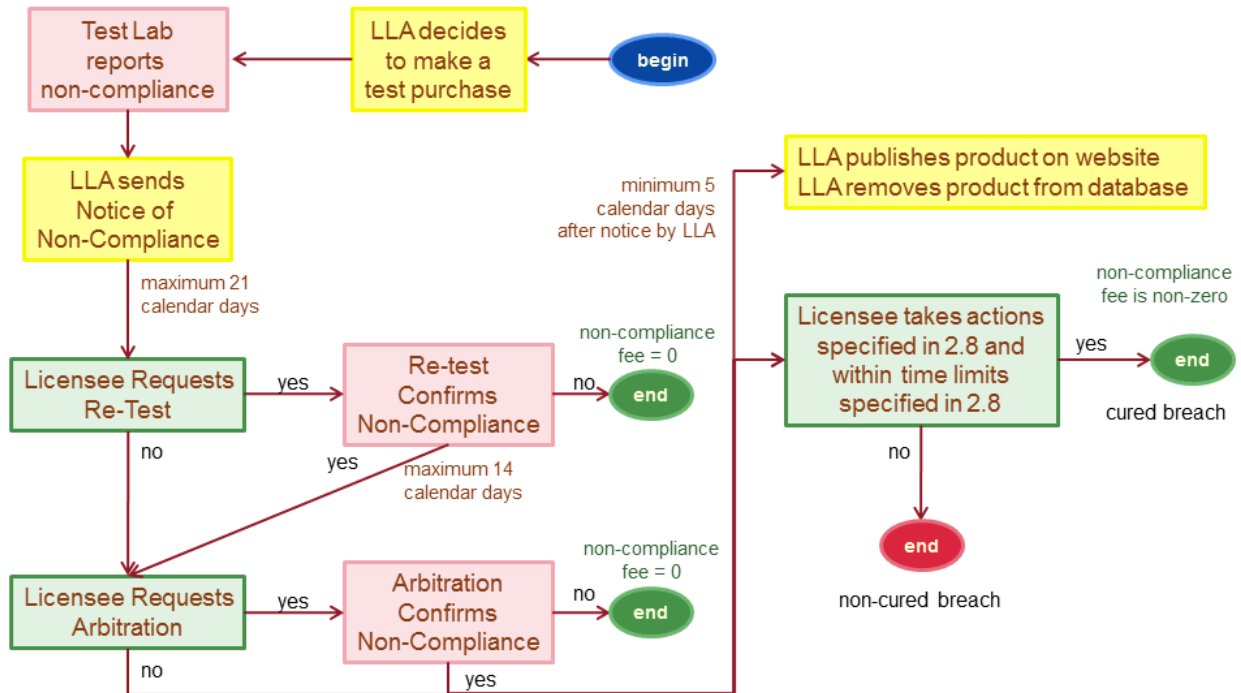
The Verification Report shall identify the product with a picture(s), brand name, type number or manufacturer part number, name of Licensee and the version of the applicable Wireless Power Specification.

Annex D Criteria to determine substantial similarity of products

Products shall not be Substantially Similar if they contain any one or more of the following:

- (a) different coils (size, shape, material, resistance, number of windings)
- (b) different shielding (size, shape, material, thickness)
- (c) different distance between coil and the external surface of the product
- (d) different distance between shielding and the external surface of the product
- (e) different ICs to implement the wireless power functionality
- (f) different firmware to implement the wireless power functionality
- (g) parasitic metals in different locations
- (h) difference in behaviour of the product when the “load” connected to this product is not similar to the load as used in testing the original product

Annex E Market Inspection Procedure



1 Definitions

1.1 The terms “**Sample**”, “**Logo Non-Compliance Notice**”, “**First Non-Compliance Notice**”, “**Second Non-Compliance Notice**”, “**Final Non-Compliance Notice**”, “**Arbitration Panel**”, “**First Objection Notice**”, “**Appeal Notice**”, and “**Non-Compliance Fee**” are defined in the articles in section 2 of this Annex.

2 Procedure

- 2.1 The LLA may, at its own expense, procure samples of Licensee’s and/or its Associated Companies’ products carrying the Wireless Power Logo (“**Sample or Samples**”). For the avoidance of doubt, LLA will procure the Sample from a reliable distribution channel to ensure that the Sample has been manufactured by Licensee or one of its Associated Companies.
- 2.2 If for any such Sample, the brand name, product name, manufacture part number or type number, and picture do not match exactly with an entry in the Product Registration Database the LLA may issue a Non-Compliance Notice (“**Logo Non-Compliance Notice**”) to Licensee and/or its Associate Companies.
- 2.3 The LLA may, at its own expense, submit the one or more Samples for Verification to an Authorized Test Laboratory. If the Authorized Test Laboratory determines that such Sample does not meet the criteria for issuing a Verification Report, the Authorized Test Laboratory will so notify the LLA and the LLA may issue a Non-Compliance Notice (“**First Non-Compliance Notice**”) to Licensee and/or its Associated Companies with respect to such Sample.
- 2.4 Each Sample must be verified using the same version of the Wireless Power Specification that was used for the Verification of the entry in the Registered Product Database that matches with the Sample.

- 2.5** Licensee and/or its Associated Companies may object to the First Non-Compliance Notice by written notice to the LLA, no later than twenty-one (21) calendar days after receipt of such First Non-Compliance Notice (“**First Objection Notice**”). Licensee and/or its Associated Companies may, in this First Objection Notice, request the re-testing of the Sample that is the subject of such First Non-Compliance Notice. After receiving a valid First Objection Notice, the LLA shall, at its own expense, submit another Sample, obtained from a different distribution channel, to an Authorized Test Laboratory. If the Authorized Test Laboratory determines that such other Sample does not meet the criteria for issuing a Verification Report, the Authorized Test Laboratory will so notify the LLA and the LLA may issue a second Non-Compliance Notice (“**Second Non-Compliance Notice**”) to Licensee and/or its Associated Companies with respect to such Sample.
- 2.6** Licensee and/or its Associated Companies may appeal against a Logo Non-Compliance Notice, a First Non-Compliance Notice or a Second Non-Compliance Notice by written notice (“**Appeal Notice**”) to the LLA, no later than (a) twenty-one (21) calendar days after receipt of the Logo Non-Compliance Notice (b) twenty-one (21) calendar days after receipt of the First Non-Compliance Notice in case Licensee did not request a re-test, or (c) fourteen (14) calendar days after receipt of the Second Non-Compliance Notice.
- 2.7** Promptly after receiving an Appeal Notice, LLA shall request the Steering Group to appoint an Arbitration Panel by randomly selecting 5 (five) persons from a pool of experts consisting of the employees of Member companies, taking into consideration whether such Member has a potential business interest or conflicts in the subject matter of the evaluation and judgement. LLA agrees and acknowledges, and Licensee agrees and acknowledges that the appointed Arbitration Panel may (a) decide whether or not the Non-Compliance Notice was issued correctly, (b) change the classification of Non-Compliance, and (c) increase the cure periods specified in section 2.9 of this Annex E.
- 2.8** If Licensee and/or its Associated Companies does not appeal within the time limit specified in section 2.5 of this Annex E, or if the Arbitration Panel decides that the Sample fails to comply with the applicable Test Specifications, LLA may issue a final Non-Compliance Notice to Licensee and/or its Associated Companies (“**Final Non-Compliance Notice**”). In the event Licensee and/or its Associate Companies have any objection to the Final Non-Compliance Notice, such dispute shall be solved in line with section 10.7 of this Agreement.
- 2.9** In the event that Licensee and/or its Associated Companies receive a Final Non-Compliance Notice, Licensee and/or its Associated Companies shall take the following actions depending on the classification of Non-Compliance, determined according to the criteria specified in Annex F:
- (a) Logo Non-Compliance:** Licensee and its Associated Companies shall register the Product in the Registered Product Database within thirty (30) days after receipt of the Final Non-Compliance Notice, or cease the distribution and sales of the Non-Compliant Product within thirty (30) days after receipt of the Final Non-Compliance Notice.
 - (b) Minor Non-Compliance:** Licensee and its Associated Companies shall cease the distribution and sales of the Non-Compliant Product within ninety (90) days after receipt of the Final Non-Compliance Notice.
 - (c) Wireless Power Specification Non-Compliance:** Licensee and its Associated Companies shall cease the distribution and sales of the Non-Compliant Product within sixty (60) days after receipt of the Final Non-Compliance Notice.
 - (d) Interoperability Non-Compliance:** Licensee and its Associated Companies shall cease the distribution and sales of the Non-Compliant Product within thirty (30) days after receipt of the Final Non-Compliance Notice. Licensee and/or its Associated Companies may continue the distribution and/or sales of the Non-Compliant Product for an additional sixty (60) days, provided that a prominent warning is attached to each Non-Compliant Product or on the packaging of each Non-Compliant Product, stating explicitly that such Non-Compliant Product may not work correctly in combination with other Products carrying the Wireless Power Logo.

- 2.10** The Non-Compliance Fees for the year 2016 shall be:
- (a) Logo Non-Compliance: One thousand (1000) US\$
 - (b) Minor Non-Compliance: One thousand (1000) US\$
 - (c) Wireless Power Specification Non-Compliance: Five thousand (5000) US\$
 - (d) Interoperability Non-Compliance: Five thousand (5000) US\$

The Non-Compliance Fees specified above shall be doubled in case Licensee requested a re-test.

Payment of the Non-Compliance Fee shall be due within 60 days after date of the invoice. Failure to pay the Product Registration Fee within 90 days after the due date shall constitute a Material Breach.

The maximum Non-Compliance Fees paid for multiple Non-Compliance Notices relating to a single Product Type and its Substantially Similar Products, shall not exceed the Non-Compliance Fee for Interoperability Non-Compliance, provided that these multiple Non-Compliance Notices concern the same type of non-compliance in a period within the initial detection of the non-compliance and the final action taken as a consequence of this non-compliance.

- 2.11** The Steering Group of the Wireless Power Consortium may change the Non-Compliance Fees by written notice to Licensees at least 3 months before the start of a new calendar year.
- 2.12** Not earlier than five (5) calendar days after issuing a Final Non-Compliance Notice, the LLA and/or the Consortium may publish, on its website and/or other publications, the brand name and type number of the Sample that is classified as Non-Compliant Product. LLA shall notify the Licensee of such publication. Should any publication prove to be faulty, LLA shall publish a suitable retraction.
- 2.13** Not earlier than five (5) calendar days after issuing a Final Non-Compliance Notice, the LLA and/or the Consortium may remove the Sample that is classified as Non-Compliant Product from the Registered Product Database. LLA shall notify the Licensee of such removal. Should any removal prove to be faulty, LLA shall reinstate the product in the Registered Products Database.
- 2.14** Licensee's failure to take the actions defined in Section 2.9 in this Annex E, within the specified time, shall constitute a Material Breach.

Annex F Criteria to classify Non-Compliance

1 Logo Non-Compliance:

A Product shall be classified as Logo Non-Compliant when the Wireless Power Logo is used in connection with this Product and the brand name, product name, manufacturer part number or type number, and picture do not match exactly with an entry in the Product Registration Database.

2 Minor Non-Compliance:

A Product shall be classified as Minor Non-Compliant when

- (a) the Wireless Power Logo is not applied correctly, in accordance with the Wireless Power Logo Display Guidelines; or
- (b) any other violation of the Wireless Power Logo Display Guidelines.

3 Wireless Power Specifications Non-Compliance:

A Product shall be classified as Wireless Power Specification Non-Compliant when

- (a) the Product does not pass one or more of the mandatory test procedures defined in the Test Specification; or
- (b) the Product does not comply with the information provided by Licensee when Licensee applied for registration of the product, such as the Self Declaration Form or a Substantial Similar Declaration Form; or
- (c) the Product is subject to a Manufacturing Grace Period and manufactured after the end of that Manufacturing Grace Period.

4 Interoperability Non-Compliance:

A Product shall be classified as Interoperability Non-Compliant when

- (a) the Product is found incompatible with one or more Registered Products in the interoperability test bed; and
- (b) the Product has not received a Waiver for compatibility with these Registered Products.

Annex G Fees

1 The Annual License Fee

The Annual License Fee is 0 USD (nil).

2 The Product Registration Fee

The Product Registration Fee is 2500 USD (two thousand five hundred) per registration for Licensees that signed an associate membership agreement for a small business. The Product Registration Fee for the year 2016 is 0 (nil) for all other Licensees.