

**WIRELESS POWER CONSORTIUM, INC.
INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY**

ARTICLE I PATENT LICENSING

1.1 Definitions

All defined terms in the Bylaws are incorporated by reference. The following definitions shall apply to this IPR Policy:

"Approved Wireless Power Specification" means a Wireless Power Specification which has been approved by the Board in accordance with the Bylaws. For the avoidance of doubt, and without limitation, revisions, bug-fixes, amendments and additions to an Approved Wireless Power Specification, become part of such Approved Wireless Power Specification when these revisions, bug-fixes, amendments or additions have been approved by the Board in accordance with the Bylaws.

"Compliant Low Power Receiver" means a Low Power Receiver that is fully compliant with an Approved Wireless Power Specification and has been verified and certified as fully compliant in accordance with applicable Corporation policies.

"Compliant Other Receiver" means a Receiver that is not a Compliant Low Power Receiver but that is otherwise fully compliant with an Approved Wireless Power Specification and has been verified and certified as fully compliant in accordance with applicable Corporation policies.

"Compliant Receiver" means a Receiver that is (i) fully compliant with an Approved Wireless Power Specification, and (ii) has been verified and certified as fully compliant in accordance with applicable Corporation policies.

"Compliant Transmitter" means a Transmitter that is fully compliant with an Approved Wireless Power Specification and has been verified and certified as fully compliant in accordance with applicable Corporation policies.

"Contributions" means any input by any Member, proposing any additions, modifications or changes to a Wireless Power Specification, or portion thereof made on any medium. For the avoidance of doubt, a Member may make a Contribution without regard to the extent to which such Member owns or controls any IPR in such Contribution.

"Essential Patent(s)" means any patent throughout the world which contains one or more patent claims that are Necessary Claims and are owned, controlled or licenseable by the Member (without need to pay royalties or other consideration to third parties other than its employees).

“Low Power Receiver” means a Receiver that is not capable of receiving more than 5 watts of charging power from a Transmitter; provided however, that the term “Low Power Receiver” will not include any Power Accessory, Medical Device, or Power Tool.

“Medical Device” means any implement, machine, implant, instrument, apparatus, appliance, product, device or article of manufacture including but not limited to any component, part, or accessory of same that is designed for, that is used for or intended to be used primarily for professional medical purposes including but not limited to purposes of diagnosis, prevention, monitoring, mitigation, curative purposes, therapeutic purposes, and/or surgical purposes. The term “Medical Device” includes but is not limited to blood sugar or blood glucose meters, blood pressure measuring devices, heart monitors, thermometers and artificial limbs.

“Necessary Claims” means only those claims of any patent which would necessarily be infringed by implementation of an Approved Wireless Power Specification. A patent claim is “necessarily infringed” only when there is no technically reasonable, non-infringing alternative for implementing an Approved Wireless Power Specifications (or portion thereof) without infringing the relevant patent claim.

For the avoidance of doubt, the Members understand that no undertaking or licensing obligation hereunder (or pursuant to the Corporation in any way) shall require or extend to include patents or claims related to: (i) implementations of other recognized standards, even if those are referenced in the Approved Wireless Power Specification; (ii) any portions of products or devices other than those wireless charging portions of a product or device which are needed in order to comply with an Approved Wireless Charging Specification; or (iii) semiconductor manufacturing or semiconductor process intellectual property.

“Patents” shall mean granted and enforceable patents, but not utility models.

“Power Accessory” means any accessory or peripheral, that is used with or intended to be used with a portable electronic device, where such accessory or peripheral receives wireless power and supplies the received power to the portable electronic device via the external power connector of this portable electronic device. For the avoidance of doubt, without limitation, the term “Power Accessory” will include cases, docks, sleeves, adapters, dongles or other non- integrated devices which transfer power into the mobile device, and will not include Bluetooth® headsets, GPS receivers, or other non- integrated devices that do not transfer power into the mobile device.

“Power Tool” means any tool that is powered by an electric motor or other motor that operates using or runs on electricity and converts electrical energy into mechanical energy including but not limited to drills, saws, screwdrivers, impact drivers, hammers, nail guns, sanders, paint guns, painting tools, heat guns, and

grinders.

“RAND Terms” means reasonable and non-discriminatory terms and conditions.

“RF Terms” means royalty free terms and conditions that do not require the licensee to pay any royalty or similar monetary compensation but which terms otherwise conform to RAND Terms. For the avoidance of doubt, and without limitation, RF Terms may include certain commercial terms and other terms (including but not limited to restrictions on sale, other contractual conditions or provisions to address patent exhaustion).

“Receiver” means a finished product sold to end-user consumers that receives the wireless power charging signal. For the avoidance of doubt, and without limitation, a product that can receive wireless power but needs to be combined with another product to create the capability to consume the power, is not a finished product and not a Receiver under this definition. For the further avoidance of doubt, and without limitation, a battery with the integrated capability to charge with power received from a wireless link is a Receiver under this definition.

“Transmitter” means a device that transmits the wireless power charging signal.

“Wireless Power Specification” means a specification developed by the Corporation as the technological solutions for wireless power transfer.

“Work Group License Claims” means only those claims of any patent which would necessarily be infringed by implementation of a Draft Specification. A patent claim is “necessarily infringed” only when there is no technically reasonable, non-infringing alternative for implementing a Draft Specification (or portion thereof) without infringing the relevant patent claim.

1.2 Specification Work Group License.

For each Specification Work Group in which the Member or its Affiliated Entities participates, each Member grants to participants in such Specification Work Group a royalty free license to such Member’s and Affiliated Entities’ Work Group License Claims, where such license applies only to those Work Group License Claims infringed by the implementation of a Draft Specification associated with such Specification Work Group, solely for participant’s assistance in the development of Draft Specifications associated with such Specification Work Group and subject to the terms and conditions of this IPR Policy. The license granted pursuant to this Section 1.2 shall not include the right to import, sell or offer for sale any implementation of a Specification.

1.3 Patent Licensing

Each Member undertakes to grant or cause the grant, on its own behalf and on behalf of its Affiliated Entities and, subject to faithful performance of license terms, non-exclusive, non-transferable, non-sublicenseable, world-wide licenses:

- (a) on RAND Terms under its Necessary Claims to make, use, sell, offer to sell, import and otherwise dispose of Compliant Transmitters,
- (b) on RAND Terms under its Necessary Claims to make, use, sell, offer to sell, import and otherwise dispose of Compliant Other Receivers, and
- (c) on RF Terms under its Necessary Claims solely to make, use, sell, offer to sell, import and otherwise dispose of Compliant Low Power Receivers.

1.4 Reciprocity

The provisions of Section 1.3, above, concerning the grant of patent licenses shall not be effective as to any other party or that other party's Affiliated Entities, if that party or its Affiliated Entities do not, in fact and practice, make the patent license grant of Section 1.3 available to the Members and their Affiliated Entities.

1.5 No Other License

The Members agree that no patent license, immunity or other right is granted or waived under this IPR Policy by any Member or its Affiliated Entities to any other Members or their Affiliated Entities or to the Corporation, either directly or by implication, estoppel or otherwise, other than the agreements to licenses expressly set forth in this Article III.

1.6 Transfer of Essential Patents

Any transfer by Member or its Affiliated Entities to an unaffiliated third party of an Essential Patent shall be subject to: (i) the terms and conditions of this IPR Policy, and (ii) the undertaking to grant licenses by the Member to other Members and their Affiliated Entities pursuant to Section 1.3 of this IPR Policy.

1.7 Effect of Termination

In the event of the withdrawal or removal of a Member from the Corporation according to the Bylaws, such ex-Member's agreement to license under Section 1.3 shall remain in full force and effect and shall survive its withdrawal or removal only with respect to any Approved Specification that is in effect when such Member withdraws or is removed, and only with respect to Necessary Claims that have a priority date under applicable law that is on or before the date of such Member's withdrawal or removal. For purposes of this Section 1.7, any "Approved Specification that is in effect when such Member withdraws" means any specification approved by the Board in accordance with the Bylaws prior to such withdrawal, including any subsequently adopted bug fixes, corrections or similar non-material changes.

ARTICLE II COPYRIGHTS

Each Member shall retain all rights, titles and interests in and to its Contributions. The Members grant to the Corporation a worldwide, irrevocable, nonexclusive, nontransferable copyright license to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform the Contributions of the granting Member solely for the purposes of developing, publishing and distributing Specifications and related materials, as well as products based on such documents. Except as explicitly provided herein and to the extent possible the Corporation shall own all copyright rights in all Specifications and Output of any Work Group.