

WRAN ALLIANCE INTELLECTUAL PROPERTY RIGHTS POLICY

This Intellectual Property Rights Policy ("**IPR Policy**") governs all activities of the Alliance and its Participants concerning intellectual property rights. The Alliance is an open organization whose activities are focused: (a) to serve as a standards development organization for the creation of specifications related to the development and use of high speed wireless communications technology as a means of providing broadband internet services in VHF and UHF frequencies; (b) to develop and adopt software specifications to incorporate radios into consumer electronics devices; (c) to ensure interoperability between products regardless of manufacturer or origin; and (d) to improve conditions in the high speed wireless internet industry through education and support programs, and ultimately to benefit consumers.

In furtherance of the objective of widespread adoption of Adopted Specifications, the Alliance and its Participants agree that barriers to industry use of Adopted Specifications should be limited as much as possible. Capitalized terms used herein are defined in **Section 10**.

1. IPR Categories. IPR shall be categorized as follows:

- (a) Adopted Specifications;
- (b) Alliance IPR; and
- (c) Joint IPR

with each category subject to the further terms set forth in this IPR Policy.

2. Optional Disclosure of Necessary Claims. Each Participant may, but shall not be required to, disclose whether such Participant has any Necessary Claims (including without limitation, any Necessary Claims of an Affiliate of a Member and/or a Non-Member) relating to the applicable Proposed Specifications or Adopted Specifications. The Alliance shall develop a declaration form to be used by Participants in disclosing the above, which form shall be consistent with the terms of this **Section 2**.

3 RAND License for Necessary Claims. Each Participant agrees to grant to each interested party a RAND License to any Necessary Claims upon such terms and conditions as may be agreed to between such parties.

4. Alliance IPR and IPR Contributed to the Alliance. All right, title and interest in and to any and all IPR, software and documentation created or developed by individuals employed or retained by the Alliance shall vest in the Alliance ("**Alliance IPR**"), and the Alliance shall be free to use and publish any research results, ideas, algorithms, techniques and other information developed for or by the Alliance as determined by the Board of Directors. Members and Associates shall have a Royalty Free License to Alliance IPR. The Alliance owns all right, title and interest in and to the copyrights in the Adopted Specifications and Proposed Specifications.

5. Joint IPR. IPR developed jointly by the Alliance and either: (a) a Participant pursuant to a separate agreement with the Alliance defining the scope of the work to be performed by such Participant; or (b) a contractor acting in their capacity as such, shall be jointly owned by the Alliance and the applicable Participant ("**Joint IPR**"). Each joint owner shall be entitled to exercise all rights of ownership as provided by law without, however, an obligation of accounting from one to the other. The Participant acknowledges and agrees that the Alliance will make Joint IPR available to all interested parties pursuant to terms and conditions determined by the Board of Directors. For the purposes of the foregoing, the term "jointly" shall mean that at least one Participant employee and one Alliance employee or contractor assigned to the Alliance qualify as coinventors as a matter of U.S. patent law, in the case of patentable subject matter, or qualify as co-authors as a matter of U.S. copyright law, in the case of copyrightable subject matter.

7. Disclaimer of Warranties. NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SOFTWARE, DOCUMENTATION, INTERFACES, SAMPLE IMPLEMENTATIONS, SPECIFICATIONS OR ANY OTHER ITEMS PROVIDED OR MADE AVAILABLE TO THE ALLIANCE OR A PARTICIPANT OF THE ALLIANCE, OR WITH RESPECT TO ANY STANDARD OR INTERFACE OR SPECIFICATIONS APPROVED, PROMOTED OR ENDORSED BY THE ALLIANCE OR ANY PARTICIPANT OF THE ALLIANCE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY OF THE FOREGOING ITEMS DO NOT INFRINGE OR CONSTITUTE A MISAPPROPRIATION OF THE PROPRIETARY RIGHTS OF ANY THIRD PARTIES. ALL SUCH ITEMS ARE PROVIDED OR MADE AVAILABLE HEREUNDER "AS IS."

8. Confidentiality. Except as otherwise identified by Participant, any information submitted or disclosed to the Alliance, including any committee or working group thereof, shall be treated as non-confidential and shall be available to all Participants of the Alliance without restriction. Any information pertaining to the business of the Alliance which Participant submits or discloses to the Alliance, including any committee or working group thereof, and which is: (a) marked by Participant as "Confidential" information, or (b) if orally disclosed, identified as Confidential prior to disclosure and reduced to writing and marked as Confidential within three (3) business days from the date of disclosure, shall be treated as Confidential information with respect to third parties, except for any portion thereof that constitutes information: (c) rightfully in the public domain other than by a breach of a duty to the disclosing party; (d) rightfully received from a third party without any obligation of confidentiality; (e) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; (f) independently developed by employees of the receiving party; or (g) generally made available to third parties by

the disclosing party without restriction or disclosure. Such Participant Confidential information shall be maintained by each Participant of the Alliance in confidence with at least the same degree of care that it uses to protect its own proprietary information and in no event with less than reasonable care, and each Participant of the Alliance that receives such Participant Confidential information shall only use such Confidential information for the Alliance purpose for which it was submitted. In the event a Participant of the Alliance breaches the obligation of confidentiality with respect to Confidential information of Participant, the sole and exclusive remedy of Participant shall be to seek recourse against the breaching Participant of the Alliance and the Alliance shall have no liability with respect to such breach. Third parties seeking access to Participant's Confidential information that has been provided to the Alliance must reach an agreement with Participant as a condition for being provided the Participant's Confidential information. Participant Confidential information will not be included in an Alliance Adopted Specification unless Participant waives its confidentiality. The rights and obligations set forth in this Section 8 shall expire three (3) years after the date the Participant discloses or submits the Participant Confidential information to the Alliance or to any other Promoter, Participant and/or Adopter Members of the Alliance.

9. Amendments. This IPR Policy may be amended by a two thirds (2/3) majority vote of the Board of Directors of the Alliance. In the event of any amendment, each Participant will have thirty (30) days advance notice prior to such amended IPR Policy going into effect, at which time each Participant will be bound to the IPR Policy as amended. In the event that a Participant does not agree to abide by the amended IPR Policy, such Participant must resign from the Alliance prior to the expiration of the thirty (30) day advance notice period.

10. Definitions.

"Adopted Specifications" means the Specifications that have been approved or adopted by the Alliance pursuant to a majority vote of the Alliance Board of Directors.

"Associate" means a signatory to the Alliance Associate Agreement, collectively or individually, as applicable.

"Alliance IPR" is defined in **Section 4**.

"Fully Comply" means products or technology that meet all mandatory portions of the applicable Adopted Specifications. If the Adopted Specifications contain optional components, and the product or technology incorporates the optional components, then the products or technology must also meet the optional specifications of such Adopted Specifications.

"Interfaces" means a set of message and message sequences on the information flowing across a reference point between two identified functional entities or the method by which information, including data and control information, is conveyed between cooperative systems or devices, such as radio frequency communications-related subsystems.

"IPR" means intellectual property rights, whether by patent, copyright, trade secret or

other form of intellectual property.

"Joint IPR" is defined in **Section 5**.

"Member" means a signatory to the Alliance Member Agreement, collectively or individually, as applicable.

"Necessary Claims" means those claims of all patents and patent applications throughout the world, existing now or hereafter issued or filed, that a Participant, owns, and that: (a) cover or directly relate to one or more of the Proposed Specifications and/or the Adopted Specifications, as applicable; and (b) would be necessarily infringed by an implementation of any Proposed Specifications, if approved as Adopted Specifications, and/or Adopted Specifications, as applicable, where such infringement could not have been avoided by another commercially reasonable non-infringing implementation of such Proposed Specifications and/or Adopted Specifications, as applicable, and such infringement is necessary to meet the implementation requirements of the Proposed Specifications and/or Adopted Specifications, as applicable. Necessary Claims shall not include any claims of any patents or patent applications covering any enabling technologies that are used in the manufacture of products that comply with the Proposed Specifications and/or Adopted Specifications, but are not expressly designated in the Proposed Specifications and/or Adopted Specifications (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, etc.). If a Participant asserts that any claim is not a Necessary Claim on the basis that there is a commercially reasonable alternative to the infringing implementation of the Adopted Specification, such Participant shall provide the Board of Directors with sufficient documentation evidencing the availability of such a commercially reasonable alternative.

"Non-Participant" means any entity which is not a Participant.

"Participant" means any participant in the Alliance which has executed a written agreement relating thereto, including without limitation all Members and Associates. "Participant" additionally includes any other persons or entities (e.g. standards organizations, government agencies, subject matter experts, and universities) which are participating in the Alliance pursuant to a written participation agreement, but are not Members or Associates.

"Proposed Specifications" means Specifications and/or any additions and/or modifications to existing Adopted Specifications (but not the underlying Adopted Specifications) recommended for review to the Alliance by the Board of Directors.

"RAND License" means a non-exclusive license on fair, reasonable and nondiscriminatory terms and conditions, without a right to sublicense, to make, have made, use, import sell, offer to sell, license, promote or otherwise distribute and dispose of the resulting product or technology that Fully Comply with the applicable Adopted Specifications.

"Royalty Free License" means a no cost, worldwide, perpetual, non-exclusive, non-transferable, unrestricted license to the Necessary Claims, as applicable, but does not include any right to grant sublicenses, solely to make, have made, use, import, sell, offer to

sell, license, promote or otherwise distribute and dispose of the resulting product or technology.

"Specifications" means documents or specifications that define or specify one or more aspects of an Interface. Interfaces may be defined and/or specified by using either message oriented descriptions or a protocol specification.