

UNIVERSAL STYLUS INITIATIVE, INC.

INTELLECTUAL PROPERTY RIGHTS POLICY

SECTION 1. DEFINITIONS

Except as otherwise defined below, all capitalized terms shall have the meaning defined for them in the Bylaws of Universal Stylus Initiative, Inc. (the “Corporation”). The following definitions shall apply to this Intellectual Property Rights Policy (“IPR Policy”):

1.1 “**Compliant Portion**” means only those specific portions of products (hardware, software, firmware or combinations thereof) that: (i) implement and are compliant with all relevant portions of a Final Specification, and (ii) are within the bounds of the Scope.

1.2 “**Contribution**” means a submission by a Participant proposing an addition to or modification of a Draft Specification or portion thereof, or an existing Final Specification or portion thereof, provided that the submission is either (i) submitted in writing to the Corporation by the submitting Participant (including a writing in electronic medium) and clearly marked as a “Contribution” or (ii) stated orally by the submitting Participant, memorialized with specificity in the written minutes of a meeting, and attributed in the meeting minutes to the submitting Participant, provided that the minutes are promptly provided to the individual representing the submitting Participant, unless the submitting Participant withdraws its submission in writing as soon as practicable and in any event, no later than forty-five (45) days of receipt of such written minutes.

1.3 “**Draft Specification**” means a document in development or under consideration for adoption as a Final Specification that has not been adopted or approved by the Corporation in accordance with Section 2.

1.4 “**Final Specification**” means a document that has been adopted and approved for release by the Corporation in accordance with Section 2.

1.5 “**Necessary Claims**” means those technically essential claims of all issued patents and utility models, and published applications therefor, other than design patents and design registrations, throughout the world which a Participant or its Affiliates has the right to grant licenses of the nature agreed to be granted herein without such grant resulting in payment of royalties or other consideration to third parties (except for payments to Affiliates or employees) which claims are necessarily infringed by compliant implementation of the express terms of such Final Specification adopted and approved for release by the Corporation and which are within the bounds of the Scope. Necessary Claims do not include any claims other than those set forth above even if contained in the same patent as Necessary Claims.

1.6 “**Scope**” means those protocols, electrical signaling characteristics, register models, communication and network interface protocols, application program interfaces, service provider interfaces, and/or data structures solely to the extent embodied with particularity in the Final Specification where the primary purpose of such embodiment is to enable products to

interoperate, interconnect, or communicate as defined within the Final Specification. For the purpose of clarification, the Scope shall not include: (i) any technology or apparatus that may be necessary to develop, design, measure, manufacture, sell or use any product or portion thereof that complies with the Final Specification but is not expressly set forth in Final Specification (examples of such technologies include without limitation semiconductor manufacturing technology, analog or digital integrated circuit design technology, digital signal processing technology, error correction technology, compiler technology, object oriented technology, operating system technology); or (ii) the implementation or use of other published specifications developed elsewhere but referred to in the body of the Final Specification; (iii) any portion of any product or any combination of products (or portions of products) that are not required for compliance with the Final Specification, including parts and components used for or incorporated in any product or portion thereof which implement the Final Specification but are not expressly set forth in the Final Specification (examples of such parts and components include without limitation, pressure sensors, capacitance switches, A/D or D/A converter circuits, or batteries); or (v) technology which may differentiate any products among different brands implementing the Final Specification but not expressly set forth in the Final Specification. The Scope shall include only architectural and interconnection requirements of the Final Specification and shall not include any implementation examples contained in the Final Specification unless the Final Specification expressly states that such implementation examples are required for compliance with the Final Specification.

SECTION 2. SPECIFICATION REVIEW AND NOTICE

2.1 Draft Specifications. A Technical Work Group (or Groups) to be chartered by the Board of Directors shall have the responsibility for drafting and developing Draft Specifications, as defined in Section 1.3, above. When a Draft Specification is ready to be considered for approval as a Final Specification by the Board of Directors, the Technical Work Group chair will first initiate a “Patent Notification Period.” To initiate a Patent Notification Period, the Technical Work Group chair will notify the Technical Work Group members via email of the commencement of the Patent Notification Period. That notification will include a statement that identifies the Draft Specification subject to the Patent Notification Period, and that the Patent Notification Period will last at least 45 days from its initiation. A Draft Specification may not become a Final Specification until the completion of its Patent Notification Period. During a Patent Notification Period, if a Participant’s representative to the Technical Work Group has actual personal knowledge, after a reasonable and good faith internal inquiry (“reasonable and good faith inquiry” may include, but is not limited to, the Member using reasonable efforts to contact individuals who are from, employed by, or represent the Member and who the Member believes are most likely to have knowledge about the technology covered by the Draft Specification), that such Participant’s or its Affiliates’ patents or published patent applications may contain Necessary Claims, then the representative of such Participant shall disclose, in writing (which may be delivered via e-mail) to the Technical Work Group chair the existence of those patents or published patent applications. The disclosures must include a specific identification, by number, of the patents or published patent applications. The Technical Work Group chair will make those disclosures available to all of the Technical Work Group members. Nothing in this section imposes any obligation on a Participant or its representatives to conduct any patent or other intellectual property searches of any kind or take any action. After the closure of the Patent Review Period, the Draft Specification and the declarations received during

the Patent Notification Period shall be sent to the Board of Directors who shall consider the Draft Specification for approval, and if approved, send the complete copies of the Draft Specification and the declarations received during the Patent Notification Period to the Participants for review pursuant to Section 2.2, below. If the Board of Directors does not approve such Draft Specification, the Secretary will return such Draft Specification to the Technical Work Group.

2.2 Draft Specifications Review Period. For a period of sixty (60) days from the date that the Board of Directors sends the Draft Specification to the Participants as contemplated above (hereinafter the “Review Period”), the Participants, on behalf of themselves and their Affiliates, may review the same for any Necessary Claims that may be implicated by the Draft Specification. While there is no requirement for a Participant to review its patent portfolio for Necessary Claims, Participants are advised that unless they provide a timely Licensing Objection pursuant to Section 2.3, or a timely notice of withdrawal pursuant to Section 2.4, before the end of the Review Period, the Participant is committing to the licensing provisions of Section 3 with regard to Necessary Claims implicated by the Draft Specification, if and when the Draft Specification implicating those Necessary Claims is adopted by the Corporation as a Final Specification in accordance with this Section 2.

2.3 Licensing Objection. In the event that the Participant in good faith believes that the implementation of Necessary Claims in such Draft Specification would require a license from that Participant, and that such Participant is unwilling to provide a license under such Necessary Claims in accordance with Section 3, below, that Participant must within the Review Period of Section 2.2 provide written notification to the Executive Director of its intent not to grant licenses to such Necessary Claims (“Licensing Objection”). Notwithstanding the foregoing, a Participant shall not have the right to submit a Licensing Objection with respect to (i) any Necessary Claims in any Contribution submitted by such Participant, or (ii) any Necessary Claims that were implicated in prior versions of the Draft Specification currently under review and that had been previously reviewed pursuant to this Section 2 without such Participant submitting a Licensing Objection for such Necessary Claims. Such Licensing Objection will include written identification of any Necessary Claims that such Participant refuses to license hereunder. In the event that a Participant properly submits a Licensing Objection within the license Review Period set forth in Section 2.2, above, such Participant shall not be required to grant licenses under the identified Necessary Claims. The Board of Directors shall have the discretion to implement and require a standard form document for the submission of Licensing Objections.

2.4 Withdrawal. In lieu of delivering a Licensing Objection pursuant to Section 2.3, a Participant who has not made a Contribution to the Draft Specification may provide notice to the Executive Director that it withdraws from participation in the Corporation pursuant to this Subsection (“Notice of Withdrawal”), if that Participant determines that the Draft Specification implicates Necessary Claims which that Participant is unwilling to license to the other Participants pursuant to Section 3. A Participant wishing to exercise the right to withdraw under this provision must deliver notice of withdrawal not later than the end of the Review Period for the applicable Draft Specification referenced in Section 2.2. Said notice must include written identification of any Necessary Claims of the Participant that it does not wish to license hereunder.

2.5 Responding to any Licensing Objection or Notice of Withdrawal; Subsequent Draft Specification Reviews. Any and all Licensing Objections and/or Notices of Withdrawal timely received by the Executive Director shall be immediately forwarded to both the Board of Directors and Technical Work Group. Either the full Technical Work Group, or an ad-hoc subcommittee thereof, shall review and evaluate each Licensing Objection and Notice of Withdrawal, as well as alternative design options or recommendations for the Draft Specification. The Technical Work Group or subcommittee thereof shall deliver to the Board of Directors the results of its findings within a reasonable period of time (hereinafter referred to as the “Licensing Objection Evaluation”). Should the Technical Work Group or ad-hoc subcommittee thereof recommend material changes to the Draft Specification, then the Technical Work Group shall commence the necessary modifications to the Draft Specification. Once modified, the Draft Specification review process started in Section 2.1, above, shall commence again. Should the Technical Work Group or ad-hoc subcommittee thereof recommend that no material changes be made to the Draft Specification, then the Draft Specification shall proceed for final approval pursuant to Section 2.6, below.

2.6 Approval of Final Specifications. After completion of the Draft Specification review process stated in Sections 2.1 through 2.5, above, the Technical Work Group shall submit such Draft Specification to the Board of Directors for final review. If the Board of Directors approves such Draft Specification via an affirmative vote of the total number of Directors, less one (1), pursuant to Section 4.12(a) of the Bylaws, the Draft Specification shall become a Final Specification of the Corporation. In the event that the Board of Directors fails to approve such Draft Specification as a Final Specification, such Draft Specification shall be returned to the Technical Work Group.

SECTION 3. LICENSING OF INTELLECTUAL PROPERTY RIGHTS

Subject to a Participant’s rights under and compliance with Sections 2.3 and 2.4 above, when the Participant or its Affiliate makes a Contribution to a Final Specification of the Corporation, including revisions thereto, or when the Corporation adopts and approves for release a Final Specification, the Participant and its Affiliates hereby agree to grant to other Participants and their Affiliates under reasonable terms and conditions (including at the licensors discretion, reasonable royalties) that are demonstrably free of any unfair discrimination, a nonexclusive, nontransferable, non sub-licensable, irrevocable (except upon breach by licensee), worldwide license under its Necessary Claims to allow such Participants to make, have made (for Participant and not for any contractor of Participant), use, import, offer to sell, lease, sell and otherwise distribute Compliant Portions, provided that such agreement to license shall not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion.

For Necessary Claims subject to this Section 3, Participant agrees that it shall neither seek (nor seek to enforce) an injunction, exclusion order, or similar remedy against another Participant’s Compliant Portion if that other Participant is willing to be bound by a license that includes reasonable and non-discriminatory (“RAND”) compensation for the practice of such Necessary Claims. In determining an appropriate reasonable compensation, the Member shall take into account a number of factors including but not limited to a royalty based on the smallest saleable unit including a Compliant Portion, the technical value of the relevant Necessary Claims, the

investment made in developing the technology and the public policy of encouraging further innovation as well as the overall comparable royalty that could be charged for all Necessary Claims.

SECTION 4. RECIPROCITY

The provisions of Section 3 concerning the grant of licenses between Participants shall not be effective as to any other Participant or that other Participant's Affiliates, if that Participant or its Affiliates do not, in fact and practice, make the license grant of Section 3 available to the other Participants and their Affiliates.

SECTION 5. RETENTION OF RIGHTS

Nothing contained in this Intellectual Property Rights Policy shall be deemed as requiring a Participant or its Affiliate to grant or withhold any license or sublicense of an individual Participant's patents containing Necessary Claims to non-Participants.

SECTION 6. NO OTHER LICENSE

The Participants agree that no license, immunity or other right is granted under this IPR Policy by any Participant or its Affiliates to any other Participants or their Affiliates or to the Corporation, either directly or by implication, estoppel, or otherwise, other than the agreements to grant licenses expressly set forth herein.

SECTION 7. TRANSFER OF NECESSARY CLAIMS

Each Participant agrees that it will not transfer, and has not transferred, patents or published or unpublished patent applications having Necessary Claims solely for the purpose of circumventing such Participant's obligations under this Intellectual Property Rights Policy. In the event a Participant assigns or transfers a patent or published or unpublished patent application containing, or consisting of, Necessary Claims in Contributions submitted by the Participant prior to, or at the time of, the assignment or transfer, the Participant agrees that the licensing commitments hereunder shall encumber such assigned or transferred patents, published or unpublished patent applications, and that Participant will exercise reasonable efforts to notify the assignee or transferee that such patents or published patent applications may be subject to the licensing provisions of Section 3, above prior to the assignment or transfer.

SECTION 8. COPYRIGHTS

8.1. To the Corporation. The Participants 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 Participant solely for the purposes of developing, publishing, and distributing Final Specifications and related materials.

8.2. From the Corporation. As to copyrighted materials published by the Corporation, including but not limited to Final Specifications adopted by the Corporation prior to or during a Participant's membership in the Corporation, the Corporation grants each Participant a

worldwide, irrevocable (except for breach), nonexclusive, nonsublicensable, nontransferable copyright license to internally (within the Participant company including Affiliates or, subject to a restricted use nondisclosure agreement, third party contractors of the Participant) reproduce, distribute, perform, create derivative works of and display such works solely for the purposes of: i) developing or promoting products based upon the Final Specification; ii) procuring products based upon the Final Specifications; or iii) designing, developing or implementing internal systems and processes based upon the Final Specifications. This license to the Participants expressly excludes the right to create derivative works except under the restrictions set forth in this Section 8.2.

SECTION 9. TRADEMARKS

In the event that the Corporation proposes to adopt any other name or logo as a trademark or trade name (collectively “**Trademarks**”), the Corporation shall notify the Participants in writing of the proposal. The Corporation shall take such steps as the Board of Directors deems necessary and proper to protect its rights under such Trademarks adopted for use by the Corporation. In furtherance thereof, the Board of Directors shall establish and disseminate reasonable conditions and procedures for the licensing and use of such Trademarks, demonstrably free of any unfair discrimination among the Participants.

SECTION 10. SURVIVAL OF AGREEMENT TO GRANT LICENSE

Notwithstanding the dissolution of the Corporation or a Participant’s termination, withdrawal, or non-renewal of its participation in the Corporation and except as provided in Section 11, a Participant’s agreement to grant a license as provided in Section 3 and Section 4 shall remain in full force and effect for: (a) any Necessary Claim to a Contribution made by such Participant to a later adopted Final Specification or any Necessary Claim to a Final Specification adopted before the effective date of dissolution or before the effective date of a Participant’s termination, withdrawal, or expiration of participation; and (b) any Necessary Claims to a Final Specification adopted by the Corporation after the effective date of the Participant’s termination, withdrawal or expiration of participation that are necessary for this later Final Specification to be backwards compatible with a prior Final Specification subject to (a) above, provided that subject matter licensed under the later Final Specification is used in a substantially similar manner and to a substantially similar extent with a substantially similar result as the subject matter under the prior Final Specification for which the Participant is obligated to grant licenses. In no event is a withdrawn, terminated, or non-renewed Participant obligated to license any additional Necessary Claims under this Section 10. A withdrawn, terminated, or non-renewed Participant shall remain entitled to reciprocity pursuant to Section 4 so long as that withdrawn, terminated, or non-renewed Participant remains obligated to license any Necessary Claims under this Section 10. This agreement to the survival of reciprocal licensing shall extend to all Participants, including Participants who become Participants after the effective date of a departing Participant’s termination or expiration.

SECTION 11. EXCEPTION IN THE EVENT OF NONCOMPLIANCE

The agreement to license, which survives under Section 10, shall terminate completely as to any Final Specification which does not include all applicable requirements for interoperating,

communicating, or connecting with or to products that comply with Final Specifications that were in effect (a) sixty (60) days prior to the effective date of the Participant's withdrawal, termination, or expiration of participation, or (b) sixty (60) days prior to the effective date of dissolution of the Corporation; provided, however, that should Participant's withdrawal, termination or expiration of participation occur prior to the adoption of the Corporation's initial Final Specification, the agreement to license shall terminate completely as to any Final Specification within the Scope that was defined prior to the effective date of the Participant's termination or expiration of participation.

SECTION 12. RIGHT TO MAKE VOLUNTARY DISCLOSURES OF NECESSARY CLAIMS

Nothing in this IPR Policy shall be construed as prohibiting the Participants from voluntarily disclosing the presence of Necessary Claims of the Participants that may be found in Draft Specifications or Final Specifications of the Corporation. Such disclosure shall not, however, be deemed as a waiver of a Participant's rights under Section 2, above.

SECTION 13. OBLIGATION OF GOOD FAITH

The Participants acknowledge and agree that the obligations of this Intellectual Property Rights Policy shall be governed by the principles of good faith and fair dealing.

SECTION 14. AMENDMENTS

This Intellectual Property Rights Policy shall only be altered, amended, or repealed, and new Intellectual Property Rights Policy adopted, upon approval of the Board of Directors with not more than one (1) dissenting vote.

CERTIFICATE OF SECRETARY

I hereby certify:

That I am the duly appointed Secretary of the Universal Stylus Initiative, Inc., a Delaware non-stock, nonprofit Corporation; and

The foregoing Intellectual Property Rights Policy, comprising seven (7) pages, including this page, constitute the duly adopted Intellectual Property Rights Policy of the Universal Stylus Initiative, Inc. as duly adopted by the Board of Directors of said Corporation, effective March 6, 2015.

IN WITNESS WHEREOF, I have hereunder subscribed my name this ____ day of _____, 201__.

Name

Signature