

USR ALLIANCE CONFIDENTIAL INFORMATION

CHARTER OF
USR ALLIANCE
And
Anti-Trust Guidelines &
Intellectual Property Rights Policy
Version 1.0

SECTION 1. DEFINITIONS

- 1.1. **“Adopter Participant”** or **“Adopter”** means an entity which has executed an Adopter Participant Agreement in order to participate in the USR Alliance pursuant to the terms set forth in the Adopter Participant Agreement and this Charter, including payment of Membership Fees as set forth herein.
- 1.2. **“Adopter Participant Agreement”** means those membership documents as such are approved for issuance by the Secretary and described as the Adopter Participant Agreement as may be amended.
- 1.3. **“Affiliate”** means with respect to any person or entity, any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such person or entity. For purposes of this definition, **“Control”** means the right to direct the business decisions and affairs of an entity, whether by possession of beneficial ownership of more than fifty percent (50%) of the stock or other similar interest entitled to vote for election of the board of directors or similar managing authority, by contract or by otherwise.
- 1.4. **“Alliance Participant(s)”** shall mean any and all Promoters, Contributors and Adopters of the Alliance as set forth in this Charter.
- 1.5. **“Annual Meeting”** shall mean the meeting of the Board of Directors that is held annually on or around the anniversary of the Initial Board Meeting.
- 1.6. **“Approved Final Specification”** means that set of Final Specification that has been approved by the Board of Directors pursuant to the requisite vote pursuant to Section 3.4.8 for publishing by the USR Alliance and as further described in the Intellectual Property Rights Policy.
- 1.7. **“Board of Directors”** means that managing group of the Alliance comprised as further described in Section 3.1.
- 1.8. **“Charter”** shall mean this document and any subsequent version thereof as may be amended and adopted by the Board of Directors.
- 1.9. **“Contributor Participant”** or **“Contributor”** means an entity which has executed a Contributor Participant Agreement in order to participate in the USR Alliance pursuant to the terms set forth in the Contributor Participant Agreement and this Charter, including payment of Membership Fees as set forth herein.
- 1.10. **“Contributor Participant Agreement”** means those membership documents as such are approved for issuance by the Secretary and described as the Contributor Participant Agreement as may be amended.
- 1.11. **“Director”** shall mean a member of the Board of Directors.
- 1.12. **“Draft Specification”** has the meaning as set forth in the Intellectual Property Rights Policy.
- 1.13. **“Final Specification(s)”** has the meaning as set forth in the Intellectual Property Rights Policy.
- 1.14. **“Initial Board Meeting”** shall mean the meeting that was held by the Board of Directors on August 16, 2017.
- 1.15. **“Intellectual Property Rights Policy”** or **“IPR Policy”** shall mean that policy, as may be amended from time to time that is attached hereto as Exhibit B and represents the intellectual property rights policy of the Alliance.
- 1.16. **“LLC Agreement”** means the USR Alliance, LLC Operating Agreement.

1.17. **“Participant”** shall mean collectively or individually either a Promoter, Contributor or Adopter Participant.

1.18. **“Participant Agreement”** shall mean a document entitled either “Promoter Participant Agreement”, “Contributor Participant Agreement”, or “Adopter Participant Agreement”, each as approved for use by the Board of Directors for execution by an applicable prospective Participant that describe an applicable level Participant’s duties and obligations required for participation in the activities of the Alliance.

1.19. **“Promoter Participant”** or **“Promoter”** means an entity which has executed the Promoter Participant Agreement in order to participate in the USR Alliance pursuant to the terms set forth in this Promoter Participant Agreement and this Charter, including payment of Membership Fees as set forth herein.

1.20. **“Promoter Participant Agreement”** means those membership documents as such are approved for issuance by the Secretary and described as the Promoter Participant Agreement as may be amended.

1.21. **“Specification Administrator”** means that certain entity identified in Section 4 as may be replaced from time to time by the Board of Directors. The initial Specification Administrator shall be USR Alliance, LLC.

1.22. **“USR Alliance”** or **“Alliance”** means collectively the forum established by the initial Promoter companies in which the Participants collaborate within the Working Groups and as such is managed by the Board of Directors and administered by the Specification Administrator.

1.23. **“Working Group(s)”** means any group established by the Board of Directors for purposes of carrying out activities of the Alliance.

SECTION 2.

PURPOSE AND POWERS

2.1 GENERAL OBJECTIVES AND PURPOSE

The Alliance is organized for the establishment and operation of a shared pool of resources for the benefit of its Participants. The Alliance is not a formal entity, nor does it constitute any form of legal partnership, joint venture, organization, order, foundation, or syndicate.

2.2 SPECIFIC OBJECTIVES AND PURPOSES

The USR Alliance was created by the initial Promoters to provide an industry forum to define, discuss and specify all aspects of using Ultra Short Reach (USR) links. USR links are used to connect dies within a package using an organic substrate, also known as a Multi-Chip Modules (MCM). An initial topic for the Alliance to work on is the use of high-rate, multi-wire USR links in I/O connectivity applications. The Alliance will also extend the discussion to other USR-related topics across multiple disciplines, including enabling other relevant applications, defining complementary transport protocol & software API’s, defining application-specific electrical profiles, and addressing power management issues.

The outputs of the USR Alliance will be:

1. Implementation agreements for the electrical and logical interfaces;

2. Conformance test suites to enable interoperability;
3. Market awareness and education (subject to the provisions of the Anti-Trust Guidelines)
4. Use case analysis;
5. Other outputs as the Board of Directors may deem appropriate for the Alliance.

The Alliance will operate with parliamentary debate rules, transparent decision-making, and a sense of fair play.

2.3 DURATION

The duration of the Alliance shall be perpetual, but may be dissolved at any time upon a unanimous vote of all Directors.

2.4 COMPLIANCE WITH ANTITRUST LAWS

Each of the Participants of the Alliance is committed to fostering competition in the development of new products and services, and the work of the Alliance is intended to promote such competition. Each Participant further acknowledges that it may compete with the others in various lines of business and that it is therefore imperative that they and their representatives act in a manner that does not violate any applicable state, federal, or international antitrust or competition laws or regulations or applicable orders. Accordingly, each Participant hereby assumes responsibility to provide appropriate legal counsel to its representatives acting under this Charter regarding the importance of limiting the scope of their discussions to the topics that relate to the purposes of the Alliance, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise. Each Participant further acknowledges that it and each other Participant is free to develop competing technologies and to license its patent rights to third parties, including without limitation, to enable competing technologies and standards. The Alliance shall adopt Antitrust Guidelines attached hereto as Exhibit A, and may revise them from time to time by unanimous vote of the Board of Directors.

SECTION 3. ORGANIZATION AND MANAGEMENT

3.1 BOARD OF DIRECTORS AND MANAGEMENT OF THE ALLIANCE

The Alliance will be governed by the Board of Directors as described in this Charter.

3.2 QUALIFICATION, APPOINTMENT AND ELECTION OF DIRECTORS

3.2.1 Qualification. Each Director must be an employee of a Promoter or an employee of an Affiliate of a Promoter, or pursuant to Section 3.3.2, an employee of a Contributor or an employee of an Affiliate of a Contributor. Subject to Section 3.2.1.4, Promoters have the right while they remain a Promoter in good standing to appoint a representative Director to serve on the Board of Directors if approved by the Board of Directors pursuant to the required vote set forth in Section 3.4.8. No Promoter or Contributor may have more than one (1) representative Director elected or appointed to the Board of Directors. For purposes of this Charter, a Participant and its Affiliates shall be deemed as one (1) Participant.

3.2.1.1 Initial Appointment. The initial Board of Directors shall be appointed by the Promoters in good standing as of the date of the Initial Board Meeting and shall consist of one representative from each of such Promoters only.

3.2.1.2 Alternates. Each Promoter, or Contributor pursuant to Section 3.3.2 represented on the Board of Directors may also appoint an alternate representative to serve on the Board on a temporary basis should its designated representative become unavailable. Even if a designated representative to the Board of Directors is present, that Director's alternate representatives may also attend meetings of the Board of Directors, but in a non-voting capacity. By providing written notice to the Secretary, a Participant may replace an individual representative of that Participant on the Board of Directors at any time either with its designated alternate representative or another designated representative of the Participant.

3.2.1.3 Notice, Nomination and Elected Director. After the second anniversary of the Initial Board Meeting the Board of Directors shall provide notice to all Contributor level Participants collectively indicating that the Contributors may, within 90 days, nominate and hold an election amongst all Contributors to select a single Elected Director representative to the Board of Directors by providing notice including a certification that the representative is an employee of one of the Contributors or its Affiliate and that such person has actively participated in the activities of the Alliance during the prior twelve (12) month period by attending and participating in the Work Group(s) of the Alliance. The term "Elected Director" is defined in Section 3.3.2 below, and the Elected Director representative will represent collectively all of the Contributors among the Board of Directors.

3.2.1.4 Additional Directors. The Board of Directors may elect to invite each new Promoter to appoint a Director representative to the Board of Directors pursuant to Section 3.4.8. The number of Directors shall never exceed the total number of Promoters plus one.

3.3 TERM OF OFFICE AND VOTE OF NO CONFIDENCE

3.3.1 Promoter Directors. Except as set forth herein, the Promoter Directors shall be appointed and serve until the later of his or her death, resignation or removal from office, or when their successors are appointed. Nothing contained herein shall prevent a Promoter from reappointing the same individual to serve as its representative to the Board of Directors in subsequent terms, which shall be for one (1) year. Should one of the Promoters fail to designate a replacement individual to fill its seat on the Board of Directors then the individual previously filling that seat on behalf of that Promoter shall continue on the Board of Directors for an additional one (1) year term (or terms). Each Promoter shall designate its appointment to the Board of Directors in writing to the Chairperson, on or before the date set for the Annual Meeting of the Board of Directors in the notice of such meeting.

3.3.2 Elected Director. The representative of the Contributors elected to the Board of Directors pursuant to Section 3.2.1.3 ("**Elected Director**") shall be entitled to representation on the Board for a term of one (1) year or until their successor is duly elected. An Elected Director may serve for successive terms if duly elected.

3.3.3 No Confidence. If, at the Annual Meeting of the Board of Directors, a motion to hold a vote of no confidence concerning a Director receives two-thirds (2/3) or more vote of the number of Directors currently serving on the Board of Directors, then a vote of no-confidence shall be held. If the disinterested Directors unanimously cast votes of no-confidence regarding a Director, whether elected or appointed, that Director shall immediately withdraw from the Board of Directors. As used in this Section 3.3.3, “disinterested” shall mean a Director that is not the subject of a vote of no-confidence. For purposes of any vote of no-confidence procedure, an abstention from vote or failure to vote shall count as a vote of confidence. Additionally, in the event that two-thirds (2/3) or more of the current Directors request a vote of no-confidence concerning any Director who has not shown any meaningful contribution to the Alliance, then a special vote of no-confidence shall be held. Such a special vote of no-confidence shall be taken as soon as possible after the request, and the outcome of the vote shall be determined as per the process set forth in the preceding paragraph for a regularly scheduled vote of no-confidence. This special on-demand vote of no-confidence provision shall not become effective and applicable until two (2) years after the Initial Board Meeting. Any vacancies resulting from a vote of no-confidence shall be left unfilled in accordance with these provisions unless and until the Board of Directors approves a new Director to be included on the Board of Directors pursuant to Section 3.4.8 below.

3.4 DUTIES OF DIRECTORS.

3.4.1 It shall be the duty of the Board of Directors to:

3.4.1.1 Perform any and all duties imposed on them collectively or individually by this Charter;

3.4.1.2 Supervise all Work Groups and establish Work Groups policies and procedures, or approve Work Group proposed versions thereof to assure that their duties are performed properly;

3.4.1.3 Nominate and elect Chairs and Vice-Chairs of Work Groups;

3.4.1.4 Meet at such times and places as required by this Charter;

3.4.1.5 Elect annually a Chairperson to perform the duties set forth in Section 3.5.1;

3.4.1.6 Establish, charter, modify charter and disband Work Groups, as appropriate to conduct the work of the Alliance and to elect Chairs and/or Vice-Chairs for all Work Groups;

3.4.1.7 Establish policies and procedures for the consideration of changes or refinements to Final Specifications of the Alliance that are presented to the Board of Directors by a Work Group;

3.4.1.8 Review and approve Final Specifications as Approved Specifications of the Alliance, or in the alternative make recommendations for modification thereof and direct such recommendations to the applicable Work Group for reconsideration of the proposed Final Specifications;

3.4.1.9 Consider for approval or rejection any public statement, press release or similar public materials concerning the Approved Specifications or the business of the Alliance prior to making such materials public;

3.4.1.10 Consider for approval or rejection the Specification Administrator’s proposed annual budget;

3.4.1.11 Establish annual membership fees for the various levels of Participants and to determine the rights and obligations for each levels of Participant not otherwise stated in this Charter;

3.4.1.12 Make and communicate a yearly evaluation of the Alliance's fulfillment of its purposes as set forth in this Charter and the need to continue the existence of the Alliance going forward;

3.4.1.13 Adopt and modify this Charter, Anti-Trust Guidelines and/or Intellectual Property Rights Policy as necessary;

3.4.1.14 Such other duties as are customary for the Directors of a similar technical collaboration body to the Alliance.

3.4.2 Compensation. Directors shall serve without compensation by the Alliance.

3.4.3 Place of Meetings. Board of Directors meetings shall be held at places and times as may be agreed to by a majority of the Board of Directors. Meetings may be held in person or by any combination of audio, document or videoconferencing techniques or any other means permitted by law.

3.4.4 Annual Meetings. Annual Meetings of the Board of Directors shall be held as soon as practical following each anniversary of the Initial Board Meeting. The appointment of new Directors, if any, shall be completed at the Annual Meeting of the Board of Directors. Subject to Section 3.2.1.3, the seating of the Elected Director shall occur at the Annual Meeting of the Board of Directors.

3.4.5 Special Meetings. Special Meetings of the Board of Directors may be called by any one third (1/3) of the then current Board of Directors, or, if different, by the persons specifically authorized under this Charter or under law.

3.4.6 Notice of Meetings. The following provisions shall govern the giving of notice for meetings of the Board of Directors:

3.4.6.1 Annual Meetings. The Chairperson of the Alliance shall give at least thirty (30) days' prior notice to each Director.

3.4.6.2 Special Meetings. The Chairperson of the Alliance shall give at least fourteen (14) days' prior notice to each Director.

3.4.6.3 The primary means for the provision of notice shall be via electronic mail to the Directors at the electronic mail address as it appears on the records of the Alliance, provided that the Directors to be contacted shall acknowledge personal receipt of the electronic message by a return electronic message or telephone call within three (3) business days of the first notification. If notification is provided by airmail, such notice shall be deemed to be delivered after fourteen (14) days from the date deposited in the airmail addressed to the Directors at their respective address as it appears on the records of the Alliance, with postage prepaid. If notification is provided by express courier services and the like, such notice shall be deemed to be delivered after three (3) days from the date of deposit.

Personal notification may also include notification by telephone, facsimile, or other electronic means.

3.4.7 Quorum for Meetings. A quorum of the Board of Directors shall consist of seventy percent (70%) of the total number of Directors. In the absence of a continued quorum at any meeting of the Board of Directors already in progress, a majority of the Directors present may adjourn the meeting.

3.4.8 Board Action and Voting Thresholds. Except as otherwise provided in this Charter, every act or decision done or made upon a two-thirds (2/3) vote of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors. The following voting percentages shall be required for any motion, act or decision to be an action of the Board of Directors with respect to the following matters:

Matter to be Voted On	Number of Affirmative Votes Required
(a) General business matters	Two thirds (2/3) vote of the Directors present at a meeting duly held at which a Quorum is present.
(b) Changing or modifying this Charter, Anti-Trust Guidelines or Intellectual Property Rights Policy.	Unanimous consent of the Directors of all existing Promoters.
(c) Approval, adoption and/or release of specifications, including Approved Specifications, publications, tools, metrics, or other formal policy positions	Number of Directors currently serving on the Board of Directors, minus one (1).*
(d) Removal of a Director or Alternate Director	Unanimous consent of disinterested Directors.
(e) Revocation or Suspension of Participation Status	Unanimous consent of disinterested Directors.
(f) Determination of Membership Fees or any additional dues imposed on Participants	Number of Directors currently serving on the Board of Directors, minus one (1).*
(g) Election of Chairperson, Vice-Chairperson and Secretary	Plurality – (the person with the most votes wins).
(h) Modification of Duties of Chairperson, Vice-Chairperson and Secretary	Number of Directors currently serving on the Board of Directors, minus one (1).*
(i) Revision or modification of Participation Agreements	The number of Directors currently serving on the Board of Directors, minus one (1).*
(j) Admission of new Director from Promoter level Participants that do not already have a representative on the Board of Directors	Unanimous consent of Board of Directors until the second anniversary of the Initial Board Meeting. Thereafter, upon the vote of the number of Directors currently serving on the Board of

	Directors, minus one (1).*
(k) Admission of a new Adopter/Contributor	No vote required/allowed.
(l) Appointment/replacement of Specification Administrator	The number of Directors currently serving on the Board of Directors, minus one (1).*
(m) Approval of proposed Work Groups and any Work Group Procedures or Work Group Specific Procedures including whether to appoint or replace a Working Group Chair	The number of Directors currently serving on the Board of Directors, minus one (1).*
(n) Appointment/replacement of Working Group Chair and/or Vice-Chair each of which must be an employee of either a Promoter or Contributor level Participant.	Plurality-(the person with the most votes wins).

*Until such time as the number of Directors is greater than two (2), the threshold for all votes requiring “The number of Directors currently serving on the Board of Directors, minus one (1)” shall require unanimous vote of both Directors.

The term “number of Directors currently serving on the Board of Directors,” as used in this Charter, refers to the number of elected or appointed individuals serving as Directors at the time of determination, or any individual appointed by a Promoter or Contributor as an alternate for the Director. If an individual serving on the Board of Directors, whether a Director or an appointed alternate, is present at a meeting, but abstains from voting on a matter, for purposes of that vote, the “number of Directors currently serving on the Board of Directors,” shall not be reduced.

3.4.9 Conduct of Meetings. Meetings of the Board of Directors shall be presided over by the Chairperson of the Board of Directors, or in his or her absence, by an acting chairperson chosen by a majority of the Directors present at that meeting. The Secretary of the Alliance shall act as secretary of all meetings of the Board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting. To the extent permitted by applicable law, a Promoter’s or Contributor’s alternate representative to the Board of Directors may attend a Board of Directors’ meeting and vote in place of said absent Director should said Director be unavailable to attend such meetings. Should neither the Director or the designated alternate be available for said meeting, a Director may designate an alternate representative from the same Participant entity to attend a Board of Directors’ meeting and vote in place of said absent Director pursuant to a proxy signed by said Director. Meetings shall be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with or in conflict with this Charter, or with provisions of law. Where practical, Robert’s Rules of Order shall be used as a guide in the conduct of meetings.

3.4.10 Method of Meetings. Directors may participate in a regular or Special Meeting through use of teleconference, videoconference, or similar communications, so long as all people participating in such meeting can hear one another during such Meeting.

3.4.11 Merger of Alliance. Any decision to merge the Alliance with another entity, or to sell all

or substantially all of the assets of the Alliance to a third party or to otherwise effectuate a change in control of the Alliance (each one of the foregoing being referred to herein as a “Merger Transaction”) shall require Unanimous Vote of the Board of Directors and in such event the Board of Directors will amend this Charter to effectuate the Merger Transaction, including without limitation taking into account the terms in Section 9.4 (Non-transferability of Membership).

3.5 DESIGNATION OF OFFICERS.

The officers of the Alliance shall be a Chairperson, a Vice Chairperson, and a Secretary. Additional officer positions, their titles and their respective duties may be established by the required vote of the Board of Directors. With the exception of the Secretary and any other Board of Directors designated ‘outside’ officers, all officers shall be an employee or representative of a (i) Promoter or (ii) Affiliate of Promoter.

3.5.1 Chairperson. The Chairperson shall be selected by a plurality of the Board of Directors and the following responsibilities shall be designated to the Chair unless otherwise stated by the Board of Directors:

3.5.1.1 Calls and presides over Board of Directors’ meetings;

3.5.1.2 Oversees establishment of policies and procedures for the Alliance and leads activities according to such policies and procedures;

3.5.1.3 Recommends formation of Working Group(s) and any policies and procedures to be established within the Work Group(s);

3.5.1.4 Set goals and deadlines for the Alliance;

3.5.1.5 Generally: Be objective, entertain motions and strive for consensus, delegate necessary functions, ensure that all parties have opportunity to express their views, be knowledgeable in collaborative design processes and ensure that the processes and procedures are followed, prioritize work items to best serve the Alliance's goals;

3.5.1.6 Instructs Secretary to set meeting schedules;

3.5.1.7 Any other activities as delegated to the Chairperson by the Board of Directors.

3.5.2 Vice Chairperson. The Vice-Chairperson shall be selected by a plurality of the Board of Directors and shall engage in any duties assigned to him or her by the Chairperson and will take on the obligations and duties of the Chairperson in his or her absence.

3.5.3 Secretary. The Secretary of the Alliance shall coordinate all meetings thereof and shall designate any of its responsibilities to the Specification Administrator as allowed by the Board of Directors.

3.5.4 Election and Term of Office. The Chairperson, Vice Chairperson and Secretary shall be elected by plurality vote of the Board of Directors, at each Annual Meeting of the Board of Directors, and each shall hold office until he or she dies, resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

3.5.5 Removal and Resignation. The Board of Directors may remove any Chairperson, Vice Chairperson or Secretary from his or her elected office, either with or without cause, at

any time upon unanimous vote of the Board of Directors, minus one (1). A Chairperson, Vice Chairperson who is also an employee of a Participant shall automatically be removed if the employer of the officer terminates its participation in the Alliance or if officer's employment is terminated. A Chairperson, Vice Chairperson or Secretary may resign at any time by giving written notice to the Board of Directors. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.5.6 Compensation. With the exception of the Secretary, whose services may be provided pursuant to a consulting and services agreement between the Alliance and an outside contractor, the Chairperson and Vice Chairperson shall serve without compensation by the Alliance, unless the Board of Directors authorizes compensation by and through USR Alliance, LLC.

SECTION 4. ADMINISTRATION OF ALLIANCE

4.1 APPOINTMENT OF ADMINISTRATOR FOR ALLIANCE.

The operations of the Alliance shall be carried out by a Specification Administrator to be appointed by the Board of Directors. The initial Specification Administrator shall be USR Alliance, LLC. The Specification Administrator will serve at the behest of the Board of Directors and shall engage in the following activities, including but not be limited to:

- Coordination of Alliance meetings of Board of Directors and all Work Groups
- Maintaining any and all Specifications on appropriate media/websites/cloud storage
- Responding to Participants' inquiries and logging/presenting any requests from Participants for the Board of Directors
- Maintaining and administering Participant's Agreements including countersigning all Participant Agreements on behalf of the Alliance and collection of membership fees and maintaining a list of all Participants
- Marketing and promotion of the Alliance at the direction of the Board of Directors
- General administrative responsibilities for the Alliance including financial audits

4.1.1 Duties and Location. The Specification Administrator shall be responsible for day to day operations of the Alliance which include but are not limited to distributing copies of Participant Agreements to prospective companies, signing agreements on behalf of the Alliance, collecting and disbursing fees as established and agreed by the Board of Directors, keeping a list of all Participants, maintaining versions and a repository for all Alliance Specifications including Approved Specifications, Draft Specifications and Final Specifications, coordinating meetings of the Board of Directors, Work Groups and any special meetings of Participants as directed by the Board of Directors, marketing and promotion activities of the Alliance, budgetary matters of the Alliance, and any other activities as may be approved by the Board of Directors. The Specification Administrator shall be located in the United States. The Specification Administrator may engage a third party to perform any and all activities listed herein.

4.1.2 Replacement. Should USR Alliance, LLC or a subsequent Specification Administrator wish to resign as Specification Administrator, or if the Board of Directors desires to select a new Specification Administrator, the Board of Directors shall appoint a third party as the new Specification Administrator and the outgoing Specification Administrator shall provide the new Specification Administrator with all documents and files related to the Alliance in order to allow the new Specification Administrator to perform the functions as described above in Section 4.1.

4.1.3 Confidentiality. The Specification Administrator and any third party it engages to perform administration pursuant to Section 4.1 shall be required to use reasonable care to prevent business information that is provided by a Participant with respect to its activities in the Alliance from being accessed by a third-party that is not involved with the Alliance.

4.2 LITIGATION EXPENSES

All Participants and the Specification Administrator shall bear their own litigation expenses and no terms in this Charter or the respective Participant Agreements shall require or entitle any other Participant to indemnify or hold another Participant harmless from any actions arising out of any of their activities of the Alliance.

SECTION 5. ALLIANCE SECRETARY

The Board of Directors shall appoint a Secretary of the Alliance that shall coordinate with the Specification Administrator and/or designate the Specification Administrator to accomplish the following:

1. Certify and keep at the principal office of the Alliance the original, or a copy, of this Charter, and Exhibits to this Charter, any Amendments to this Charter or its Exhibits, all Participant Agreements, and all other agreements in connection with the purpose of the Alliance.
2. Keep at the principal office of the Alliance or at such other place as the Board of Directors may determine, a book of minutes of all meetings of the Directors, and of Participants, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof, including all ballots and proxies.
3. Be custodian of the records for the Alliance.

SECTION 6. ALLIANCE WORK GROUPS

6.1 ESTABLISHMENT OF WORK GROUPS

The Alliance shall have such Work Groups and sub-groups as may from time to time be designated upon vote of the Board of Directors (“**Work Groups**”). It is anticipated, for example, that the Board of Directors will designate one or more technical Work Group(s) and a

promotions/marketing Work Group or other Work Groups as required for the Alliance's core activities.

Meetings and actions of Work Groups shall be governed by, noticed, and held in accordance with written policies, procedures and manners of operation ("**Work Group Procedures**") to be adopted by the Board of Directors, and the Board of Directors from time to time may amend such Work Group Procedures.

6.2 MEETINGS AND ACTION OF WORK GROUPS

6.2.1 **Formation.** Any Promoter or Contributor may propose to the Board of Directors the establishment of one or more Work Groups to carry out the work of the Alliance. Such proposal shall include the proposed charter of such Work Group, and the Participants that initially desire to participate in such Work Group. The Board of Directors shall (i) approve or disapprove the formation of each Work Group, (ii) approve or disapprove this Charter of such Work Group and (iii) appoint the chair of such Work Group from among the Promoters or Contributors, which chair shall serve for a term of one (1) year after which time the Board of Directors must either replace or reappoint said chair. The Board of Directors shall provide timely notice of the formation and chairperson of each Work Group to all Promoters and Contributors as well as the then-current Work Group Procedures that will govern the actions of such Work Group. All output of Work Groups, including but not limited to Draft Specifications, and modifications thereto, shall be subject to review and approval of the Board of Directors in accordance with the Intellectual Property Rights Policy prior to publication or disclosure by the Alliance.

6.2.2 **Composition.** Subject to the approval of the Work Group chair and the Board of Directors, Promoter and Contributors may become a member in the Work Group. Any Promoter or Contributor in good standing is eligible to apply for membership in any Work Group; however, it is expected that the Promoter or Contributor company meet and maintain objective minimum requirements for membership in a Work Group. The Board of Directors may develop and publish guidelines that establish the objective minimum requirements as part of the general Work Group Procedures.

6.2.3 **Record of Activities.** The Work Group shall elect a secretary, if allowed by the Board of Directors, or other person to document and record the Work Group's activities.

6.2.4 **Meetings.** Work Groups shall hold regular meetings on a schedule as determined by such Work Group and approved by the Board of Directors. The noticing of meetings of the Work Group and the governance thereof shall be subject to the Work Group Procedures or Work Group Specific Procedures adopted by the Board of Directors. Where practical, *Robert's Rules of Order* shall be used as a guide in the conduct of meetings.

6.2.5 **Removal from Work Groups.** The then-current Work Group Procedures or Work Group Specific Procedures shall govern the removal of any member of a Work Group.

SECTION 7. MEMBERSHIP FEES

In order to remain in good standing, each Participant must tender its initial payment concurrent with its executed, respective Participant Agreement, and also within thirty (30) days of receipt of an annual

invoice for their respective Membership Fees based on their level of participation as set forth in Exhibit C hereto as may be amended from time to time by the Board of Directors. If any Participant is delinquent in the payment of dues, such Participant's rights shall be deemed suspended upon written notice from the Secretary until all delinquent dues are paid.

SECTION 8. AMENDMENT OF THIS CHARTER

Except where otherwise provided for in individual Sections herein, this Charter and any Exhibits, or any of them, shall only be altered, amended, or repealed, and a new Charter adopted per Section 3.4.8.

SECTION 9. PARTICIPANT CLASSIFICATIONS

9.1 PROMOTERS

9.1.1 The Alliance shall have Promoters. Promoters shall be admitted to participation in the Alliance and Work Groups upon execution of a Promoter Participation Agreement, affirmation of this Charter, the USR Alliance Antitrust Guidelines and the IPR Policy and payment of the applicable Membership Fees as specified herein and countersignature by Secretary on behalf of the Board of Directors.

9.1.2 Promoters shall be entitled to all rights and bound to all obligations generally afforded and imposed upon all Participants. In addition, Promoters shall be granted the specific additional rights stated in this Section 9.1 and shall be subject to the rights and obligations applicable to Promoters as provided in the IPR Policy.

9.1.3 Promoters shall be entitled to those benefits afforded to Contributors and Adopters, and in addition:

- a. The right, if approved by the Board of Directors pursuant to the required vote in Section 3.4.8, to appoint a Director to the Board of Directors, subject to the qualifications and restrictions set forth in Section 3.2.1;
- b. Eligibility to be appointed or elected by the Board of Directors as an officer of the Alliance;
- c. The right to be listed (with a hyperlink to the Promoter's web site) as a Promoter on the Alliance's web site;
- d. The right to be listed as a Participant and Promoter in all press releases of the Alliance;
- e. Access to the RAND guarantees of the IPR Policy.
- f. The right to participate in Work Groups; and

- g. The right to chair Work Groups (subject to Board of Director appointment pursuant to Section 3.4.8(n)).
- h. In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Promoters may be entitled. The precise benefits of each Participant class at any point in time shall be set forth on the Alliance website.

9.2 CONTRIBUTORS

9.2.1 The Alliance shall have Contributors. Applicants for Contributor applying for participation, shall be admitted to participation upon their affirmation of this Charter, the USR Alliance Antitrust Guidelines and the IPR Policy; the execution of a Contributor Participation Agreement; and payment of the applicable Membership Fees as specified herein.

9.2.2 All Contributors must execute a Contributor Participation Agreement and pay the fees called for thereon for Contributors. Once accepted, Contributors shall be entitled to all rights and bound to all obligations generally afforded and imposed upon all Participants. In addition, Contributors shall be granted the specific additional rights stated in this Section 9.2 and shall be subject to the rights and obligations applicable to Contributors as provided in the IPR Policy.

9.2.3 Among other benefits specifically afforded to Participants who remain in good standing, Contributors shall be entitled to those benefits afforded to Adopters, and in addition:

- a. Subject to Section 3.1 above, eligibility to nominate a representative for election to the Board of Directors of the Alliance as an Elected Director;
- b. The right to be listed (with a hyperlink to the Contributor's web site) as a Contributor on the Alliance's web site;
- c. The right to be listed as a Participant and Contributor in all press releases of the Alliance;
- d. Access to the RAND guarantees of the IPR Policy.
- e. The right to participate in Work Groups; and
- f. The right to chair Work Groups (subject to Board of Director appointment pursuant to Section 3.48(n)).
- g. In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Contributors may be entitled. The precise benefits of each Participant class at any point in time shall be set forth on the Alliance website.

9.3 ADOPTERS

9.3.1 The Alliance shall have Adopters. All Adopters must execute an Adopter Participation Agreement, affirm this Charter, the USR Alliance Antitrust Guidelines and the IPR Policy and pay the Membership Fees called for thereon for Adopters as set forth

herein. Once accepted, Adopters shall be entitled to all rights and bound to all obligations generally afforded and imposed upon all Participants. In addition, Adopters shall be granted the specific additional rights stated in this Section and shall be subject to applicable rights and obligations applicable to Adopters as provided in the IPR Policy.

9.3.2 Among other benefits specifically afforded to Participants who remain in good standing, Adopters shall be entitled to the following benefits:

- a. Access to Board of Directors' Approved Final Specifications and market requirements documents as may be approved by the Board of Directors;
- b. Subject to procedures as may be adopted by the Board of Directors, the right to use the Alliance's name and/or logo in connection with participant status; and
- c. Subject to procedures as may be adopted by the Board of Directors, access to Alliance activities for Participants, e.g. compliance workshops or "plugfests."
- d. Access to the RAND guarantees of the IPR Policy.
- e. In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Adopters may be entitled. The precise benefits of each Participant class at any point in time shall be set forth on the Alliance website.

9.4 NONTRANSFERABILITY OF MEMBERSHIP

9.4.1 No Participation Agreement may be assigned to third parties without the prior written consent of the Board of Directors, which decision shall be made by the Board of Directors, and any purported assignment without such written approval shall be null and void.

SECTION 10. PUBLICITY

The Board of Directors shall establish a policy with regards to all matters related to media, press release and/or public announcements ("**Press Policy**"). In general, no Participant may make a press or public announcement (including website listings) regarding its activities as a Participant of the Alliance which names the identities of any other Participant unless prior written consent is received from each Participant named in the press release or public announcement. The Alliance will maintain a listing of Participants on its website.

SECTION 11. DISCLOSURE OF INFORMATION

11.1 LIMITATIONS ON THE SCOPE OF DISCLOSED INFORMATION

The Participants acknowledge that they will not disclose or exchange information as part of the Alliance's activities among themselves unless such disclosure is necessary in order to achieve the lawful purposes of the Alliance. All information disclosed by a Participant as a part of participation in the Alliance's activities shall be deemed non-confidential except as may be agreed otherwise between the affected parties. The Alliance is in no way responsible for individual Participant's product or company information, nor is it responsible for holding any information confidential. Each Participant is responsible for all of its own information. It is the responsibility of the representatives of individual Participants to safeguard the confidentiality of any information that they choose to disclose to other members regarding their company or product development activities.

11.2 PUBLIC STATEMENTS.

Participants are not authorized to provide quotes or comments on behalf of the Alliance. Participants are required to comply with the content in the Press Policy.

11.3 NO NON-DISCLOSURE REQUIREMENT.

There will be no non-disclosure requirement imposed on Participants. An exception to this occurs if a subset of Participants mutually agrees to non-disclosure requirements that may be imposed for interoperability tests or other special circumstances. However, if the applicable Working Group(s) decides not to disclose information regarding work in progress in order to avoid confusion, the Participants therein may vote to keep the information Working Group-confidential, until the material is clearly presentable, as agreed upon pursuant to the policies and procedures as established by the Board of Directors. However, this does not affect the requirement for all Working Groups to regularly report on their progress and deliberations to the Board of Directors.

SECTION 12 TERMINATION OF PARTICIPATION

12.1 NOTICE OF WITHDRAWAL AND TERMINATION OF PARTICIPATION

A Participant may withdraw from the Alliance at any time by giving notice of their intent to withdraw to the Secretary, provided that such withdrawal under this Agreement shall not be utilized to avoid any obligations with respect to withdrawal under the Intellectual Property Rights Policy. The Participation Agreement of a Participant shall terminate upon withdrawal.

The Participation Agreement of a Participant shall terminate upon the occurrence of any of the following events:

- (1) Upon failure to initiate or renew a Participation Agreement by paying dues on or before their due date, such termination to be effective forty-five (45) days after written notification of delinquency is given personally or mailed to such Participant by the Secretary or a Director designated by the Board of Directors. A Participant may avoid such termination by paying the amount of delinquent dues within a forty-five (45) day period following the Participant's receipt of the written notification of delinquency.
- (2) Upon unanimous vote of all disinterested Directors when such Directors determine, after affording the Participant in question the right to be heard on the issue, that the

Participant has violated the policies, procedures and duties of participation herein, including the qualifications for participation in the Alliance.

(3) Upon a Participant's dissolution.

In the event that two (2) or more Participant organizations are merged or a Participant organization is acquired by another Participant organization, the resulting entity shall only have one (1) Participation Agreement and (1) vote in all Participant votes, as applicable, thereafter.

All rights of a Participant in the Alliance as herein provided shall cease on termination of a Participant Agreement. A Participant terminated from the Alliance shall not receive any refunds of dues already paid for the current dues period.

12.2 LAST TO WITHDRAW

The Alliance will conclude upon the withdrawal of the last Promoter to withdraw. Following the withdrawal of the last remaining Promoter, rights to all non-patent intellectual property (e.g. copyrights and trade secrets) necessary for the continued administration of the Approved Specification(s) shall be offered first to the Specification Administrator or its service provider and if the Specification Administrator or its service provider rejects the assignment of the offered intellectual property rights, such rights will be assigned to a reputable Participant of the last remaining Promoter's choice.

CERTIFICATE OF SECRETARY

I hereby certify:

That I am the duly appointed Secretary of the USR Alliance; and

The foregoing Charter comprising 17 pages, including this page, constitute the original Charter of the Alliance as duly adopted by the Board of Directors of said Alliance.

IN WITNESS WHEREOF, I have hereunder subscribed my name this 17 day of August 2017.

Name

Signature

Exhibit A

USR ALLIANCE Antitrust Guidelines

[Note: Participants in the formation of the USR ALLIANCE are expected to review and, as applicable, adhere to these guidelines.]

BACKGROUND

The USR Alliance (“**Alliance**”) intends to conduct its affairs in compliance with the antitrust laws of the United States and, as applicable, the antitrust laws of the states within the United States and the antitrust/competition laws of other countries (generally, “**Antitrust Laws**”). The Antitrust Laws are intended to preserve and promote free, fair and open competition. This competition benefits consumers and companies that are innovative and efficient.

Certain types of activities conducted by industry participants may be subject to scrutiny under antitrust laws as being anti-competitive and a violation of the Antitrust Laws can have serious consequences for the Alliance and for participating companies. In order to minimize exposure of the Alliance and its Participants to antitrust liability, the Alliance and each Promoter, Contributor, Adopter, or other participant (for purposes of this Antitrust Guideline, a “**Participant**”) agree to abide by the following guidelines when participating in connection with activities of the Alliance.

Prior to any and all meetings of the Alliance, or subgroups thereof, the Participants and any other attendees in that meeting should be reminded of their obligation to comply with these guidelines.

GUIDELINES

1. Neither the Alliance nor its Work Groups and activities shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, between and among competitors with regard to their prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices.
2. In connection with participation in the Alliance, there shall be no discussion, communication, agreement or disclosure among Participants that are actual or potential competitors, regarding their prices, discounts or terms or conditions of sale or licensing of products or services, pricing methods, profits, profit margins or cost data, production plans, market shares, sales territories or markets, allocation of territories or customers, or any limitation on the timing, cost or volume of their research, production or sales.
3. The Alliance and Participants, in connection with their participation in the Alliance, shall not attempt to prevent any person from gaining access to any market or customer for goods and services, or attempt to prevent any person from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market. (This paragraph is not intended to preclude the Alliance or a Participant from disclosing and asserting its intellectual property rights.)
4. The qualifications for participation in the Alliance are set forth in the documents of the

Alliance including this Charter and the respective Participant Agreements. No applicant for participation, who otherwise meets the qualifications set forth therein, shall be rejected for any anti-competitive purpose or for the purpose of denying such applicant the benefits of participation.

5. Each Participant in the Alliance is obligated and expected to exercise its independent business judgment in pricing its services or products, dealing with its customers and suppliers, and choosing the markets in which it will compete.
6. To the extent that the Alliance develops, administers or approves specifications, test procedures, or certification programs, a Participant's decision to accept or comply to or participate therein shall be voluntary on the part of Participants, and shall in no way be compelled or coerced by the Alliance. Adherence to Approved Final Specifications (as defined in the Intellectual Property Rights Policy) shall be voluntary on the part of the Participants of the Alliance. This guideline shall not, however, prevent the Alliance from adopting testing and certification programs and/or mandatory product compliance and robustness regimes for companies choosing to implement the specifications as well as logo and trademark usage requirements tied to adherence with the Alliance's specifications, test procedures or certifications programs.
7. Specifications which may be developed, administered, approved, or adopted by the Alliance, shall be based upon appropriate technical, business and consumer considerations, and shall not be based upon any effort or purpose to reduce or eliminate competition in the sale, supply and furnishing of products and services.
8. The Alliance may condition use of its trademark(s), and other intellectual property, on compliance with terms and conditions developed to regulate the use of and to protect such mark, and otherwise to maintain and enforce a compliance certification program in accordance with agreed terms and conditions and in conformity with the antitrust laws. Such terms and conditions may include a requirement of adherence with the Alliance's Approved Final Specifications, test procedures or certifications programs. The Alliance also reserves the right to take appropriate action against any person or entity which engages in false or misleading advertising regarding the use of or compliance with Approved Final Specifications, or test procedures of the Alliance or with the Alliance's certification program provided such a program is adopted.
9. During the course of the activities of or sponsored by the Alliance, Participants should refrain from disclosing information to any other Participant that is not reasonably related the legitimate purposes of such activities.
10. The Alliance and its Participants, in connection with their participation in the Alliance, shall not enter into any agreement or understanding among themselves to refrain, or to encourage others to refrain, from purchasing any raw materials, product, equipment, services or other supplies from any supplier or vendor or from dealing with any supplier or vendor.
11. Nothing in the Alliance's Charter, Intellectual Property Rights Policy or other document or policy shall be construed as restricting the right of any Participant of the Alliance to independently design, develop, acquire, manufacture, market, service or otherwise deal in,

directly or indirectly, competitive products or services independent of any items developed or delivered by Participants or the Alliance.

12. To the extent that it furthers the purposes of the Alliance, as set forth in this Charter and respective Participant Agreements, joint research and development by two or more of its Participants and/or representatives thereof shall be permissible, provided that such joint research and development for the Alliance shall be organized and conducted in a manner consistent with antitrust and other legal requirements, and in particular shall exclude the following activities:
 - a. the exchange of information among competitors relating to costs, sales, profitability, prices, marketing or distribution of any product, process, or service that is not reasonably required to conduct the research and development;
 - b. any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any Participant of the Alliance of any product, process or service, other than the production or marketing of proprietary information developed through such joint research and development, such as patents and trade secrets; and
 - c. any agreement or any other conduct restricting or requiring the sale, licensing or sharing of inventions or developments not developed through such joint research and development, or restricting or requiring participation by any Participant of the Alliance in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Participant of the Alliance, or representative thereof, or of the results of such joint research and development.
13. The Alliance and each Participant, in connection with the activities of the Alliance, shall use their best reasonable efforts to comply in all respects with the Antitrust Laws.
14. These Guidelines are conservative and intended to promote compliance with the Antitrust Laws, not to create duties or obligations beyond what the Antitrust Laws actually require. In the event of inconsistency between these Guidelines and the Antitrust Laws, the Antitrust Laws shall control.
15. These Guidelines shall be promulgated to all Participants in the Alliance. All Participants shall abide by these Guidelines.

Duly adopted by the Board of Directors of the USR Alliance on August 1, 2017.

EXHIBIT B

USR ALLIANCE INTELLECTUAL PROPERTY RIGHTS POLICY

SOURCES OF THE IPR POLICY

[NOTE: THIS INTRODUCTION IS NOT TO BE PUBLISHED WITH THE USR ALLIANCE IPR POLICY. THIS IS INFORMATIONAL ONLY.]

For purposes of familiarity in the industry and ease of review for Participants internally, this IPR Policy follows the guidelines as adopted by the IEEE-SA and has been modified for purposes of this Alliance as follows:

The Alliance's IPR Policy is derived based on the Q1 2015 version of the IEEE-SA Standards Board Bylaws, Section 6. See <https://standards.ieee.org/develop/policies/bylaws/approved-changes.pdf>

The following transformations have been applied:

- "IEEE-SA" replaced with "USR-Alliance"
- "IEEE Standard" replaced with "Approved Final Specification"
- "IEEE" replaced with "USR-Alliance"
- "these Bylaws and in the IEEE-SA Standards Board Operations Manual" replaced with "this Charter"
- "Standards Board" replaced with "Alliance Secretary"

The operational considerations associated with patents are found in Section 10 of this IPR Policy and are derived from section 6.3 of the December 2016 version of the IEEE-SA Standards Board Operations Manual. See http://standards.ieee.org/develop/policies/opman/sb_om.pdf; with the above transformations applied plus the change below:

- "PatCom Administrator" replaced with "Alliance Secretary"

The "Letter Of Assurance" form is derived from the IEEE-SA form. See <https://development.standards.ieee.org/myproject/Public/mytools/mob/loa.pdf>; with the above transformations plus the changes below:

- "Clause 6 of the IEEE-SA Standards Board Bylaws and Clause 6.3.5 of the IEEE-SA Standards Board Operations Manual" with "this Charter"
- "Clause 6 of the IEEE-SA Standards Board Bylaws" with "this Charter"

In Section 2. Patent Policy of this IPR Policy, Section 6.2 is modified as follows:

- "entity making" replaced with "entity that is a Participant of the USR Alliance or to the users of another designated specification from another consortium that has a signed enabling agreement with the USR Alliance making"
- "discrimination to make" replaced with "discrimination to USR Alliance Participants or to the users of another designated specification from another consortium that has a signed enabling agreement with the USR Alliance to make"

[END OF INFORMATIONAL NOTE/INTRODUCTION.]

I. USR ALLIANCE IPR POLICY

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SECTION 1. DEFINITIONS

Except as otherwise defined below, all capitalized terms shall have the meaning defined for them in this Charter of the USR Alliance. The following definitions shall apply to this Intellectual Property Rights Policy (“**IPR Policy**”):

- 1.1 “**Accepted Letter of Assurance**” and “**Accepted LOA**” shall mean a Letter of Assurance that the USR Alliance has determined is complete in all material respects and has posted to the USR Alliance web site.
- 1.2 “**Affiliate(s)**” means with respect to any person or entity, any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such person or entity.
- 1.3 “**Applicant**” shall mean any prospective licensee for Essential Patent Claims. “Applicant” shall include all of its Affiliates.
- 1.4 “**Approved Final Specification**” is a Final Specification that has been approved by the Board of Directors pursuant to the applicable approval requirements of the Charter for release and publication by the Alliance.
- 1.5 “**Blanket Letter of Assurance**” shall mean a Letter of Assurance that applies to all Essential Patent Claims for which a Submitter may currently or in the future (except as otherwise provided for in the Charter) have the ability to license.
- 1.6 “**Compliant Implementation**” shall mean any product (e.g., component, sub-assembly, or end-product) or service that conforms to any mandatory or optional portion of a normative clause of an Approved Final Specification.
- 1.7 “**Contribution**” and “**Contributed**” means a submission by a Participant proposing an addition to or modification of a Draft Specification or portion thereof, or an existing Approved Final Specification or portion thereof, provided that the submission is either (i) submitted in writing (including a writing in electronic medium) and clearly marked as a “Contribution” or (ii) stated orally, 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.
- 1.8 “**Draft Specification**” means a document in development or under consideration for adoption as an Approved Final Specification that has not been adopted or approved by the Alliance in accordance with this IPR Policy and that has not been approved for distribution by the Board of Directors to the Participants as a Final Specification.
- 1.9 “**Enabling Technology**” shall mean any technology that may be necessary to make or use any product or portion thereof that complies with the Approved Final Specification but is neither explicitly required by nor expressly set forth in the Approved Final Specification (e.g., semiconductor manufacturing technology, compiler technology, object-oriented technology, basic operating system technology, and the like).
- 1.10 “**Essential Patent Claim**” shall mean any Patent Claim the practice of which was necessary to implement either a mandatory or optional portion of a normative clause of the Approved Final Specification when, at the time of the Approved Final Specification’s approval, there was no commercially and technically feasible non-infringing alternative implementation method for such mandatory or optional portion of the normative clause. An Essential Patent Claim does not include any Patent Claim that was essential only for Enabling Technology or any claim other than that set forth above even if contained in the same patent as the Essential Patent Claim.
- 1.11 “**Final Specification**” means a document that has been submitted to the Board of Directors by a

Work Group for the Board's approval and for distribution to the Participants that may or may not become a Final Approved Specification.

- 1.12 **"Letter of Assurance"** and **"LOA"** shall mean a document, including any attachments, stating the Submitter's position regarding ownership, enforcement, or licensing of Essential Patent Claims for a specifically referenced Approved Final Specification, submitted in a form PDF format acceptable to the Alliance Secretary, a copy of the initial LOA of the Alliance is attached hereto as Exhibit B-1.
- 1.13 **"Patent Claim(s)"** shall mean one or more claims in issued patent(s) or pending patent application(s).
- 1.14 **"Prohibitive Order"** shall mean an interim or permanent injunction, exclusion order, or similar adjudicative directive that limits or prevents making, having made, using, selling, offering to sell, or importing a Compliant Implementation.
- 1.15 **"Reasonable and Good Faith Inquiry"** includes, but is not limited to, a Submitter using reasonable efforts to identify and contact those individuals who are from, employed by, or otherwise represent the Submitter and who are known to the Submitter to be current or past participants in the development process of the Draft or Final Specification identified in a Letter of Assurance, including, but not limited to, participation in a Working Group. If the Submitter did not or does not have any participants, then a Reasonable and Good Faith Inquiry may include, but is not limited to, the Submitter using reasonable efforts to contact individuals who are from, employed by, or represent the Submitter and who the Submitter believes are most likely to have knowledge about the technology covered by the Draft or Final Specifications.
- 1.16 **"Reasonable Rate"** shall mean appropriate compensation to the patent holder for the practice of an Essential Patent Claim excluding the value, if any, resulting from the inclusion of that Essential Patent Claim's technology in the Approved Final Specification. In addition, determination of such Reasonable Rates should include, but need not be limited to, the consideration of:
 - 1.16.1 The value that the functionality of the claimed invention or inventive feature within the Essential Patent Claim contributes to the value of the relevant functionality of the smallest saleable Compliant Implementation that practices the Essential Patent Claim.
 - 1.16.2 The value that the Essential Patent Claim contributes to the smallest saleable Compliant Implementation that practices that claim, in light of the value contributed by all Essential Patent Claims for the same Approved Final Specification practiced in that Compliant Implementation.
 - 1.16.3 Existing licenses covering use of the Essential Patent Claim, where such licenses were not obtained under the explicit or implicit threat of a Prohibitive Order, and where the circumstances and resulting licenses are otherwise sufficiently comparable to the circumstances of the contemplated license.
- 1.17 **"Reciprocal Licensing"** shall mean that the Submitter of an LOA has conditioned its granting of a license for its Essential Patent Claims upon the Applicant's agreement to grant a license to the Submitter with Reasonable Rates and other reasonable licensing terms and conditions to the Applicant's Essential Patent Claims, if any, for the referenced Approved Final Specification, including any amendments, corrigenda, editions, and revisions. If an LOA references an amendment or corrigendum, the scope of reciprocity includes the base Approved Final Specification and its amendments, corrigenda, editions, and revisions.
- 1.18 **"Statement of Encumbrance"** shall mean a specific reference to an Accepted LOA or a general statement in the transfer or assignment agreement that the Patent Claim(s) being transferred or assigned are subject to any encumbrances that may exist as of the effective date of such agreement. An Accepted LOA is an encumbrance.
- 1.19 **"Submitter"** shall mean an individual or an organization that provides a completed Letter of Assurance. A Submitter may or may not hold Essential Patent Claims. "Submitter" shall include all of its Affiliates unless specifically and permissibly excluded.

SECTION 2. PATENT POLICY

Draft or Final Specifications may be drafted in terms that include the use of Essential Patent Claims. If

the Alliance Secretary receives notice that a Draft Specification or Final Specification may require the use of a potential Essential Patent Claim, the Alliance Secretary shall request licensing assurance, on the Board of Directors approved Letter of Assurance form PDF format, from the patent holder or patent applicant. The Alliance shall request this assurance without coercion.

The Submitter of a Letter of Assurance may, after Reasonable and Good Faith Inquiry, indicate it is not aware of any Patent Claims that the Submitter may own, control, or have the ability to license that might be or become Essential Patent Claims. If the patent holder or patent applicant provides an LOA, it should do so as soon as reasonably feasible in the Specifications development process once the Working Group commences work on any applicable Draft Specification. This LOA should be provided prior to the Board of Directors' approval of the Final Specification. An asserted potential Essential Patent Claim for which licensing assurance cannot be obtained (e.g., an LOA is not provided or the LOA indicates that licensing assurance is not being provided) shall be referred to the Board of Directors or an established patent committee or Work Group.

The licensing assurance shall be either:

- a) A general disclaimer to the effect that the Submitter without conditions will not enforce any present or future Essential Patent Claims against any person or entity that is a Participant of the USR Alliance or against the users of another designated specification from another consortium that has a signed enabling agreement with the USR Alliance making, having made, using, selling, offering to sell, or importing any Compliant Implementation that practices the Essential Patent Claims for use in conforming with the Approved Final Specification; or,
- b) A statement that the Submitter will make available a license for Essential Patent Claims to an unrestricted number of Applicants on a worldwide basis without compensation or under Reasonable Rates, with other reasonable terms and conditions that are demonstrably free of any unfair discrimination to USR Alliance Participants or to the users of another designated specification from another consortium that has a signed enabling agreement with the USR Alliance to make, have made, use, sell, offer to sell, or import any Compliant Implementation that practices the Essential Patent Claims for use in conforming with the Approved Final Specification. An Accepted LOA that contains such a statement signifies that reasonable terms and conditions, including without compensation or under Reasonable Rates, are sufficient compensation for a license to use those Essential Patent Claims and precludes seeking, or seeking to enforce, a Prohibitive Order except as provided in this policy.

At its sole option, the Submitter may provide with its Letter of Assurance any of the following: (i) a not-to-exceed license fee or rate commitment, (ii) a sample license agreement, or (iii) one or more material licensing terms.

An Accepted Letter of Assurance shall apply to the Submitter, including its Affiliates. The Submitter, however, may specifically exclude certain Affiliates identified in the Letter of Assurance, except that a Submitter shall have no ability to exclude Affiliates if the Submitter has indicated Reciprocal Licensing on an Accepted Letter of Assurance.

The Submitter shall not condition a license on the Applicant's agreeing (a) to grant a license to any of the Applicant's Patent Claims that are not Essential Patent Claims for the referenced Approved Final Specification, or (b) to take a license for any of the Submitter's Patent Claims that are not Essential Patent Claims for the referenced Approved Final Specification.

On a Letter of Assurance, the Submitter may indicate a condition of Reciprocal Licensing. If an Applicant requires compensation under Reciprocal Licensing to its Essential Patent Claims, then a Submitter may

require compensation for its Essential Patent Claims from that Applicant even if the Submitter has otherwise indicated that it would make licenses available without compensation.

The Submitter and all Affiliates (other than those Affiliates excluded in a Letter of Assurance) shall not, with the intent of circumventing or negating any of the representations and commitments made in the Accepted Letter of Assurance, assign or otherwise transfer any rights in any Essential Patent Claims that they hold, control, or have the ability to license and for which licensing assurance was provided on the Accepted Letter of Assurance.

An Accepted Letter of Assurance is intended to be binding upon any and all assignees and transferees of any Essential Patent Claim covered by such LOA. The Submitter agrees (a) to provide notice of an Accepted Letter of Assurance either through a Statement of Encumbrance or by binding its assignee or transferee to the terms of such Letter of Assurance; and (b) to require its assignee or transferee to (i) agree to similarly provide such notice and (ii) to bind its assignees or transferees to agree to provide such notice as described in (a) and (b).

The Submitter and the Applicant should engage in good faith negotiations (if sought by either party) without unreasonable delay or may litigate or, with the parties' mutual agreement, arbitrate: over patent validity, enforceability, essentiality, or infringement; Reasonable Rates or other reasonable licensing terms and conditions; compensation for unpaid past royalties or a future royalty rate; any defenses or counterclaims; or any other related issues.

The Submitter of an Accepted LOA who has committed to make available a license for one or more Essential Patent Claims agrees that it shall neither seek nor seek to enforce a Prohibitive Order based on such Essential Patent Claim(s) in a jurisdiction unless the implementer fails to participate in, or to comply with the outcome of, an adjudication, including an affirming first-level appellate review, if sought by any party within applicable deadlines, in that jurisdiction by one or more courts that have the authority to: determine Reasonable Rates and other reasonable terms and conditions; adjudicate patent validity, enforceability, essentiality, and infringement; award monetary damages; and resolve any defenses and counterclaims. In jurisdictions where the failure to request a Prohibitive Order in a pleading waives the right to seek a Prohibitive Order at a later time, a Submitter may conditionally plead the right to seek a Prohibitive Order to preserve its right to do so later, if and when this policy's conditions for seeking, or seeking to enforce, a Prohibitive Order are met.

Nothing in this policy shall preclude a Submitter and an implementer from agreeing to arbitrate over patent validity, enforceability, essentiality, or infringement; Reasonable Rates or other reasonable licensing terms and conditions; compensation for unpaid past royalties or a future royalty rate; any defenses or counterclaims; reciprocal obligations; or any other issues that the parties choose to arbitrate.

Nothing in this policy shall preclude a licensor and licensee from voluntarily negotiating any license under terms mutually agreeable to both parties.

If a Submitter becomes aware of additional Patent Claim(s) that are not already covered by an Accepted Letter of Assurance, that are owned, controlled, or licensable by the Submitter, and that may be or become Essential Patent Claim(s) for the same Approved Final Specification, then such Submitter shall submit a Letter of Assurance stating its position regarding enforcement or licensing of such Patent Claims. For the purposes of this commitment, the Submitter is deemed to be aware if any of the following individuals who are from, employed by, or otherwise represent the Submitter have personal knowledge of additional potential Essential Patent Claims, owned or controlled by the Submitter, related to a Draft or Final Specification and not already the subject of a previously Accepted Letter of Assurance: (a) past or present participants in the development of the Draft or Final Specification, or (b) the individual executing

the previously Accepted Letter of Assurance.

A Letter of Assurance is irrevocable once submitted and accepted and shall apply, at a minimum, from the date of the Approved Final Specifications' approval to the date of the Approved Final Specification's transfer to inactive status.

Copies of an Accepted Letter of Assurance may be provided to participants in a Working Group meeting. Discussion of essentiality, interpretation, or validity of Patent Claims is prohibited during Working Group(s) meetings or other duly authorized development-technical activities. The Board of Directors or applicable Working Group(s) shall provide procedures stating when and the extent to which patent licensing terms may be discussed.

The Alliance is not responsible for

1. Identifying Essential Patent Claims for which a license may be required;
2. Determining the validity, essentiality, or interpretation of Patent Claims;
3. Determining whether any licensing terms or conditions provided in connection with submission of a Letter of Assurance, if any, or in any licensing agreements are reasonable or non-discriminatory; or,
4. Determining whether an implementation is a Compliant Implementation.

Nothing in this policy shall be interpreted as giving rise to a duty to conduct a patent search. No license is implied by the submission of a Letter of Assurance.

In order for the Alliance's Intellectual Property Policy's patent policy to function efficiently, individuals participating in the Specifications' development process: (a) shall inform the Alliance through the Secretary (or cause the Alliance to be informed) of the holder of any potential Essential Patent Claims of which they are personally aware and that are not already the subject of an Accepted Letter of Assurance, that are owned or controlled by the participant or the entity the participant is from, employed by, or otherwise represents; and (b) should inform the Alliance's Secretary (or cause the Alliance to be informed) of any other holders of potential Essential Patent Claims that are not already the subject of an Accepted Letter of Assurance.

SECTION 3. COPYRIGHT/SPECIFICATION ADMINISTRATOR

All contributions to Alliance's Specifications' development Work Group activities (whether for an individual or entity group) shall meet the requirements outlined in this clause.

"Public Domain" shall mean material that is no longer under copyright protection or did not meet the requirements for copyright protection.

"Published" shall mean material for which a claim of copyright is apparent (e.g., the presence of the copyright symbol ©; an explicit statement of copyright ownership or intellectual property rights; stated permission to use text; a text reference that indicates the insertion of text excerpted from a copyrighted work; or a visual indication of an excerpt from another work, such as indented text).

"Work Product" shall mean the compilation of or collective work of all Alliance Participants (e.g., a Draft Specification or Final Specification or the Final Approved Specification; draft Work Groups' white paper; Alliance's web site).

3.2 Policy

The Specification Administrator owns the copyright in all Work Product.

Participants are responsible for determining whether disclosure of any contributions that are submitted by its employees or representatives to the Alliance require the prior consent of third parties and, if so, to obtain it from such third-parties.

3.2.1 Contributions from previously Published sources

All contributions from previously Published sources that are not Public Domain shall be accompanied by an assurance of copyright permission in the form of a letter that is completed by the copyright owner, or by a person with the authority or right to grant copyright permission. The letter shall outline the specific material being used and the planned context for its usage in the Work Product.

3.2.2 Contributions not previously Published

For any contribution that has not been previously Published, and that is not Public Domain:

a) The Specification Administrator has the non-exclusive, irrevocable, royalty-free, worldwide rights (i.e., a license) to use the contribution in connection with the development of the Work Product for which the contribution was made.

b) Upon (i) approval of the Approved Final Specification; or (ii) final release or publication of a Work Product through Work Group(s)' activity, the Specification Administrator has the right to exploit and grant permission to use the Work Product's content derived from the contribution in any format or media without restriction.

SECTION 4. MODIFICATIONS TO THE ALLIANCE INTELLECTUAL PROPERTY RIGHTS POLICY

Proposed modifications to the Alliance's Intellectual Property Rights Policy may be submitted to the Board of Directors or designated subcommittee/Work Group for its consideration. Proposed modifications that have been agreed to by the designated subcommittee/Work Group shall be submitted to the Board of Directors for approval.

Modifications to the Intellectual Property Rights Policy and the reasons therefor shall be mailed to all members of the Board of Directors at least 30 days before the Annual Board meeting where the vote on these modifications shall be taken. The modifications shall be considered and voted on pursuant to the applicable threshold set forth in the Charter related to amendment/modification of the Alliance's Intellectual Property Rights Policy.

The Charter and this Intellectual Property Rights Policy shall be reviewed by legal counsel.

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 to non-Participants.

SECTION 6. NO OTHER LICENSE

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

SECTION 7. TRADEMARKS

In the event that the Alliance proposes to adopt any other name or logo as a trademark or trade name

(collectively “**Trademarks**”), the Alliance shall notify the Participants in writing of the proposal. The Alliance 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 Alliance. 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 8. RIGHT TO MAKE VOLUNTARY DISCLOSURES

Nothing in this IPR Policy shall be construed as prohibiting the Participants from voluntarily disclosing the presence of patents of the Participants that may be found in Draft Specifications or Final Specifications or Approved Final Specifications of the Alliance. Such disclosure shall not, however, be deemed as a waiver of a Participant’s rights set forth above.

SECTION 9. 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 10. LETTERS OF ASSURANCE NOTIFICATION

Letters of Assurance are to be e-mailed, faxed, or mailed to the USR Alliance (to the attention of the Alliance Secretary). The Secretary shall accept each Letter of Assurance that is complete and is received from an individual within the issuing organization whose title suggests authority for intellectual property and legal matters. The Secretary’s duties with regard to LOAs shall be purely ministerial (i.e. without regard to or exercise of the Secretary’s discretion regarding the content of the LOAs received). For each Accepted LOA, the Secretary shall record the date on the signed LOA and the date upon which the Alliance accepted such. The Working Group Chair or the Chair’s delegate of an Alliance Working Group shall request a LOA from Affiliates specifically excluded on an Accepted LOA.

CERTIFICATE OF SECRETARY

I hereby certify:

That I am the duly appointed Secretary of the USR Alliance and USR Alliance, LLC, a California LLC; and

The foregoing Intellectual Property Rights Policy, comprising six (6) pages, including this page, but not including the LOA letter attached hereto as Exhibit B-1, constitute the duly adopted Intellectual Property Rights Policy of the USR Alliance as duly adopted by the Board of Directors of the USR Alliance, effective August 1, 2017.

IN WITNESS WHEREOF, I have hereunder subscribed my name this ____ day of _____, 2017.

Name

Signature

EXHIBIT B-1

LETTER OF ASSURANCE FOR ESSENTIAL PATENT CLAIMS

Please return via mail, e-mail (as a PDF), or fax:

Specification Administrator, USR Alliance, LLC

Attn: Alliance Secretary

FAX (insert) e-mail: (insert)

No license is implied by submission of this Letter of Assurance

Capitalized terms not otherwise defined herein shall have the meaning as set forth in the USR Alliance IPR Policy.

A. SUBMITTER: |

Legal Name: (“Submitter”)

B. SUBMITTER’S CONTACT INFORMATION:

Contact Name/Title:

Department:

Address:

Telephone:

Fax:

E-mail:

URL:

Note: The USR Alliance does not endorse the content, or confirm the accuracy or consistency of any contact information or web site listed above.

C. USR Alliance SPECIFICATION OR PROJECT (e.g., AMENDMENT, CORRIGENDA, OR REVISION):

In accordance with the USR Alliance Charter, this licensing position is limited to the following:

Specification/Project Number:

Title:

D. SUBMITTER'S POSITION REGARDING LICENSING OF ESSENTIAL PATENT CLAIMS:

In accordance with the USR Alliance Charter, the Submitter hereby declares the following (***Check box 1 or box 2 below***):

Note: Nothing in this Letter of Assurance shall be interpreted as giving rise to a duty to conduct a patent search. The USR Alliance takes no position with respect to the validity or essentiality of Patent Claims, determining whether

an implementation is a Compliant Implementation or the reasonableness of rates, terms, and conditions provided in connection with submission of a Letter of Assurance, if any, or in any license agreements offered by the Submitter. To the extent there are inconsistencies between the Letter of Assurance Form and any sample licenses, material licensing terms, or not to exceed rates provided in connection with 1.a or 1.b below, the terms of USR Alliance Charter and this Letter of Assurance Form shall control.

1. The Submitter may own, control, or have the ability to license Patent Claims that might be or become Essential Patent Claims. With respect to such Essential Patent Claims, the Submitter's licensing position is as follows (**must check a, b, c, or d and any applicable subordinate boxes**):

a. The Submitter will make available a license for Essential Patent Claims without compensation to an unrestricted number of Applicants on a worldwide basis with other reasonable terms and conditions that are demonstrably free of unfair discrimination to USR Alliance Participants or to the users of another designated specification from another consortium that has a signed enabling agreement with the USR Alliance to make, have made, use, sell, offer to sell, or import any Compliant Implementation that practices the Essential Patent Claims for use in conforming with the USR Alliance Specifications identified in part C.

(Optional) A sample of such a license (or material licensing terms) that is substantially similar to what the Submitter would offer is attached.

(Optional) Such a license will include a Reciprocal Licensing requirement.

b. The Submitter will make available a license for Essential Patent Claims under Reasonable Rates to an unrestricted number of Applicants on a worldwide basis with other reasonable terms and conditions that are demonstrably free of unfair discrimination to USR Alliance Participants or to the users of another designated specification from another consortium that has a signed enabling agreement with the USR Alliance to make, have made, use, sell, offer to sell, or import any Compliant Implementation that practices the Essential Patent Claims for use in conforming with the USR Alliance Specification(s) identified in part C.

(Optional) These reasonable rates will not exceed _____ (e.g., percent of unit price, flat fee, per unit).

(Optional) A sample of such a license (or material licensing terms) that is substantially similar to what the Submitter would offer is attached.

(Optional) Such a license will include a Reciprocal Licensing requirement.

c. The Submitter without conditions will not enforce any present or future Essential Patent Claims against any person or entity making, having made, using, selling, offering to sell, or importing any Compliant Implementation that practices the Essential Patent Claims for use in conforming with the USR Alliance Specifications identified in part C.

d. The Submitter is unwilling or unable to grant licenses according to the provisions of either a or b

above or to agree that it will not enforce its Essential Patent Claims as described in c above.

2. After a Reasonable and Good Faith Inquiry, the Submitter is not aware of any Patent Claims that the Submitter may own, control, or have the ability to license that might be or become Essential Patent Claims.

E. SCOPE OF ASSURANCE:

Note: The Submitter must complete this section if box 1 in part D above is checked.

The Submitter may, but is not required to, identify one or more of its Patent Claims that it believes might be or become Essential Patent Claims. ***(Submitter must check box 1 or box 2 below)***

1. When checked, this Letter of Assurance only applies to the Patent Claims identified below that are or become Essential Patent Claims. (If no Patent Claim is identified below, then this Letter of Assurance applies to all Essential Patent Claims supported by the disclosure in the patent or patent applications listed below.)

Patent/Application/Docket Number:

Description/Title (optional):

Claim (optional):

Patent/Application/Docket Number:

Description/Title (optional):

Claim (optional):

Patent/Application/Docket Number:

Description/Title (optional):

Claim (optional):

For additional patents, use additional pages as necessary.

2. When checked, this Letter of Assurance is a Blanket Letter of Assurance. As such, all Essential Patent Claims that the Submitter may currently or in the future have the ability to license shall be available under the terms as indicated in part D.1; however, a Blanket Assurance shall not supersede any pre-existing or simultaneously submitted specific assurance identifying potential Essential Patent Claims.

F. APPLICATION TO AFFILIATES:

With respect to any Essential Patent Claims that an Affiliate has the ability to license, the Submitter agrees that (i) the licensing positions described in parts C and D apply to any Essential Patent Claims within the scope of the

assurance described in part E; and (ii) the terms of this assurance are binding on each such Affiliate; provided, however, that such representations and commitments shall not apply to Affiliates identified below:

Organization's Name

Organization's Name

Address

Address

Contact person

Contact person

Affiliates may not be excluded if the Reciprocal Licensing box is checked in part D.1.a or D.1.b. For additional Affiliates, use additional pages as necessary.

G. SIGNATURE:

By signing this Letter of Assurance, you represent that you have the authority to bind the Submitter and all Affiliates (other than those Affiliates permissibly excluded above) to the representations and commitments provided in this LOA and acknowledge that users and implementers of the USR Alliance Approved Final Specification(s) identified in part C are relying or will rely upon and may seek enforcement of the terms of this LOA. The Submitter and all Affiliates (other than those Affiliates permissibly excluded above) agree not to sell or otherwise transfer any rights in any Essential Patent Claims that they hold, control, or have the ability to license with the intent of circumventing or negating any of the representations and commitments made in this LOA.

The Submitter agrees (a) to provide notice of an Accepted Letter of Assurance either through a Statement of Encumbrance or by binding its assignee or transferee to the terms of such Letter of Assurance; and (b) to require its assignee or transferee to (i) agree to similarly provide such notice and (ii) to bind its assignees or transferees to agree to provide such notice as described in (a) and (b).

If D.1.a or D.1.b is checked, the Submitter shall not condition a license on the Applicant's agreeing (a) to grant a license to any of the Applicant's Patent Claims that are not Essential Patent Claims for the USR Alliance Approved Final Specification(s) identified in part C, or (b) to take a license for any of the Submitter's Patent Claims that are not Essential Patent Claims for the USR Alliance Approved Final Specification identified in part C.

If, as described in the USR Alliance Intellectual Property Policy, the Submitter becomes aware of additional Patent Claims not already covered by an Accepted Letter of Assurance that are owned, controlled, or licensable by the Submitter and that may be or become Essential Patent Claims with respect to the USR Alliance Approved Final Specification(s) identified in part C, the Submitter agrees to submit a Letter of Assurance stating its position regarding enforcement or licensing of such Patent Claims.

Print name of authorized person:

Title of authorized person:

Signature of authorized person:

Date:

Address:

Phone:

E-mail:

Note that this assurance applies, at a minimum, from the date of the Specification's approval to the date of the Specification(s)' transfer to a non-active status Specification and is irrevocable upon acceptance by the USR Alliance.

The USR Alliance IPR Policy and the procedures used to execute that policy are documented in the USR Alliance Charter. The terms and definitions set forth in the USR Alliance IPR Policy, USR Alliance Charter in effect as of the date of this Letter of Assurance are incorporated herein.

Exhibit C
MEMBERSHIP FEES
[As of August 1, 2017]

Participant Level	Annual Membership Fee
Promoter	\$20,000 USD
Contributor	\$10,000 USD
Adopter	\$5,000 USD \$1,000 USD* *If Adopter annual revenue <\$10million