

EXHIBIT C TO MEMBERSHIP AGREEMENTS

uCIFI ALLIANCE INC. INTELLECTUAL PROPERTY RIGHTS POLICY

SOURCES OF THE IPR POLICY

[NOTE: THIS INTRODUCTION IS NOT TO BE PUBLISHED WITH THE uCIFI ALLIANCE IPR POLICY.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

For purposes of familiarity in the industry and ease of review for Members 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 "uCIFI-Alliance"
- "IEEE Standard" replaced with "Approved Final Specification"
- "IEEE" replaced with "uCIFI-Alliance"
- "these Bylaws and in the IEEE-SA Standards Board Operations Manual" replaced with "the Bylaws of ucIFI Alliance, Inc."
- "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 "the Bylaws"
- "Clause 6 of the IEEE-SA Standards Board Bylaws" with "the Bylaws"

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

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

[END OF INFORMATIONAL NOTE/INTRODUCTION.]

I. uCIFI 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 the Bylaws of the uCIFI 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 uCIFI Alliance has determined is complete in all material respects and has posted to the uCIFI 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 this IPR Policy 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 Bylaws) 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 Member 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 Member, provided that the minutes are promptly provided to the individual representing the submitting Member, unless the submitting Member 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 Members 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 Members 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 Members 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 members, 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 Member of the uCIFI Alliance or to the users of another designated specification from another consortium that has a signed enabling agreement with the uCIFI 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 uCIFI Alliance Members or to the users of another designated specification from another consortium that has a signed enabling agreement with the uCIFI 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 members 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 members 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 member or the entity the member 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

The Secretary of the Alliance will act as Copyright/Specification administrator and post the appropriate administrative approvals and requirement as necessary for use of the trademarks and specifications of the Alliance.

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 Bylaws related to amendment/modification of the Alliance's Intellectual Property Rights Policy.

The Bylaws 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 Member or its Affiliate to grant or withhold any license or sublicense of an individual Member's patents to non-Members.

SECTION 6. NO OTHER LICENSE

The Members agree that no license, immunity or other right is granted under this Intellectual Property Rights Policy by any Member or its Affiliates to any other Members 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 Members 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 Members.

SECTION 8. RIGHT TO MAKE VOLUNTARY DISCLOSURES

Nothing in this IPR Policy shall be construed as prohibiting the Members from voluntarily disclosing the presence of patents of the Members 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 Member's rights set forth above.

SECTION 9. OBLIGATION OF GOOD FAITH

The Members 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 uCIFI 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.

[Certification Page to Follow]

CERTIFICATE OF SECRETARY

I hereby certify:

That I am the duly appointed Secretary of the uCIFI Alliance, Inc., a California non-profit corporation;
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 uCIFI Alliance, Inc. as duly adopted by the Board of Directors of the uCIFI Alliance, Inc. effective July 13, 2018.

IN WITNESS WHEREOF, I have hereunder subscribed my name this 13th day of July,
2018.

Name

Signature