

# WIRELESS POWER CONSORTIUM, INC.

## TRADEMARK LICENSE POLICY

This is the Trademark License Policy (“**License**”) of the Wireless Power Consortium, Inc. (“**WPC**”) as referred to in WPC’s Membership Agreement. This License describes the permissible uses of certain WPC trademarks.

### 1 Definitions

- 1.1 “**E-label**” means an electronic display accessible through a product that includes labelling and regulatory information for the product, in place of affixed physical labels.
- 1.2 “**Excluded End Products**” means automobiles, airplanes, public transportation vehicles, and trains containing a Certified Subsystem that was embedded in accordance with the instructions of the supplier, but for which the Certified Product Identifier of the Certified Subsystem cannot be inspected by customers or end users without risking damage to the product.
- 1.3 “**Logo Display Guidelines**” means the documents specifying the rules for the correct display of each WPC Logo as set forth on WPC’s website (and any revisions thereof as adopted from time to time by WPC).
- 1.4 “**Member**” means a WPC member in good standing.
- 1.5 “**Product Identifying Properties**” means a collection of identifiers, including brand name and manufacturer part number, that together uniquely identify a Product.
- 1.6 “**Licensed Product**” means a Certified Product for which Product Identifying Properties and picture of the product match a publicly visible entry in a Certified Product Database.
- 1.7 “**Certified Product Identifier**” means a Certified Product’s (i) Product Identifying Properties or (ii) identification number assigned by WPC, as reflected in the Certified Product Database.
- 1.8 “**Licensed Subsystem**” means a PTx Subsystem that is a Licensed Product.
- 1.9 “**Licensed X-1 Charger**” means a Licensed Product that includes multiple locations that transmit a wireless power charging signal, at least one of which is a Power Transmitter.
- 1.10 “**WPC Logo**” means a logo depicted in the Logo Display Guidelines and referred to in an associated Certified Product Database.
- 1.11 “**WPC Specifications**” means the specifications published by WPC, available on WPC’s website, as may be updated from time to time.
- 1.12 “**WPC Trademark**” means the WPC Logos and other trademarks set forth on the trademark list on WPC’s website (as may be updated from time to time by WPC).

The following defined terms used in this License have the meaning set forth in the Product Certification Process Document: “**Certification**”, “**Certified**”, “**Certified Product Database**”, “**Power Transmitter**”, “**Product**”, “**PTx Subsystem**”.

The following defined term used in this License has the meaning set forth in the WPC Bylaws: “**Affiliated Entity**”.

## 2 Trademark License

- 2.1 WPC grants to each of its Members a non-exclusive, non-transferable, non-sublicensable (except as set forth in Section 2.2) worldwide license to use the applicable WPC Logo on such Member’s (a) Licensed Products and (b) Licensed Product packaging materials, advertising and other sales and marketing materials, subject to the terms of this License.
- 2.2 Notwithstanding Section 2.1, a Member may grant a sublicense of its license rights under Section 2.1 to the Member’s subcontractors to the extent reasonably necessary to have the Member’s Licensed Products and associated packaging made or shipped on behalf of, and for the benefit of, such Member. Any such sublicense must be in writing and subject to the terms of this License (except that the sublicensee shall not have the right to sublicense its rights). Members will provide WPC with a copy of such sublicense(s) on request. Each sublicense will terminate automatically upon termination or expiration of the corresponding license rights granted to the applicable Member under this License. The sublicensing Member is responsible for any breaches of this License caused by any of its sublicensee(s) arising from such sublicensee(s) performance on behalf of Member; and an act or omission of the sublicensee acting on behalf of a Member that would be a material breach if performed by such Member will be deemed to be a material breach of this License by such Member.
- 2.3 Members must include the Certified Product Identifier on (i) all Licensed Products that carry a WPC Logo or that otherwise indicate that they are certified to a WPC Specification or (ii) on all such Licensed Products’ E-labels or retail packaging. The Product Identifying Properties provided for a Licensed Product that carries a WPC Logo must match the corresponding information for that Licensed Product in the applicable Certified Product Database. Any products which do not match exactly with the corresponding Product Identifying Properties or product picture in the Certified Product Database are not Licensed Products and may not carry a WPC Logo.
- 2.4 WPC will not assert its trademark rights to any WPC Logos against non-Members that use the applicable WPC Logo on products that contain a Licensed PTx Subsystem, provided that (i) the Licensed PTx Subsystem is embedded in the product in accordance with instructions of the supplier and (ii) the Certified Product Identifier of the Licensed PTx Subsystem is visible to customers of the final product without requiring destructive disassembly of the product, except with respect to Excluded End Products, where the Certified Product Identifier of the Licensed PTx Subsystem may not be visible.
- 2.5 WPC will not assert its trademark rights to any WPC Logos used in connection with internal product preparation for a Member’s products within such Member’s control, provided (i) the products are not publicly available and (ii) Member intends in good faith to certify the product through WPC’s Certification Process.
- 2.6 For any Licensed X-in-1 Chargers, Members must comply with the applicable WPC Logo display requirements set forth in the Logo Display Guidelines. Any charging portions of the product that may enable wireless charging through non-WPC technology are prohibited from being marked with a WPC Logo.

- 2.7 Members' use of WPC Logos must comply with the Logo Display Guidelines, as may be updated from time to time by WPC.
- 2.8 Members may refer to their Licensed Products as being certified with respect to the appropriate WPC Specification (e.g., "Qi-certified"), but except as explicitly set forth in the license grants above or as otherwise permitted by applicable law, Members have no right to use any of WPC's trademarks, including the names of any WPC Specifications, in any trademarks, domain names or product names (or related marketing efforts), whether or not the related products are Licensed Products.
- 2.9 No Member may attempt to register any WPC Trademark (including any WPC Logo or the name of any WPC Specification), or any mark substantially similar to, or that features, a WPC Trademark, as a trademark, service mark, certification mark, trade name, or domain name in any jurisdiction and or give permission to any third party to do so in connection with any products, services or in any other manner that relates to WPC activities and business, including any wireless power transmission or supply products or services.
- 2.10 Except for the rights expressly provided under this License (a) no Member will acquire any right, title, or goodwill to a WPC Logo or other WPC Trademark as a result of this License, and all such right, title, and goodwill will accrue to WPC and (b) this License does not grant to any party, by implication, estoppel, or otherwise, any right under any patent, trademark, copyright or any other intellectual property right.

### 3 Fees

- 3.1 WPC reserves the right, upon a decision of its Board of Directors, to establish a license fee as consideration for the use of WPC Logos as set forth in this License, provided such license fee will not apply to any Licensed Products in existence or for which a Member has submitted an application for Certification prior to the implementation of the fee.

### 4 Quality Control

- 4.1 Members acknowledge and agree that compliance with the requirements for using the WPC Logos is essential for delivering the promise that products with each WPC Logo are interoperable and compliant with the safety features of the applicable WPC Specification. WPC may, at its own expense, procure samples of a Member's products carrying the WPC Logo (each a "Sample").
- 4.2 If for any such Sample (i) the WPC Logo is not applied correctly, (ii) WPC identifies any other violation of this License (including any requirements set forth in the WPC Logo Display Guidelines), or (iii) the Certified Product Identifier does not match exactly with an entry in the Certified Product Database, WPC may issue a logo non-compliance notice to the Member. The Member will have the time specified in the notice (at least 90 days) from the issuance of such a notice to fix the issue(s) identified and cease the distribution and sales of the logo non-compliant product.
- 4.3 Nothing in this section will limit WPC's right to establish and enforce market inspection policies and procedures, which can result in the removal of products from Certified Product Databases

and other penalties that WPC may determine applicable in its discretion. In the event a product is removed from a Certified Product Database, the license to use the associated WPC Logo in connection with that product will terminate immediately, as set forth in Section 7.3 below.

## 5 Changes

- 5.1 WPC may change this License, the WPC Logo(s), or the WPC Logo Display Guidelines at any time in accordance with its internal procedures. WPC will inform its Members of such updates by written notice, as set forth in WPC's Membership Agreement.
- 5.2 Members will comply with all changes to this License, the WPC Logo(s) and the WPC Logo Display Guidelines, provided that WPC will allow Member to continue use of the relevant WPC Logo(s) in accordance with the previous version of the WPC Logo Display Guidelines for the period specified in the applicable notice (at least 180 days after notifying Members of the changes). After expiration of the applicable grace period, Member shall not be required to recall non-compliant products that are not in Member's or its suppliers' control and possession.

## 6 Remedies

- 6.1 Members acknowledge and agree that, due to the potential for lasting effect and harm that could result from a material breach of this License, if a Member commits a material breach of its obligations hereunder, monetary damages alone may not be a sufficient remedy. Accordingly, WPC will have the right to seek an injunction to halt any material breach, without prejudicing its right to terminate the rights granted under this License for reason of such material breach. The rights to seek injunctive relief and terminate this License are cumulative and not exclusive of any other rights that might be available to WPC under this License or at law.
- 6.2 Members acknowledge that WPC may take action to stop the distribution or sale by Members' customers of products carrying a WPC Logo but not licensed to carry a WPC Logo.
- 6.3 Members acknowledge that WPC may publish, on its website and/or other publications, the brand name and type number of any product that carries a WPC Logo but is not licensed to carry such WPC Logo.

## 7 Termination

- 7.1 WPC may terminate the license(s) granted to a Member in this License in the event of a material breach of this License by such Member, that is not cured within thirty (30) days of written notice by WPC of such breach. WPC's right of termination is not exclusive of any other remedy or means of redress to which WPC may be lawfully entitled, and all such remedies will be cumulative.
- 7.2 WPC may terminate the license(s) granted in this License if Member challenges the validity or enforceability of any WPC Logo.
- 7.3 The licenses granted through this License will terminate with immediate effect with respect to a product if the associated Product or PTx Subsystem is removed from the Certified Product

Database and is no longer considered a Licensed Product in accordance with the applicable policy, or with respect to all products of a Member and its Affiliated Entities if that Member is suspended or ceases to be a Member of WPC. Upon termination of the licenses granted in this License, the Member (and any Member sublicensees) will have no right to use any WPC Logo and must cease selling, distributing, marketing, and promoting any products carrying a WPC Logo.

## 8 Limitation of Liability & Indemnification

8.1 WPC makes no warranties, express or implied, regarding the License or the WPC Logos. In no event will WPC or a Member be liable to each other for any loss of profits, incidental, consequential, indirect, or special damages arising out of, or related to, this License, even when such party had advance notice of the possibility of such damages. The aggregate liability of WPC or any Member in a given year in connection with or arising out of this License will not exceed the annual membership fee paid by the Member to WPC in such given year, except to the extent related to the indemnification obligations set forth below arising from a Member's gross negligence, willful misconduct, or knowing disregard of WPC written policies, procedures, or instructions.

8.2 Member agrees to indemnify, defend, and hold harmless WPC and its officers, directors, employees, and agents for, from, and against any and all claims, demands, losses, liabilities, fines, sanctions, judgments, awards, costs, and expenses (including reasonable attorneys' fees and costs) incurred by WPC through a claim or allegation arising out of or relating to: (i) the inaccuracy or violation of any of Member's representations, warranties, undertakings, covenants, and/or conditions contained in this License; (ii) Member's use of the WPC Logo except as explicitly licensed in this License; or (iii) Member's marketing, advertising, promotion, endorsement, sale, or distribution of products or services that are Licensed Products, that carry or refer to a WPC trademark or WPC Specification, or otherwise relate to WPC; provided, however, that in no case will Member be required to indemnify WPC regarding a claim or allegation (x) that the WPC Logo is invalid or that it infringes or misappropriates any third party trademark, patent, or other intellectual property rights, so long as Member uses the WPC Logo in strict accordance with this License and the Logo Display Guidelines or (y) arising from Member's implementation of a WPC Specification in accordance with WPC instructions. Member will not enter into any settlement or make any admission or statement in connection with this License or related disputes that is disparaging of WPC or that requires any obligation, financial or otherwise, of WPC, without WPC's prior written consent, which consent shall not be unreasonable withheld.

## 9 Affiliated Entities

9.1 Any Affiliated Entity of a Member has all of the rights of a Member under this License, for as long as the applicable Member remains a Member in good standing with WPC. All the terms set forth in this License will apply to the Affiliated Entity. If an entity ceases to be an Affiliated Entity of a Member, or the Member associated with such entity ceases to be a WPC member in good standing, such entity's rights under this License will terminate immediately. A Member will be responsible and liable for the actions of any Affiliated Entity in connection with this License.