UNITED STATES INTERNATIONAL TRADE COMMISSION Washington, DC

In the Matter of

CERTAIN MOBILE ELECTRONIC DEVICES AND RADIO FREQUENCY AND PROCESSING COMPONENTS THEREOF (II)

Investigation No. 337-TA-1093

JOINT MOTION TO SUPPLEMENT THE PARTIES' AMENDED JOINT MOTION TO TERMINATE THE INVESTIGATION PURSUANT TO SETTLEMENT AGREEMENT (MOT. NO. 1093-049C)

Pursuant to 19 C.F.R. § 210.21(b), Complainant Qualcomm Inc. ("Qualcomm") and Respondent Apple, Inc. ("Apple") hereby submit this joint supplement to their amended joint motion to terminate this Investigation based on the Settlement and Release Agreement. The Office of Unfair Import Investigations has indicated that it will take a position on the motion to supplement the amended joint motion to terminate after it is filed.

I. SUPPLEMENTAL SUBMISSION OF OTHER AGREEMENTS AND ACCOMPANYING PUBLIC VERSIONS

An investigation may be terminated as to one or more respondents based on a licensing or other settlement agreement. 19 C.F.R. §210.21(b). If an investigation is terminated based on a settlement agreement, the Rule requires that "[t]he motion for termination by settlement shall contain copies of the licensing or other settlement agreements," specifically, "any supplemental agreements, any documents referenced in the motion or attached agreements, and a statement that there are no other agreements, written or oral, express or implied between the parties concerning the subject matter of the investigation." *Id*.

Qualcomm and Apple executed a Settlement and Release Agreement in order to terminate this Investigation, as well as to resolve other pending legal disputes. Specifically, pursuant to the

Settlement and Release Agreement (Amended Jt. Mot. Ex. 1), Qualcomm and Apple have agreed to terms settling the dispute that forms the subject matter of this Investigation. For the reasons set forth in the Amended Joint Motion to Terminate, Qualcomm and Apple also included the Global Patent License Agreement and Letter Agreement (Amended Jt. Mot. Exs. 2 and 3). Finally, there are Other Agreements¹ between Qualcomm and Apple referenced in Exhibit 1 to the Amended Joint Motion to Terminate. *See* Amended Jt. Mot. Ex. 1 at 3, Recitals ¶ F. Redacted versions of the Settlement and Release Agreement, the Global Patent License Agreement, and Letter Agreement were attached to the Amended Joint Motion to Terminate as Exhibits 4-6, respectively, and were publicly filed. For the reasons set forth in the Amended Joint Motion to Terminate, Qualcomm and Apple provided, as Appendix A attached thereto, a summary of the Other Agreements referenced in Exhibit 1.

Qualcomm and Apple submit this Joint Supplement to include the Other Agreements attached hereto as Exhibits A through D. While the parties do not view the Other Agreements as relevant to the settlement of the subject matter of this Investigation, the Parties understand that because these Other Agreements were referenced in the Settlement and Release Agreement, and for avoidance of doubt, Qualcomm and Apple are including them with this Joint Supplement. *See* Amended Jt. Mot. Ex. 1 at 3, Recitals ¶ F. Redacted versions of the Other Agreements are attached hereto as Exhibits E through H, respectively, and will be filed publicly. Apart from the Amended Joint Motion Exhibits 1-3 and the Other Agreements, there are no agreements, written or oral, express or implied between the Parties concerning the subject matter of the Investigation.

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¹ The "Other Agreements" include: 2019 Software Agreement ("MSA") attached hereto as Exhibit A; Second Amended and Restated Strategic Terms Agreement ("ASTA") attached hereto as Exhibit B; Statement of Work for Qualcomm Chipsets ("SOW") attached hereto as Exhibit C; and Assignment and Guaranty Letter Agreement ("Assignment and Guaranty") attached hereto as Exhibit D.

The Other Agreements contain confidential business information within the meaning of 19 C.F.R. § 210.5. Accordingly, Qualcomm and Apple request permission to redact information confidential to Qualcomm and/or Apple, and further request that the un-redacted version of the Other Agreements be treated as Confidential Business Information under the Protective Order in this Investigation (Order No. 1) and not publicly disclosed.

The redacted information in the Other Agreements, and in agreements previously submitted, is considered "confidential business information" under Commission Rule 201.6, as it is "information which concerns or relates to the trade secrets, processes, operations, style of works, or apparatus, or to the production, sales, shipments, purchases, transfers, identification of customers, inventories, or amount or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation, or other organization, or other information of commercial value, the disclosure of which is likely to have the effect of ... causing substantial harm to the competitive position of the person, firm, partnership, corporation, or other organization from which the information was obtained." The information sought to be redacted includes:

2019 Software Agreement: the agreement sets forth the terms and conditions for Apple's access to certain proprietary Qualcomm software, including terms regarding the processes and operations for Apple's access to this confidential and proprietary material. Accordingly, this agreement's terms are heavily redacted, consistent with Commission Rule 201.6's recognition that information concerning or relating to such trade secrets, processes, or operations is confidential business information. Moreover, the redacted information includes non-public information regarding specific Qualcomm software, processes, and operations, including information related to various aspects of Qualcomm software; non-public information regarding Apple's current and future products, processes, and operations; and non-standard provisions, terms, and definitions that were heavily negotiated between Qualcomm and Apple and which deviate from terms Qualcomm and/or Apple have used in other similar agreements, the disclosure of which would cause harm to Qualcomm and/or Apple by adversely impacting the competitive position of Qualcomm and/or Apple in ongoing and future commercial negotiations with third parties.

- ASTA: the redacted information includes non-public information regarding Qualcomm and/or Apple product development processes; Qualcomm and/or Apple operations, supply chain, supply constraint procedures, and product support; information related to product inventories and product forecasts; processes and operations involving Apple contract manufacturers; and non-standard provisions, terms, and definitions that were heavily negotiated between Qualcomm and Apple and which deviate from terms Qualcomm and/or Apple have used in other similar agreements, the disclosure of which would cause harm to Qualcomm and/or Apple by adversely impacting the competitive position of Qualcomm and/or Apple in ongoing and future commercial negotiations with third parties.
- <u>SOW</u>: the redacted information includes information related to sales forecasting; information on Qualcomm and/or Apple processes and operations for future product development; information on unreleased chipsets and product components; and information on pricing, sourcing, and delivery of components for future products.
- Assignment and Guaranty: the redacted information includes references to nonpublic commercial arrangements and operations, including information related to
 current and future Qualcomm and/or Apple products, information which is of
 commercial value and could harm the competitive position of Qualcomm and/or
 Apple if revealed.

The treatment requested is further consistent with the public interest, which favors settlement. *See* Amended Joint Motion to Terminate the Investigation Based on Settlement, Mot. No. 1093-049C.

II. SUPPLEMENTAL SUBMISSION OF REVISED PUBLIC VERSION OF GLOBAL PATENT LICENSING AGREEMENT

In response to the Commission Investigative Staff's Response to the Amended Joint Motion to Terminate, Qualcomm and Apple submit this Joint Supplement to include a revised redacted version of the Global Patent License Agreement, attached hereto as Exhibit I and will be filed publicly. *See* Staff Response at 5.

The Global Patent License Agreement contains confidential business information within the meaning of 19 C.F.R. § 210.5. Specifically, the redacted information includes commercial terms of the license, including royalty rates, royalty calculations, and payment terms; information

on future products and product categories; information regarding internal Apple and Qualcomm supply, sales, and distribution processes and operations; and a number of non-standard provisions, terms, and definitions that were heavily negotiated between Qualcomm and Apple and which deviate from terms Qualcomm and/or Apple have used in other licensing agreements, the disclosure of which would cause harm to Qualcomm and/or Apple by adversely impacting the competitive position of Qualcomm and/or Apple in ongoing and future commercial negotiations and licensing agreements with third parties.

Accordingly, Qualcomm and Apple request permission to redact information confidential to Qualcomm and/or Apple, and further request that the un-redacted version of the Global Patent and License Agreement be treated as Confidential Business Information under the Protective Order in this Investigation (Order No. 1) and not publicly disclosed. The treatment requested is consistent with the public interest, which favors settlement. *See* Amended Joint Motion to Terminate the Investigation Based on Settlement, Mot. No. 1093-049C.

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW IN FEDERAL TRADE COMMISSION V. QUALCOMM INC. DO NOT EFFECT THE COMMISSION'S STATUTORY OBLIGATION TO CONSIDER THE PUBLIC INTEREST FACTORS

In response to a recommendation from the Office of General Counsel, Qualcomm and Apple would also like to address Judge Koh's Findings of Fact and Conclusions of Law dated May 21, 2019 in *Federal Trade Commission v. Qualcomm Inc.*, Case No. 17-CV-00220-LHK ("the May 21 Order") and the Commission's statutory obligation to consider the effect of the settlement agreement and other referenced agreements submitted to the Commission as part of our Joint Motion to Terminate on the public health and welfare, competitive conditions in the U.S. economy, the production of like or directly competitive articles in the United States and U.S. consumers. 19 C.F.R. §210.50(b)(2).

Qualcomm and Apple respectfully submit that any public interest issues raised by the May 21 Order will be considered as part of ongoing proceedings related to that Order, and need not be relitigated by the Commission to rule on the pending motion to terminate this Investigation. Specifically, the May 21 Order requires Qualcomm to "submit, as necessary, to arbitral or judicial dispute resolution to determine [certain license] terms" (May 21 Order at 229) and "submit to compliance and monitoring procedures for a period of seven (7) years," during which time "Qualcomm shall report to the FTC on an annual basis Qualcomm's compliance with [certain court-ordered] remedies" (*Id.* at 232-33).

Qualcomm and Apple respectfully submit that the Commission should defer to these ongoing proceedings with respect to the public interest factors in 19 CFR §210.50(b)(2). Qualcomm and Apple submit that termination of the Investigation will not prejudice the public interest, and that settlement will not adversely impact the public health and welfare, competitive conditions in the United States economy, the products of like or directly competitive articles in the United States, or United States consumers. Moreover, Qualcomm and Apple submit that the public interest favors settlement to avoid needless litigation and to conserve public and private resources. Furthermore, the May 21 Order states that "compliance and monitoring procedures" will continue for seven years, further encouraging the Commission to terminate these proceedings in deference to the Federal Trade Commission's ongoing supervision. The May 21 Order thus presents no basis for the Commission to refrain from prompt termination of this Investigation.

IV. CONCLUSION

For the foregoing reasons and the reasons set forth in the Joint Amended Motion to Terminate, Qualcomm and Apple respectfully request that that the Commission grant the amended motion to terminate the Investigation.

Date: August 8, 2019

/s/ Deanna Tanner Okun

Tom M. Schaumberg Deanna Tanner Okun

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Counsel for Respondent Apple Inc.

Counsel for Complainant Qualcomm Incorporated

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

2019 SOFTWARE AGREEMENT

This 2019 Software Agreement (this "Agreement") is entered into as of April 16, 2019 (the "Effective Date"), by and between QUALCOMM Technologies, Inc., a Delaware corporation ("QTI"), and Apple Inc., a California corporation ("LICENSEE").

RECITALS

WHEREAS, LICENSEE and Qualcomm Incorporated, a Delaware corporation ("QUALCOMM"), are party to that certain Master Software Agreement, dated as of September 20, 2010 (as heretofore amended and supplemented, the "Existing MSA");

WHEREAS, simultaneously herewith, QUALCOMM, QTI and Apple have entered into a letter agreement (the "Guaranty Letter"), whereby QUALCOMM has assigned all of its rights and obligations under the Existing MSA to QTI and has provided a guaranty of QTI's performance hereunder and thereunder;

WHEREAS, LICENSEE, QUALCOMM and/or QTI have entered into a Settlement and Release Agreement (the "Settlement and Release Agreement"), a Global Patent License Agreement ("Global Patent License Agreement"), a Second Amended and Restated Strategic Terms Agreement (the "Second Amended and Restated STA"), a Statement of Work for Qualcomm Chipsets for Mav 20, 21, 22 and 23 under the Second Amended and Restated STA ("2019 SOW") and a Software Addendum hereunder for SDX55 SW, SDX60 SW, SDX65 SW and SDX70 SW, simultaneously herewith;

WHEREAS, QTI and LICENSEE agree to enter into this Agreement to set forth the terms and conditions under which QTI is willing to license to LICENSEE certain software specified herein for use solely with the corresponding following the Effective Date; and

WHEREAS, the Parties acknowledge that they are entering into this Agreement voluntarily and as the result of arms-length negotiation;

AGREEMENT

NOW, THEREFORE, QTI and LICENSEE, in consideration of the mutual promises set forth herein, agree as follows:

- **1. DEFINITIONS.** Capitalized terms not defined in this Agreement shall have the meanings set forth in the Second Amended and Restated STA. The following capitalized terms shall have the meanings set forth below:
- "Affiliate(s)" means any wholly owned subsidiary of a Party, but only so long as such entity remains a wholly owned subsidiary of such Party.
- "Executable" means a program that has been converted into machine code that can be directly loaded and executed by an operating system.

"LICENSEE Code" .

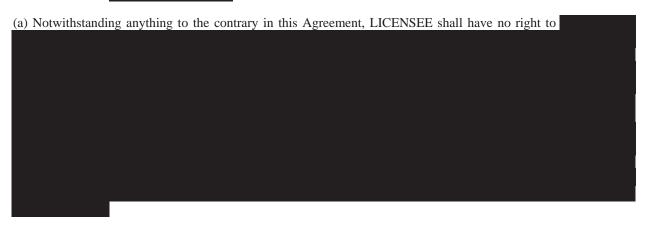
- "Object Code" means code generated from a compiler in machine-readable form that can be executed by a processor or linked with libraries to create an Executable.
- "Open Source License Terms" means terms in any license for software that, as a condition of use, copying, modification or redistribution, require such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be distributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser Library GPL.
- "Party" means QTI or LICENSEE and "Parties" means QTI and LICENSEE.

"Software" means QTI's Advance Mobile Subscriber Station software,
" Software Addendum " means an addendum mutually agreed upon and executed by the Parties in a form substantially similar to that attached hereto as Appendix A.
Each Software Addendum shall be deemed to incorporate the terms of this Agreement and become a part of this Agreement upon execution by both Parties.
"Source Code" means human readable program statements written by a programmer in a high-level or assembly language that are not directly readable by a computer.
"Specifications" means the specifications of the Software as described in Exhibit 1 of the applicable Software Addendum and 2. SOFTWARE.
2.1. Delivery of Software. The Parties may from time to time enter into a Software Addendum to identify Software to be licensed under this Agreement. QTI shall deliver the Software in accordance with the applicable Software Addendum, including the delivery dates set forth therein (if any).
This Agreement supersedes all terms of any other "shrinkwrap" or "clickwrap" license included in a package, media, or electronic version of the Software. The Software shall be licensed under the terms of this Agreement, and such clickwrap or shrinkwrap terms shall not apply to the Software licensed or provided under this Agreement even if LICENSEE has been deemed to accept such other shrinkwrap or clickwrap license.
3. SOFTWARE LICENSE; LIMITATIONS ON RIGHTS.
3.1. <u>Software License.</u> Subject to the terms and conditions of this Agreement, including, without limitation, the restrictions, conditions, limitations and exclusions set forth in Section 5 (Intellectual Property) and in the other provisions within this Section 3, QTI, on behalf of itself and its Affiliates, hereby grants LICENSEE a
to:



Except for the foregoing rights expressly granted, no other rights are granted to LICENSEE under this Section 3.1.

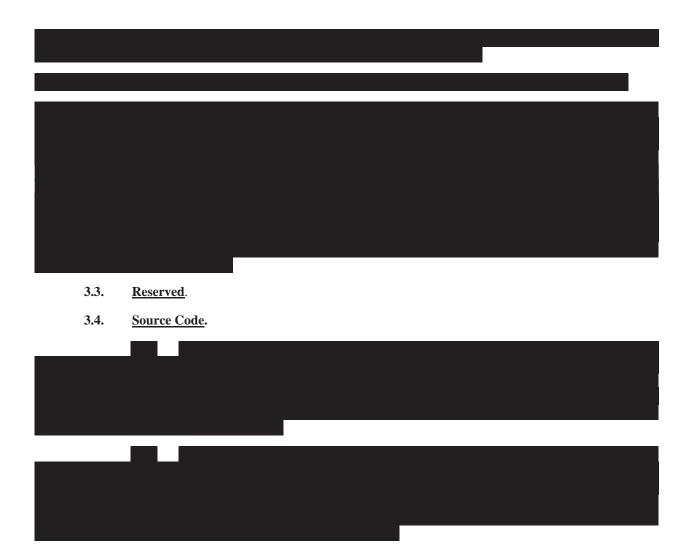
3.2. <u>Limitations on Rights.</u>



(b) LICENSEE shall not remove or alter any of the copyright or other notices contained in the Software. LICENSEE shall not use, modify, compile or distribute the Software in any manner that would cause the Software to become subject to any Open Source License Terms

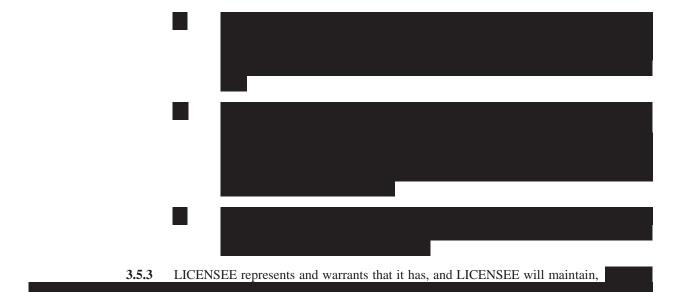
(the "Open Source Restrictions").





3.5. <u>Approved Sites, Software Access and Audit Rights.</u>





3.6. <u>Use of Information</u>. Notwithstanding anything to the contrary, LICENSEE and its Affiliates (and/or any employees, agents or other representatives of LICENSEE) shall not use any software, hardware and/or any other QTI confidential information (or any portions thereof) delivered by QTI to LICENSEE hereunder for the purpose of:

4. WARRANTY DISCLAIMER.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 4, QTI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR ANY OTHER INFORMATION OR DOCUMENTATION PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS (I) A WARRANTY OR REPRESENTATION BY QTI AS TO THE VALIDITY OR SCOPE OF ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT OR (II) A WARRANTY OR REPRESENTATION BY QTI THAT ANY MANUFACTURE OR USE WILL BE FREE FROM INFRINGEMENT OF PATENTS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF OTHERS, AND IT SHALL BE THE SOLE RESPONSIBILITY OF LICENSEE TO MAKE SUCH DETERMINATION AS IS NECESSARY WITH RESPECT TO THE ACQUISITION OF LICENSES UNDER PATENTS AND OTHER INTELLECTUAL PROPERTY OF THIRD PARTIES.

5. INTELLECTUAL PROPERTY.

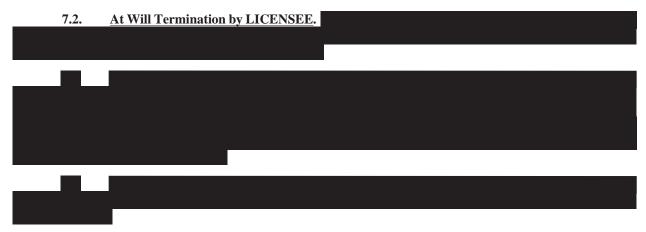
QTI (or its licensors) shall retain title and all ownership rights in and to the Software,

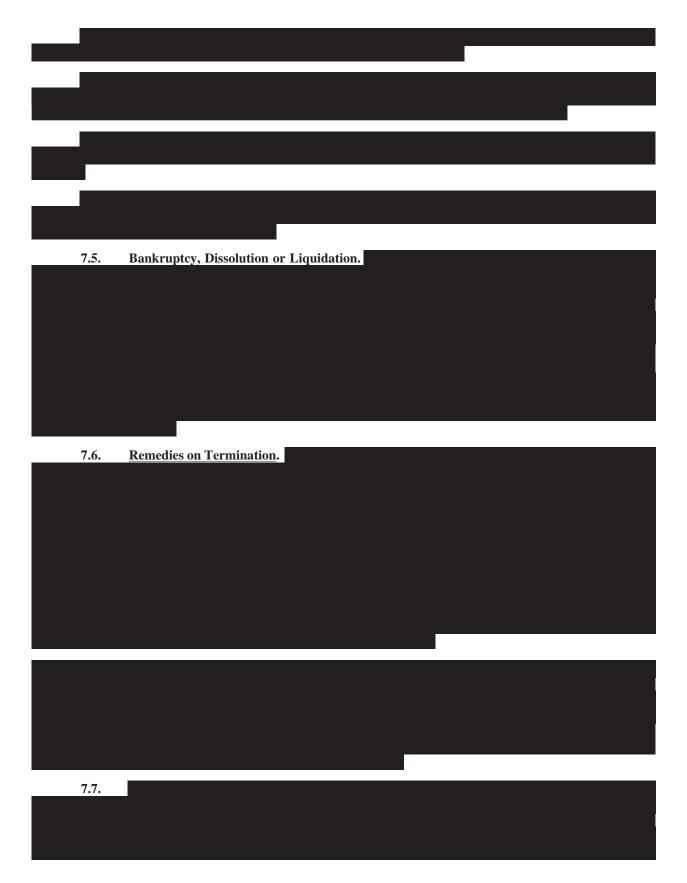
6. REPRESENTATION REGARDING USE. LICENSEE hereby represents and warrants to QTI that the

6. REPRESENTATION REGARDING USE. LICENSEE hereby represents and warrants to QTI that the Software will be used by LICENSEE and its Affiliates solely in accordance with Section 3 (Software License; Limitations on Rights).

7. TERM AND TERMINATION.

7.1. <u>Termination of this Agreement.</u> This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the provisions set forth below.





8. TAXES. All amounts stated herein and/or required to be paid hereunder are stated in, and shall be paid in, U.S. Dollars. The prices do not include any applicable sales, use, excise and/or withholding taxes (except as indicated below with regard to withholding of income or profits taxes); customs duties; fees; freight, insurance and delivery charges. All such taxes, fees and other charges imposed in conjunction with the Software shall be paid directly by LICENSEE. Notwithstanding the foregoing, in the event sums payable under this Agreement become subject to income or profits taxes under the tax laws of any country and applicable treaties between the United States and such country, LICENSEE may, if and to the extent required by law, withhold from each payment the amount of said income or profits taxes due and required to be withheld of each payment. LICENSEE will furnish and make available to QTI relevant receipts regarding the payment of any country taxes paid over to any country's government on behalf of QTI. Such tax receipts will clearly indicate the amounts that have been withheld from the gross amounts due to QTI. The Parties acknowledge and agree that the delivery of Software hereunder shall be via electronic means and nothing herein shall be construed as the sale of any Software to LICENSEE.

9. LIMITATION OF LIABILITY.



9.2.

10. RESTRICTIONS ON DISCLOSURE AND USE.

, confidential information

and materials disclosed by one Party to the other in connection with the Agreement (including but not limited to the Software) ("**Information**") shall be subject to the terms of the NDA, and shall be deemed "Information" as such term is used thereunder,



11. APPLICABLE LAW; DISPUTE RESOLUTION.

this Agreement is made and entered into in the State of California and will be governed by and construed and enforced in accordance with the laws of the





12. EXPORT COMPLIANCE ASSURANCE. LICENSEE acknowledges that all hardware, software, source code and technology (collectively, "Products") obtained from QTI are subject to the US government export control and economic sanctions laws. LICENSEE assures that it, its subsidiaries and Affiliates will not directly or indirectly export, re-export, transfer or release (collectively, "export") any Products or direct product thereof to any destination, person, entity or end use prohibited or restricted under US laws without prior US government authorization to the extent required by applicable regulation. The US government maintains embargoes and sanctions against certain countries, currently Cuba, Iran, North Korea, Sudan and Syria, but any amendments to the countries under a US embargo or sanction shall apply. LICENSEE acknowledges that other countries may have trade laws pertaining to import, use, export or distribution of Products, and that compliance with the same is the responsibility of the LICENSEE.

13. MISCELLANEOUS PROVISIONS.



No addition or modification of this Agreement shall be effective unless made in writing and signed by the respective representatives of QTI and LICENSEE. If there is a conflict between the terms and conditions of this Agreement and a Software Addendum, the terms and conditions of the Software Addendum shall govern with respect to the subject matter of the Software Addendum.

The restrictions, limitations, exclusions and conditions set forth in this Agreement shall apply even if the Party benefiting from the restrictions, limitations, exclusions and conditions, or any of such Party's Affiliates, becomes aware of or fails to act in a manner to address any violation or failure to comply therewith.

LICENSEE further acknowledges that, in the absence of such restrictions, limitations, conditions and exclusions, QTI would not have entered into this Agreement with LICENSEE.

Each Party agrees that the delivery of this Agreement by facsimile or in electronic format via email shall have the same force and effect as delivery of original signatures and that each Party may use facsimile, electronic format signatures, and photocopies of signatures as evidence of the execution and delivery of this Agreement by such party to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date first set forth above.

Qualcomm Technologies, Inc.	Apple Inc.
Ву:	By:
Print: Name	Print: Name
Title:	Title:

APPENDIX A Software Addendum Template

AMSS[_____] SOFTWARE ADDENDUM TO 2019 SOFTWARE AGREEMENT

Pursuant to and subject to the terms and conditions of the 2019 Software Agreement (the "Agreement") entered into as of April 16, 2019 (the "Effective Date"), by and between Qualcomm Technologies, Inc., a Delaware corporation ("QTI"), and Apple Inc., a California corporation ("LICENSEE") (the "Software Agreement"), the Parties hereby enter into this "AMSS[] Software Addendum to 2019 Software Agreement (the "AMSS [] Addendum") as of, (the "Addendum Effective Date").
For purposes of this AMSS [] Addendum only, the following capitalized terms shall have the meanings set forth below. Capitalized terms not otherwise defined in this AMSS [] Addendum shall have the meanings set forth in the Software Agreement.
"Agreement" means, collectively, the Software Agreement and this AMSS [] Addendum.
"AMSS[] SW" means the software designed for use with a, as described more fully in Exhibit 1 to this AMSS[] Addendum.
"Standard Support Period" means a period ending [] months after the final release of the AMSS[] SW.
1. AMSS[] SW and Baseband Components
1.1 Subject to the terms and conditions of the Agreement, LICENSEE hereby agrees to license the AMSS[] SW solely for Apple Products under Section 3.1 (Software License) of the Software Agreement.
Miscellaneous. Except as expressly set forth in this AMSS[] Addendum, the Software Agreement remains in full force and effect without modification. The terms and conditions of this AMSS[] Addendum and the Software Agreement shall not be modified or amended except by a writing signed by authorized representatives of both Parties.
The Parties agree that upon execution of this AMSS[] Addendum by both Parties, this AMSS[] Addendum shall become a part of the Software Agreement. This AMSS[] Addendum shall commence □n the Addendum Effective Date and shall, unless earlier terminated in accordance with the terms of the Software Agreement, continue until any termination of the Software Agreement.
IN WITNESS WHEREOF, the Parties hereto have caused this AMSS[] Addendum to be executed as of the Addendum Effective Date first set forth above.

[Insert Exhibit 1]

LEGAL NOTICES

The Software may include MPEG Layer-3 audio decoding technology. Notwithstanding any provision of this Agreement to the contrary, the delivery of the Software does not convey a license nor imply any rights to use MPEG Layer-3 audio decoding technology in any finished product under any patents or other intellectual property rights of a third party. A separate and independent license for such use may be required and LICENSEE shall be solely responsible to verify whether such license is needed in conjunction with the use of the MPEG Layer-3 Audio Decoder feature.

The Software may include G.729 and G729 Annex A Codecs. This Agreement does not convey a license nor imply any rights to use such codecs under the intellectual property rights of any third party. Sipro Lab Telecom ("Sipro") has publicly represented having been appointed to administer implementation licenses for the G.729 and G.729 Annex A Codecs. Consequently, a separate and independent license from Sipro or others for such use may be required and LICENSEE shall be solely responsible to verify whether such license(s) is needed in conjunction with the use of the G.729 and G.729 Annex A Codecs.

The Software may include DivX, Inc. software. This Agreement does not convey a license nor imply any rights to use or distribute DivX, Inc. software under DivX, Inc.'s copyrights or other intellectual property rights, and such software cannot be incorporated into wireless end user products or further distributed without a separate license from DivX, Inc. LICENSEE shall be solely responsible to obtain an independent license from DivX, Inc. with respect to such use.

The Software may include the ON2 VP6 decoder and ON2 VP7 encoder and decoder software. The ON2 VP6 decoder and ON2 VP7 encoder and decoder software provided with the Software contains some proprietary work of ON2 Technologies, Inc. ("ON2") and is protected by copyright and other intellectual property rights. ON2 has not granted QTI any right under the intellectual property rights of ON2 to sublicense or otherwise transfer to LICENSEE any right to use the ON2 VP6 decoder and ON2 VP7 encoder and decoder software for commercial distribution or use. LICENSEE shall be solely responsible for obtaining a license from ON2 before any commercial distribution or use of the Software with the ON2 VP6 decoder and ON2 VP7 encoder and decoder software. ON2 shall be a third party beneficiary to this Agreement solely with respect to LICENSEE'S obligations and restrictions in this paragraph.

The license of any Software to LICENSEE does not convey to LICENSEE any consents to use or distribute any Software, alone or in combination with other products, or any other rights under any patents of Nokia Corporation or any of its affiliates (collectively, "Nokia") in such products.

The Software may include Sorenson video decoder software, which comprises proprietary work of Sorenson Media, Inc. ("Sorenson") and is protected by copyright, trade secret_and other intellectual property rights. Sorenson has not granted QTI any right under the intellectual property rights of Sorenson to sublicense or otherwise transfer to LICENSEE any right to use the Sorenson video decoder for commercial distribution or use. LICENSEE shall be solely responsible for obtaining such_a license from Sorenson granting rights for commercial distribution or use before LICENSEE shall undertake_any commercial distribution or use of the Software with the Sorenson video decoder. Sorenson shall be a third party beneficiary to this Agreement solely with respect to LICENSEE'S obligations and restrictions in this paragraph.

The Software may include a modified JPEG encoder that includes an Index Table which specifies the length of each data unit (8x8 block) in the image in terms of number of bits. Any and all usage of the Index Table in whole or in part requires a valid written license agreement between LICENSEE and Scalado AB. No right, title or interest in and to the Index Table is conveyed by QTI, and any use of the Index Table without a written license agreement from Scalado AB constitutes infringement of Scalado's intellectual property rights.

The Software may include Dolby licensed technology that may be protected by copyright and other intellectual property rights of Dolby Laboratories, Inc. ("**Dolby Technology**") LICENSEE can use the Dolby Technology provided with the Software solely for internal testing and evaluation purposes only. Supply of this Dolby Technology does not convey a license nor imply a right under any patent, or any other industrial or intellectual property right of Dolby Laboratories, to use this Dolby Technology in any finished end-user or ready-to-use final product. LICENSEE is hereby notified that a license for such use is required from Dolby Laboratories.

The Software may include proprietary work of SRS Labs, Inc. ("SRS"). The SRS licensed technology that may be provided with the delivery of the Software contains some proprietary work of SRS. No right or license to use the SRS licensed technology, other than for internal evaluation purposes, is provided by QTI. LICENSEE shall be solely responsible for obtaining a license from SRS before any commercial distribution or use of the SRS licensed technology.

The Software may include QTI's Enhanced Location Service ("QELS" formerly referred to as "XTRA-T"). QELS may help improve location accuracy and time-to-first-fix, as well as improve battery conservation by: (i) collecting certain location data from the device, and (ii) downloading certain applicable data to the device regarding surrounding cell towers and other location data points. QELS is implemented in the Software through the use of an opt-in application (the "QELS App") that the end user must click to allow. LICENSEE may elect to incorporate QELS in a LICENSEE Product solely in an unmodified form or remove the functionality in its entirety. To include QELS, LICENSEE shall:

- a) Not intentionally activate QELS. As stated above, only the end user should activate QELS;
- b) Determine with the carrier where the QELS App icon would appear; and
- c) Ensure the QELS App launches during first LBS session or upon launch of the QELS icon.

Note that QELS is currently only designed for the Android operating system. If any future release of QELS supports other operating systems, LICENSEE will be advised as to any additional or different implementation requirements.

The Software may include certain audio and video coding technology. The Agreement does not convey a license nor imply any rights to use any patents or other intellectual property rights of any third party. VIA Licensing and MPEGLA have publicly represented having been appointed to administer implementation licenses on behalf of patent holders to audio and video coding technologies relating to MPEG-2, MPEG4, AAC, AVC/H.264, VC-1, MPEG-4 Visual and certain MPEG4 video profiles, respectively. Velos Media, LLC has publicly represented having been appointed to administer implementation licenses on behalf of patent holders to video coding technologies for High Efficiency Video Coding (HEVC) patents, specifically H.265 standard essential patents. Consequently, a separate and independent license from one or more relevant patent holders for such use may be required and LICENSEE shall be solely responsible to verify whether such license is needed in conjunction with the use of MMV. Further, Coding Technologies has represented that it holds patents and other intellectual property rights with regards to implementation of HE AAC audio decoding technology. Consequently, a separate and independent license from Coding Technologies may be required and LICENSEE shall be solely responsible to verify whether such license is needed in conjunction with the use of MMV.

The Software may include Scalado imaging solutions software ("Scalado Software"). The Scalado Software is for internal testing and evaluation purposes only. No other license or right is being provided to LICENSEE. LICENSEE may not distribute or use the Scalado Software for commercial purposes without a separate license from Scalado AB or its designated affiliate that is applicable to the Scalado Software. LICENSEE shall be solely responsible to obtain such separate license from Scalado AB.

The Software may include software of DTS Licensing Limited ("DTS") which is protected by copyright and other intellectual property rights of DTS. LICENSEE may not distribute or use the DTS software for commercial purposes without a separate license from DTS. DTS has not granted QTI any right under the intellectual property rights of DTS to sublicense or otherwise transfer to LICENSEE any right to use the DTS software for commercial distribution or use. LICENSEE shall be solely responsible to obtain such separate license from DTS. DTS shall be a third party beneficiary to this Agreement solely with respect to LICENSEE'S obligations and restrictions in this notice.

The use of unmanned aircraft systems, unmanned aerial vehicles, autonomous vehicles, and similar devices (collectively, "**Drones**") may constitute a potentially dangerous activity and may result in significant harm to property, injury, or death. If LICENSEE elects to use any Software in connection with LICENSEE's development or manufacture of Drones, 1) LICENSEE assumes all risks and liabilities that may result from such use and 2) LICENSEE shall be solely responsible to ensure its compliance with any and all applicable federal, state, and local statutes, laws, regulations, and guidelines, including, without limitation, Federal Aviation Administration (FAA) restrictions or warnings.

The provision or license of Software to LICENSEE does not convey any license or other right under any patents of QUALCOMM Incorporated or SnapTrack, Inc.

Qualcomm® apt X^{TM} audio is a product of Qualcomm Technologies International, Ltd. Use of aptX with the Device Software and associated QTI ASIC is subject to a separate license agreement with Qualcomm Technologies International, Ltd.

EXHIBIT F

SECOND AMENDED AND RESTATED STRATEGIC TERMS AGREEMENT

This Second Amended and Restated Strategic Terms Agreement is made as of April 16, 2019 (the "Effective Date") between Apple Inc., a California corporation, with offices located at One Apple Park Way, Cupertino, California 95014 ("Apple"), and Qualcomm Technologies, Inc., a Delaware corporation, with offices located at 5775 Morehouse Drive, San Diego, California 92121 ("QTI"), and amends and restates the Amended and Restated Strategic Terms Agreement (the "Existing ASTA") dated February 28, 2013, between Apple and Qualcomm, as amended by Section 8 of the Statement of Work for Qualcomm Chipsets for Mav 11, 13.x and Mav 16 (the "2016 SOW") dated December 7, 2015, between Apple and Qualcomm Incorporated, a Delaware corporation ("Qualcomm"), and by the STA Assignment Agreement (the "STA Assignment Agreement" and, together with the Existing ASTA and the 2016 SOW, the "Prior Agreement"), dated as of December 7, 2015, between Apple, Qualcomm and QTI.

RECITALS

WHEREAS, simultaneously herewith, Qualcomm, QTI and Apple have entered into a letter agreement (the "Guaranty Letter"), whereby Qualcomm has assigned all of its rights and obligations under the Prior Agreement to QTI and has provided a guaranty of QTI's and any Sales Subsidiary's (as defined below) performance hereunder;

WHEREAS, QTI's Affiliate, Qualcomm CDMA Technologies Asia-Pacific Pte Ltd. ("QCTAP"), sells Qualcomm Chipsets; and

WHEREAS, Apple, Qualcomm and/or QTI have entered into a Settlement and Release Agreement (the "Settlement Agreement"), the Global Patent License Agreement (the "License Agreement") and the 2019 Software Agreement (the "Software Agreement"), each dated as of the Effective Date, and Apple and QTI desire to amend and restate the Prior Agreement in connection therewith to set forth the terms and conditions pursuant to which Apple will purchase certain Qualcomm Chipsets from time to time from QCTAP or a Sales Subsidiary of QTI for use and incorporation in Apple Products; and

WHEREAS, Apple desires to purchase certain Qualcomm Chipsets from time to time from QCTAP or a Sales Subsidiary of QTI in accordance with the terms and conditions of this Agreement for use and incorporation in Apple Products; and

WHEREAS, the Parties acknowledge that they are entering into this Agreement voluntarily and as the result of arms-length negotiation;

NOW THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. Headings and Definitions

Capitalized terms in the Agreement are defined throughout this Agreement and in Attachment 1.

- 2. [Reserved]
- 3. Software

QTI shall deliver software intended for use with each Component (excluding Firmware as defined in Attachment 3) in accordance with any SOW executed on or after the Effective Date and with the terms and conditions of the Software Agreement and any software addendums thereunder.

4. Hardware; Product Delivery

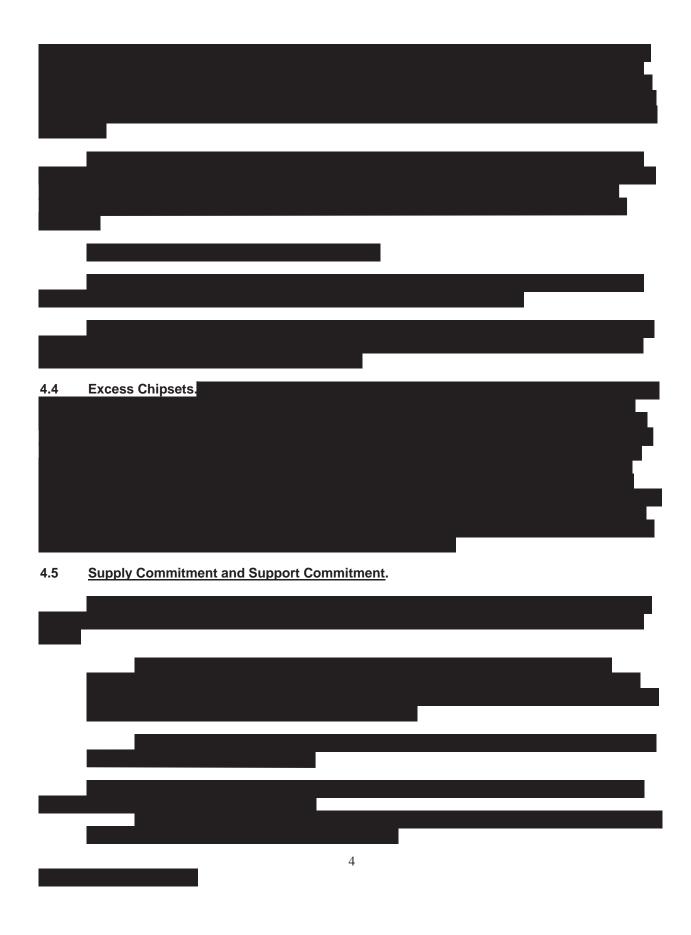
4.1 Forecasts



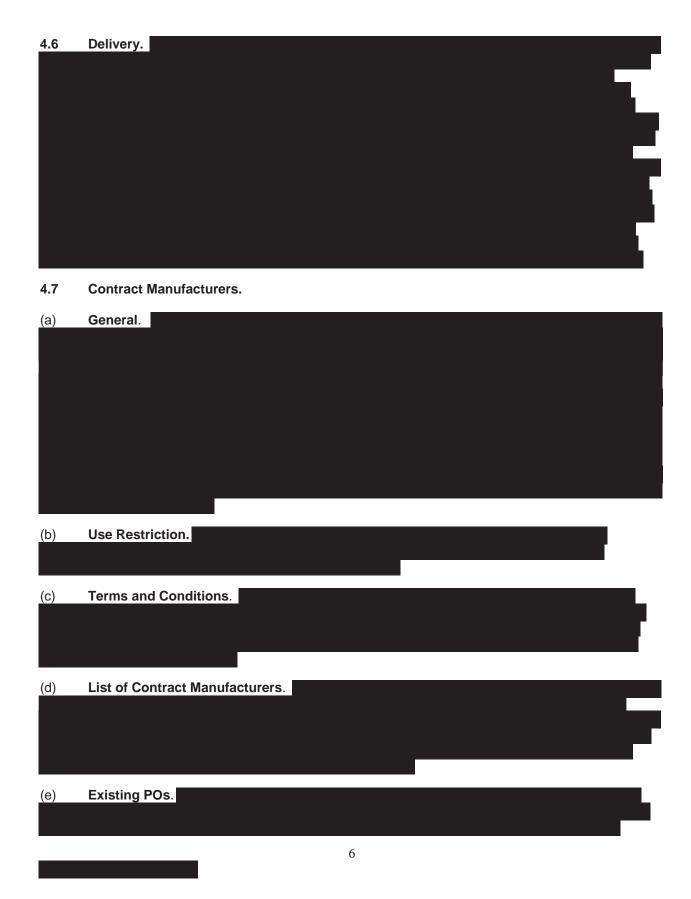


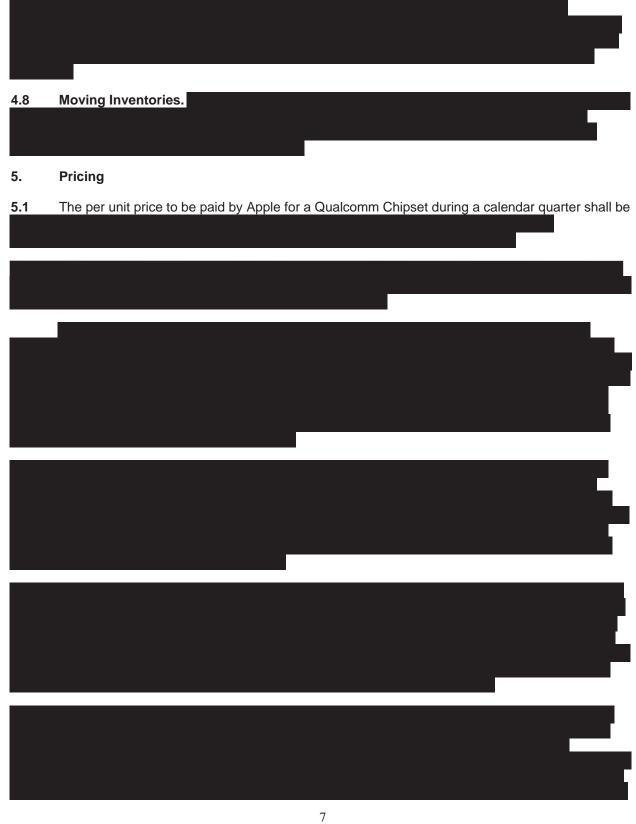


4.3 **Supply Constraint.**

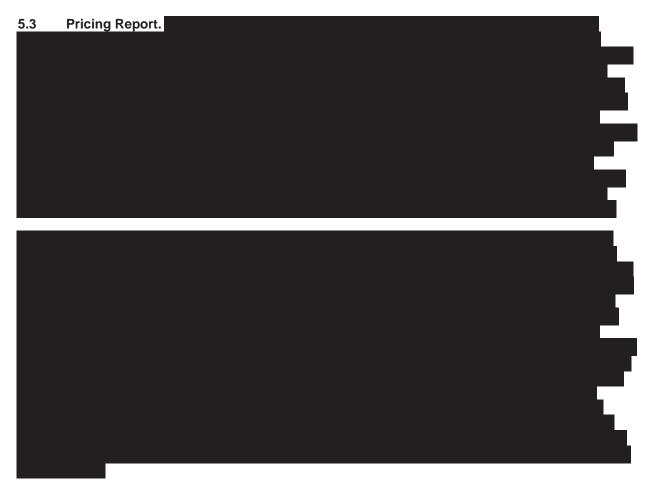












- 6. [Reserved]
- 7. Product Warranty
- **7.1 Product Warranty**. QTI warrants only to Apple only that each Component will conform to the applicable specification mutually agreed upon for such Component in the applicable SOW and will be free from defects in material and workmanship for the delivery to Apple or its Contract Manufacturer on Apple's behalf, as applicable (the "**Product Warranty**").



EXCEPT AS MAY BE EXPRESSLY SET FOR TH IN THE SOFTWARE AGREEMENT, QTI AND THE SALES SUBSIDIARY MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALCOMM CHIPSETS, THE COMPONENTS OR THE SOFTWARE OR FIRMWARE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE.



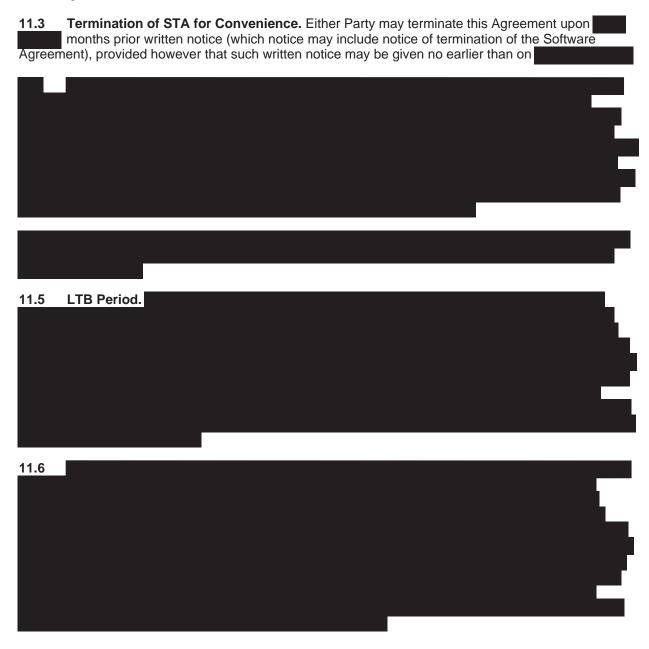
- 8. [Reserved]
- 9. Product Modifications

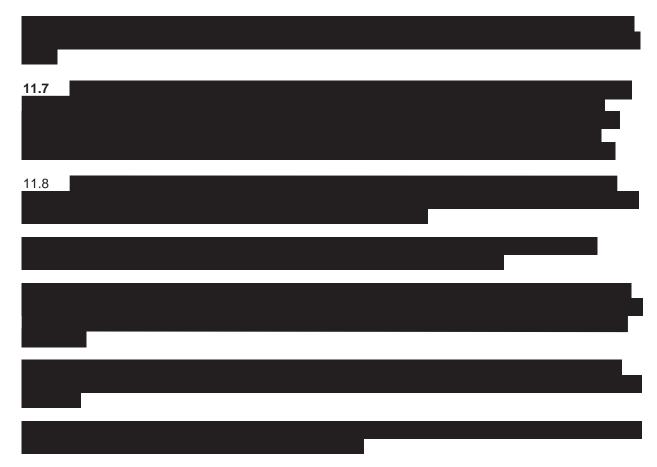
10. Third Party Infringement Claims



11. Term, Termination and Suspension

- **11.1 Term.** This Agreement will begin on the Effective Date and will continue in effect until terminated in accordance with Sections 11.2 (Termination of STA by Written Agreement), 11.3 (Termination of STA for Convenience), 11.5 (LTB Period) below or pursuant to the section entitled "Bankruptcy, Dissolution or Liquidation" on Attachment 2.
- **11.2 Termination of STA by Written Agreement.** The Agreement may be terminated by mutual written agreement of the Parties.





12. Compliance Review



13. General Terms and Conditions

This Agreement will be subject to the general terms and conditions set forth in Attachment 2.

14. Entire Agreement

This Agreement and its attachments, any SOW, and the Guaranty Letter constitute the entire and full understanding and agreement of the Parties, whether written or oral, with respect to its subject matter and supersede any prior or contemporaneous agreements on understandings between the Parties.

The parties of the Parties acknowledge of the Parties acknowledge.

written amendment signed by authorized signatories of both QTI and Apple. The Parties acknowledge and agree that the terms and conditions of this Agreement apply only to Apple and QTI, and that there are no third party beneficiaries.

15. Non-solicitation





Acknowledged and agreed by their duly authorized representatives:

Apple Inc.	Qualcomm Technologies, Inc.	Qualcomm Technologies, Inc.	
Name:			
Title:	Title:		
Date:	Date:		

Exhibit A

Foxconn/Hon Hai Pegatron Wistron Compal

Exhibit A-1

[FORM OF CM LETTER AGREEMENT]

Qualcomm Technologies, Inc. 5775 Morehouse Drive San Diego, California 92121

[•], 2019

[Contract Manufacturer] [Address]

Re: Certain terms of the Second Amended and Restated Strategic Terms Agreement

Dear Sirs:









[signature follows]

Acknowledged and agreed by their duly authorized representatives as of the date first set forth above:

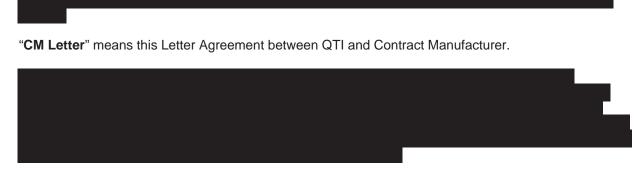
QUAI	LCOMM TECHNOLOGIES, INC.	
by		
	Name: Title:	
[CON	TRACT MANUFACTURER]	
by		
	Name: Title:	

Annex A

The following terms used in this Annex A shall be construed to have the meanings set forth or referenced below:

"Agreement" means the Second Amended and Restated Strategic Terms Agreement, dated as of the date hereof, by and between Apple Inc., a California corporation ("Apple"), and Qualcomm Technologies, Inc., a Delaware corporation ("QTI"), and all SOWs and attachments incorporated in and/or permitted by the Second Amended and Restated Strategic Terms Agreement, provided however that all such SOWs shall specifically reference the Second Amended and Restated Strategic Terms Agreement and be signed by both Apple and QTI.

"AO" means Apple Operations, an Ireland corporation.



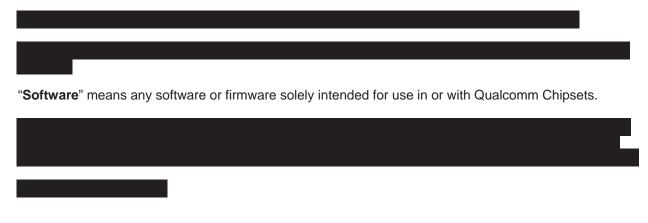
"Foreign Apple Entity" means Apple Operations or another Apple subsidiary that is not incorporated in the United States.

"Party" means Apple or QTI and the term "Parties" means Apple and QTI.

"Purchase Order" means a purchase order issued by Apple pursuant to the terms of this Agreement for Qualcomm Chipsets to be used in Apple Products.

"QCTAP" means Qualcomm CDMA Technologies Asia-Pacific Pte Ltd.

"QTI" means Qualcomm Technologies, Inc., a Delaware corporation.



STA Terms and Conditions Applicable to Contract Manufacturers:







LEGAL NOTICES

The sale of any ASICs to Apple does not convey to Apple or any Contract Manufacturers any consents to use or distribute any such ASICs, alone or in combination with other products, or any other rights under any patents of Nokia Corporation or any of its affiliates in such products.

In the event QTI provides Components which perform wireless magnetic or resonant inductive battery charging, the sale or distribution of any such Components to Apple does not convey to Apple or any Contract Manufacturers any rights in and to any patents of Auckland UniServices Limited or any of its affiliates in such Components.

Pursuant to Qualcomm's settlement agreement with Broadcom Corporation, QTI is required to notify you that the sale, license, or other transfer of certain Components to Apple does not convey to Apple or any Contract Manufacturers any intellectual property rights (including patent rights) of Broadcom Corporation or any of its affiliates in such Components and therefore Apple and the Contract Manufacturers should not assume that any such sale, license, or other transfer conveys any such rights to Apple or such Contract Manufacturers. Apple should contact QTI with any questions it may have regarding whether QTI's sale, license, or other transfer of such Components to Apple conveys to Apple or any Contract Manufacturers any rights to Broadcom intellectual property. For those Components for which this sale, license, or other transfer does not convey to Apple or any Contract Manufacturers any intellectual property rights of Broadcom Corporation or any of its affiliates, neither Broadcom Corporation nor any of its affiliates has consented to or authorized (i) the incorporation of such Components in, or the use of such Components in combination with, any other products or components, (ii) Apple's or any Contract Manufacturer's sale of any products incorporating such Components, or (iii) the distribution in any jurisdiction of such Components

where the distribution of such Components is deemed to be a putting on the market with Broadcom Corporation's consent or authorization so as to effectuate an exhaustion of rights of any patents. The foregoing shall not modify or abrogate Apple's and its Contract Manufacturers' obligations under any existing license agreement between Apple or such Contract Manufacturers and Broadcom Corporation (or any of its affiliates), including but not limited to Apple's or its Contract Manufacturers' obligation to pay all royalties and fees specified thereunder, and shall not expand or alter Apple's or its Contract Manufacturers' rights thereunder.

The Components may include technology received from Apical Limited ("**Apical Technology**"). The Apical Technology is for internal testing and evaluation purposes only. No other license or right is being provided to Apple or its Contract Manufacturers. Apple and its Contract Manufacturers may not distribute or use the Apical Technology for commercial purposes without a separate license from Apical Limited or its designated affiliate. Apple and its Contract Manufacturers shall be solely responsible to obtain such separate license from Apical Limited.

The use of unmanned aircraft systems, unmanned aerial vehicles, autonomous vehicles, and similar devices (collectively, "**Drones**") may constitute a potentially dangerous activity and may result in significant harm to property, injury, or death. If Apple or its Contract Manufacturers elects to use any Components in connection with Apple's or its Contract Manufacturers' development or manufacture of Drones, 1) Apple or such Contract Manufacturer assumes all risks and liabilities that may result from such use and 2) Apple or such Contract Manufacturer shall be solely responsible to ensure its compliance with any and all applicable federal, state, and local statutes, laws, regulations, and guidelines, including, without limitation, Federal Aviation Administration (FAA) restrictions or warnings.

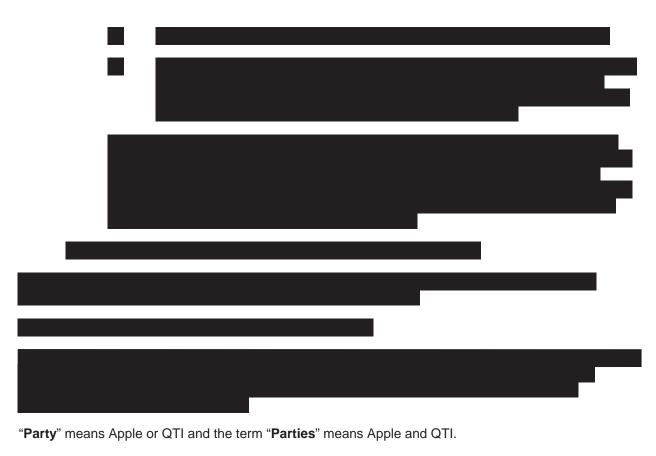
The sale of any Components or license of software for use with or on any Components to Apple does not convey any license or other right under any patents of Qualcomm or SnapTrack, Inc.

Attachment 1 Definitions

"Affiliate" means a corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other business entity that controls, is controlled by, or is under common control with a Party, where "control" means that the entity possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise.

"Agreement" or "STA" means this Second Amended and Restated Strategic Terms Agreement and all SOWs and attachments incorporated in and/or permitted by this Second Amended and Restated Strategic Terms Agreement, provided however that all such SOWs shall specifically reference this Agreement and be signed by both Parties.





"Purchase Order" means a purchase order issued by Apple pursuant to the terms of this Agreement for Qualcomm Chipsets to be used in Apple Products.



Attachment 2 General Terms and Conditions





Governing Law and Disputes

Except as set forth in the section entitled Severability, this Agreement is made and entered into in the State of California and will be governed by and construed and enforced in accordance with the laws of the State of California without regard to conflicts of laws principles.





Compliance with Laws

Each Party agrees to comply with all federal, state and local statutes, regulations, and ordinances of any jurisdiction applicable to its performance under this Agreement.

Notices

Notices under the Agreement must be in writing and will be deemed given when actually received if delivered by courier with written proof of delivery, or 10 days after being sent by first class mail, return receipt requested, to the other Party at the address below:

For notices to Apple:







Waivers

A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

Construction

Section headings used in this Agreement are inserted for the purpose of convenience only and are not intended to affect the meaning or interpretation of any provision in this Agreement. Unless expressly

stated otherwise, references in this Agreement to "Sections" mean sections of this Agreement and include all subsections thereof and references in this Agreement to "Exhibits" mean exhibits to this Agreement and "Attachments" mean attachments to this Agreement. For the purpose of the construction and interpretation of this Agreement, the words "including," "include," "includes," and "such as" are not terms of limitation, but rather will be deemed to be followed by the words "without limitation," and the words "hereby," "herein," "hereof," and "hereunder" refer to this Agreement as a whole and not to any particular section and the words "will" and "shall" are intended to express an obligation. All references to "\$" or "dollars" shall mean United States dollars. All references to days (other than business days) in this Agreement mean calendar days and all references to quarters mean Apple's fiscal quarters. References to "third party" or "third parties" mean any Person other than either Party or any Affiliate of either Party.

Independent Parties

This Agreement shall not be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither Party has any authority to assume or create any obligation or liability of any kind on behalf of the other Party.



CounterpartsThe Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

Attachment 3

Terms and Conditions for Purchase Orders

The following terms and conditions shall apply to each and every Purchase Order for Qualcomm Chipsets issued to QTI or the Sales Subsidiary by Apple. All such Purchase Orders shall deem to incorporate by reference all of the terms and conditions of this Agreement. Should the terms of any Purchase Order conflict with the terms of this Agreement or contain additional terms not provided herein (other than to specify the quantity of Qualcomm Chipsets and the place of delivery), the terms of this Agreement shall govern unless Apple and QTI expressly agree in a formal amendment to this Agreement (signed by an authorized representative of each Party) to the contrary.





Attachment 4

LEGAL NOTICES:

The sale of any ASICs to Apple does not convey to Apple or any Contract Manufacturers any consents to use or distribute any such ASICs, alone or in combination with other products, or any other rights under any patents of Nokia Corporation or any of its affiliates in such products.

In the event QTI provides Components which perform wireless magnetic or resonant inductive battery charging, the sale or distribution of any such Components to Apple does not convey to Apple or any Contract Manufacturers any rights in and to any patents of Auckland UniServices Limited or any of its affiliates in such Components.

Pursuant to Qualcomm's settlement agreement with Broadcom Corporation, QTI is required to notify you that the sale, license, or other transfer of certain Components to Apple does not convey to Apple or any Contract Manufacturers any intellectual property rights (including patent rights) of Broadcom Corporation or any of its affiliates in such Components and therefore Apple and the Contract Manufacturers should not assume that any such sale, license, or other transfer conveys any such rights to Apple or such Contract Manufacturers. Apple should contact QTI with any questions it may have regarding whether QTI's sale, license, or other transfer of such Components to Apple conveys to Apple or any Contract Manufacturers any rights to Broadcom intellectual property. For those Components for which this sale, license, or other transfer does not convey to Apple or any Contract Manufacturers any intellectual property rights of Broadcom Corporation or any of its affiliates, neither Broadcom Corporation nor any of its affiliates has consented to or authorized (i) the incorporation of such Components in, or the use of such Components in combination with, any other products or components, (ii) Apple's or any Contract Manufacturer's sale of any products incorporating such Components, or (iii) the distribution in any jurisdiction of such Components where the distribution of such Components is deemed to be a putting on the market with Broadcom Corporation's consent or authorization so as to effectuate an exhaustion of rights of any patents. The foregoing shall not modify or abrogate Apple's and its Contract Manufacturers' obligations under any existing license agreement between Apple or such Contract Manufacturers and Broadcom Corporation (or any of its affiliates), including but not limited to Apple's or its Contract Manufacturers' obligation to pay all royalties and fees specified thereunder, and shall not expand or alter Apple's or its Contract Manufacturers' rights thereunder.

The Components may include technology received from Apical Limited ("**Apical Technology**"). The Apical Technology is for internal testing and evaluation purposes only. No other license or right is being provided to Apple or its Contract Manufacturers. Apple and its Contract Manufacturers may not distribute or use the Apical Technology for commercial purposes without a separate license from Apical Limited or its designated affiliate. Apple and its Contract Manufacturers shall be solely responsible to obtain such separate license from Apical Limited.

The use of unmanned aircraft systems, unmanned aerial vehicles, autonomous vehicles, and similar devices (collectively, "**Drones**") may constitute a potentially dangerous activity and may result in significant harm to property, injury, or death. If Apple or its Contract Manufacturers elects to use any Components in connection with Apple's or its Contract Manufacturers' development or manufacture of Drones, 1) Apple or such Contract Manufacturer assumes all risks and liabilities that may result from such use and 2) Apple or such Contract Manufacturer shall be solely responsible to ensure its compliance with any and all applicable federal, state, and local statutes, laws, regulations, and guidelines, including, without limitation, Federal Aviation Administration (FAA) restrictions or warnings.

The sale of any Components or license of software for use with or on any Components to Apple does not convey any license or other right under any patents of Qualcomm or SnapTrack, Inc.

PUBLIC VERSION

EXHIBIT G

Statement of Work for Qualcomm Chipsets for May 20, 21, 22 and 23

Under the Second Amended and Restated Strategic Terms Agreement

This Statement of Work for Qualcomm Chipsets for Mav 20, Mav 21, Mav 22 and Mav 23 (including all attachments hereto, this "**SOW**") is entered into by and among **Apple Inc.**, a California corporation with offices at One Apple Park Way, Cupertino, California 95014 ("**Apple**") and **Qualcomm Technologies, Inc.**, a Delaware corporation with offices at 5775 Morehouse Drive, San Diego, California 92121 ("**QTI**"), and is effective as of April 16, 2019 (the "**Effective Date**").

Purpose

This SOW sets forth terms and conditions related to the Qualcomm SDX55, SDX60, SDX65 and SDX70 chipsets identified on <u>Attachment A</u> (Chipset Configuration and Apple Prices) to this SOW (each a "*Qualcomm Chipset*" and collectively the "*Qualcomm Chipsets*"), intended for use in any Apple Products (the "*Projects*") under and subject to the Second Amended and Restated Strategic Terms Agreement between Apple and QTI, dated April 16, 2019 (the "*STA*").

Apple intends to commercially launch (i) New Models of Apple Products during the time period between June 1, 2020 and May 31, 2021 (the "2020 Launch"), some of which use the SDX55 Qualcomm Chipset, (ii) New Models of Apple Products during the time period between June 1, 2021 and May 31, 2022 (the "2021 Launch"), some of which use the SDX60 Qualcomm Chipset, and (iii) New Models of Apple Products during the time period between June 1, 2022 and May 31, 2024 (the "2022/23 Launch"), some of which use the SDX65 or SDX70 Qualcomm Chipsets (each a "Launch" and collectively the "Launches").

Agreement

The terms and conditions of the STA are incorporated herein by reference. To the extent the terms and conditions of this SOW conflict with the STA, this SOW will govern with respect to the subject matter herein. Capitalized terms used but not defined in this SOW will have the meanings set forth in the STA. Upon execution of this SOW by Apple and QTI, this SOW shall become a part of the STA.

1. Scope

- 1.1 <u>Projects</u>. This SOW applies to the Projects and the Launches.
- 1.2 <u>Specifications</u>. The specifications for the Qualcomm Chipsets are set forth on <u>Attachment B</u> (Specifications) to this SOW unless such specifications are amended by mutual written agreement of Apple and QTI.

2. Engineering Support

3. Production

3.1 Forecast.

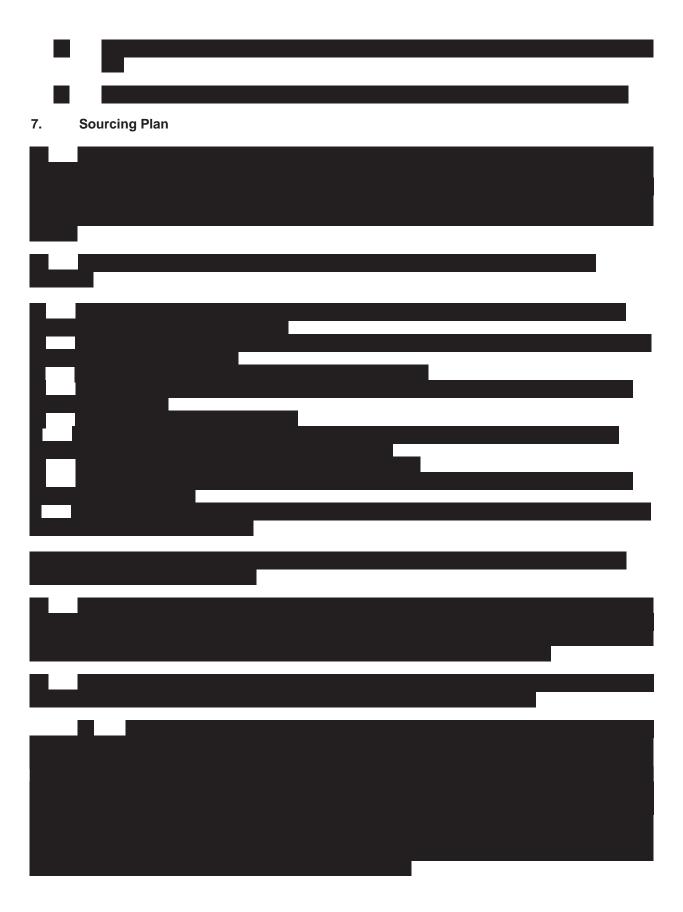


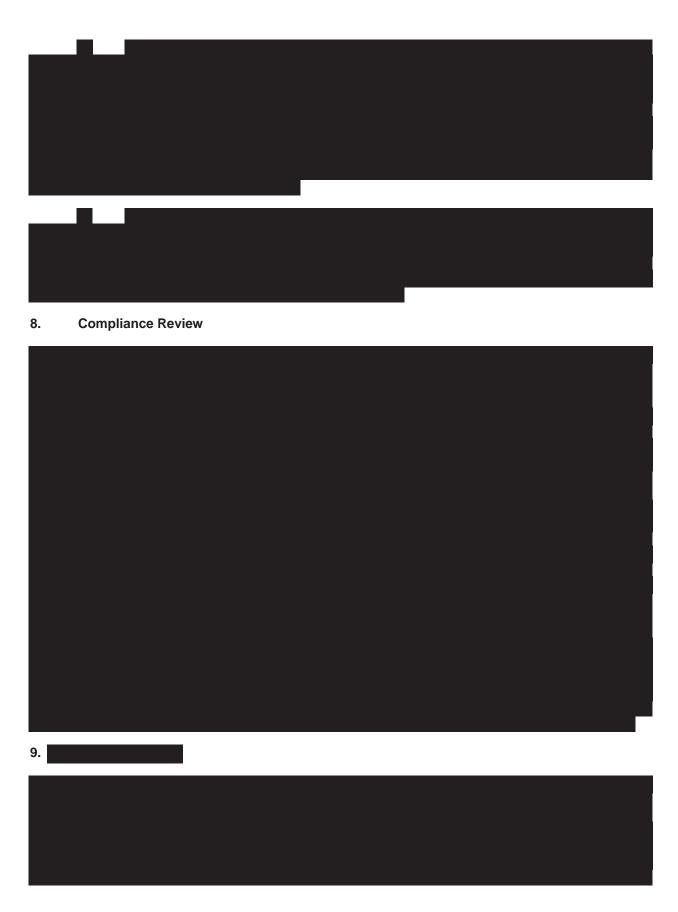


6. Lead-Time

The Lead Times for each of the SDX55, SDX60, SDX65 and SDX70 Qualcomm Chipsets are as follows:









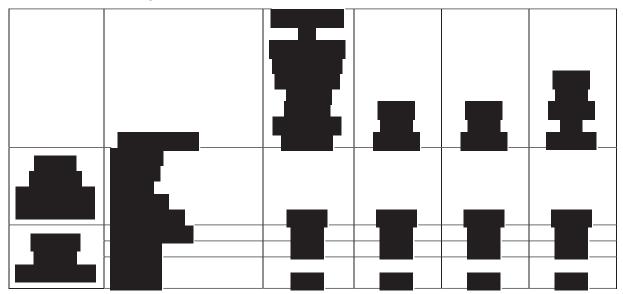
Acknowledged and agreed by their duly authorized representatives.

Apple Inc.	Qualcomm Technologies, Inc.
Name:	Name:
Title:	Title:
Date:	Date:

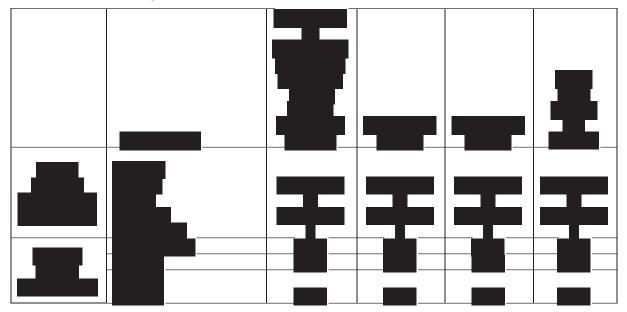
Attachment A

Chipset Configuration and Apple Prices

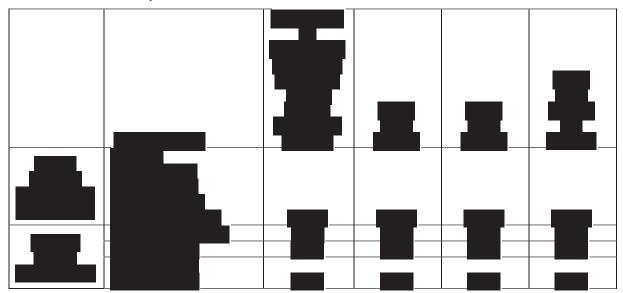
SDX55 Qualcomm Chipset



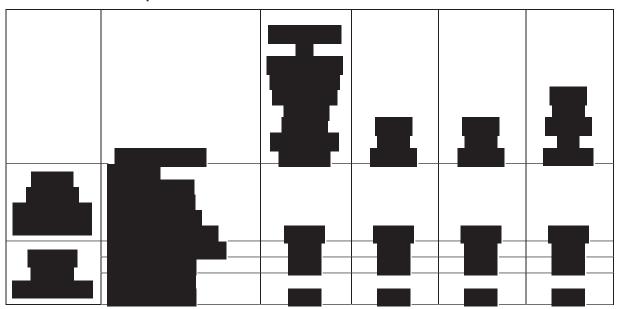
SDX60 Qualcomm Chipset



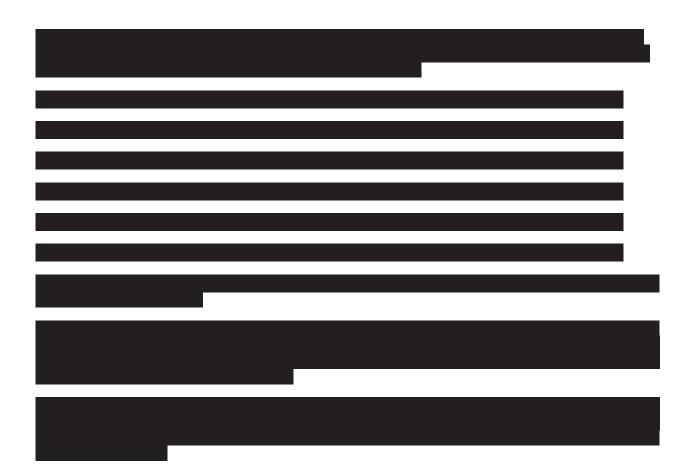
SDX65 Qualcomm Chipset



SDX70 Qualcomm Chipset







Attachment B

Specifications

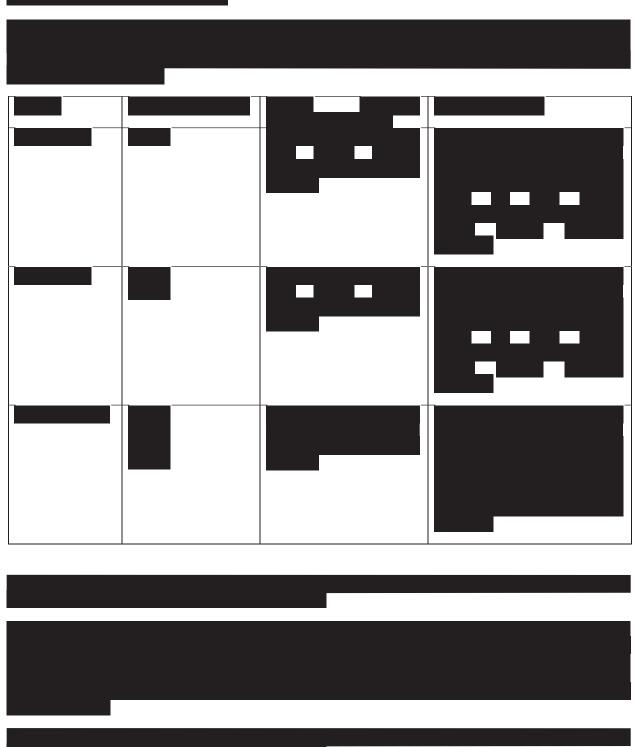
Specifications for SDX55 and SDX60 Qualcomm Chipsets



Specifications for SDX65 and SDX70 Qualcomm Chipsets



Attachment C























Attachment D







Attachment E

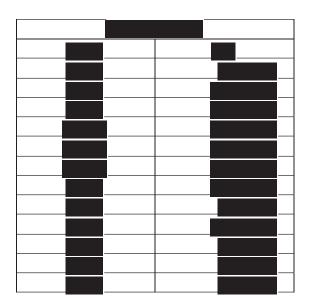




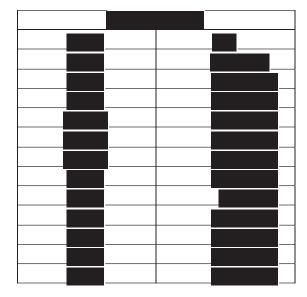


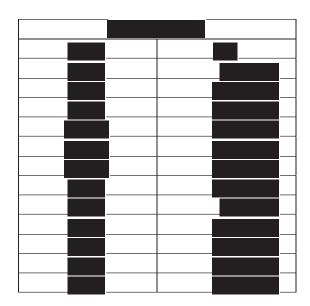


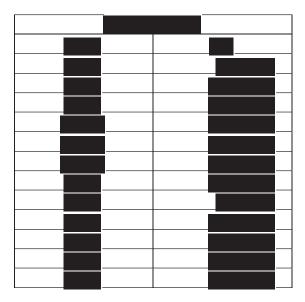
Attachment F











PUBLIC VERSION

EXHIBIT H

Qualcomm Incorporated 5775 Morehouse Drive San Diego, California 92121 Qualcomm Technologies, Inc. 5775 Morehouse Drive San Diego, California 92121

April 16, 2019

Apple Inc.
One Apple Park Way
Cupertino, California 95014

Re: Assignment and Guaranty

Ladies and Gentlemen:

Reference is made to (a) the Master Software Agreement For Limited Use, dated as of September 20, 2010 (as heretofore amended and supplemented, the "Existing MSA"), by and between Qualcomm Incorporated, a Delaware corporation ("Qualcomm"), and Apple Inc., a California corporation ("Apple"), (b) the 2019 Software Agreement, dated as of the date hereof (the "2019 Software Agreement"), by and between Qualcomm Technologies, Inc., a Delaware corporation ("QTI"), and Apple, (c) the Amended and Restated Strategic Terms Agreement, dated as of February 28, 2013

the "Existing STA"), by and between Qualcomm and Apple, (d) the Second Amended and Restated Strategic Terms Agreement, dated as of the date hereof (the "ASTA"), by and between QTI and Apple and

. Capitalized terms

used but not defined in this letter agreement (the "Letter Agreement") shall have the meanings set forth in the ASTA.

In connection with the foregoing, Qualcomm, QTI and Apple agree as follows:

(a) Assignment and Assumption.

- 1. Effective as of the date hereof, Qualcomm hereby transfers, assigns, conveys and delivers to QTI, and QTI hereby assumes and agrees to be bound by, all of Qualcomm's rights, obligations, title and interest under, in and to the Existing MSA, the Existing STA and the (the "Assignment") (the "Assigned Rights and Obligations"). All references to "Qualcomm" or "Qualcomm Incorporated" in the Existing MSA, and any Software Addendum executed thereunder prior to the date hereof, and in the Existing STA and any SOW executed thereunder prior to the date hereof, and the shall be deemed to be references to "QTI" or "Qualcomm Technologies, Inc.", as applicable; and
- 2. Apple hereby consents to the Assignment.
- (b) <u>Guaranty</u>. Qualcomm hereby agrees to irrevocably and unconditionally guarantee, as a primary obligor and not merely as a surety, the full, complete and timely performance of all of (i) QTI's obligations under each of the Existing MSA, the 2019 Software Agreement,

the ASTA and the and the part of the ASTA and the part of the ASTA and the part of the Ltd.'s ("QCTAP") and each Sales Subsidiary's obligations under the ASTA (such obligations, the "Guaranteed Obligations", and such agreements, the "Guaranteed Agreements"); provided that the obligations of Qualcomm under this Section (b) shall terminate upon a Third-Party Change of Control or QTI Spin-Off.

- 1. If QTI, QCTAP or any Sales Subsidiary fails to perform any Guaranteed Obligation, if and when due pursuant to the Guaranteed Agreements then, thirty (30) days following demand provided in writing to Qualcomm therefor, all of Qualcomm's obligations under this Section (b) to Apple in respect of such Guaranteed Obligation shall, at Apple's option, become immediately due.
- 2. The obligations of Qualcomm under this Section (b) shall, to the fullest extent permitted by law, be absolute, irrevocable and unconditional irrespective of:
 - i. the failure of Apple to assert any claim or demand or to enforce any right or remedy against QTI or Qualcomm;
 - ii. the addition, substitution or release of any person now or hereafter liable with respect to the Guaranteed Obligations, to or from this Section (b), the Guaranteed Agreements or any related agreement or document;
 - iii. any change in the corporate existence, structure or ownership of QTI, QCTAP, a Sales Subsidiary or Qualcomm or any other person now or hereafter liable with respect to the Guaranteed Obligations or otherwise interested in the transactions contemplated by the Guaranteed Agreements;
 - iv. any Event affecting QTI, QCTAP, a Sales Subsidiary or Qualcomm or any other person now or hereafter liable with respect to the Guaranteed Obligations, or otherwise interested in the transactions contemplated by the Guaranteed Agreements, or any of their respective assets;
 - v. the existence of any claim, set-off or other right that Qualcomm may have at any time against QTI, QCTAP, a Sales Subsidiary, Apple or any other person now or hereafter liable with respect to the Guaranteed Obligations, whether in connection with the Guaranteed Obligations or otherwise;
 - vi. any change in the law of any jurisdiction; or
 - vii. any other act or omission that may or might in any manner or to any extent vary the risk of Qualcomm or otherwise operate as a discharge of Qualcomm as a matter of law or equity.
- 3. Qualcomm hereby waives any and all notice of the creation, renewal, extension or accrual of any Guaranteed Obligation. Each Guaranteed Obligation, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance

upon this Section (b), and all dealings between QTI, QCTAP, a Sales Subsidiary or Qualcomm on the one hand, under the Guaranteed Agreements and Apple, on the other hand, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Section (b).

- 4. Each and every right, remedy and power hereby granted to Apple or allowed it by law hereunder in respect of the Guaranteed Obligations shall be cumulative and not exclusive of any other, and may be exercised by Apple at any time or from time to time
- 5. Other than as provided for herein, Qualcomm, to the fullest extent permitted by law, irrevocably waives notice of acceptance hereof, promptness, diligence, grace, protest, presentment, demand for payment, notice of non-performance, default, dishonor, notice of non-payment or notice of incurrence of any of the Guaranteed Obligations or any notice not provided for herein, all defenses which may be available by virtue of any valuation, stay, moratorium or other similar law now or hereafter in effect, any right to require the marshalling of assets of QTI, QCTAP, a Sales Subsidiary, or any other person liable with respect to the Guaranteed Obligation, and all suretyship defenses generally (other than fraud by Apple or any of its Affiliates or defenses to the performance of the Guaranteed Obligation that are available to QTI, QCTAP, or a Sales Subsidiary under the Guaranteed Agreements). Qualcomm acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by the Guaranteed Agreements and that such benefits constitute adequate consideration for the provision of this guarantee in Section (b).
- Miscellaneous. The sections entitled Confidentiality, Governing Law and Disputes, Waivers, Construction, Independent Parties, Notices, Counterparts, Independent Efforts and Similar Products and Assignment of Attachment 2 to the ASTA are hereby incorporated by reference herein, *mutatis mutandis*. This Letter Agreement shall remain in full force and effect so long as any of the Existing MSA, 2019 Software Agreement, ASTA or is in effect (taking into account any surviving provisions under any of the foregoing agreements).

This Letter Agreement, together with the Existing MSA, the 2019 Software Agreement, the ASTA and the constitutes the entire agreement between the undersigned and supersedes all prior negotiations, representations and agreements between the undersigned with respect to the subject matter hereof. The undersigned acknowledge that the terms and conditions of this Letter Agreement apply only to the undersigned and that there are no intended third-party beneficiaries. No addition or modification of this Letter Agreement shall be effective unless made in writing and signed by the respective representatives of each undersigned. If a court of competent jurisdiction holds that any provision of this Letter Agreement is invalid or unenforceable, the remaining provisions will remain in full force and effect, and the parties will reasonably endeavor to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent and economic effect of this Letter Agreement.

Each of the undersigned agrees that the delivery of this Letter Agreement by facsimile or in electronic format via email shall have the same force and effect as delivery of original signatures and that each of the

undersigned may use facsimile, electronic format signatures, and photocopies of signatures as evidence of the execution and delivery of this Letter Agreement by such party to the same extent that an original signature could be used.

[signature page follows]

Qualcomm Incorporated	Apple Inc.	
By: Name: Title:	By: Name: Title:	
Qualcomm Technologies, Inc.		
By: Name: Title:		

Acknowledged and agreed by their duly authorized representatives as of the date first set forth above:

Acknowledged By:
Qualcomm CDMA Technologies Asia-Pacific Pte Ltd.
By: Name: Title:

PUBLIC VERSION

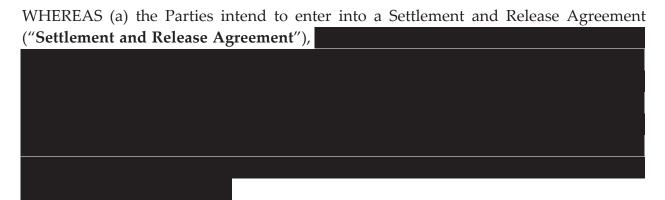
EXHIBIT I

GLOBAL PATENT LICENSE AGREEMENT

This Global Patent License Agreement (the "Agreement") is entered into effective as of April 1, 2019 (the "Effective Date") between Qualcomm Incorporated, a Delaware corporation ("Qualcomm"), on the one hand, and Apple Inc., a California corporation ("Apple"), on the other hand.

RECITALS

WHEREAS, the Parties have been engaged in licensing discussions and patent-related litigation and actions worldwide;



WHEREAS the Parties and their Affiliates desire a full, final, complete and global settlement of the litigation and actions that are the subject of the Settlement and Release Agreement and to grant one another certain licenses, releases and other rights, all on the terms and conditions set forth herein.

AGREEMENT

For the consideration herein and in light of the above premises, the sufficiency of which is acknowledged by each Party, the Parties agree as follows:

1. CONSTRUCTION AND DEFINITIONS.

Section headings used in this Agreement are inserted for the purpose of convenience only and are not intended to affect the meaning or interpretation of any provision in this Agreement. Unless expressly stated otherwise, references in this Agreement to "Sections" mean sections of this Agreement and include all subsections thereof and references in this Agreement to "Exhibits" mean exhibits to this Agreement. For the purpose of the construction and interpretation of this Agreement, the words

"including," "include," "includes," and "such as" are not terms of limitation, but rather will be deemed to be followed by the words "without limitation," and the words "hereby," "herein," "hereof," and "hereunder" refer to this Agreement as a whole. All references to "\$" or "dollars" shall mean United States dollars. All references to days (other than business days) in this Agreement mean calendar days and all references to quarters mean Apple's fiscal quarters. References to "third party" or "third parties" mean any Person other than either Party or any Affiliate of either Party. Whenever a Party's or its Affiliates' approval or consent is required under this Agreement, such Party or Affiliate may grant or withhold its consent, or impose conditions on granting its consent, in its absolute discretion without any requirement to act reasonably, unless expressly stated otherwise. Capitalized terms used in this Agreement that are not defined elsewhere in this Agreement are defined in Exhibit 1 or <a href="Exhib

2. TERM OF AGREEMENT.

This Agreement will take effect on the Effective Date and will continue in full force and effect until the earlier of (a) or, if Apple exercises its extension rights pursuant to this Section 2, or (b) any earlier termination of this Agreement in accordance herewith (the "Term"). Apple has a one-time right, but not obligation, exercisable by written notice to Qualcomm on or before to extend the Term of this Agreement through

3. GRANTS BY APPLE TO QUALCOMM.

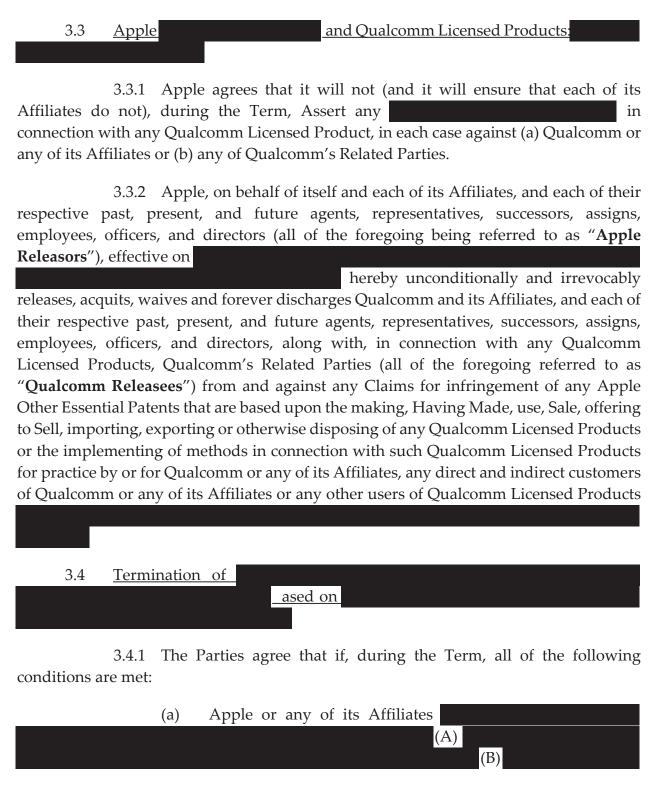
and Qualcomm Licensed Products:

License Grant. Apple, on behalf of itself and each of its Affiliates, hereby grants to Qualcomm and each of its Affiliates, during the Term, a personal, worldwide, nontransferable (except as set forth in Section 10), nonexclusive, irrevocable (except as set forth in Section 9) license, without the right to sublicense, solely under any Apple to make, Have Made, import, export, use, Sell, offer to Sell or otherwise dispose of any Qualcomm Licensed Products as well as to implement methods in connection with such Qualcomm Licensed Products for practice by or for Qualcomm or any of its Affiliates or any other users of Qualcomm Licensed Products.

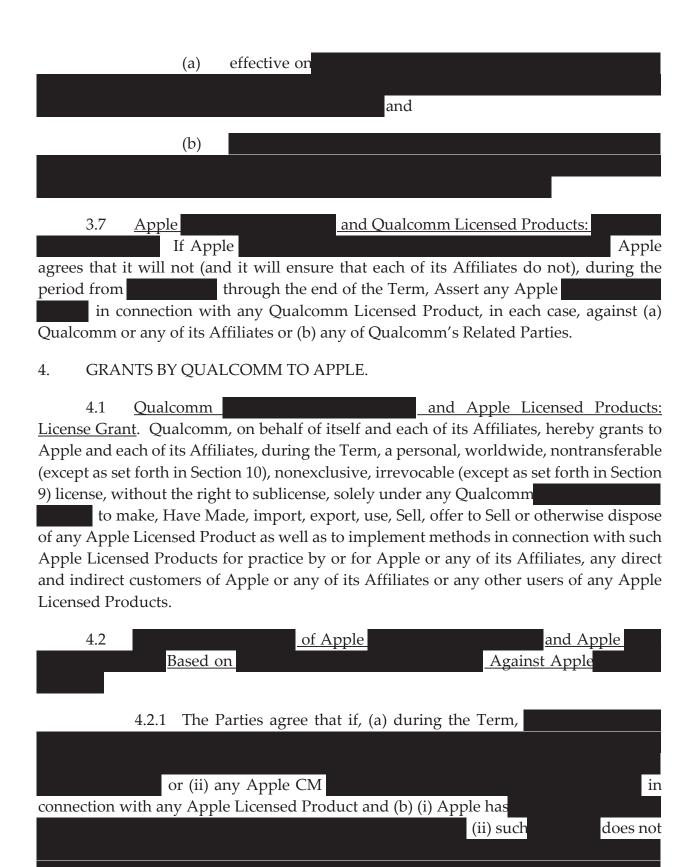
3.2 <u>and Qualcomm Licensed Products: License Grant.</u> Apple, on behalf of itself and each of its Affiliates, hereby grants to Qualcomm and each of its Affiliates, during the Term, a personal, worldwide, nontransferable (except as set forth in Section 10), nonexclusive, irrevocable (except as set forth in Section 9), license,

to make, Have Made, import, export, use, Sell, offer to Sell or otherwise dispose

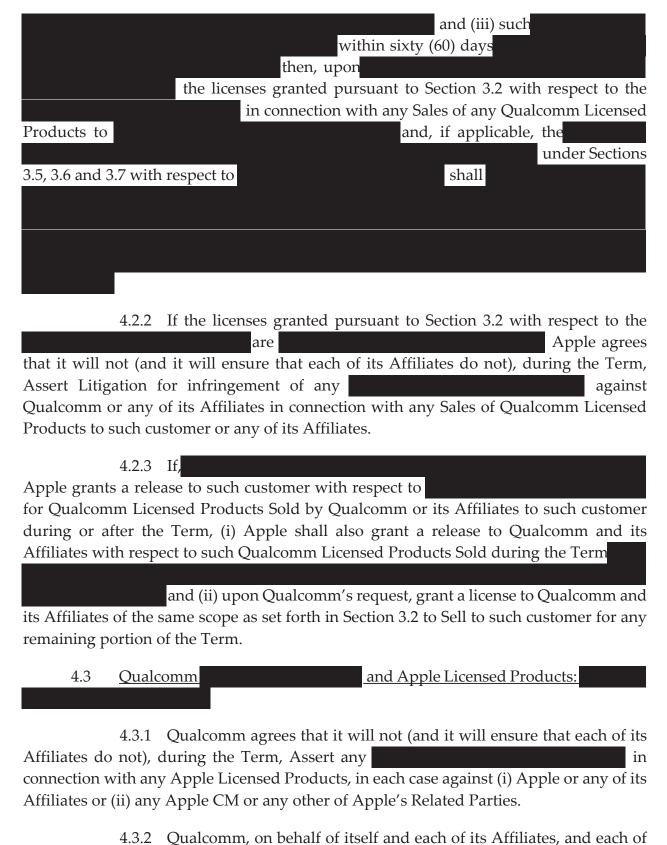
of any Qualcomm Licensed Products as well as to implement methods in connection with such Qualcomm Licensed Products for practice by or for Qualcomm or any of its Affiliates, any direct and indirect customers of Qualcomm or any of its Affiliates or any other users of Qualcomm Licensed Products.



in connection with any Qualcomm Licensed Products; and (b) (i) Qualcomm has identified in a written notice to Apple and (ii) (A) Apple or its Affiliates or (B) then automatically without any action being required of either Party or its Affiliates, (i) and (ii) the obligations to it being understood that and Qualcomm Licensed Products: 3.5 <u>Apple</u> Apple shall provide Qualcomm with notice at least six (6) months prior to Apple or any of its Affiliates Such notice shall only state that and Qualcomm Licensed Products: 3.6 Apple Apple, on behalf of itself and its Affiliates, and each of their respective Apple Releasors, hereby unconditionally and irrevocably releases, acquits, waives and forever discharges Qualcomm, each of its Affiliates and each of their respective Qualcomm Releasees from and against any Claims for infringement of any that are based upon the making, Having Made, use, Sale, offering to Sell, importing, exporting or otherwise disposing of Qualcomm Licensed Products or the implementing of methods in connection with such Qualcomm Licensed Products for practice by or for Qualcomm or any of its Affiliates, any direct and indirect customers of Qualcomm or any of its Affiliates or any other users of Qualcomm Licensed Products:



within thirty (30) days after



their respective past, present, and future agents, representatives, successors, assigns,

employees, officers, and directors (all of the foregoing being referred to as "Qualcomm
Releasors"), effective on
hereby unconditionally and irrevocably releases, acquits, waives and forever discharges Apple and each of its Affiliates, and each
of their respective past, present, and future agents, representatives, successors, assigns,
employees, officers, and directors along with, in connection with any Apple Licensed
Products, Apple's Related Parties (all of the foregoing referred to as "Apple Releasees")
from and against any Claims for infringement of any
that are based upon the making, Having Made, use, Sale, offering to Sell, importing,
exporting or otherwise disposing of any Apple Licensed Products or the implementing
of methods in connection with such Apple Licensed Products for practice by or for Apple
or any of its Affiliates, any direct and indirect customers of Apple or any of its Affiliates or any other users of Apple Licensed Product
of any other users of Apple Licensed Froduct
4.4 Qualcomm and Apple Licensed Products:
and Tipple Electional Troduction
4.4.1 Qualcomm agrees that it will not (and it will ensure that each of its
Affiliates do not), during the Term and for so long as there has not been a Material
Payment Breach, Assert any in connection with any
Apple Licensed Product, in each case, against (a) Apple or any of its Affiliates or (b) any
Apple CM or any other of Apple's Related Parties.
4.4.2 Qualcomm, on behalf of itself and its Affiliates, and each of their
respective Qualcomm Releasors, hereby unconditionally and irrevocably releases,
acquits, waives and forever discharges Apple, each of its Affiliates and each of their
respective Apple Releasees from and against any Claims for infringement of any
that are based upon the making, Having Made, use,
Sale, offering to Sell, importing, exporting or otherwise disposing of Apple Licensed
Products or the implementing of methods in connection with such Apple Licensed
Products for practice by or for Apple or any of its Affiliates, any direct and indirect customers of Apple or any of its Affiliates or any other users of Apple Licensed Products:
customers of ripple of any of its riminates of any other users of ripple Electised Froducts.
(a)
and
(b)
\\\^*/

The Parties agree that if the conditions under Section 3.4 are met, then automatically without any action being required of either Party or its Affiliates, (i) the obligations to

(it being understood that each such and (ii) the notice obligations with respect to the terminate.

- 5. EFFECTIVENESS OF RELEASES AND STANDSTILLS; RESERVATION OF RIGHTS; NON-CIRCUMVENTION.
- 5.1 <u>Effectiveness of Releases</u>. All releases granted under this Agreement will apply irrespective of whether or not the applicable Qualcomm Releasor or Apple Releasor was aware of the applicable potential claims on the applicable date of such releases. Each of Qualcomm and Apple, having specific intent on behalf of itself and (as applicable) each other Qualcomm Releasor or Apple Releasor, to release all of the applicable claims released by them hereunder, in each case, whether known or unknown, does hereby acknowledge and expressly waive the provisions of Article 1542 of the California Civil Code (and similar provisions in other jurisdictions, whether by statute or common law) for such releases, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN, BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2

5.2.1 The Parties acknowledge and agree that irreparable damage could occur in the event that

and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the applicable grantee Party will be entitled to specific performance, including injunctive relief, as a remedy to prevent or discontinue any such breach so as to enforce specifically the performance of such Sections, and this

being in addition to any other remedy to which such applicable grantee Party may be entitled at law or in equity. The applicable granting Party hereby irrevocably waives any right to make a claim that (a) the grantee Party would not suffer irreparable harm from a breach of the control of the grantee Party would be an adequate remedy therefor, or (c) the grantee Party is not entitled to specific performance including injunctive relief as a remedy.

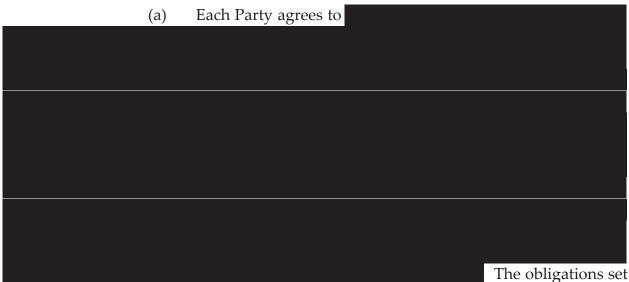
- or 4.4.2, the will not prevent the granting Party or any of its Affiliates, in Litigation for Patent infringement commenced after the expiration of the Term, from seeking past damages (to the extent permitted under applicable law) for infringement of any of the relevant Patents occurring during the Term. do not constitute or grant any license, consent or authorization to make, Have Made, import, export, use, Sell, offer to Sell or otherwise dispose of any Apple Licensed Product or any Qualcomm Licensed Product or to implement methods in connection with such Qualcomm Licensed Products or Apple Licensed Products for practice by or for a Party or any of its Affiliates, any direct and indirect customers of a Party or any of its Affiliates or any other users of Qualcomm Licensed Products or Apple Licensed Products.
- 5.3 <u>Reservation of Rights</u>. Except as expressly set forth herein, no other, further, or different license from either Party or any of its respective Affiliates to the other Party or any of its Affiliates is granted in or implied by this Agreement.

5.4 Non-circumvention.

5.4.1 Anti-Laundering. Each Party represents and warrants and agrees that the various licenses, covenants, standstills, waivers, releases, acquittals, dismissals, discharges and other rights granted in this Agreement shall travel with and follow any and all of its Patents subject to the grants under and neither Party nor any of its Affiliates shall sell, transfer or assign (including through, as a result of or in connection with any Change of Control of either Party or any Affiliate of either Party) any of such Patents unless sold, transferred or assigned pursuant to a written and enforceable agreement (a) whereby, as applicable, the acquirer of such Patents agrees (i) to comply with and be bound by such licenses, covenants, standstills, waivers, releases, acquittals, dismissals, discharges and other rights with respect to such Patents and all continuations, continuations-in-part (to the extent of common priority), divisionals, reissues, reexaminations, and other Patents claiming common priority to such Patents (to the extent of common priority) along with all foreign counterparts of and Patents issuing on the foregoing and (ii) that the non-assigning Party and each of its Affiliates shall be an intended third party beneficiary of such written agreement with standing to enforce its terms without joinder of the assigning Party or any of its Affiliates and (b) requiring all subsequent assignees do the same.

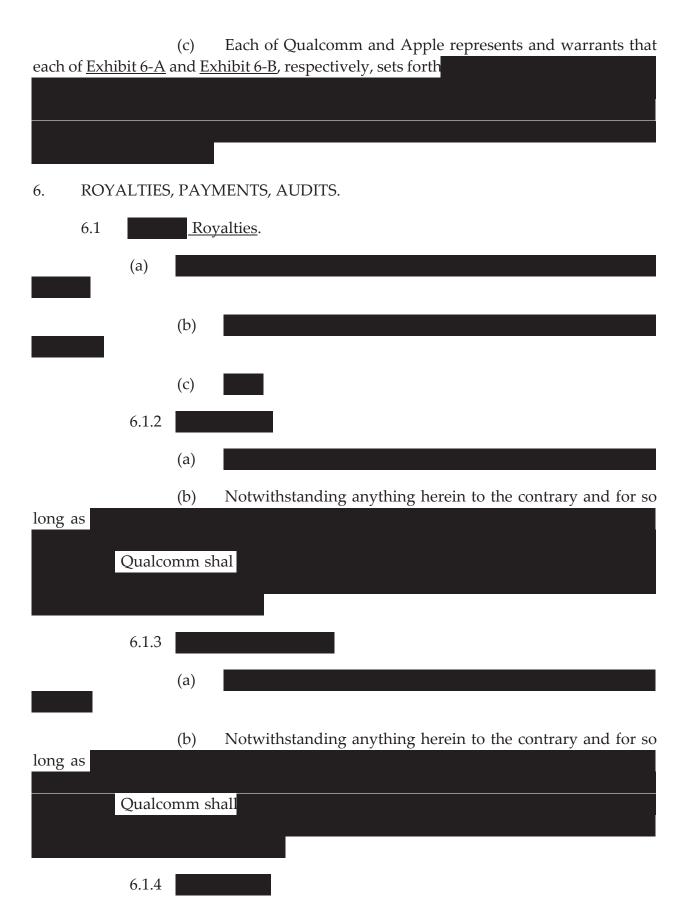
5.4.2 <u>Partial Interests</u>. Notwithstanding anything to the contrary herein, each Party, on behalf of itself and each of its Affiliates, hereby grants (and consents to the grant on behalf of itself and its Affiliates of) all licenses, covenants, standstills, waivers, releases, acquittals, dismissals, discharges and other rights under any and all of its Patents subject to the grants under in each case, as close as possible to the scope of the licenses, covenants, standstills, waivers, releases, acquittals, dismissals, discharges and other rights set forth in this Agreement to the extent it is permitted to do so without payment of consideration to a third party (other than in connection with a duty to account to, or any similar rights of, any joint owner).

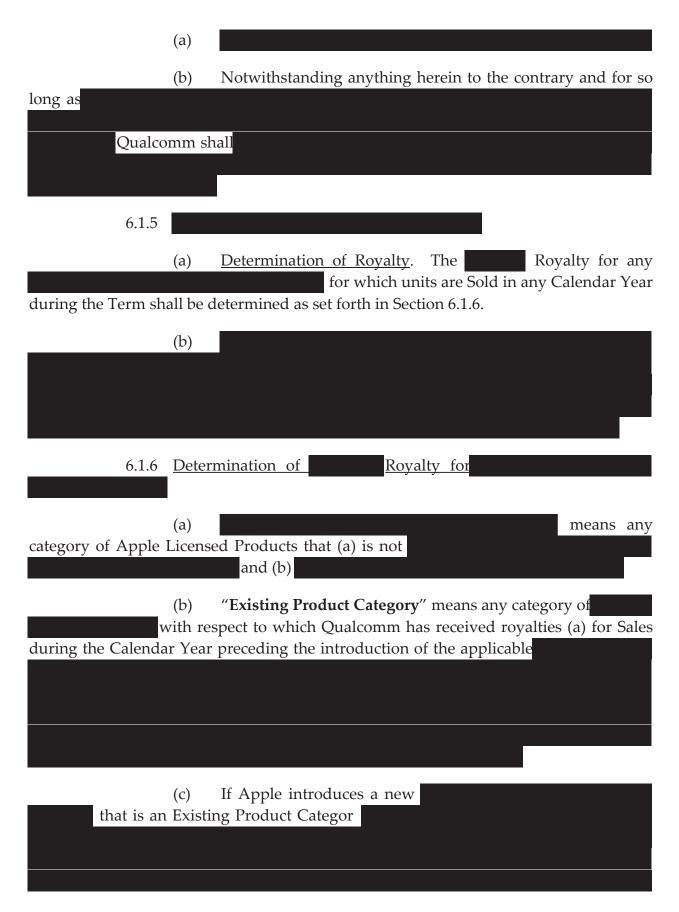
5.4.3



forth in this Section 5.4.3 shall survive any expiration or termination of this Agreement. For the avoidance of doubt, this Section 5.4.3(a) shall not apply with respect to

(b) In the event a Party becomes aware that





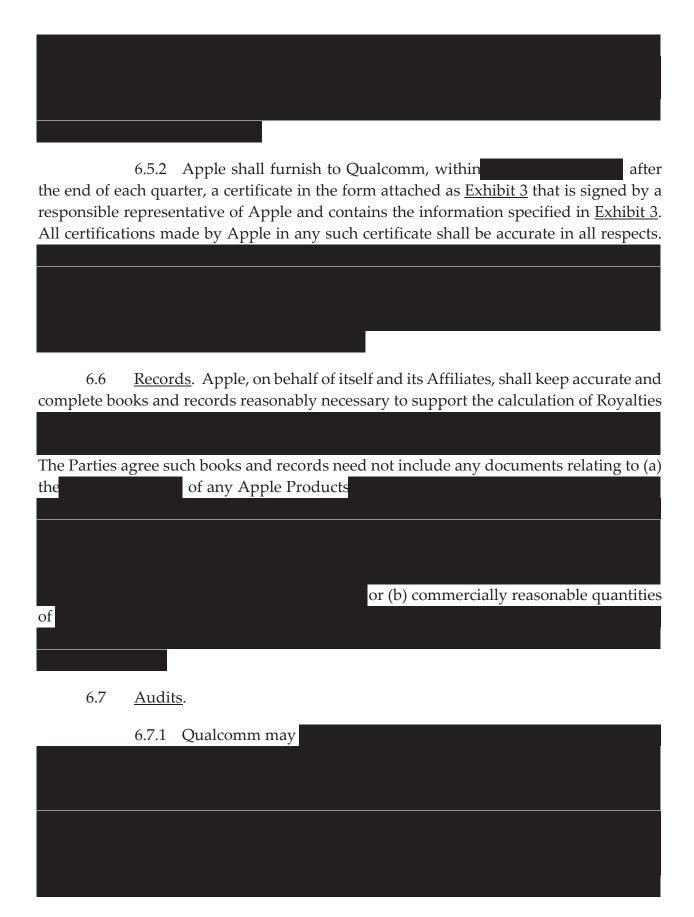
	(d)	If Apple introduces (i) a new	
established with r	(e) espect	If, at the end of the Term, a to any	Royalty has not been either Party
6.2			any time, Qualcomm publicly
announces, or ent	ers into	an agreement with a third part	y with

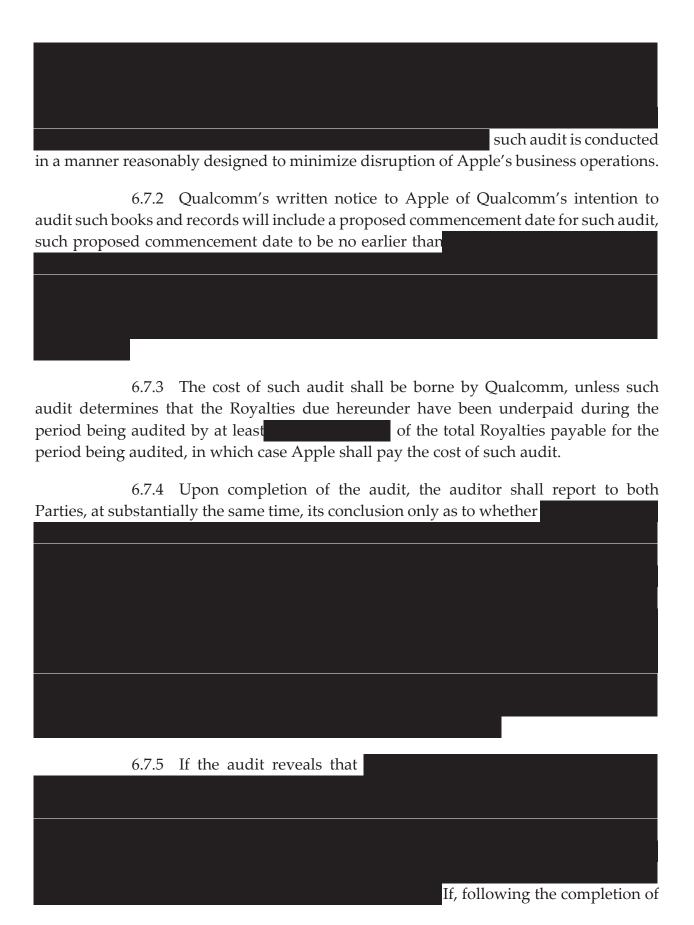
Qualcomm shall promptly provide Apple written notice of
6.3 <u>Royalties</u> .
Notwithstanding anything to the contrary herein
the Royalties payable
6.4
0.4
6.4.1 If, for any time periods during the Term,
Qualcomm or any of its Affiliates receives royalties in respect o

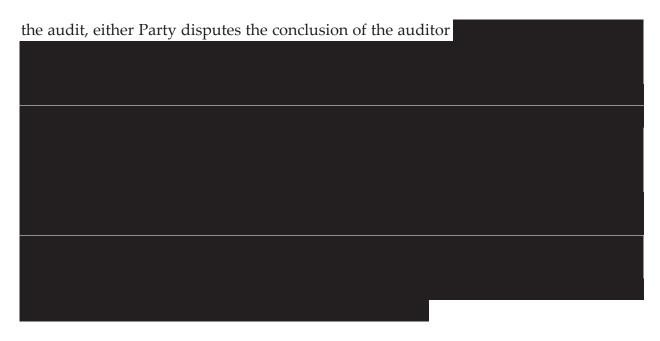
6.4.2 (a) If Apple notifies Qualcomm that Qualcomm or any of its Affiliates is (b) If Qualcomm notifies Apple that Apple or any of its Affiliates is 6.5 Quarterly Estimates and Royalty Certificates. 6.5.1 Apple shall furnish to to Apple (which Qualcomm may re-designate from time to time by giving Apple written notice thereof), within after the end of each quarter, an estimate of the Royalties due under this Agreement for such quarter Such designees shall not provide the estimate to any other Person at Qualcomm or its Affiliates unless combined and anonymized with other estimates from third parties in such a manner that precludes reverse engineering or calculation of Apple's estimate. Such designees shall be allowed to provide such estimate to Qualcomm's auditor, subject to the restrictions applicable to Qualcomm in this Section. Qualcomm and its Affiliates acknowledge that the estimates to be provided under this Section are material financial information of Apple and its Affiliates and should be treated with the highest level of confidentiality exercised by Qualcomm and its Affiliates with respect to their own

material financial information. Qualcomm shall ensure that such designees store such

estimates in an encrypted file that is password protected.







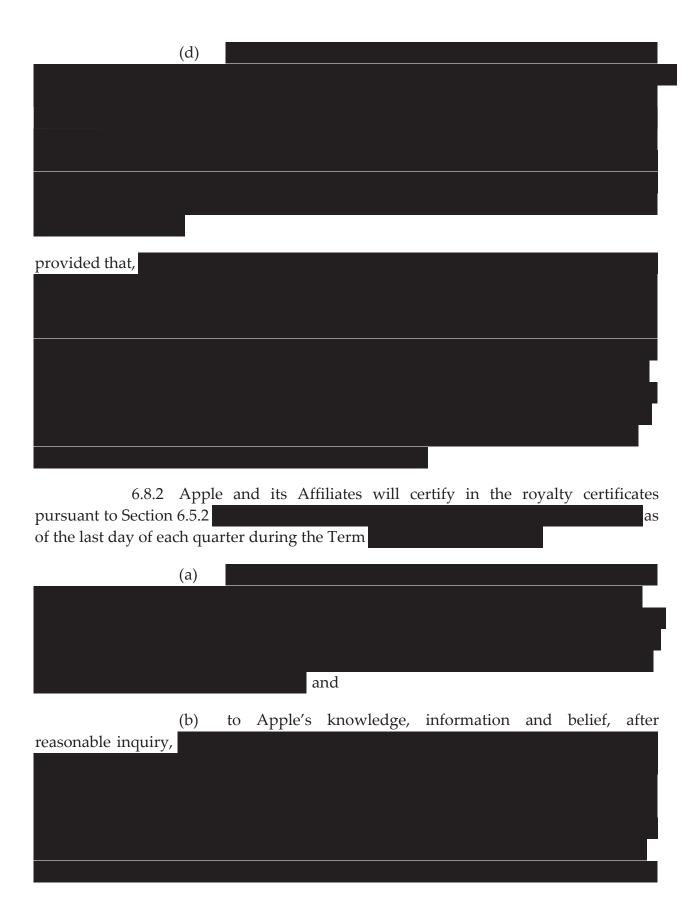
6.8 <u>Calculation and Payment of Royalties</u>.

6.8.1 For the convenience of the Parties in light of the global and changing nature of the industry and supply chains and for ease of accounting, the Royalties due under this Agreement

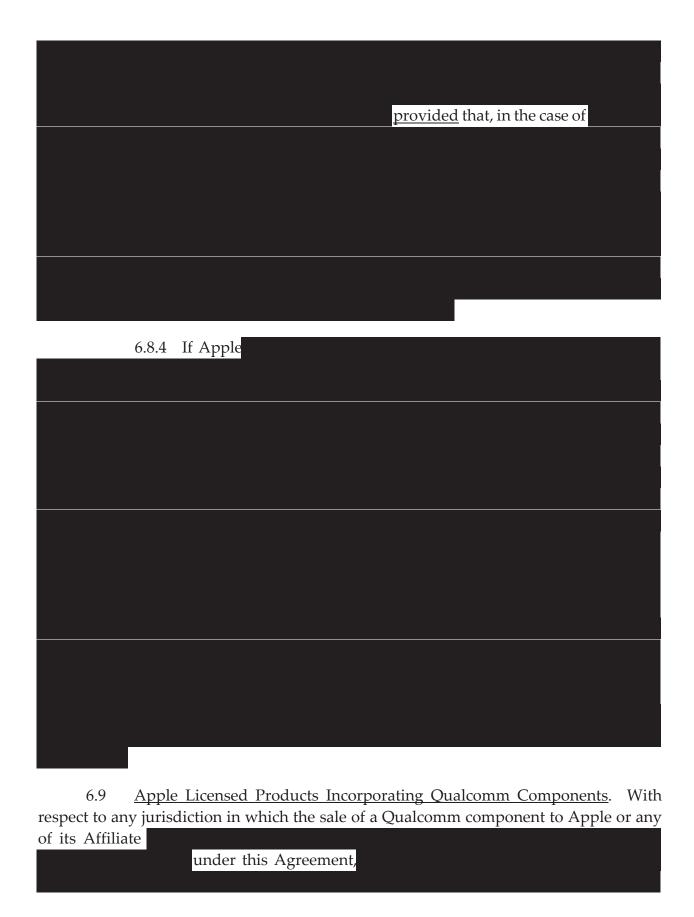
(a)

(b)

(c)



certifications set forth in ninety (90) days after the o	date in which sucl	pple will prompt n certifications w	ly (and in any ould be due, p	vevent withir rovide wri <u>tte</u> r
notice to Qualcomm of s	uch reasonable be	elief	In s	uch event,



notwithstanding any contrary terms of any other contract, agreement or arrangement that then exists between Qualcomm or any of its Affiliates, on the one hand, and Apple or any of its Affiliates, on the other hand,

For the avoidance of doubt, the application of this paragraph to an Apple Product does not render such Apple Product "unlicensed"

6.10 Payment; Wire Transfer; Taxes.

6.10.1 <u>Payment</u>.

(a) Apple shall pay to Qualcomm the Royalty payments specified in Section 6.3 no later than

(b)

Apple shall pay all prior Royalty payments specified in Section 6 due for such at the end of the then-current quarter.

6.10.2 <u>Wire Transfer</u>. Payments by Apple under this Agreement will be made by wire transfer to the following Qualcomm account (or another account subsequently designated by Qualcomm by written notice to Apple):



6.10.3 <u>Taxes</u>.

(a) All payments made (each, in such capacity, a "Payor") under this Agreement shall be made net of any applicable withholding tax, deduction or other governmental charge ("Withholding Tax"). Each Payor may deduct the amount of any such Withholding Tax from amounts payable

(each, in such capacity, a "Payee") as applicable, and remit such amount to a tax authority on behalf of the applicable Payee. Such amount shall be treated as paid to the applicable Payee pursuant to the applicable Payor's obligations under this Agreement. If a Payor remits a Withholding Tax payment to a tax authority on behalf of a Payee, then the Payor shall provide tax receipts (or copies thereof) or other evidence of such remittance to the Payee. The Parties, to the best of their knowledge as of the Effective Date, believe that, under the applicable tax rules and laws, the amounts payable under this Agreement will be exempt from any Withholding Tax. In no event shall a Payor or any of its Affiliates have any liability to a Payee or any of its Affiliates in respect of any Withholding Tax, including by reason of a Payee's inability to utilize or otherwise obtain a tax credit or other tax benefit with respect to any such Withholding Tax.

(b) Each Payee will provide the applicable Payor, prior to receiving any payment hereunder, with the reasonably requested forms or other documentation which establish the Payee's right to an exemption from, or reduction in the rate of, Withholding Tax which could be imposed on a payment hereunder, including, without limitation and for the avoidance of doubt, any taxes imposed pursuant to US Internal Revenue Code Sections 1471-1474. Such forms or documentation shall be updated when necessary or upon request. Each Payor shall provide reasonably requested forms and other documentation specifically required pursuant to US Internal Revenue Code Section 250; provided that this sentence shall not be construed to require a Payor or any of its Affiliates to provide or make available any information it deems confidential or commercially sensitive or that is otherwise available under this Agreement or in public filings.

6.11 <u>U.S. Dollars</u>. All payments to be made hereunder must be made in dollars of the United States of America and by wire-transfer of immediately available funds to an account designated by the payee.

6.12 <u>Overpayment Claims</u>. Qualcomm will credit to Apple, and deduct from and against the immediately following future Royalty payments due hereunder, the amount of any overpayment of Royalties made hereunder in error if such overpayment is identified and explained (to the reasonable satisfaction of Qualcomm) in a written

notice from Apple to Qualcomm delivered no later than of the payment that included such alleged overpayment.

after the due date

6.13 <u>Late Charge</u>. Each Party may charge the other Party a late charge with respect to any amounts (including Royalties and audit fees) that such Party owes hereunder and fails to pay on or before the due date, in an amount equal to

Such Late Charges will be due and payable by the paying Party at the end of each month following the due date of such past due amount until such past due amount has been paid in full. The Parties agree that any such Late Charges are administrative in nature and are intended to defray the applicable Party's costs in processing and handling late payments.

7. CONFIDENTIALITY AND PUBLICITY.

- 7.1 The Parties and each of their respective Affiliates (a) shall hold this Agreement (including its Exhibits and its terms and conditions), along with all correspondence and information shared hereunder or relating to this Agreement that is not or has not become public, but not the existence hereof, as strictly confidential and (b) agree to refrain from disclosing any of the foregoing now or hereafter to any third party, unless such disclosure is:
- 7.1.1 necessary to effectuate, enforce or otherwise perform the licenses, covenants, standstills, releases, waivers, acquittals, dismissals, discharges and other rights granted with respect to any
- 7.1.2 authorized in writing and in advance by the other Party (email being sufficient if, in the case of Apple, such email is sent by an employee of Apple who is at the level of director (or above) and if, in the case of Qualcomm, such email is sent by an employee of Qualcomm who is at the level of Senior Director (or above));
- 7.1.3 (a) made in confidence to a Party's or any of its Affiliates' own legal counsel or independent auditors; (b) made in confidence to a Party's or any of its Affiliates' legal and financial advisors that are under a duty not to disclose this Agreement to any third party; or (c) in the form of the summary attached as <u>Exhibit 4</u> and/or a copy of Sections 9, 10 and 11 hereof (and all definitions reasonably required to

interpret such summary and/or Sections) to the outside counsel or outside legal advisors of a bona fide potential purchaser of a Party in a significant corporate merger, acquisition or equity exchange involving such Party or substantially all of the equity or assets of its business to which this Agreement relates, provided that such bona fide potential purchaser are first duly bound by a written non-disclosure agreement not less protective than the terms of this Section 7 (which shall include a requirement that the potential purchaser instruct its outside counsel to keep the information in such summary confidential) and is required to destroy such summary if such purchase is not consummated.

- 7.1.4 made during the course of litigation, arbitration or a governmental regulatory proceeding to support a claim, counterclaim or defense of a Party or any of its Affiliates or in response to a subpoena, discovery request, rule or valid order or formal request of a court, arbitration body or any other Governmental Authority;
- 7.1.5 solely as to the terms and conditions of this Agreement, in response to an informal request of a Governmental Authority;
- 7.1.6 required for compliance with mandatory applicable law(s), regulation(s), rule(s) or order(s) of any Governmental Authority of competent jurisdiction, including applicable securities law;



- 7.2 With respect to the foregoing Sections 7.1.5 and 7.1.6 (other than with respect to any disclosures required for compliance with applicable securities laws), such disclosing Party or its Affiliates shall, to the extent legally permissible: (a) provide the other Party and its Affiliates with written notice of such disclosure sufficiently prior to providing such disclosure; and (b) use all reasonable efforts to limit the disclosure of the terms and conditions of this Agreement or other confidential information of such other Party or its Affiliates, and to obtain a protective order or other confidential treatment with respect thereto and comply with all reasonable requests of the other Party in connection therewith. With respect to the foregoing Section 7.1.4, the foregoing (a) and (b) shall apply and in addition, such disclosing Party and its Affiliates shall, to the extent legally permissible, use all reasonable efforts to limit the disclosure to outside counsel or outside legal advisors that are under a duty not to disclose any such information. If any information that would otherwise be subject to the confidentiality restrictions of this Section 7 becomes generally available to the public other than as a result of a disclosure by a Party hereto in violation of this Section 7, such information shall no longer be subject to such confidentiality restrictions.
- 7.3 Notwithstanding anything to the contrary in this Section 7, each Party and its respective Affiliates shall be permitted to (a) make any public statement regarding this Agreement; provided that neither Party may disclose the specific terms and conditions of this Agreement except as permitted by Sections 7.1 and 7.2 and (b) make separate press releases as mutually agreed by the Parties.

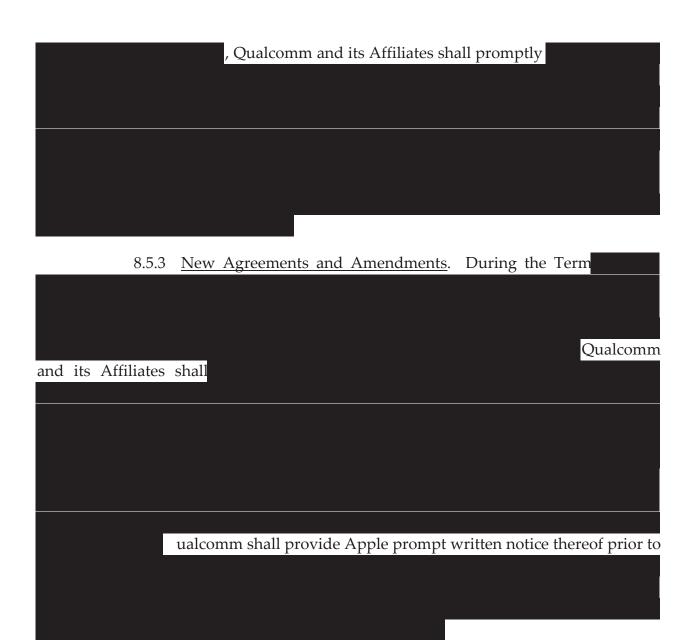
8. REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS.

8.1 Nothing in this Agreement will be construed as: (a) requiring the filing or prosecution of any Patent application, the securing of any Patent, or the maintaining of

any Patent in force; (b) a warranty, representation or acknowledgement by either Party or its Affiliates as to the validity, infringement, liability, scope or otherwise of any Patent, copyright, or other intellectual property right or otherwise or the consideration herein; (c) a warranty or representation that any manufacture, sale, lease, use, or importation will be free from infringement of any Patents, copyrights, or other intellectual property rights of others; (d) an agreement to bring or prosecute actions or suits against third parties for infringement; (e) an obligation to furnish any technical documentation or manufacturing assistance; (f) conferring any right to use (in advertising, publicity, or otherwise) any name, trade name, or trademark, or any contraction, abbreviation, or simulation thereof; (g) any obligation to assign or share any title to or other like interest in any Patent; (h) any agreement by or obligation of either Party or its Affiliates to defend any action or suit brought by a third party which challenges or concerns the validity, infringement or enforceability of any Patents of such Party; or (i) any limitation on either Party to engage in any business activities. The terms of this Section 8.1 will survive any termination or expiration of this Agreement.

- 8.2 Each Party represents, warrants and covenants to the other Party that:
- 8.2.1 it is a validly existing business and in good standing under the laws of its respective jurisdiction of domicile;
- 8.2.2 has all requisite legal right, power, authority and competence to execute, deliver and perform and cause its Affiliates to perform this Agreement;
- 8.2.3 such Party's execution, delivery and performance of this Agreement has been fully authorized by all necessary corporate and other actions;
- 8.2.4 neither the execution nor performance of this Agreement shall violate any law, statute, regulation, injunction, judgment, administrative order or other restriction by any judicial or other governmental authority or contract to which such Party or any of its Affiliates or any of its or their properties or assets are subject or any provision of the articles of association or bylaws of such Party or any of its Affiliates;
- 8.2.5 it has the power to bind each of its Affiliates to the extent required for such Affiliate to perform its obligations under this Agreement;
- 8.2.6 it has not granted and shall not grant any rights, under its Patents or otherwise, that would conflict with or prevent the rights granted to the other Party and its Affiliates and their respective products and services hereunder; and
 - 8.2.7 it does not have any Joint Patent Entities.

8.3	Qualcomm represents, warrants and covenants to Apple that
8.4	Each Party acknowledges and agrees that
8.5	Covenants Regarding Apple
	8.5.1 Apple Licensed Products
	(a) Qualcomm and its Affiliates hereby represent and warrant
that, as of th	ne Effective Date,
	(b) Notwithstanding the foregoing, this Section 8.5 shall not
preclude Q	ualcomm and its Affiliates from
	8.5.2 <u>Covenant to</u>
	During the Term



8.6 <u>No Product and Service Representations and Warranties</u>. Other than as expressly set forth in this Agreement, neither Party nor its Affiliates makes any representations, extends any warranties of any kind, either express or implied, or assumes any responsibilities whatsoever hereunder with respect to the manufacture, sale, lease, use, importation or disposition of any product, service or component thereof by or on behalf of the other Party or any of its Affiliates.

8.7 If Apple Apple Apple shall not be subject to any

	8.8	Non-Patent	Intellectual	Property.	This	Agreement	does n	ot gran	t any
releas	es, licer	nses or other r	rights to any	copyrights,	trade	marks, trade	secrets	or other	non-
patent	t intelle	ctual propert	y rights own	ned or contr	olled	by either Pa	rty or its	s Affilia	tes.

9	TERMINATION.
✓ •	

Termination for Cause by Qualcomm may terminate this Agreement, by written notice to Apple	

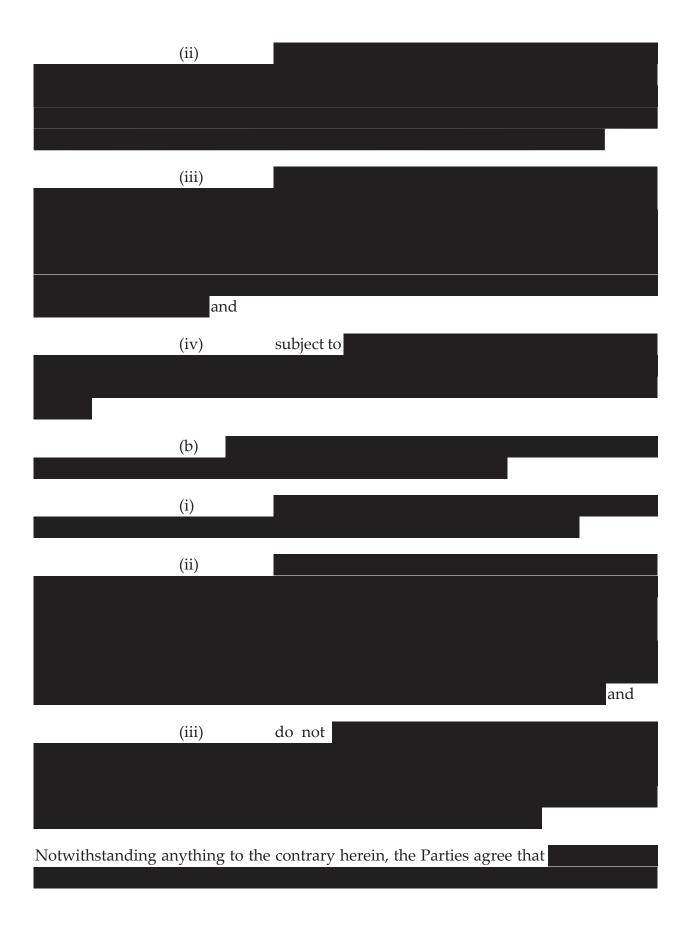
9.2	Termination for Cause by Apple. Apple may terminate this Agreement, by	y
written not	e to Qualcomm,	

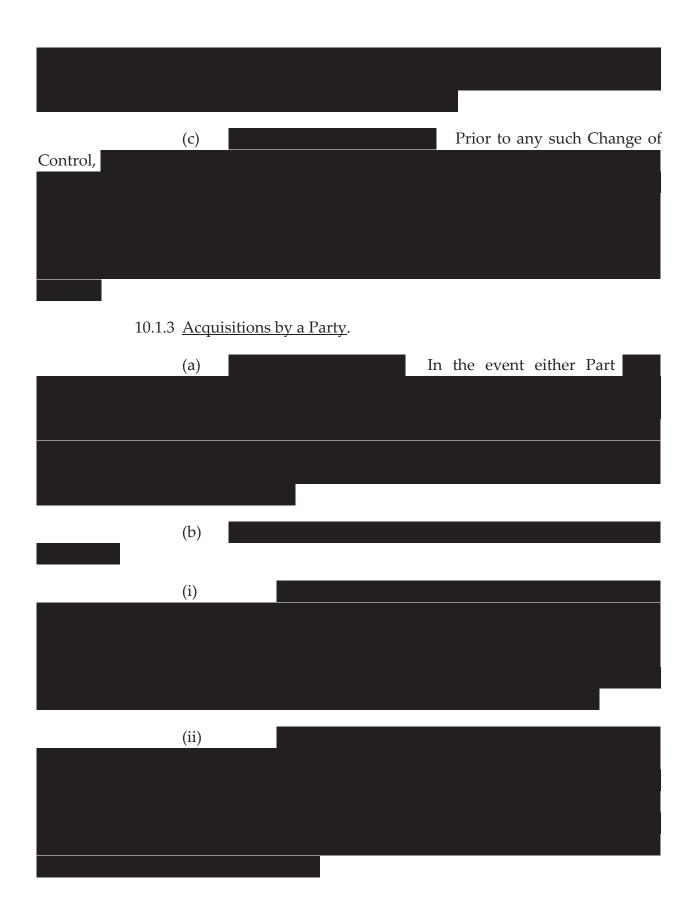
9.3 <u>Termination due to Bankruptcy, Dissolution, or Liquidation</u>. A Party shall provide written notice to the other Party immediately upon the occurrence of any of the following events (each, an "Event") concerning the first Party or any of its Affiliates:

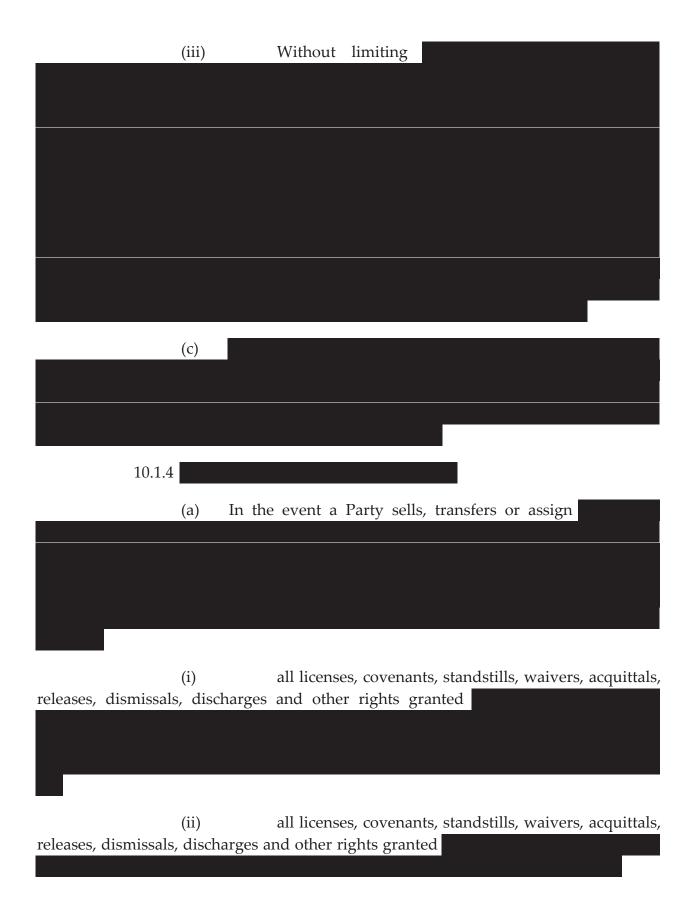
such Affiliate dismissals a	ffiliate of either Party becomes the subject of an Event, all rights granted to e under or pursuant to this Agreement (other than releases, acquittals, and discharges granted prior to the occurrence of such Event) will terminate upon the expiration of
automancany	terminate upon the expiration of
9.4	Termination Upon Mutual Agreement.
9.5	Rights and Obligations upon Termination or Expiration.
	9.5.1 Upon any termination or expiration of this Agreement in accordance
with its terms	5,
	9.5.2 Notwithstanding anything to the contrary in Section 9.5.1:
relieve Appl	(a) Any termination or expiration of this Agreement will not (i) e from its obligations to
prejudice Ou	(b) Any termination or expiration of this Agreement will not alcomm's right to
prejudice Qui	
for so long as	(c) Following any termination or expiration of this Agreement,
for so long as	s (i) Qualcomm
	(ii) the Parties have not entered into

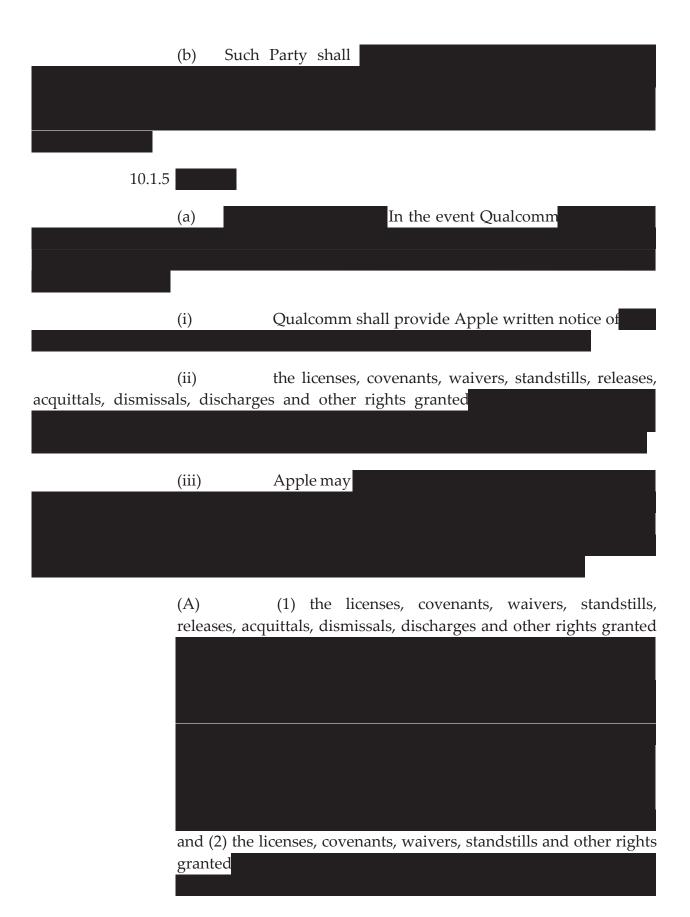
(d)		Qualcomm agrees not to
	e or that contemplat	The provisions in this Agreement te performance, in whole or in part, Agreement

10.	ASSIGNMENT; DIVESTED AFFILIATES; AND CHANGE OF CONTROL.
perm	10.1.1 <u>Assignment</u> . This Agreement shall be binding upon and shall inure e benefit of each Party, each of its Affiliates and their respective successors and litted assigns and any administrator, liquidator, receiver, supervisor, trustee or ar officer of any of the foregoing Persons.
	10.1.2 <u>Change of Control</u> .
as ap	(a) In the event of Change of Control of a Party or a Spun-Out Entity (such Party or Spun-Out Entity, oplicable, along with each of its Subsidiaries existing immediately prior to such age of Control, the "Acquired Party"):
	(i)



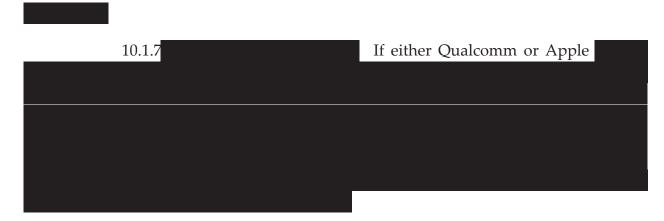






	(D) (1) tle	a licenses covenants vicivers standstills releases
		e licenses, covenants, waivers, standstills, releases, smissals, discharges and other rights granted
		and (2) the licenses,
		waivers, standstills, releases, acquittals, dismissals, and other rights granted
	discharges a	nd other rights granted
	(iv)	
and		
	(v)	prior to or concurrently with
	(b)	In the event Qualcomm
		If the event Qualconin
	(i)	Qualcomm shall provide Apple written notice of
	(ii)	this Agreement shall be deemed

(iii) with respect to the rights granted to Qualcomm Inc. and its Affiliates,
and its Anniates,
(iv) prior to or concurrently with
(c) <u>General Acknowledgements</u> . Each of
Qualcomm agrees that it shall
None of the



11. GENERAL

11.1 Severability.

11.1.1 If any provision or subpart of a provision in this Agreement, or this Agreement itself, is specifically held by a court, Governmental Authority or arbitral tribunal (in each case of competent jurisdiction) to be invalid or unenforceable pursuant to a written decision or order specifically addressing such provision, subpart or this Agreement (such provision, subpart or this Agreement, as the case may be, the "Invalid Provisions"), then:

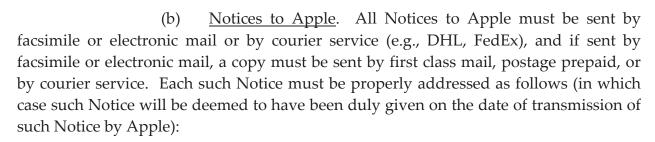




- 11.2 <u>Non-Waiver</u>. No waiver of the terms and conditions of this Agreement, or the failure of either Party strictly to enforce any such term or condition on one or more occasions, will be construed as a waiver of the same or of any other term or condition of this Agreement on any other occasion. A waiver of any right or remedy under this Agreement will be binding on a Party only if it is expressly stated in a written document that (a) specifically refers to this Agreement and expressly states such Party's intent to waive one or more rights or remedies under this Agreement, and (b) is signed by an authorized representative of such Party (which in the case of Qualcomm, will be only the CEO of Qualcomm, or an authorized representative of the Qualcomm Technology Licensing Division, and in the case of Apple, will be a representative of Apple Inc. who is at the level of Vice President or above).
- 11.3 Notices and Other Communications. All notices, requests, demands, consents, agreements, reports, certificates, estimates and other communications required or permitted to be delivered, or otherwise intended to have legal effect, under this Agreement (a "Notice") must be provided in writing and in English and must be sent to the Party to whom it is to be delivered as provided in this Section 11.3. Each Party may change its address for receipt of Notices by providing a Notice of the new address to the other Party in accordance with this Section 11.3, and each Party shall change its address for receipt of Notices if such address is no longer used by such Party. If a Notice that is delivered by a Party to the other Party hereunder applies to activities performed by any of such other Party's Affiliates, such Notice will be deemed to also be delivered by the delivering Party to such other Party's Affiliates on the same date that such Notice is delivered by the delivering Party to such other Party.
- (a) <u>Notices to Qualcomm</u>. All Notices to be delivered by Apple pursuant to Section 6.5 must be sent to Qualcomm by electronic mail to the following email address: qtl.royalty@qualcomm.com (in which case such Notice will be deemed to have been duly provided on the date of transmission of such Notice by Qualcomm). All other Notices to Qualcomm must be sent by facsimile or by courier service (e.g., DHL, FedEx), and if sent by facsimile, a copy must be sent by first class mail, postage prepaid, or by courier service. Each such Notice must be properly addressed as follows (in which case such Notice will be deemed to have been duly given on the date of receipt of such Notice by Qualcomm):



with copies sent to:





11.4 Applicable Law; Dispute Resolution.

11.4.1 <u>Applicable Law</u>. Except as set forth in Section 11.1.4, this Agreement is made and entered into in the State of California and will be governed by and construed and enforced in accordance with the laws of the State of California without regard to conflicts of laws principles.

11.4.2 <u>Dispute Resolution</u>.

(a) The Parties shall make every effort to settle amicably any and all disputes, controversies, conflicts and claims arising out of this Agreement, the performance or non-performance or timely performance of the obligations set forth herein or asserted breach hereof



(e)	
(f)	The Parties hereby consent generally to
(g)	The Parties agree to
(h)	The Parties shall

- 11.5 <u>LIMITATION OF LIABILITY</u>. NEITHER PARTY NOR ANY OF ITS AFFILIATES WILL BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES FOR ANY INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT LOSSES OR DAMAGES ARISING FROM THIS AGREEMENT, OR ANY ACTIVITIES PERFORMED UNDER THIS AGREEMENT, WHETHER BASED ON AN ACTION FOR BREACH OF CONTRACT OR TORT, OR ANY OTHER THEORY OF LIABILITY.
- 11.6 <u>Attorneys' Fees</u>. In the event of any proceeding that is undertaken to enforce the provisions of this Agreement or to resolve any claim or dispute arising from or relating to this Agreement, the prevailing Party (as determined by the arbitrator or court) will be entitled to recover its reasonable attorneys' fees as fixed by the arbitrator or court.
- Entire Agreement. This Agreement was prepared and executed in the English language; no translation of this Agreement into any other language will be binding on either Party or will have any effect on the meaning or interpretation of the This Agreement and the Related Agreements set forth the entire understanding of the Parties with respect to the subject matter hereof, and replaces any prior oral or written communications, discussions or agreements between them. This Agreement can be modified or amended only by a written document that (a) specifically refers to this Agreement and expressly states the Parties' intention to amend or modify it and (b) is signed by (i) an authorized representative of Apple and (ii) the CEO of Qualcomm or an authorized representative of the Qualcomm Technology Licensing Division. For the avoidance of doubt, the Parties acknowledge and agree that a communication, whether made electronically or otherwise, containing only the typed name and/or signature block of a Party, and made without the handwritten signature of an authorized representative of a Party within a signature block in such a communication, will not be deemed to be a written document "signed" by a Party for purposes of the immediately preceding sentence.
- 11.8 <u>Independent Contractors</u>. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee or joint venture relationship between the Parties. Neither Party shall incur any debts or make any commitments for the other. There is no fiduciary duty or special relationship of any kind between the Parties to this Agreement. Each Party expressly disclaims any reliance on any act, word or deed of the other Party in entering into this Agreement.

11.9 <u>No Rule of Strict Construction</u>. Regardless of which Party may have drafted this Agreement, or any provision hereof, no rule of strict construction will be applied against either Party. Each Party and its respective counsel have reviewed and approved this Agreement, and accordingly any presumption or rule of construction permitting ambiguities to be resolved against the drafting party shall not be employed in the interpretation or application of this Agreement.

11.10 <u>Bankruptcy</u>. Subject to Section 9.3, it is the intent of the Parties and the Parties hereby agree, on behalf of themselves and their Affiliates, that

11.11 <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which is deemed to be an original but all of which constitute one and the same instrument.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the Parties

have caused this Agreement to be executed effective as of the Effective Date through their duly authorized representatives.

Apple Inc.

By:

Printed Name: Douces CVETTER

Title: ASSISTMUT SERRETARY

Execution Date: APRIL 16, 2019

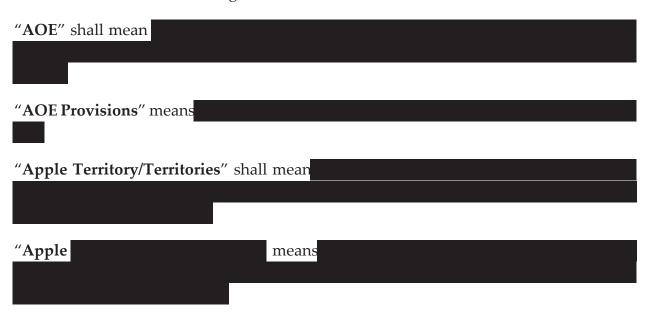
Apple Operations Europe
(solely for purposes of the AOE
Provisions)
By: Of year
Printed Name: CATHY KEARNE
Title: DIRKCTOR
Evacution Date:

Qualcomm Incorporated
By:
Printed Name: Jhn Han
Title: SVP + GM.
Execution Date: 4/16/2019

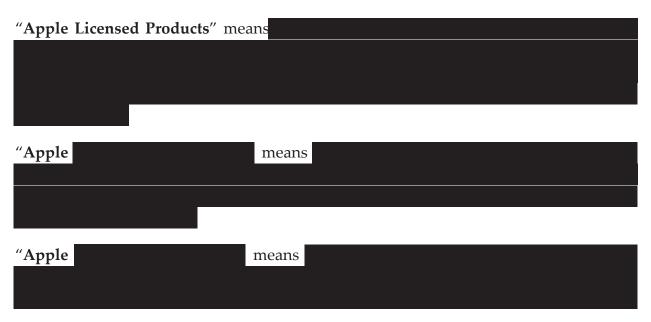
Exhibit 1

Certain Definitions

"Affiliate" means, with respect to a Person, any current or future Person at any time during the Term, that Controls, is Controlled by, or is under common Control with such first Person, for the time during which such Control exists.



"Apple CMs" shall mean all past, present and future direct and indirect contract manufacturers of Apple or any of its Affiliates or of any Apple Licensed Product or any components therefor along with all Affiliates of such contract manufacturers, including the Persons on Exhibit 8.



"Apple Products" means all past, present and future products (including hardware, software or a combination of both) and services, in each case, that are used, sold, transferred, leased, or otherwise made available by Apple or its Affiliates that, at the time of Sale or being made available by Apple or its applicable Affiliate, are identified with at least one trademark, logo, package or die marking, part number, company name or brand name of Apple or any of its Affiliates such that a direct acquirer or recipient thereof would recognize such product or service as Apple's (or its Affiliate's) product or service.

"Apple shall be "Apple means any Apple "Assert," "Asserted," and "Assertion" mean to initiate, commence, prosecute or join any Litigation for infringement of any Patents, whether alone or with co-plaintiff(s).

"Calendar Year" means each successive period of four consecutive fiscal quarters of Apple, with the first such period beginning on December 30, 2018.

means	a
means a	
means a	
means any	
"Change of Control" of a Person	means any of the following after the Effective Date:
9	



"Claim" means any cause of action or any claim of any kind in law or equity, under the law of any domestic or foreign jurisdiction, whether such claim is absolute or contingent, direct or indirect, or known or unknown.

"Control" means the direct or indirect ownership or control of fifty percent (50%) or more of the voting securities of a Person or direct or indirect possession of sole or joint power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Entity" means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, society, political party, union, company (including any limited liability company or joint stock company), firm, or other enterprise, association, organization, or legal entity.

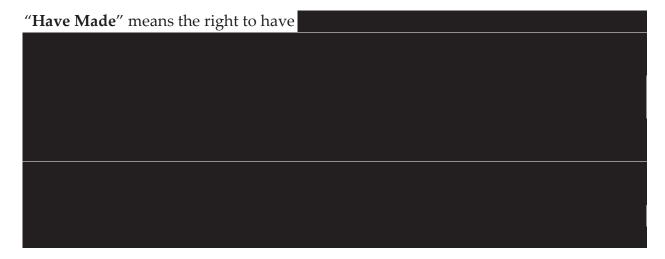
"Essential" means, with respect to a Patent claim in relation to a Standard, that

"First Assert", with respect to any Person (the "Asserting Person"), means for the Asserting Person to Assert against another Person (the "Other Person"), where:

(i) or (ii



"Governmental Authority" means any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district, or other governmental jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body, or Entity and any court or other tribunal); (d) multi-national governmental organization or body; or (e) Entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military, or taxing authority.



"iPhone" means a
"Litigation" means any litigation, action or formal procedure for the resolution of a controversy in any jurisdiction in the world in whatever form, administrative, judicial, arbitral, or otherwise.
"Party" individually means Qualcomm or Apple, and "Parties" collectively means Qualcomm and Apple.
"Patent" means any and all past, present and future worldwide patents and patent applications, including any like statutory patent rights and utility models
"Person" means any individual, Entity, or Governmental Authority.
"Qualcomm means
"Qualcomm has the meaning given to such term in
"Qualcomm Licensed Products" means
"Qualcomm means

'Qualcomm means
"Qualcomm Patents" means
'Qualcomm Products" means
"Related Agreements" means the
"Related Party" means
"Senior Representative" means, with respect to a Party, the officers of such Party or their designees.
"Smartphone" means
"Sold," "Sale," "Sell," and "Selling" mean put into use, sold, leased, or otherwise transferred, and a Sale will be deemed to have occurred upon first use, shipment or invoicing, whichever occurs first.
"Standards" mean



"Subsidiary" of a Person means any other Person that is Controlled by such first Person.

Exhibit 2

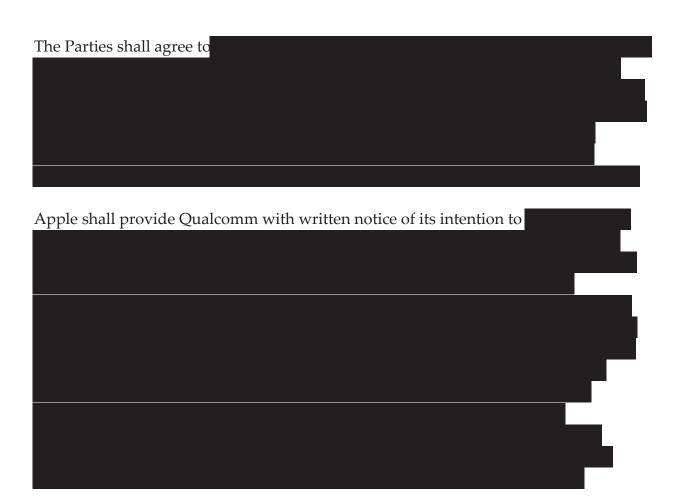


Exhibit 3

Royalty Certificate

[Attached]

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing JOINT MOTION TO SUPPLEMENT THE PARITES' AMENDED JOINT MOTION TO TERMINATE THE INVESTIGATION PURSUANT TO SETTLEMENT AGREEMENT (PUBLIC VERSION) was served to the parties, in the manner indicated below, this 8th day of August 2019:

The Honorable Lisa R. Barton

▼ VIA ELECTRONIC FILING

Secretary

U.S. INTERNATIONAL TRADE COMMISSION

500 E Street, SW, Room 112-A

Washington, DC 20436

The Honorable MaryJoan McNamara

Administrative Law Judge

U.S. INTERNATIONAL TRADE COMMISSION

500 E Street, SW

Washington, DC 20436

Lisa Murray

Paul Gennari

Investigative Attorney

Office of Unfair Import Investigations

U.S. INTERNATIONAL TRADE COMMISSION

500 E Street, SW

Washington, DC 20436

☑ VIA HAND DELIVERY – 2 Copies

▼ VIA ELECTRONIC MAIL

☑ VIA ELECTRONIC MAIL

Lisa.Murray@usitc.gov Paul.Gennari@usitc.gov

COUNSEL FOR RESPONDENT APPLE, INC.

Indranil Mukerji, Esq. FISH & RICHARDSON P.C. 901 15th Street, NW, 7th Floor Washington, DC 20005

▼ VIA ELECTRONIC MAIL FRService-Apple1093@fr.com Nina S. Tallon Michael D. Esch Gregory H. Lantier

WILMER CUTLER PICKERING HALE AND DORR LLP

1875 Pennsylvania Avenue, NW Washington, DC 20006

William F. Lee Joseph J. Mueller Timothy D. Syrett WILMER CUTLER PICKERING HALE AND DORR LLP

60 State Street Boston, MA 02109

Denver, CO 80202

Ben Fernandez WILMER CUTLER PICKERING HALE AND DORR LLP 1225 Seventeenth Street, Suite 2600

▼ VIA ELECTRONIC MAIL

WHApple-

Qualcomm1093ServiceList@wilmerhale.com

/s/ Bilal Iddinn, Paralegal

ADDUCI, MASTRIANI & SCHAUMBERG, L.L.P.