

O-RAN ALLIANCE

INTELLECTUAL PROPERTY RIGHTS POLICY

01-07-2022

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SECTION 1: DEFINITIONS

This Intellectual Property Rights Policy (“IPR Policy”) will apply to documents or code developed by the O-RAN ALLIANCE for the purpose of describing key components of a Radio Access Network and their interconnections and performance, including in particular, but not limited to, the functions, behaviors, and requirements for systems, subsystems, software modules, and hardware modules, and the details of the interfaces and APIs that interconnect these components to each other or to external systems and components as well as future amendments or revisions thereto, if any. Except as otherwise defined, all capitalized terms will have the meaning defined for them in the O-RAN Constitution.

The following definitions apply to this IPR Policy:

1.1 “Compliant Implementation” means any system, device, method or operation (whether implemented in hardware, software or combinations thereof) that fully conforms to a Final Specification.

1.2 “Specification Contribution” means a proposed submission by a Member, Contributor or Academic Contributor proposing a Draft Specification or an addition to or modification of a Draft Specification, that is submitted to the O-RAN ALLIANCE by a Member, Contributor or Academic Contributor either: (a) in writing (including writing in electronic medium) and clearly marked as a contribution, or (b) orally, so long as the contribution is: (i) memorialized in substance in the formal written minutes of the meeting where it was proposed, (ii) correctly attributed in the meeting minutes to the Member, Contributor or Academic Contributor, and (iii) not withdrawn (but may be corrected in writing) by the Member, Contributor or Academic Contributor before or at the time that the meeting minutes are approved at a subsequent meeting.

1.3 “Work Product Contribution” means a Work Product or an addition to or modification of a Work Product that is submitted to the O-RAN ALLIANCE by a Member, Contributor or Academic Contributor.

1.4 “Draft Specification” means a document in development or under consideration for adoption as a Final Specification, including amendments to existing Final Specifications which amendments have not been adopted and approved for release by the O-RAN ALLIANCE in accordance with Section 2.

1.5 “Final Specification” means a document designated by the O-RAN ALLIANCE as a “Final Specification” that has been adopted and approved for release by the O-RAN ALLIANCE in accordance with Section 2.

1.6 “Necessary Claims” means those claims of all present and future patents and patent applications, other than design patents and design registrations, throughout the world, which (i) are owned or otherwise licensable by a Member, Contributor or Academic Contributor during the term of its Member-, Contributor- or Academic Contributor-ship; (ii) such Member, Contributor or Academic Contributor has the right to grant a license without the payment of consideration to a third party; and (iii) are necessarily infringed by a Compliant Implementation (without considering any Specification Contributions not included in the Final Specification). A claim is necessarily infringed only when it is not possible on technical (but not commercial) grounds, taking into account normal technical practice and the state of the art generally available at the date any Final Specification was published by the O-RAN ALLIANCE or the date the patent claim first came into existence, whichever last occurred, to make, sell, lease, otherwise dispose of, repair, use or operate a Compliant Implementation without infringing that claim. For the avoidance of doubt in exceptional cases where a Final Specification can only be implemented by technical solutions, all of which infringe patent claims, all such patent claims shall be considered Necessary Claims.

1.7 “FRAND” means Fair, Reasonable and Non-discriminatory.

1.8. “Work Product” means any document (excluding code or software that is subject to an existing license at the time of contribution) that is not a Draft or Final Specification or a Specification Contribution.

SECTION 2: SPECIFICATION REVIEW AND NOTICE

2.1 Draft Specifications review

The “Technical Steering Committee” chartered by the Board of Directors will have the responsibility for drafting and developing the Draft Specifications. At such time as the Technical Steering Committee determines that a Draft Specification is ready for final review, the Technical Steering Committee will send the Draft Specification to the Board of Directors for their approval. If the Board of Directors approves the Draft Specification, they will send complete copies of the Draft Specification to all Members, Contributors and Academic Contributors for review. Each Member, Contributor or Academic Contributor will have a period of at least sixty (60) days pursuant to Section 4.4, beginning from the date that the Board of Directors sends the Draft Specification to the Members, Contributors and Academic Contributors for review, to elect its licensing commitments pursuant to Sections 2.2, 2.3, 4.4 and 4.5. If the Board of Directors

does not approve such Draft Specification, the Draft Specification is returned to the Technical Steering Committee.

2.2 Commitments to Contributions and Draft Specifications

a) Each Member, Contributor or Academic Contributor is deemed to be bound to the licensing commitments in Section 4.1, with the right to compensation (subject to an alternative election as per Section 4.1), with respect to its Specification Contributions to a Draft Specification that are substantively incorporated into a Final Specification. Any Member, Contributor or Academic Contributor making a Specification Contribution to any Draft Specifications may submit an IPR Withhold Notice during the 60 day draft review period (see Section 4.4) in respect of other parts of the Draft Specifications for which it has not made a Specification Contribution that is substantively incorporated in the Final Specification.

b) Each Member, Contributor or Academic Contributor agrees to make licensing commitments as set forth in Section 4.1 with respect to a Draft Specification, subject to Sections 2.2(a), 2.3 and 4.5. The Member, Contributor or Academic Contributor may elect, during the 60 day draft review period (see Section 4.4), its licensing commitment and shall do so as set forth in Section 4 and Appendix A (or an alternative equivalent electronic form provided by the O-RAN ALLIANCE). Such Member, Contributor or Academic Contributor is deemed to have committed to its licensing election with regard to Necessary Claims if and when the Draft Specification is approved by the Board of Directors as a Final Specification, in accordance with Section 2.5. If the Member, Contributor or Academic Contributor does not deliver a signed and completed Appendix A form (or an alternative equivalent electronic form provided by the O-RAN ALLIANCE) to the O-RAN ALLIANCE, Section 4.7 shall apply.

2.3 Withdrawal

A withdrawing Member, Contributor or Academic Contributor shall provide written notice to the Board of Directors that it withdraws from participation in the O-RAN ALLIANCE pursuant to Sections 2.9 and 2.17 of the Constitution. Subject to Section 2.2(a), for any Draft Specifications within a draft review period (see Sections 2.2, 2.4 and 4.4), the withdrawing Member, Contributor or Academic Contributor may, prior to its withdrawal, provide an IPR Withhold Notice (see Section 2.4) and/or elect its licensing commitment to any Necessary Claims, and shall do so as set forth in Section 4 and Appendix A (or an alternative equivalent electronic form provided by the O-RAN ALLIANCE). If the Member, Contributor or Academic Contributor does not deliver, prior to its withdrawal, a signed and completed Appendix A form (or an alternative equivalent electronic form provided by the O-RAN ALLIANCE) to the O-RAN ALLIANCE, such Member, Contributor or Academic Contributor shall be deemed to have elected to license, or to cause its Affiliate(s) to license, all of its Necessary Claims (including those owned by its Affiliates) under the Final Specification in question, with the terms to be as set forth in Section 4 with the right to compensation.

Subject to Section 7, such withdrawing Member, Contributor or Academic Contributor will not be committed under Section 4, for Final Specifications approved after the withdrawal of its membership, unless its Necessary Claims to those Final Specifications were: (1) implicated by a Specification Contribution made by that Member, Contributor or Academic Contributor, or

(2) implicated in a Draft Specification previously available during a draft review period (see Sections 2.2 and 2.4) during which the Member, Contributor or Academic Contributor had been such Member, Contributor or Academic Contributor but had not delivered, an IPR Withhold Notice (see Section 2.4 below) specifying such Necessary Claims in accordance with Section 4.5.

2.4 Reacting to any IPR Withhold Notice; Subsequent Draft Specification Reviews

A notice that no licensing commitment is given in accordance with Section 4.1 below (an IPR Withhold Notice) may be provided by Members, Contributors and Academic Contributors to the O-RAN ALLIANCE. Any and all IPR Withhold Notices must provide the information outlined in Section 4.5 and, if timely received by the Board of Directors, will be immediately forwarded to all Directors and to the Technical Steering Committee. Either the full Technical Steering Committee, or an ad-hoc sub-committee thereof, will review and evaluate each such notice, as well as alternative design options or recommendations for the Draft Specification.

The Technical Steering Committee or subcommittee thereof will deliver to the Board of Directors the results of its findings within a reasonable period of time. Should the Technical Steering Committee or ad-hoc sub-committee recommend material changes to the Draft Specification, then the Technical Steering Committee will commence the necessary modifications to the Draft Specification.

Once modified, the Draft Specification review process started in Section 2.1, will commence again with a shortened draft review period of thirty (30) days. Should the Technical Steering Committee or ad-hoc subcommittee thereof recommend that no material changes be made to the Draft Specification, then the Draft Specification will proceed for final approval pursuant to Section 2.5.

2.5 Approval & Release of Final Specifications

After completion of the Draft Specification review process stated in Sections 2.1 to 2.4, the Technical Steering Committee will submit such Draft Specification to the Board of Directors for final review.

If the Board of Directors approves such Draft Specification via an affirmative vote with qualified majority, the Draft Specification will become a Final Specification of the O-RAN ALLIANCE on the date of approval.

In the event that the Board of Directors does not approve such Draft Specification as a Final Specification, such Draft Specification will be returned to the Technical Steering Committee.

2.6 Notice of any request for change to a Draft Specification made during the process described in Section 2.4 shall be returned to the Board of Directors in a timely manner and in the format then applicable for receiving such notification.

SECTION 3: COPYRIGHT LICENSE

3.1 The ownership of copyright in Draft and Final Specifications shall vest in the O-RAN ALLIANCE. By submitting a Specification Contribution, that Member, Contributor or Academic

Contributor, or its Affiliates, represents and warrants that it has sufficient rights and permissions to assign to the O-RAN ALLIANCE and hereby assigns to the O-RAN ALLIANCE copyrights in Specification Contributions, or part(s) thereof, that are included in such Draft or Final Specification in accordance with this IPR Policy and the rules of the O-RAN ALLIANCE, as necessary for the O-RAN ALLIANCE to publish and deal with its Draft and Final Specifications. Upon assignment of such copyrights to the O-RAN ALLIANCE, the O-RAN ALLIANCE grants back to that Member, Contributor or Academic Contributor, or its Affiliates, a royalty-free non-exclusive, fully transferable, irrevocable, sub-licensable both directly and indirectly, worldwide copyright license to download or otherwise access, copy, adapt or modify, and distribute such Specification Contributions.

For Specification Contributions that are not included in a Draft or Final Specification, Work Product Contributions or Work Products, a Member, Contributor, or Academic Contributor or its Affiliates grants to the O-RAN ALLIANCE a royalty-free non-exclusive, fully transferable, irrevocable, sub-licensable both directly and indirectly, worldwide copyright license to download or otherwise access, copy, adapt or modify, and distribute such Specification Contributions, Work Product Contributions or Work Products.

The above assignments and licenses will not apply to Work Product Contributions where a Member, Contributor or Academic Contributor indicates in writing, at the time of its contribution, that it is not providing any such rights to the O-RAN ALLIANCE, its Members, Contributors or Academic Contributors

3.2 The O-RAN ALLIANCE grants to Members, Contributors and Academic Contributors (or their Affiliates) and any third party a royalty-free non-exclusive, non-transferable, worldwide copyright license to download or otherwise access, copy, adapt or modify Final Specifications to make, have made, sell, lease, otherwise dispose of, repair, use or operate any Compliant Implementation but not to further distribute the Final Specifications in any other way. This license may be terminated by the O-RAN ALLIANCE for a party or third party who conducts an infringing act outside the scope of this copyright license in this Section 3.2. No other copyright rights to use Final Specifications are granted unless otherwise authorized under this IPR Policy or in accordance with Section 3.3.

3.3 The O-RAN ALLIANCE, through its Board of Directors, may grant any other rights allowed by law under its copyrights in its Draft and Final Specifications and Work Products, and in its code and software.

3.4 Subject to Section 3.1, by submitting a Contribution, nothing in this IPR Policy restricts or alters any copyright owned by the Member, Contributor or Academic Contributor, or its Affiliates, in its own Contribution, nor any copyright owned by another third party, at the time of submitting its Contribution.

3.5 Ownership of copyrights in that portion of any Final Specification or Work Product that is collaboratively created in the course of the O-RAN ALLIANCE's technical process (i.e., that is not a formal Contribution) shall belong to the O-RAN ALLIANCE.

SECTION 4: FRAND PATENT LICENSING COMMITMENT

4.1 Each Member, Contributor or Academic Contributor, on behalf of itself and its Affiliates, shall, subject to Sections 2.3 and 4.5, agree to be prepared to grant under Fair Reasonable And Non-Discriminatory (FRAND) terms and conditions a non-exclusive, non-transferable, irrevocable, non-sublicensable, worldwide patent license to their Necessary Claims to make, have made, use, import, offer to sell, lease, sell and otherwise distribute Compliant Implementations; provided, however, that such agreement to license shall not extend: (i) to any part or function of a product in which a Compliant Implementation is incorporated that is not itself part of the Compliant Implementation; or (ii) to anyone not willing to make a reciprocal grant to the granting Member, Contributor or Academic Contributor, and its Affiliates. For the avoidance of doubt, the foregoing licensing commitments includes the distribution by the licensee's distributors, and the use by the licensee's customers, of such licensed Compliant Implementations.

Each Member, Contributor or Academic Contributor shall elect a compensation regime for the FRAND License to be either (i) with or (ii) without compensation (such as royalties). Such election shall be made pursuant to a written declaration in the form of Appendix A (or an electronic equivalent to this form provided by the O-RAN ALLIANCE).

For the avoidance of doubt, "reciprocal" in this Section means that if a patent owner offers its Necessary Claims on terms more disadvantageous than the declaration given by the Member, Contributor or Academic Contributor, the Member, Contributor or Academic Contributor may offer terms on the same basis as that offered by the patent owner (e.g. on a "with compensation" basis if a "without compensation" election has been made).

If a Member, Contributor or Academic Contributor, or one of its Affiliates, later owns one or more additional Necessary Claims that implement the Final Specification that are such by reason of the incorporation of such Member, Contributor or Academic Contributor's Specification Contribution, in whole or in part, into such Final Specification, such Member, Contributor or Academic Contributor will be deemed to have elected the same option with respect to such Necessary Claims as it initially elected under this Section 4.1.

A Member, Contributor or Academic Contributor, on behalf of itself and its Affiliates, may elect one option with respect to one or some of the Necessary Claim(s) that implement the Final Specification and another option with respect to other Necessary Claim(s) that implement the Final Specification.

4.2 Any licensing commitments to Necessary Claims given to a Final Specification will apply also to the extent a subsequent version of the Final Specification incorporates the same subject matter to which the commitment(s) applied to if and to the extent such subject-matter is necessary for backwards-compatibility with the earlier Final Specification.

4.3 Within six (6) weeks after joining the O-RAN ALLIANCE, each new Member, Contributor or Academic Contributor shall elect the royalty regime using Appendix A (or an electronic equivalent to this form provided by the O-RAN ALLIANCE) with respect to each existing Final Specification.

4.4 No later than sixty (60) days from the date that a respective Draft Specification has been posted for final comments to all Members, Contributors and Academic Contributors (unless a different date is specified by the Board of Directors) (the 60 day draft review period) each Member, Contributor or Academic Contributor may elect the royalty regime using Appendix A (or an electronic equivalent to this form provided by the O-RAN ALLIANCE) with respect to this Draft Specification.

4.5 Subject to Section 2.2(a), a Member, Contributor or Academic Contributor may provide an IPR Withhold Notice using Appendix A (or an electronic equivalent to this form provided by the O-RAN ALLIANCE) notifying the O-RAN ALLIANCE that it is unwilling to commit to license in accordance with Section 4.1 as to its or its Affiliates' potentially Necessary Claims that it identifies under the Draft Specification in its then-current form (or any Final Specification with respect to a new Member, new Contributor or new Academic Contributor), provided it does so within the time period set forth in Sections 2.3 or 4.4 (or Section 4.3 for the new Member, new Contributor or new Academic Contributor) and such identification reasonably identifies the portion of such document that would result in such infringement and indicates that no guarantee of a FRAND license is being made (or that such rights will in fact be denied in some or all cases) as to such Necessary Claims. In the case of Necessary Claims under non-public patent applications, the disclosure of such claims need not be in such detail as would disclose any trade secrets.

4.6 In the event that any Final Specification is withdrawn by the O-RAN ALLIANCE, then all commitments and obligations of Members, Contributors or Academic Contributors under existing licenses based on this IPR Policy to Necessary Claims with respect to such Final Specification shall remain in force, but the Board of Directors may decide to release all commitments to provide future licenses on FRAND terms, with such commitments to terminate on a date to be approved by the Board of Directors.

4.7 In the event that a Member, Contributor or Academic Contributor does not timely return a signed and completed Appendix A form (or an alternative equivalent electronic form provided by the O-RAN ALLIANCE) in accordance with Sections 2.2, 2.3, 4.3, 4.4 and 4.5, then such Member, Contributor or Academic Contributor shall be deemed to have elected to license, or to cause its Affiliate(s) to license, all of its Necessary Claims (including those owned by its Affiliates) under the Final Specification in question, with the terms to be as set forth in Section 4 with the right to compensation.

4.8 In the event that a Member, Contributor or Academic Contributor, or any of their Affiliates, later brings a patent infringement action against anyone with respect to such Necessary Claim(s), the O-RAN ALLIANCE shall have no obligation to intervene. If any Member, Contributor or Academic Contributor, or their Affiliates, initiates legal proceedings against the O-RAN ALLIANCE which are related to such action, and O-RAN ALLIANCE reasonably incurs costs in appropriately defending against such action (hereinafter "Costs"), then unless the Member, Contributor or Academic Contributor, or its Affiliates, finally prevails against the O-RAN ALLIANCE in such action, the Member, Contributor or Academic Contributor will reimburse O-RAN for all Costs.

SECTION 5: NO OTHER LICENSE

The Member, Contributor or Academic Contributors agree that no license, immunity or other right is granted or may otherwise arise under this IPR Policy by any Member, Contributor or Academic Contributor or its Affiliates to any other Member, Contributor or Academic Contributor, or their Affiliates, or to the O-RAN ALLIANCE, either directly or by implication, estoppel, or otherwise, other than the agreements to grant licenses and assignments expressly set forth herein.

SECTION 6: TRANSFER OF NECESSARY CLAIMS

Each Member, Contributor or Academic Contributor agrees that it will not assign or transfer, and has not assigned or transferred, its patents or patent applications having Necessary Claims for the purpose of circumventing such Member, Contributor or Academic Contributor's obligations under this IPR Policy. In the event a Member, Contributor or Academic Contributor assigns or transfers any of its patents or published patent applications containing Necessary Claims, the Member, Contributor or Academic Contributor agrees to condition the assignment or transfer on the assignee's or transferee's agreement: (a) that such patents or published patent applications will continue to be subject to the licensing provisions of Section 4; and (b) to obligate subsequent assignees or transferees to similarly, *mutatis mutandis*, respect this obligation.

SECTION 7: SURVIVAL OF AGREEMENT TO GRANT LICENSE

Notwithstanding the dissolution or winding-up of the O-RAN ALLIANCE or a Member, Contributor or Academic Contributor's termination, withdrawal, or non-renewal of its participation in the O-RAN ALLIANCE, a Member, Contributor or Academic Contributor's agreement to grant a license as provided in Section 4 shall remain in full force and effect for: (a) any Necessary Claim to a Specification Contribution made to a later adopted Final Specification or any Necessary Claim to a Final Specification adopted before the effective date of dissolution or winding-up or before the effective date of a Member, Contributor or Academic Contributor's termination, withdrawal, or expiration of participation; and (b) any Necessary Claims to a Final Specification adopted by the O-RAN ALLIANCE after the effective date of the Member, Contributor or Academic Contributor's termination, withdrawal or expiration of participation that are necessary for the future Final Specification to be backwards compatible with the Final Specifications provided that subject matter licensed under the new Final Specification are used in a substantially similar manner and to a substantially similar extent with a substantially similar result as the subject matter under the prior Final Specification for which the Member, Contributor or Academic Contributor is committed to license under Section 4. In no event will a withdrawn, terminated, or non-renewed Member, Contributor or Academic Contributor be committed to license any additional Necessary Claims under this Section 9. A withdrawn, terminated, or non-renewed Member, Contributor or Academic Contributor, and its Affiliates, will remain entitled to reciprocity pursuant to Section 4 so long as that withdrawn, terminated, or non-renewed Member, Contributor or Academic Contributor remains committed to license under Section 4 any Necessary Claims under this Section 9. This agreement to the survival of reciprocal licensing will extend to all Members, Contributors or Academic Contributors, and their Affiliates, including any Member, Contributor or Academic Contributor who becomes a

Member, Contributor or Academic Contributor after the effective date of a departing Member, Contributor or Academic Contributor's termination, withdrawal or non-renewal.

SECTION 8: RIGHT TO MAKE VOLUNTARY DISCLOSURES OF NECESSARY CLAIMS

Nothing in this IPR Policy will be construed as prohibiting the Member, Contributor or Academic Contributors from voluntarily disclosing the presence of Necessary Claims of such Member, Contributor or Academic Contributor, or its Affiliates, or third party, that are found in Draft Specifications or Final Specifications. Such disclosure will not, however, be deemed as a waiver of that Member, Contributor or Academic Contributor's rights under Section 2. Other than as specifically set forth herein, nothing in this IPR Policy requires a Member, Contributor or Academic Contributor to disclose or otherwise identify Necessary Claims of such Member, Contributor or Academic Contributor, or any of their Affiliates.

SECTION 9: OBLIGATION OF GOOD FAITH

The Member, Contributor or Academic Contributor, acknowledge and agree that the obligations of this IPR Policy will be governed by the principles of good faith and fair dealing.

SECTION 10: LAW AND REGULATION

The IPR Policy shall be governed by the laws of Germany. However, no Member, Contributor, or Academic Contributor shall be obliged by the IPR Policy to commit a breach of the laws or regulations of its country or to act against supranational laws or regulations applicable to its country insofar as derogation by agreement between parties is not permitted by such laws.

SECTION 11: EFFECTIVE DATE AND APPLICABILITY

This IPR Policy was approved by the Board of Directors on 23 June 2022, in accordance with the O-RAN ALLIANCE's Constitution. These amendments take effect from 1 July 2022 (the "Effective Date") and will apply to all Final Specifications approved, in accordance with this IPR Policy, following this Effective Date. For Final Specifications approved prior to the Effective Date, the prior versions of the IPR Policy will apply, as applicable, to these except that the previous requirement for Adopters (as previously defined in the earlier IPR Policies) to agree to an O-RAN Adopter License Agreement to access and use Final Specifications shall no longer apply or be required for these Final Specifications after the Effective Date.

Appendix A

O-RAN ALLIANCE INTELLECTUAL PROPERTY RIGHTS DECLARATION FORM

NOTE: All blanks must be completed in order for this declaration form to be given consideration. This declaration form is subject to the Intellectual Property Rights Policy (the "IPR Policy") of O-RAN ALLIANCE and any policies and procedures adopted by the Board of Directors and any applicable Work Group Procedures or Work Group Specific Procedures ("Policies and Procedures"). All capitalized terms used in this form have the meanings given to them in the IPR Policy of the O-RAN ALLIANCE.

Name of Member, Contributor of Academic Contributor:	
Name of Representative Completing this Form on Behalf of Member, Contributor of Academic Contributor ("Representative"):	
Mailing Address of Representative:	
Email Address of Representative:	
Draft Specification(s) to which this Declaration Form relates:	

A. The Representative hereby represents the following on behalf of him/herself and the Member, Contributor or Academic Contributor as the context requires:

1. The Representative is authorized to complete and submit this Declaration Form on behalf of the Member, Contributor or Academic Contributor and to make the following representations and warranties.
2. The Representative and the Member, Contributor or Academic Contributor have each reviewed any Policies and Procedures and agree that this Declaration Form is being completed and submitted in full compliance with the same.

B. By selecting either options 1(A) or 1(B) of Exhibit A, the Member, Contributor or Academic Contributor and each of its Affiliates hereby irrevocably agree that if the Draft Specification(s) referred to above is finally adopted as a Final Specification, that it agrees to the licensing commitments in Sections 4.1 and 4.2 of the O-RAN ALLIANCE IPR Policy as approved by the Board of Directors and being effective as of 1 July 2022 (the "FRAND Patent Licensing Commitment"). Each Member, Contributor or Academic Contributor elects, by its selection of 1(A) or 1(B), a compensation regime pursuant to Section 4.1.

C. By selecting option 2 of Exhibit A, the Member, Contributor or Academic Contributor is

providing an IPR Withhold Notice for the Draft Specification(s) referred to above, if adopted as Final Specification(s), in accordance with either Section 2.3 or Section 4.5 of the O-RAN ALLIANCE IPR Policy as approved by the Board of Directors and being effective as of 1 July 2022. (For the avoidance of doubt, this IPR Withhold Notice may be withdrawn at any time by the Member, Contributor or Academic Contributor, if substituted with a new Declaration Form with either options 1(A) or 1(B) selected, for example, due to later changes made to the Draft Specification(s).)

This Declaration Form has been submitted on:

Name of Member, Contributor or Academic Contributor:

By:

Signature of Representative:

Exhibit A

Patent Declaration

Please select one of the following:

1. FRAND Patent Licensing Commitment:

The Member, Contributor or Academic Contributor, on behalf of itself and each of its Affiliates, elects the compensation regime for the above FRAND Patent Licensing Commitment to be **with compensation** (e.g. royalties).

The Member, Contributor or Academic Contributor on behalf of itself and each of its Affiliates, elects the compensation regime for the above FRAND Patent Licensing Commitment to be **without compensation** (i.e. no royalties).

2. IPR Withhold Notice:

The Member, Contributor or Academic Contributor, identify below all Necessary Claims owned by it and/or its Affiliates under the Draft Specification(s) in its then-current form, as well as reasonably identify the portion of such Draft Specification that would result in such infringement. Member, Contributor or Academic Contributor, and their Affiliates, do not make any guarantee of a FRAND Patent Licensing Commitment being made and such rights may in fact be denied in some or all cases as to such Necessary Claims. (In the case of Necessary Claims under non-public patent applications, the disclosure of such claims need not be in provided below in such detail as would disclose any trade secrets.)

List below all Necessary Claim(s) by identifying such specific Necessary Claim(s) and by reasonably identifying the portion(s) of said Draft Specification(s) to which such Necessary Claim(s) relate.

Jurisdiction and Patent (Application) Number	Necessary Claim	Affected Portion of Draft Specification(s)