

**HAPTICS INDUSTRY FORUM, INC.**  
**INTELLECTUAL PROPERTY RIGHTS POLICY**

This Intellectual Property Rights Policy (“IPR Policy”) is entered by and among each Member that has executed a Membership Agreement of Haptics Industry Forum, Inc. (“HIF”), thereby agreeing to be bound by the terms hereof as a policy adopted by the Board of Directors of HIF, and is effective as to each Member on the date such Member executes the Membership Agreement (“Effective Date”). Each Member hereby agrees as follows:

Any undefined capitalized terms used herein shall have the meaning set forth in the Bylaws of HIF (“Bylaws”) or the Membership Agreement (“Membership Agreement”), each of which shall be deemed incorporated herein by reference as if fully set forth below. In the event of a conflict between defined terms or other terms and conditions in this IPR Policy and the above listed documents, the documents will be given the following order of precedence for resolving such conflict: (1) this IPR Policy; (2) the Bylaws; and (3) the Membership Agreement. This IPR Policy will be made available to all Members of HIF and the Members acknowledge that adherence to this IPR Policy is a condition of Membership.

**SECTION 1 PURPOSE**

The purpose of this Policy is to protect the interests of the HIF and to describe the means by which the HIF has addressed the recognition and protection of intellectual property rights.

**SECTION 2 SCOPE**

This Policy applies to all intellectual property created through any draft and final Specifications or other Work Product developed or published by HIF.

**SECTION 3 POLICY TERMS**

3.1 Ownership; No Patent Licenses. Unless subject to a separate agreement, all intellectual property shall remain the property of its creator or, if applicable, his or her employer or assignee.

3.2 No Patent Licenses. Nothing contained in this IPR Policy shall be deemed as requiring a Member or its Affiliates to grant or withhold any license or sublicense of an individual Member’s Patents. With respect to the Specifications and Work Product developed or published by HIF, the Members are not subject to patent licensing obligations and grant no patent licenses are provided under the Bylaws or this IPR Policy with respect to such Specifications and Work Product. Notwithstanding the above, the Board of Directors may approve a charter of a Work Group that specifies separate intellectual property terms that apply to the Specifications and Work Product developed within that Work Group provided that each Member that joins such Work Group be required to accept in writing such intellectual property terms.

3.3 Copyright License to HIF. Each Member has granted HIF a copyright license to Member Contributions the terms of which are set forth in the Bylaws.

3.4 Copyright License from HIF. Upon the release of a Specification or Work Product after adoption by the Board of Directors, HIF grants and agrees to grant each Member and its Affiliates a worldwide, nonexclusive, non-sublicensable, irrevocable (except for breach of IPR Policy or Bylaws), nontransferable zero royalty copyright license to internally reproduce, distribute, perform and display such Specification and Work Product (i) as reasonably necessary to implement or adopt such Specification and Work Product, or (ii) to promote the Specifications and Work Product.

3.5 Confidentiality. HIF Members are subject to the confidentiality provisions contained in the Bylaws with respect to the Confidential Information of HIF and Members.

3.6 Third Party Intellectual Property. It is the policy of HIF that the copyrights and other intellectual property rights of third parties be respected and not infringed by HIF or any of its Work Groups, committees, employees, Members or other persons acting on behalf of HIF.

3.7 Right to Not Publish. HIF reserves the right to not publish or otherwise distribute any Specifications or other materials within the scope of this IPR Policy if it believes that any intellectual property rights will be violated as a result of such publication or distribution.

3.8 Trademarks. HIF shall have the right to adopt trademarks and protect its trademarks in the manner described in the Bylaws.

3.9 Patent Searches. The obligations set forth in this IPR Policy do not imply any obligations on Members to perform or conduct Patent searches.

3.10 No Other License. The Members agree no license, immunity, or licensing obligation is granted or exists under this IPR Policy by any Member or its Affiliates to any other Member or their Affiliates or to HIF, either directly or by implication, estoppel or otherwise.

3.11 Amendments. This IPR Policy may be altered, amended or repealed, or a new IPR Policy may be adopted at any regular or special meeting of the Board of Directors by an affirmative vote of requisite number of Directors as defined in the Bylaws, or by unanimous written consent of the Board of Directors.

3.12 Internal Member Use of draft version of Specifications. Subject to the terms and conditions of this IPR Policy, each Member may use such draft versions of Specifications for its internal purposes, including in connection with product development, and each Member acknowledges and accepts that a final Specification may or may not incorporate all or any portion of such draft versions.

3.13 Consideration. Members acknowledge that payment of fees for membership in HIF constitutes partial consideration for the license rights granted under the Bylaws and IPR Policy of HIF. The foregoing does not, however, (i) preclude HIF from charging additional fees for use of HIF trademarks, service marks, or certification marks, or (ii) constitute a statement concerning the actual or implied value of any of the Specifications or rights granted under the Bylaws and IPR Policy of HIF.

3.14 Governing Law. This IPR Policy shall be construed and controlled by the laws of the State of Delaware without reference to conflict of laws principles. Except to the extent the Corporation otherwise consents in writing, each of the parties to this IPR Policy hereby consents to accept personal

jurisdiction in the State and Federal courts of Delaware.

3.15 No Warranty. ALL PARTIES ACKNOWLEDGE THAT ALL INFORMATION PROVIDED AS PART OF THE SPECIFICATION DEVELOPMENT PROCESS, INCLUDING THE SPECIFICATION ITSELF ARE ALL PROVIDED “AS IS” WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

3.16 Limitation of Liability. IN NO EVENT WILL HIF, ANY PARTY HERETO OR ANY OTHER MEMBER OF HIF BE LIABLE TO ANY OTHER PARTY OR MEMBER OF HIF FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR ENHANCED DAMAGES OF ANY KIND OR NATURE, WHETHER ARISING UNDER CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE, AND WHETHER ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, AND WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.