

PATENT SALE AGREEMENT

This Patent Sale Agreement (this “**Agreement**”) is effective as of [] (the “**Effective Date**”), by and between, Provenance Asset Group LLC, a Delaware limited liability company having its principal place of business at 22 West Ave., Essex, CT 06426, the United States (“**Assignor**”), and [], a [] having its principal place of business at [] (“**Assignee**”) (hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”). The Parties hereto agree as follows:

1. Definitions.

1.1 “**Affiliate**” means, with respect to an entity, any legal entity that is (at the time of reference) controlled by, controlling, or under common control with such entity. Control, in this context, exists where one entity owns, directly or indirectly, more than fifty percent (50%) of the voting equity in another entity, or regardless of equity ownership, is otherwise able (whether by law or contract) to direct its affairs or to appoint a majority of the members of the board of directors or an equivalent body able to determine the course of action of the entity by virtue of its voting or other rights. Such entities shall be deemed to be Affiliates hereunder only for as long as such control exists.

1.2 “**Encumbrance(s)**” means any (a) patent licenses or sublicenses, covenants not to assert, and/or similar patent immunities; (b) rights or options to renew or extend preexisting patent licenses exercised solely by third parties (such as legally binding options); (c) releases for past infringement; (d) SSO Commitments; and (e) other such commitments having corresponding effect.

1.3 “**Patent Encumbrances**” means in relation to the Patents, any Encumbrances related to the Patents and/or for which there is a commitment to be maintained in connection with the transfer of any Patents, including the Encumbrances enumerated in Section 3 and the SSO Commitments, in each case, to the extent any such Encumbrance exists on the Effective Date.

1.4 “**Patents**” means (a) all patents and patent applications listed in Exhibit A; (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of such patents and patent applications (whether pending, issued, abandoned or filed prior to, on or after the Effective Date as defined in the preamble of the Agreement); (c) all patents and patent applications (i) to which any or all of the foregoing directly or indirectly claims priority to, or the benefit of, the filing date, or (ii) for which any or all of the foregoing directly or indirectly forms a basis for priority or otherwise provides the benefit of an earlier filing date; and (d) all foreign counterparts to any or all of the foregoing.

1.5 “**Nokia**” means Nokia Corporation, a corporation organized under the laws of Finland, having its registered address at Karaportti 3, 02610 Espoo, Finland, and/or any of its Subsidiaries.

1.6 “**Operator Customer**” means a telecommunications service provider that provides wired or wireless telephony or data transmission services, such as local exchange carriers, mobile wireless communications providers and infrastructure data transmission service providers. For the sake of clarity, this includes companies such as Verizon, AT&T, Orange, France Telecom, British Telecom, China Telecom, but excludes companies such as Apple, Samsung, Cisco, Huawei, ZTE, Ericsson, IntelSat, Sirius, Echostar, Direct TV, DISH, HughesNet and Earthlink to the extent they are not providing telecommunications services, directly or indirectly.

1.7 “**SSO Commitment(s)**” means (a) commitments made under or pursuant to any intellectual property policies or other similar provisions adopted by any standard setting organizations (including any licensing commitments on (F)RAND or any other similar terms and conditions), including the standard setting organization(s) listed on Exhibit G; (b) what is reaffirmed by Nokia’s Licensing Statement dated April 8, 2014 (Exhibit C); and (c) Nokia’s commitments to MOFCOM in relation to its SEPs dated October 19, 2015 (Exhibit D).

1.8 “**Unlicensed Company**” means any of the companies listed in Exhibit E.

2. **ASSIGNMENT.** Subject to and effective upon Assignee’s timely payment under Section 5 and further subject to the Patent Encumbrances, Assignor hereby assigns to Assignee all of Assignor’s rights, title, and interest in, to, and

under the Patents to the full extent of its ownership or interest therein, including (i) all causes of action (whether currently pending, filed, or otherwise) and other enforcement rights to sue or countersue or to pursue damages, injunctive relief and any other remedies of any kind for past, current, and future infringement; (ii) all rights to recover and collect royalties and other payments due now or hereafter due or payable with respect thereto (excluding with respect to any existing patent licenses to the Patents, which are all retained by Assignor); (iii) all statutory rights, including the right to practice the Patents; and (iv) any and all privileges, including the benefit of all attorney-client privilege and attorney work product privilege.

3. ENCUMBRANCES.

3.1 Patent Encumbrances. Assignee understands and agrees that Assignor purchased the Patents from a third party, that Assignor makes no representation or warranty that there do not exist other Encumbrances of which Assignor is unaware, and that Assignor is aware of the existence of further Encumbrances, but not of the details thereof. Assignee acknowledges and agrees that Assignee's rights, title and interest in, to, and under the Patents are subject to the Patent Encumbrances, and that the Patents after the Effective Date shall remain subject to the Patent Encumbrances. Assignee hereby commits to respect and abide by such Patent Encumbrances. Assignee further understands and agrees that the Patent Encumbrances shall remain in full force and effect regardless of any subsequent transfer or assignment of any of the Patents, and Assignee agrees that in the event it sells, assigns, or otherwise transfers one or more of the Patents, the agreement governing such sale or transfer shall state that such sale or transfer is subject to the Patent Encumbrances. Assignee further agrees that Assignor shall be a third-party beneficiary of any agreement(s) for any subsequent transfer or assignment of any of the Patents, with a right to enforce any of the Patent Encumbrances. For the avoidance of doubt, the Patent Encumbrances run with the Patents and will survive any assignment and any bankruptcy of Assignee, its successor(s), or its assignee(s). For the avoidance of doubt and notwithstanding anything to the contrary herein, no agreements related to the Patents, such as license agreements, and the rights thereunder, such as the right to related royalty payments, shall be assigned or transferred to Assignee, and Assignee shall have no obligation or liability in respect thereof.

3.2 Operator Customers.

(a) Assignee agrees and undertakes, that it and its Affiliates shall not: (i) assert a Patent against an Operator Customer of Nokia; or (ii) initiate any legal or administrative proceeding against an Operator Customer of Nokia based on a Patent, other than as a defensive counterclaim to an infringement claim first initiated by the Operator Customer; or (iii) allow any third party to take any of the aforementioned actions. A breach against this Section 3.2 shall be considered a material breach of this Agreement.

(b) Assignee agrees and undertakes, that (i) in the event Assignee or its Affiliates (A) initiates any legal or administrative proceeding against an Operator Customer of Nokia based on one or more of the Patents, other than as a defensive counterclaim to an infringement claim first initiated by the Operator Customer, or (B) fails to contractually bind any subsequent holders of any right, title or interest in any Patents to not initiate a legal or administrative proceeding based on one or more of the Patents against Operator Customers of Nokia, other than as a defensive counterclaim to an infringement claim first initiated by an Operator Customer (the activities described in (A) and (B) are each referred to in this Section 3.2 as a "Violation"), then (ii) Assignee hereby grants a royalty free, fully paid-up, world-wide, perpetual, irrevocable, non-exclusive, non-transferable and non-assignable license under such relevant Patents (I) to each such Operator Customer, immediately prior to the initiation of the legal or administrative proceeding that constitutes a Violation, and (II) to all Operator Customers of Nokia, immediately prior to the occurrence of a Violation in the form of a failure to contractually bind a subsequent holder of any of the Patents, to (A) practice all methods, and (B) make (including the right to practice methods, processes and procedures), have made, use, sell, offer to sell, import, and otherwise dispose of any and all products and/or services of each such Operator Customer. Any license granted pursuant to this Section 3.2 is not assignable or transferable by the Operator Customer under any circumstances either voluntarily, by operation of law, or otherwise, without the prior written consent of Assignee.

(c) Upon the occurrence of a Violation, Assignee hereby, on a fully paid up basis, irrevocably releases each Operator Customer of Nokia (and its distributors, resellers, customers and other direct or indirect downstream vendees) affected by such Violation from any and all liability for any infringement of the Patents that are the subject of such Violation, as applicable, solely to the extent that any such infringing activity predates such Violation and would have

been licensed under this Agreement if the license granted under Section 3.2(b) had been in existence at the time of the infringing activity.

(d) Operator Customers of Nokia shall be third party beneficiaries of this Agreement with a right to enforce their rights under this Section 3.2.

3.3 Qualcomm Commitment. **[NOTE: THIS SECTION 3.3 WILL BE INCLUDED IF ANY OF THE PATENTS ARE SUBJECT TO THE QUALCOMM OBLIGATION]** Solely with respect to the Patents identified in Part II of Exhibit A, Assignee shall execute and deliver (by airmail, with return receipt requested, or courier service (e.g., DHL Express, FedEx)) to Qualcomm Incorporated (“*Qualcomm*”) at the address specified in Exhibit F, before or on the Effective Date, a separate written agreement in the form set forth on Exhibit F (the “*Patent Agreement for Commitment Patents*”) under which Assignee undertakes the binding obligations (the “*QC Commitment*”) to Qualcomm and Qualcomm’s Related Companies as set forth in the Patent Agreement for Commitment Patents.

This Agreement is contingent on Assignee providing to Assignor, before or contemporaneously with the Effective Date, a .pdf version of the original Patent Agreement for Commitment Patents (with respect to the Patents identified in Part II of Exhibit A) with Qualcomm executed by Assignee in accordance with this Section 3.3. Assignor may forward such .pdf version to Qualcomm; however, Assignee shall remain obligated to send the original Patent Agreement for Commitment Patents to Qualcomm as provided in this Section 3.3.

Notwithstanding anything to the contrary in this Agreement, no sale, transfer, or assignment to Assignee of any right, title and interest in and to the Patents identified in Part II of Exhibit A will take place, nor will the Effective Date with respect to such assets occur until Assignee has provided to Assignor the documentation required pursuant to this Section 3.3. In the event Assignee has not provided Assignor with such documentation prior to [REDACTED], 2018, Assignor shall no longer be obliged to assign such assets. In such case all the other provisions of this Agreement remain in force, and Assignee shall not be entitled to be assigned any replacement assets.

3.4 Further Assignments. Assignee shall ensure that any further sale, lease, rent, transfer, assignment, lien, mortgage, or the grant of licensing, sublicensing, enforcement or other similar rights, or other Encumbrance by Assignee (or by any subsequent holder of any right, title and/or interest in or to the Patents) on any of the Patents shall be made subject to the (i) the Patent Encumbrances, and (ii) the obligations set forth in this Section 3. Any sale, lease, rent, transfer, assignment, lien, mortgage, or the grant of licensing, sublicensing, enforcement or other similar rights, or other Encumbrance which fails to so provide shall be null and void.

4. **COOPERATION.** For a period of twelve (12) months after the Effective Date, each of Assignor and Assignee shall, upon the reasonable request of the other Party, execute and deliver such documents and other papers and perform such acts, as may be required to carry out the provisions of this Agreement and consummate and make effective the assignment of the Patents. Notwithstanding anything to the contrary in this Agreement, recordation or registration of any document evidencing the assignment of the Patents from Assignor to Assignee shall be Assignee’s responsibility and at its sole cost and expense.

5. **PAYMENT.** In consideration for the assignment of the Patents hereunder and other rights and benefits set forth herein and as full payment for the assignment of the Patents hereunder, on the Effective Date Assignee shall pay to Assignor \$[REDACTED] ([REDACTED] U.S. Dollars).

6. **LIMITATION OF LIABILITY.**

6.1 LIMITATION ON CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, OR ANY PUNITIVE, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT, WITHOUT WHICH THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

6.2 LIMITATION OF TOTAL LIABILITY. EXCEPT FOR ANY BREACH OF SECTIONS 3.2, 3.3, OR 3.4, WITHOUT WAIVING ANY OTHER RIGHTS OF THE PARTIES (INCLUDING ANY RIGHT TO SEEK SPECIFIC PERFORMANCE OR SEEK OTHER EQUITABLE RELIEF) NEITHER PARTY'S TOTAL LIABILITY (INCLUDING PAYMENT OBLIGATIONS) UNDER THIS AGREEMENT SHALL EXCEED [6]. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES AND THE ALLOCATION OF RISK THAT THEY IMPLEMENT WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT, WITHOUT WHICH THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

6.3 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXCEPT FOR THEIR RESPECTIVE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7, AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7, NEITHER PARTY GIVES THE OTHER PARTY ANY ASSURANCE (A) REGARDING THE PATENTABILITY OF ANY CLAIMED INVENTION IN, OR THE VALIDITY OF, ANY PATENT; OR (B) THAT MANUFACTURE, USE, SALE, OFFERING FOR SALE, IMPORTATION, EXPORTATION OR OTHER DISTRIBUTION OF ANY PRODUCT OR METHOD DISCLOSED AND CLAIMED IN ANY PATENT WILL NOT CONSTITUTE AN INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF OTHER PERSONS. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7 HEREOF, THE PATENTS ARE SOLD "AS IS" WITHOUT ANY FURTHER REPRESENTATION OR WARRANTY.

7. **REPRESENTATIONS AND WARRANTIES.**

7.1 By Assignor. Assignor hereby represents and warrants to Assignee that:

(a) Authority. Assignor has the right and authority to enter into this Agreement and to carry out its obligations hereunder.

(b) Title and Contest. To Assignor's knowledge, Assignor is the exclusive owner of all right, title and interest in, and has good marketable title to, the Patents subject to the Patent Encumbrances.

(c) Unlicensed Companies. To Assignor's knowledge, except as specifically noted, none of the Unlicensed Companies listed in Exhibit E have been granted any patent license or sublicense, covenant not to assert, and/or similar patent immunity (including any release for infringement occurring after the Effective Date) with respect to any Patents which is inconsistent with the information contained in Exhibit E with respect to such Unlicensed Companies. For clarity, the foregoing representation does not cover any SSO Commitments. While Assignor believes the information disclosed in the lists of Unlicensed Companies is accurate, Assignor makes no representation or warranty as to the accuracy of such information, and in the event that such information is not accurate then the sole remedy available to Assignee is to request that Assignor review and use its reasonable commercial efforts to update any information believed to be inaccurate. Assignee shall not be entitled to any damages related to any such inaccuracy or failure of Assignor to obtain updated information.

(d) Validity and Enforceability. During the time that the Patents have been owned by Assignor, the Patents have never been found invalid or unenforceable for any reason in any administrative, arbitral, judicial or other proceeding.

(e) Standard Setting Organizations. To Assignor's knowledge, subject to the content of Exhibit C and Exhibit D, patents in the patent families identified on Exhibit G that include Patents have been declared to the standard setting organizations identified on Exhibit G. To Assignor's knowledge, save for blanket declarations, if any, no patents in other patent families that include Patents have been declared to standard setting organizations.

7.2 By Assignee. Assignee hereby represents and warrants to Assignor that Assignee has the right and authority to enter into this Agreement and to carry out its obligations hereunder.

8. **GENERAL.**

8.1 **Governing Law.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New York and/or U.S. federal law, if applicable, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York and/or U.S. federal law, if applicable, to the rights and duties of the parties.

8.2 **Attorneys' Fees.** If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' fees.

8.3 **Confidentiality.** Each Party may disclose the existence of this Agreement and the fact that the Patents were assigned hereunder by Assignor to Assignee in confidence to third parties; and the Parties may disclose and file Exhibit B with any patent office. However, subject to the exceptions provided below, each Party agrees not to disclose the terms of this Agreement or the negotiations leading thereto to any third party without the prior written consent of the other Party. This obligation is subject to the following exceptions where disclosure is permissible: (a) if required by government or court order or otherwise required by law or any applicable securities exchange rules or regulations; (b) as required to enforce rights under this Agreement; (c) in the case of Assignor to the prior owners of the Patents; and (d) on a confidential basis, in connection with a merger or acquisition or proposed merger or acquisition, or the like. **[NOTE: THIS LAST SENTENCE OF SECTION 8.3 WILL BE INCLUDED IF ANY OF THE PATENTS ARE SUBJECT TO THE QUALCOMM OBLIGATION]** Notwithstanding the above, Assignee shall keep the existence and terms of the form of the Patent Agreement for Commitment Patents in Exhibit F confidential in accordance with the confidentiality provisions of Section 6.1 of the said agreement.

8.4 **Due Diligence.** ASSIGNEE ACKNOWLEDGES THAT IT HAS HAD SUFFICIENT OPPORTUNITY TO PERFORM, AND HAS PERFORMED, APPROPRIATE DUE DILIGENCE REGARDING THE PATENTS TO THE SATISFACTION OF ASSIGNEE, AND ACCORDINGLY ALL SALES ARE FINAL.

8.5 **No Waiver.** No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive, or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair, or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

8.6 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected and such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

8.7 **Entire Agreement.** This Agreement serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations, or understandings, whether oral or written, relating to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by duly authorized signatories of both Parties.

8.8 **Enforceability.** This Agreement is valid, binding, and enforceable by each Party against the other Party in accordance with its terms.

8.9 **Miscellaneous.** The Parties hereto shall not be considered as joint venturers, partners, employers or agents of one another, and shall not have the power to bind or obligate one another except as set forth in this Agreement. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Provenance Asset Group LLC

[]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A
PATENTS

PART I

[LIST OF PATENTS]

PART II

[INCLUDE PART II ONLY IF THERE ARE ANY PATENTS SUBJECT TO THE QUALCOMM OBLIGATIONS]

My commission expires on

ATTACHMENT 1

PATENTS

[LIST OF PATENTS]

EXHIBIT C

NOKIA'S LICENSING STATEMENT

Nokia reaffirms licensing commitments for standard essential patents
08 April 2014

Over the last two decades, Nokia has developed a large number of fundamental technologies and made significant contributions to the development of wireless communication standards. This research and development investment has resulted in a significant portfolio of standard essential patents (SEPs), which Nokia has agreed to license on fair, reasonable and non-discriminatory (FRAND) terms, in line with the intellectual property rights policies of the relevant standard setting organizations.

To date, in line with those undertakings, we have successfully agreed licenses with more than 60 companies, enabling them to benefit from our innovations to build products that work to the standards, fostering increased competition and more choice for consumers. From time to time, Nokia has shared information on the Nokia licensing program with competition or antitrust authorities in connection with specific cases or investigations. No authority has ever requested Nokia to change the way Nokia licenses its SEPs.

After the pending acquisition announced on September 3, 2013 of substantially all of Nokia's Devices & Services business by Microsoft is closed, Nokia will retain its world-leading patent portfolio and Nokia's previous FRAND undertakings remain in force. In addition to other customary closing conditions, the transaction with Microsoft is subject to regulatory approvals, a process which has involved thorough review of Nokia's licensing practices by several competition authorities around the world. During that process, no authority has challenged Nokia's compliance with its FRAND undertakings or requested that Nokia make changes to its licensing program or royalty terms.

In connection with this transaction with Microsoft, some of our competitors have suggested to regulators that after the transaction Nokia could try to abuse its position as a strong SEP holder. As we have no intention to do so and plan to continue to honor our FRAND undertakings in the future, we are prepared to voluntarily reaffirm Nokia's continuing commitment to FRAND licensing principles.

Our statement below provides clarity on how Nokia will continue to license its SEPs. It does not reflect or introduce any changes to Nokia's existing licensing program, royalty terms or practices. The statement has been provided to the Ministry of Commerce of the People's Republic of China, in order to facilitate the approval process for Microsoft's acquisition of substantially all of Nokia's Devices & Services business. It applies equally to prospective licensees irrespective of their domicile.

1. Nokia confirms its continued commitment to honor its undertakings to standard-setting organizations (SSOs) to license its standard-essential patents (SEPs) on (fair), reasonable and non-discriminatory (FRAND) terms pursuant to IPR policies of such SSOs. This commitment prevents Nokia from imposing licensing terms for its SEPs that would be inconsistent with such FRAND undertakings.
2. Nokia confirms its support for a principle that, subject to reciprocity, injunctions with SEPs should not be enforced to prevent the implementation of a standard subject to FRAND undertakings, unless a patent holder has made a FRAND license available and the prospective licensee has been unwilling to enter into such FRAND license or to comply with its terms.

3. Subject to reciprocity and the evolution of SSO IPR policies and judicial interpretations thereof, Nokia acknowledges that the willingness of a party without undue delay to submit the resolution of a possible dispute whether license terms offered by Nokia are inconsistent with Nokia's FRAND undertakings to an independent adjudicator that is reasonably acceptable to both parties, to be bound by such adjudication, to enter into FRAND license resulting from such adjudication, and to pay any potential award and FRAND royalties resulting from such adjudication and agreement, can be a relevant factor for an enforcing body to determine whether a party is a willing licensor or licensee.
4. Subject to reciprocity and Nokia's FRAND undertakings to respective SSOs, Nokia makes its SEPs covered under such undertakings available for licensing pursuant to the IPR policies of such SSOs without subjecting the availability of such licenses to the licensees also taking licenses to Nokia's patents not covered by such undertakings.
5. Whenever Nokia transfers SEPs to a new owner in the future, Nokia will pass on the FRAND undertakings with respect to such SEPs to such new owner by only assigning such SEPs subject to the existing FRAND undertakings given by Nokia to SSOs (including what is reconfirmed herein).
6. Nokia's current practice of valuing each FRAND license in its full context takes into account, without limitation, the patents or portfolios licensed, the term, the products licensed, the business model for selling or distributing such products, the standards covered, the extent of market adoption of the standardized functionalities, the agreement structure, the value of any grant back license or any other non-monetary compensation, payment arrangements, and the field of use that are intended to be covered in each situation, as applicable. Following the closing of Microsoft transaction and subject to reciprocity, Nokia will not depart from its currently generally offered FRAND per unit running royalty rates for Nokia's current portfolios of cellular communication SEPs, as and to the extent applicable, except where merited by differences in the above factors.
7. Only for the avoidance of doubt and without intention to allow circumvention of the commitments made herein, nothing in these commitments is intended to (a) have any impact on Nokia's rights or obligations beyond the extent to which Nokia's SEPs are covered by its existing FRAND undertakings, (b) limit Nokia's legitimate right to license or divest any of its patents, (c) amend or cause amendment of any contract between Nokia and any third party, or (d) create any obligation for Nokia to take licenses to technologies that Nokia does not use.
8. Notwithstanding the foregoing, the commitment in paragraph 6 does not apply with respect to any company that asserts any patents against Nokia's manufacture, sale or offering of mobile communication products or services.

EXHIBIT D

NOKIA'S COMMITMENTS TO MOFCOM

The conditions imposed on Nokia as listed in MOFCOM Public Notice 2015 No. 44 are:

Nokia shall implement the following commitments with respect to any 2G, 3G, and 4G cellular standard essential patents (hereinafter "SEPs") that Nokia owns at the date of closing of the Alcatel-Lucent transaction, including any 2G, 3G, and 4G cellular standard essential patents owned by Alcatel-Lucent:

(1) Nokia confirms its support for a principle that, subject to reciprocity, injunctions relating to SEPs should not be enforced to prevent the implementation of a standard, subject to fair, reasonable and non-discriminatory (hereinafter "FRAND") undertakings, unless a patent holder has made a FRAND license available and the prospective licensee has been unwilling to enter into such FRAND license or to comply with its terms.

Subject to reciprocity and the evolution of SSO IPR policies and judicial interpretations thereof, the willingness of a party, without undue delay, to (a) submit the resolution of a possible dispute as to whether license terms offered by Nokia are inconsistent with Nokia's FRAND undertakings, to an independent adjudicator that is reasonably acceptable to both parties, (b) to be bound by such adjudication, (c) to enter into a FRAND license resulting from such adjudication, and (d) to pay any potential award and FRAND royalties resulting from such adjudication and agreement, can be a relevant factor for an enforcing body to determine whether a party is a willing licensor or licensee.

(2) Whenever Nokia transfers SEPs to a third party in the future, it will promptly after such assignment inform its existing Chinese licensees and any Chinese company who is in the process of actively negotiating a license with Nokia about such assignment, and detail in particular the following: the name and address of the assignee, the effective date of the assignment, and specifics regarding the rights that were assigned.

Any previously existing Chinese licensee shall have the right, upon expiration of their existing agreement, to renegotiate the rate in case SEPs transferred to third parties have a material impact on the value of the Nokia SEP portfolio to be licensed to such Chinese licensee. Similarly, during negotiations with a Chinese potential licensee with whom Nokia has been in active negotiations before transferring SEPs to a third party, Nokia agrees to take any material change in the value of its SEP portfolio into account in the royalty rate offered to such potential licensee. For the avoidance of doubt, in addition to potentially transferred SEPs, such renegotiation or offered rate shall also take into account new SEPs potentially added to the Nokia portfolio.

(3) Whenever Nokia transfers SEPs to a new owner in the future, Nokia will pass on the FRAND undertakings with respect to such SEPs to such new owner, by only assigning such SEPs subject to the existing FRAND undertakings given by Nokia to SSOs (including what is agreed herein).

(4) MOFCOM has the right to monitor Nokia's compliance with the above commitments. To that effect, Nokia shall report to MOFCOM within 45 days after the end of each calendar year on the performance of the above mentioned obligations. Such report shall (1) identify instances where Nokia has sought to enforce an injunction regarding SEPs against implementation of a standard covered by Nokia's FRAND undertaking, (2) identify instances and signed contracts where Nokia has transferred SEPs to a third party, (3) report the circumstances where Nokia has complied with its obligation to notify Chinese companies about patent divestments it has completed, and (4) explain how, in each case (1)-(3), Nokia has complied with this commitment. Such reports will be subject to full confidentiality protections available under Anti-Monopoly Law and the relevant regulations. This reporting obligation shall be effective as of the effective date of this announcement and shall continue for 5 years and expire on October 18, 2020.

EXHIBIT E
UNLICENSED COMPANIES

EXHIBIT F

[INCLUDE IF ANY PATENTS ARE SUBJECT TO THE QUALCOMM OBLIGATION]

[FORM WILL BE MADE AVAILABLE AFTER ENTERING INTO A NONDISCLOSURE AGREEMENT]

EXHIBIT G
DECLARATIONS

[LIST OF SSOs OF RELEVANCE TO THE PATENTS – IF ANY]