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February 8, 2012

Gordon Day
President
IEEE
3 Park Avenue, 17th Floor
New York, NY 10016-5997

Dear Mr. Day:

1. I write on behalf of Google Inc. and its subsidiaries ("Google") in connection with Google's proposed acquisition of Motorola Mobility Holdings, Inc. ("MMI").
2. Google appreciates the IEEE's important role in industry standard setting and believes that all implementers of IEEE standards should be able to rely on the availability of licenses to Essential Patent Claims¹ on reasonable terms and conditions that are demonstrably free of any unfair discrimination (hereinafter referred to as "RAND" terms). Such obligations should not be altered or evaded by the sale or transfer of MMI patents including the Essential Patent Claims or changes in corporate control.
3. Therefore, this letter is intended to assure you and any potential licensees that, following Google's acquisition of MMI, Google will honor MMI's existing commitments to license the acquired MMI Essential Patent Claims on RAND terms, as required by IEEE rules and consistent with MMI's longstanding practice. This letter is irrevocable. Google understands that, pursuant to IEEE rules, MMI is prepared to grant licenses for Essential Patent Claims with a maximum per-unit royalty of 2.25% of the net selling price for the relevant end product² on a go-forward basis, subject to offsets for the value of any cross-licenses or other consideration received from the licensee.
4. Following Google's acquisition of MMI, Google will continue to honor MMI's past practice with regard to MMI's maximum go-forward per-unit royalty rate for the acquired MMI Essential Patent Claims. It is also MMI's consistent practice to include a reciprocal RAND grant-back license for the licensee's Essential Patent Claims for the same standards as part of any such license agreement. Google also understands that MMI has been willing to negotiate on a good faith basis with licensees that request alternative licensing frameworks on a case-by-case basis. Google commits to continue this practice of negotiating in good faith for a reasonable period provided that both parties agree that, during that period, they shall neither (i) initiate legal

¹ "Essential Patent Claims" are claims that an entity has committed to license on RAND terms under the IEEE's Standards Board Bylaws, including amendments through the date of this letter. For the avoidance of doubt, this letter describes Google's commitments solely with respect to the Essential Patent Claims included in patents that it is acquiring from MMI and should not be understood to restrict or constrain Google's rights or freedom of action with respect to any other intellectual property rights.

² The "net selling price" refers to the selling price of a handset, tablet, or other end consumer device before application of any discounts or subsidies such as those provided by mobile operators to end consumers.

proceedings against the other party's standard essential patents nor (ii) seek injunctive relief³ in litigation commenced after the date of this letter for their respective standard essential patents.

5. Further, when Google makes an offer of RAND license terms for products covered by the acquired MMI Essential Patent Claims on a royalty-bearing basis, Google will continue MMI's practice of making an all-cash license option available, again subject to the licensee's grant of a RAND license to its own Essential Patent Claims for the same standards for Google's products. Such a cash license option will be independent of any broader cross-license that Google and the prospective licensee may voluntarily choose to discuss.

6. In addition, while Google has no present intention to transfer any of the acquired MMI patents that include Essential Patent Claims to third parties, should Google do so in the future, it will use its best efforts to ensure that the transferees of any such MMI patents including Essential Patent Claims are contractually obligated to comply with MMI's licensing commitments.

7. After the negotiation period referred to in Paragraph 4, Google will make a final offer of its RAND license terms for products covered by the acquired MMI Essential Patent Claims, without prejudice to any right to recover damages for past unlicensed use. Google will make this offer before seeking injunctive relief for infringement of the acquired MMI Essential Patent Claims (i) that is the subject of litigation commenced after the date of this letter or (ii) introduced into existing litigation after the date of this letter. As described above, the offer may include a reciprocal grant back license for Google's products to the licensee's Essential Patent Claims for the same standards, also on RAND terms. The offer shall be open for at least 30 days, provided that the counterparty agrees not to seek injunctive relief against Google's products based on the counterparty's own standard essential patents reading on the same standards during that period. If the counterparty accepts Google's RAND offer, Google will not apply for injunctive relief based on the acquired MMI Essential Patent Claims.

8. Further, without prejudice to applicable laws, including those further limiting injunctive relief, Google will not apply for injunctive relief against a willing licensee based on the acquired MMI Essential Patent Claims in litigation commenced after the date of this letter or based on acquired MMI Essential Patent Claims introduced in existing litigation after the date of this letter. A counterparty qualifies as such a willing licensee if that counterparty:

- (a) has made, during the period described in Paragraph 7, (i) a binding and unconditional commitment to license all acquired MMI Essential Patent Claims for the standards at issue on RAND terms offered by Google subject only to judicial review of the royalty level (including base and rate) or (ii) a binding and unconditional commitment to license all acquired MMI Essential Patent Claims for the standards at issue on terms that Google cannot reasonably and fairly reject without prejudice to additional opportunities to make commitments under applicable laws or subsequent judicial review in the context of a request for injunctive relief; and
- (b) provides an account of sales to Google or an independent auditor, as appropriate, and, on a monthly basis, pays into an escrow account (or other account managed pursuant to an agreement with an independent trusted third party) a royalty for the acquired MMI

³ The term "injunctive relief," as used in this letter, also includes exclusion orders issued by the U.S. International Trade Commission pursuant to 19 U.S.C. § 1337.

Essential Patent Claims of 2.25% of the net selling price for the relevant end product implementing a standard covered by the acquired MMI Essential Patent Claims.

9. Paragraph 8 is subject to the condition that the counterparty agrees to a reciprocal process for limiting its ability to seek injunctive relief for alleged infringement by Google's products of its own standard essential patents reading on the same standards.

10. Without prejudice to applicable laws, including those further limiting injunctive relief, and judicial review by the court or relevant administrative body hearing the pending request, Google commits to apply the principle described in Paragraphs 8 and 9 with respect to a counterparty (i) against whom MMI has a pending request for injunctive relief⁴ on the basis of infringement of the MMI Essential Patent Claims as of the closing of this acquisition, and (ii) who has not previously had a reasonable opportunity either to license all the MMI Essential Patent Claims for the standards at issue on RAND terms offered by MMI or make a binding and unconditional commitment to license all MMI Essential Patent Claims for the standards at issue on terms that MMI could not reasonably and fairly reject, without prejudice to additional opportunities to make commitments under applicable laws. Google shall withdraw its pending requests for injunctive relief against a counterparty qualifying under (i) and (ii) of this Paragraph if, within 30 days of the close of the acquisition, the counterparty demonstrates its status as a willing licensee as described in Paragraph 8 and satisfies the condition described in Paragraph 9 without prejudice to additional opportunities to make commitments under applicable laws.⁵

11. Further, if Google's consent is required in connection with seeking or enforcement of injunctions for alleged infringement of the acquired MMI Essential Patent Claims in pending proceedings between the date of this letter and closing, Google will provide its consent only if the conditions (i) and (ii) in Paragraph 10 are not satisfied, to the extent permissible under the Merger Agreement and applicable laws.

12. Notwithstanding the foregoing, Google reserves its rights to seek any and all appropriate judicial remedies against counterparties that refuse a RAND license or subsequently breach any of their commitments or the terms of any license agreement covering the acquired MMI Essential Patent Claims or the counterparty's Essential Patent Claims.

⁴ A "pending request for injunctive relief" includes a request for injunctive relief with regard to MMI Essential Patent Claims that has been granted but has not yet been finally enforced.

⁵ Notwithstanding Paragraph 10, Google shall, without prejudice to applicable laws, withdraw any request for injunctive relief that is pending as of the close of the transaction and that involves MMI Essential Patent Claims in the EEA against counterparties satisfying the conditions set out in Paragraph 8 (a) and (b).

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13. Transparency and consistency in licensing practices are important with respect to standard essential patents, and the IEEE and its rules play a critical role in promoting those goals. I am confident that Google's acquisition of MMI will not disturb those goals or otherwise adversely affect the IEEE, its members, or the implementers or consumers of its standards. Please feel free to publish this letter in any way you see fit.

Sincerely,

A handwritten signature in blue ink, appearing to read "Allen Lo". The signature is fluid and cursive, with the first name "Allen" and the last name "Lo" clearly distinguishable.

Allen Lo
Deputy General Counsel