

EXHIBIT 2

WI-SUN ALLIANCE

INTELLECTUAL PROPERTY RIGHTS POLICY

From and after the date that this Intellectual Property Rights Policy ("***IPR Policy***") is adopted, the IPR of the Alliance and its Members shall be governed prospectively by this IPR Policy, all in accordance with the terms of the Wi-SUN Alliance Bylaws. Recognizing that the Alliance is an open participation organization whose activities are focused on encouraging the rapid advancement of interface specifications for smart utility network and related products, consumer electronics, home and building automation, industrial controls, PC peripherals, and other related applications, this IPR Policy is designed to maximize widespread adoption of Specifications. In furtherance of the objective of widespread adoption, the Alliance and its Members agree that barriers to industry use of Adopted Specifications should be limited as much as possible. Capitalized terms used in this Exhibit are defined in **Section 7** of this Exhibit or the applicable Member Agreement.

1. **IPR Categories.** IPR shall be categorized as

follows:

- a) Adopted Specifications;
- b) Alliance IPR; and
- c) Joint IPR

with each category subject to the further terms set forth in this IPR Policy.

2. **Disclosure of Necessary Claims.** Each Member shall be required to disclose Member's Necessary Claims relating to the applicable Proposed Specifications or Adopted Specifications. The Alliance shall develop a declaration form to be used by Members in disclosing the above, which form shall be consistent with the terms of this **Section 2**. Disclosure is based on a participant's own actual and personal knowledge, and no knowledge of the Member on whose behalf the participant is acting (or its employees) regarding patent information will be imputed to such participant. However, a Member is prohibited from intentionally isolating a participant from potentially relevant patent information within the Member organizations so as to avoid the terms of this Section. Nothing in this Section or this Policy imposes any duty or obligation on any participant, Member or prospective member to perform a patent search or other search of intellectual property portfolios. For clarity, a participant is a person who attends the meetings and represents the Member at the meetings.
3. **RAND License for Necessary Claims.** Each Member of the Alliance agrees to grant to each other Member, and any Non-Member who seeks a license, a RAND License

under any and all of the Member's Necessary Claims upon such terms and conditions as may be agreed to between such parties. If a Member ("**Licensor Member**") licenses to another Member ("**Licensee Member**") any Necessary Claims on a fee-based or other royalty-based arrangement, Licensor Member agrees that any existing and future licenses granted to it in connection with any Necessary Claims in existing or future Adopted Specifications by Licensee Member, including, without limitation, any Royalty Free Licenses or other non-fee based arrangements, may be converted to a fee-based or other royalty-based license arrangement on terms similar to terms of the license from Licensor Member to Licensee Member.

4. **Alliance IPR and IPR Contributed to the Alliance.** All right, title and interest in and to any and all IPR, software and documentation created or developed by individuals employed or retained by the Alliance shall vest in the Alliance ("**Alliance IPR**"), and the Alliance shall be free to use and publish any research results, ideas, algorithms, techniques and other information developed for or by the Alliance as determined by the Board of Directors. Members shall have a royalty free license to Alliance IPR.
5. **Joint IPR.** IPR developed jointly by the Alliance and either: (a) a Member pursuant to a separate agreement with the Alliance defining the scope of the work to be performed by such Member; or (b) a Member's contractor acting in their capacity as such, shall be jointly owned by the Alliance and the applicable Member ("**Joint IPR**"). Each joint owner shall be entitled to exercise all rights of ownership as provided by law without, however, an obligation of accounting from one to the other. Provided, however, that the Member and the Alliance will make Joint IPR available to all Members pursuant to terms and conditions determined mutually by the Member and the Alliance. For the purposes of the foregoing, the term "jointly" shall mean that at least one Member employee or contractor and one Alliance employee or contractor assigned to the Alliance qualify as co-inventors as a matter of Japan patent law, in the case of patentable subject matter, or qualify as co-authors as a matter of Japanese copyright law, in the case of copyrightable subject matter.
6. **Clearinghouse Activities.** The Alliance may serve, at the sole discretion of the Member, upon such terms and conditions as may be established by the Board of Directors, as a clearinghouse for the purposes of collecting and distributing any royalties or license fees due to any applicable Members and/or Non-Members in connection with the licensure and/or use of Adopted Specifications.
7. **Definitions.**

"**Adopted Specifications**" means the Specifications that have been approved or adopted by the Alliance pursuant to the procedures set forth in the Corporate Bylaws.

"**Adopter Member**" means any member in the Alliance who has executed the Wi-SUN Adopter Agreement but excluding Promoter Members and Contributor Members

"**Alliance IPR**" is defined in **Section 4.**

"**Fully Comply**" means products or technology that meet all mandatory portions of the applicable Adopted Specifications. If the Adopted Specifications contain optional components, and the product or technology incorporates the optional components, then the products or technology must also meet all implemented optional portions of such Adopted Specifications in order to fully comply with the optional portions of such Adopted Specifications.

"**Interface**" means a set of message and message sequences on the information flowing across a reference point between two identified functional entities or the method by which information, including data and control information, is conveyed between cooperative systems or devices, such as radio frequency communications related subsystems.

"**IPR**" means intellectual property rights, whether by patent, copyright, trade secret or other form of intellectual property.

"**Joint IPR**" is defined in **Section 5**.

"**Licensee Member**" is defined in **Section 3**.

"**Licensor Member**" is defined in **Section 3**.

"**Member**" means any Promoter Member, Contributor Member or Adopter Member, collectively or individually, as applicable.

"**Member's Necessary Claims**" means any and all Necessary Claims which a Member and/or an Affiliate of Member owns, controls and/or otherwise has the ability to license.

"**Necessary Claims**" means those claims of all patents and patent applications throughout the world, existing now or hereafter issued or filed, that: (a) cover or directly relate to one or more of the Proposed Specifications and/or the Adopted Specifications, as applicable; and (b) would be necessarily infringed by an implementation of any Proposed Specifications, if approved as Adopted Specifications, and/or Adopted Specifications, as applicable, where such infringement could not have been avoided by another commercially reasonable non-infringing implementation of such Proposed Specifications and/or Adopted Specifications, as applicable, and such infringement is necessary to meet the implementation requirements of the Proposed Specifications and/or Adopted Specifications, as applicable. Necessary Claims shall not include any claims of any patents or patent applications covering any enabling technologies that are used in the manufacture of products that comply with the Proposed Specifications and/or Adopted Specifications, but are not expressly designated in the Proposed Specifications and/or Adopted Specifications (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, etc.). In appropriate circumstances, a Member may assert that a claim is not a Necessary Claim on the basis that there is a commercially reasonable alternative to the infringing implementation of the Adopted Specification, including providing sufficient documentation evidencing the availability of such a commercially reasonable alternative.

"Non-Member" means any entity who is not a Member.

"Contributor Member" means any Member in the Alliance which has executed the Wi-SUN Contributor Member Agreement.

"Promoter Member" means any Member in the Alliance which has executed the Wi-SUN Promoter Member Agreement.

"Proposed Specifications" means Specifications and/or any additions and/or modifications to existing Adopted Specifications (but not the underlying Adopted Specifications) recommended for review to the Alliance by the Board of Directors.

"RAND License" means a worldwide non-exclusive license to Necessary Claims on fair, reasonable and non-discriminatory terms and conditions, without a right to sublicense, to make, have made, use, import, sell, offer to sell, license, promote or otherwise distribute and dispose of product or technology that Fully Comply with the applicable Adopted Specifications. Such RAND License to Necessary Claims shall be transferable by the licensee only with the written consent of the licensor; such consent may not be unreasonably withheld or delayed.

"Royalty Free License" means a no cost, worldwide, perpetual, non-exclusive, non-transferable, license, without the right to grant sublicenses, under Necessary Claims, to make, have made, use, import, sell, offer to sell, license, promote or otherwise distribute and dispose of resulting product or technology that Fully Comply with the applicable Adopted Specifications.

"Specifications" means documents or specifications that define or specify one or more aspects of an Interface. Interfaces may be defined and/or specified by using either message oriented descriptions or a protocol specification.

