

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

In the Matter of

**CERTAIN VIDEO-CAPABLE
ELECTRONIC DEVICES**

Inv. No. 337-TA-1481

**ORDER NO. 18: INITIAL DETERMINATION GRANTING JOINT MOTION TO
TERMINATE THE INVESTIGATION IN ITS ENTIRETY ON THE
BASIS OF ARBITRATION AGREEMENT**

(July 17, 2026)

On July 13, 2026, Complainants InterDigital, Inc. and InterDigital VC Holdings, Inc. (“Complainants” or “InterDigital”) and Respondents Amazon.com, Inc. and Amazon.com Services LLC (collectively “Respondents” or “Amazon,” and with Complainants, the “Parties”) filed a joint Motion (“Mot.” or “Motion”; Mot. Dkt. No. 1481-015) to terminate the investigation in its entirety based on the execution of an Arbitration Agreement between InterDigital and Amazon. Mot. at 1.

Commission Rule 210.21 provides in relevant part that, “[a]ny party may move at any time to terminate an investigation in whole or in part as to any or all respondents on the basis of a settlement, a licensing or other agreement, including an agreement to present the matter for arbitration.” 19 C.F.R. § 210.21(a)(2), (d). Commission Rule 210.21(d) governs termination of an investigation by an arbitration agreement. Commission Rule 210.21(d) further specifies that in order for an investigation to be terminated as to a respondent on the basis of an agreement between the parties to present the matter for arbitration, the ALJ must certify the motion for termination and a copy of the arbitration agreement with an initial determination if the motion

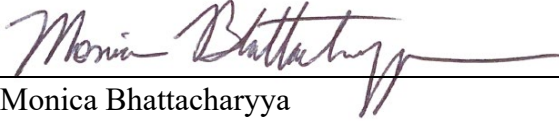
for termination is granted. 19 C.F.R § 210.21(d). In addition, the motion must include a public version of any arbitration agreement containing confidential business information. *Id.*

Consistent with Commission Rule 210.21(d), the Parties provided a copy of the arbitration agreement, which is not identified or marked as containing confidential business information. Mot. at Ex. 1. The motion states that apart from the provided arbitration agreement, “there are no other agreements, written or oral, express or implied between the private parties concerning the subject matter of this Investigation.” Mot. at 2. Furthermore, the parties submit that the requested termination “will not adversely affect the public health and welfare, competitive conditions in the United States economy, production of like or directly competitive articles in the United States, or U.S. consumers.” Mot. at 2. The undersigned finds no evidence of any adverse impact on the public interest from termination of this investigation.

For the reasons discussed above, and there being no opposition, it is the undersigned’s initial determination that the motion to terminate (1481-015) is hereby GRANTED, and the investigation shall be terminated in its entirety. This initial determination, along with supporting documentation, is hereby certified to the Commission. The Motion and Arbitration Agreement are attached hereto as Attachment A.

Pursuant to 19 C.F.R. § 210.42(h), 210.42(c)(1) this initial determination shall become the determination of the Commission unless a party files a petition for review of the initial determination pursuant to Commission Rule 210.43(a), or the Commission, pursuant to Commission Rule 210.44, orders, on its own motion, a review of the initial determination or certain issues contained herein. *See* 19 C.F.R. § 210.42(d).

SO ORDERED.



Monica Bhattacharyya
Administrative Law Judge

Attachment A

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

**Before The Honorable Monica Bhattacharyya
Administrative Law Judge**

In the Matter of

**CERTAIN VIDEO-CAPABLE
ELECTRONIC DEVICES**

Investigation No. 337-TA-1481

JOINT MOTION TO TERMINATE THE INVESTIGATION IN ITS ENTIRETY

Pursuant to 19 C.F.R. § 210.21(d) and Ground Rule 3 (Order No. 2), Complainants InterDigital, Inc. and InterDigital VC Holdings, Inc. (“Complainants” or “InterDigital”) and Respondents Amazon.com, Inc. and Amazon.com Services LLC (collectively “Respondents” or “Amazon,” and with Complainants, the “Parties”) respectfully jointly move to terminate this Investigation in its entirety based on the attached Arbitration Agreement between InterDigital and Amazon. *See* Exhibit 1.

I. ARGUMENT

Under Commission Rule 210.21(a)(2), “[a]ny party may move at any time to terminate an investigation in whole or in part as to any or all respondents on the basis of a settlement, a licensing or other agreement, including an agreement to present the matter for arbitration.” The Parties have entered into the Arbitration Agreement (Exhibit 1) through which the Parties have agreed to submit disputes at issue in this Investigation to binding arbitration. Pursuant to 19 C.F.R. § 210.21(a)(1), the Parties state that apart from the Arbitration Agreement (Exhibit 1), there are no other agreements, written or oral, express or implied between the private parties concerning the subject matter of this Investigation.

The Arbitration Agreement provides bases to discontinue this Investigation, and the arbitration contemplated by the Agreement is likely to resolve the dispute between the Parties.

Moreover, pursuant to 19 C.F.R. § 210.50(b)(2), the Parties submit that granting this Motion to Terminate will not adversely affect the public health and welfare, competitive conditions in the United States economy, production of like or directly competitive articles in the United States, or U.S. consumers. Granting this Motion to Terminate is in the interest of the public and administrative economy. Commission policy and the public interest generally favor termination based on arbitration and/or patent license agreements, which conserves resources for both the Commission and the private parties, and termination based on an arbitration and/or patent license agreement is routinely granted. *See, e.g., Certain Digital Cameras, Software, & Components Thereof*, Inv. No. 337-TA-1059, Comm’n Notice, at 3 (Mar. 8, 2019) (“Moreover, the public interest favors settlement to avoid needless litigation and to conserve public and private resources.”); *Certain LED Lighting Devices, LED Power Supplies, & Components Thereof*, Inv. No. 337-TA-1081, Order No. 42 at 2 (May 2, 2018) (“The public interest generally favors settlement to avoid needless litigation and to conserve public resources.”); *Certain Video Capable Electronic Devices, Including Computers, Streaming Devices, Televisions, And Components And Modules Thereof*, Inv. No. 337-TA-1380, Order No. 49 at 3 (Nov. 25, 2024). Thus, the Parties respectfully and jointly request that the ALJ issue an Initial Determination terminating Investigation No. 337-TA-1481 in its entirety in accordance with the provisions of 19 U.S.C. § 1337(c) and 19 C.F.R. § 210.21.

II. CONCLUSION

For the foregoing reasons, the Parties respectfully request that the ALJ issue an Initial Determination granting this Motion by terminating this Investigation in its entirety in accordance with 19 C.F.R. § 210.21(d) and certify the Initial Determination to the Commission.

Dated: July 13, 2026

/s/ Richard A. Kamprath

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*Counsel for Complainants InterDigital, Inc.
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Respectfully submitted,

/s/ Veronica S. Ascarrunz

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*Counsel for Respondents Amazon.com Inc.
and Amazon.com Services LLC*

CERTIFICATE OF SERVICE

I, Melissa Kalka, hereby certify that on July 13, 2026, a true and correct copy of the foregoing document was served by the indicated means to the persons at the addresses below:

The Honorable Lisa R. Barton Secretary to the Commission U.S. International Trade Commission 500 E Street, SW, Room 112 Washington, DC 20436	☐ Via Hand Delivery ☐ Via Express Delivery ☐ Via First Class Mail ☒ Via EDIS
The Honorable Monica Bhattacharyya Administrative Law Judge U.S. International Trade Commission 500 E Street, S.W. Room 317 Washington, D.C. 20436	☐ Via Hand Delivery ☐ Via Express Delivery ☐ Via First Class Mail ☒ Other: Email to Bhattacharyya337@usitc.gov
Veronica S. Ascarrunz Sheppard, Mullin, Richter & Hampton LLP 2099 Pennsylvania Avenue, NW, Ste 100 Washington, D.C. 20006-6801 (202) 747-1900 Robin L. Brewer Sheppard, Mullin, Richter & Hampton LLP Four Embarcadero Center, 17th Floor San Francisco, California 94111-4109 (415) 434-9100 Thomas N. Millikan Joseph P. Reid Sheppard, Mullin, Richter & Hampton LLP 501 W. Broadway, 18th Floor San Diego, CA 92101 (619) 338-6500 Stephen S. Korniczky Martin R. Bader Ryan P. Cunningham Sheppard, Mullin, Richter & Hampton LLP 12275 El Camino Real, Suite 100 San Diego, CA 92130-4092	☐ Via Hand Delivery ☐ Via Express Delivery ☐ Via First Class Mail ☒ Other: Email to InterDigitalAmazonITCPerkins@perkinscoie.com LegalTm-Amazon-IDC-ITC@sheppardmullin.com

Tel: (858) 720-8900 Jon R. Carter Perkins Coie LLP 700 13th Street, NW, Suite 800 Washington, DC 20005-3960 (202) 654-6200 <i>Counsel for Amazon.com, Inc. and Amazon.com Services, LLC</i>	
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/s/ Melissa Kalka

Melissa Kalka
Senior Paralegal
McKool Smith

EXHIBIT 1

ARBITRATION AGREEMENT

This Arbitration Agreement (the “**Agreement**”) is entered into on the date that it is executed by the last party to execute below (the “**Arbitration Agreement Effective Date**”)

Between

(1) InterDigital Inc (for itself and on behalf of its Affiliates)

(“**InterDigital**”)

and

(1) Amazon.Com, Inc.

(2) Amazon Technologies, Inc.

(together “**Amazon**”, each of InterDigital and Amazon being a “**Party**” and InterDigital and Amazon together being the “**Parties**”)

Whereas

Amazon has commenced Claim No. HP-2025-000043 (the “**Claim**”) in the Patents Court (the “**Patents Court**”) in the England & Wales High Court of Justice (the “**Court**”) seeking a license to certain Patents licensable by InterDigital on RAND terms.

It is the intent of the Parties that Amazon be licensed to certain Patents licensable by InterDigital or its Affiliates (“**InterDigital's Patents**”) on RAND terms.

The Parties shall finalize such a license by submitting any contested licensing terms to binding arbitration.

It is agreed as follows:

1. DEFINITIONS

“**Affiliate**” shall mean a corporate entity controlled by, controlling, or under common control with a Party;

“**AVC Licensed Standards**” means the Advanced Video Coding standards designated H.264 or MPEG-4 Part 10 by the Joint Video Team (JVT) through ISO/IEC MPEG and ITU-T VCEG including optional features thereof;

“**HEVC Licensed Standards**” means the High Efficiency Video Coding standards designated H.265 or MPEG-H Part 2 by the Joint Collaborative Team on Video Coding through ISO/IEC MPEG and ITU-T VCEG including optional features thereof;

“**ICC**” means the arbitration institution of the International Chamber of Commerce headquartered at 33-43 avenue du Président Wilson, 75116 Paris, France;

“**Licensed Standards**” means the AVC Licensed Standards and the HEVC Licensed Standards;

“Patent(s)” means any and all classes and types of patents, utility models, invention registrations, and equivalent rights (including originals, reexaminations (including any amended claims issuing from any inter partes review or covered business method proceeding), reissues and extensions), and applications for any of the foregoing (including provisionals, divisionals, continuations, continuations-in-part, and foreign counterparts) in all countries of the world.

“Tribunal” means the Arbitral Tribunal to be constituted pursuant to Clause 3 below.

2. PATENT LICENSE

- 2.1 Subject to Clauses 3.14 and 3.15, through the Arbitration (defined below), the Parties shall finalize the terms of a binding worldwide settlement, release, and patent license agreement granting rights under certain of InterDigital’s Patents to Amazon and its Affiliates (subject to Clause 2.4) on RAND terms (the **“Completed License”**).
- 2.2 The Parties specifically seek a determination by the Tribunal of the royalties in dispute (**“Contested Royalties”**), as well as resolution of any disputed contractual terms and conditions between the Parties (**“Contested Contractual Provisions”** and collectively, with the Contested Royalties, the **“Contested Terms”**), as stated in a form license agreement which will be submitted in the Arbitration (as defined below) in a form presenting the text contended for by both of the Parties (the **“Form License Agreement”**). The Form License Agreement will be submitted as an exhibit to any Request for Arbitration (as defined in the ICC Rules, defined below). For the purposes of clarity, with respect to the Contested Royalties, the Parties do not have to include their respective positions in the Form License Agreement at the time of its submission in the Arbitration.
- 2.3 The Tribunal shall have no authority to exclude in the final award and/or Completed License any term of the Form License Agreement which is agreed by the Parties.
- 2.4 The Form License Agreement shall not include, and the Tribunal shall have no authority to include in the final award or the Completed License, a license to Amazon or any of its Affiliates for any commercial services provided to third party streaming or content delivery platforms unless such services: (a) are provided to an Amazon Channels partner through Amazon’s Prime Video add-on Subscriptions (**“Channels”**) program and (b) the content of such Amazon Channels partner is encoded and/or transcoded by Amazon and accessed by and directly provided to end users through an Amazon branded platform; and (c) are monetized via a subscription fee or payment paid by end users directly to Amazon or its Affiliates, advertising revenue paid, at least in part, to Amazon or its Affiliates, or some combination of the two. The Form License may include services provided to Amazon’s Channel partners, provided that such services meet the conditions of (a), (b) and (c) above. For the avoidance of doubt, Amazon shall be entitled to contend for a non-exhaustive standstill, covenant not to sue, defensive termination clauses, or other provisions which grant similar non-exhaustive terms solely to Amazon and/or its Affiliates (but not including any other customers or any third parties) in respect of, inter alia, any unlicensed commercial services provided to commercial third parties. **“Non-exhaustive”** means that: (i) InterDigital’s rights are not exhausted as against any customers or third parties as a result of any such standstill or terms; and/or (ii) the rights granted to Amazon and/or its Affiliates do not create any implied licenses to such customers or third parties. For the purposes of clarity, either party may make representations to the Tribunal as to whether limitation periods should or should not be tolled during the period of any such standstill, covenant not to sue, or similar terms.

- 2.5 InterDigital shall not contend in the Arbitration that any of the Form License Agreement, final award and/or the Completed License shall exclude a license to Amazon and/or its Affiliates of InterDigital's Patents required to implement the Licensed Standards, and/or to encode a bitstream capable of being decoded under the Licensed Standards, on RAND terms. In the event that Amazon contends that any such Patents shall be included in the final award and/or the Completed License, InterDigital agrees that such Patents shall be licensed on RAND terms and the Tribunal shall have no authority to exclude those Patents from the final award and/or the Completed License.
- 2.6 The issues set out in this Clause 2 and Clauses 3 and 7 below shall form the scope of the Arbitration (as defined below).

3. SUBMISSION TO ARBITRATION

- 3.1 During the 30-day period (which time period may be extended by the Parties by agreement) following the Arbitration Agreement Effective Date, the Parties shall attempt to reach agreement on as many terms of the Form License Agreement as possible, identifying competing options where the Parties cannot agree. During such period, the Parties shall jointly prepare the Form License Agreement consisting of both the agreed and Contested Terms.
- 3.2 In the event that, at the expiry of the 30-day negotiation period (or such longer period as agreed by the Parties), the Parties have not reached agreement on all terms of the Form License Agreement, the Parties shall submit resolution of any Contested Terms to a final and binding arbitration in accordance with the terms of Clauses 2 and 3 herein (the "**Arbitration**"). Such submission to Arbitration shall not restrict either Party from applying to court as provided for in Clause 3.15.
- 3.3 Upon submission of the Form License Agreement with the Request for Arbitration as set forth in Clause 2.2, the Parties shall treat the Form License Agreement including the Contested Terms as a binding license agreement between the Parties, retroactively effective as of 29 August, 2025, subject only to the Tribunal's determination of the Contested Terms in the Form License Agreement as reflected in the Completed License. The parties agree that no payments shall be made until the final award is issued.
- 3.4 The Parties hereby agree that the Tribunal appointed pursuant to this Agreement shall have the power and, unless the Parties agree otherwise, the obligation, to determine the Contested Terms and to declare the terms of the Completed License accordingly as part of the final award. The Tribunal shall resolve the Parties' dispute over Contested Terms through application of RAND principles. Solely for the purposes of the Arbitration (and without prejudice to InterDigital's right to argue in other proceedings that RAND licensing commitments do not apply to encoding patents) the Parties agree that the Tribunal will apply RAND principles in order to determine the Contested Terms in respect of InterDigital's claims of Patents required to implement the Licensed Standards, and/or to encode a bitstream capable of being decoded under the Licensed Standards.
- 3.5 In determining the Contested Terms for the purposes of preparing the Completed License, the Tribunal shall have the power to adopt: (i) the drafting of a Contested Term proposed by one of InterDigital or Amazon; or (ii) such other drafting as the Tribunal shall consider appropriate, having heard submissions on such drafting from the Parties. The Tribunal shall not have the power to amend any term of the Form License Agreement which has been agreed by the Parties, save to ensure it is compatible with the Tribunal's drafting of one or more of the Contested Terms.

- 3.6 The Arbitration shall be conducted under the Rules of Arbitration of the ICC in force as at the date of the commencement of the Arbitration (the "**ICC Rules**"), save as set out herein. In the event of a conflict between the ICC Rules and this Agreement, the provisions of this Agreement shall prevail.
- 3.7 The seat (or legal place) and venue of the Arbitration shall be London. The language of the arbitration shall be English.
- 3.8 The Parties may cite law from any jurisdiction in their arguments to the Tribunal, but the Tribunal is not obligated to follow precedent of any specific jurisdiction and may give whatever weight it deems appropriate to such citations.
- 3.9 The Tribunal shall be comprised of three (3) arbitrators. InterDigital and Amazon shall each nominate one arbitrator in accordance with the ICC Rules. The third (presiding) arbitrator shall be a person qualified in a common law jurisdiction who has acted as arbitrator in at least twenty (20) arbitrations within the fifteen (15) years preceding the Arbitration Agreement Execution Date, and shall be nominated jointly by the two co-arbitrators within 30 days of the confirmation of the appointment of the last of the party-nominated arbitrators. The presiding arbitrator shall not, unless otherwise agreed, be a person who has (i) been nominated as an arbitrator by either Party or its Affiliates within the five years preceding the Arbitration Agreement Effective Date, and/or (ii) advised, advocated or acted as a judge, arbitrator or mock arbitrator, in relation to F/RAND SEP matters in the last 15 years.
- 3.10 The two party-nominated arbitrators shall be entitled to consult with their respective nominating party in respect of the selection of the third arbitrator.
- 3.11 In the event the two party-nominated arbitrators are unable to agree on a third (presiding) arbitrator, InterDigital and Amazon will employ a rank-and-strike procedure for selection of the presiding arbitrator. Within five (5) days of the expiration of the 30-day period for selecting the presiding arbitrator, the ICC International Court of Arbitration ("ICC Court") shall provide to the Parties a list of seven (7) candidates for the presiding arbitrator, each of whom shall meet the qualifications specified in Clause 3.9. Each Party shall be entitled to strike up to two (2) candidates each and rank the remaining candidates, and shall send their rankings to the ICC Court within five (5) working days of receiving the list. The ICC Court shall appoint the highest ranked candidate as the third arbitrator (if two or more candidates are ranked equally, preference should be given to the candidate who is ranked highest by both Parties). In the event of a tie, the Parties agree that the ICC Court shall appoint the third arbitrator from the tied candidates in consultation with the two party-nominated arbitrators.
- 3.12 The Parties agree that ICC Rules Article 38 shall not bar a party from seeking to appeal the final award pursuant to Section 69 of the Arbitration Act 1996.
- 3.13 The Parties agree that all of the pleadings, disclosure, documents and evidence disclosed or submitted in the Claim shall automatically form part of the arbitral record and, to the extent required, shall seek permission from the Patents Court for the release of such documents for use in the Arbitration. To that end:
 - 3.13.1 Except to the extent the scope of the issues that the Tribunal will be required to determine in the Arbitration is different from the Statements of Case submitted in the Claim or where Statements of Case have not yet been served, the Statements of Case submitted in the Claim, including (without limitation) the Statements of Case on RAND served by the Parties in the Claim and

answers to Civil Procedure Rules Part 18 Requests for Information, stand as the positions of the parties in the Arbitration and, in any event, no Party shall be entitled to resile from any admissions therein without the agreement of the other Party (or, failing agreement, express permission of the Tribunal) but the parties shall be entitled to make such further submissions in support of their respective cases in the Arbitration as permitted by the Tribunal, as required to ensure the Statements of Case are compliant with the ICC Rules and/or as needed to reflect the scope of the issues that the Tribunal will be required to determine in the Arbitration;

3.13.2 The Parties agree that they shall be under a continuing duty of disclosure during the course of the Arbitration to disclose any documents which may be discovered or created following the date of this Agreement and which would otherwise be, or would otherwise have been, disclosable in the Claim, including, but not limited to, patent license agreements entered into with third parties. In the event that any of these documents are subject to confidentiality obligations, each Party undertakes to use its best endeavors to obtain the agreement of the relevant third party or parties to permit disclosure of the document in the Arbitration, including by inclusion of a provision allowing for disclosure of the agreement by order of an arbitral tribunal where such agreement has not been entered into as of the date of this Agreement;

3.13.3 The Parties shall seek from the Tribunal an order adopting the confidentiality regime in the Claim as recorded in the Confidentiality Order of Meade J dated 16 March 2026 (and as may be amended from time to time) (the “**Court Confidentiality Order**”) (*mutatis mutandis*) for the treatment of confidential information in the Arbitration insofar as it concerns both Parties;

3.14 The Parties agree that, before commencing the Arbitration, the Parties will seek and obtain from the Patents Court:

3.14.1 As part of the request for a stay of the Claim, (i) the release of the pleadings, disclosure, documents and evidence disclosed or submitted in the Claim for use in the Arbitration, (ii) an order amending the Court Confidentiality Order to include use in the Arbitration as part of the “Purpose” (as defined in the Court Confidentiality Order), and (iii) an order that the Patents Court will retain jurisdiction for enforcing the Court Confidentiality Order;

3.14.2 As part of the request for a stay of the Claim, (i) an order in respect of Clause 3.13.2, and (ii) an order that the Patents Court will retain jurisdiction for the purposes of making orders under Clause 3.15.

In the event that the Patents Court refuses to make any of the orders, InterDigital agrees that it shall not oppose any application to appeal from the decision of the Patents Court, including to the Court of Appeal and/or the UK Supreme Court.

3.15 Either Party may apply to any court (including, without limitation, the Patents Court and the Court) for disclosure and/or inspection of documents in circumstances where such documents are outside of the control of either of the Parties, and/or where disclosure and/or inspection of such documents is being prevented or resisted by a third party, and the Parties agree that:

3.15.1 neither Party shall oppose such disclosure request on the grounds that disclosure should not be provided for use in the Arbitration (for the avoidance

of doubt, either Party may raise objections to disclosure on the basis of legal privilege, relevance or proportionality);

- 3.15.2 the order staying the Claim shall leave open the Claim solely (i) to make applications for disclosure, (ii) in order to receive disclosure (including by way of example by 28 U.S.C. § 1782 applications), (iii) for amending and/or enforcing the Court Confidentiality Order and (iv) for the Patents Court to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement pending the constitution of the Tribunal (in accordance with Clause 4.2 below);
- 3.15.3 no application shall be made to a court for disclosure in the event that the applying Party has already had an application in respect of the same disclosure request refused by the Tribunal.

For the avoidance of doubt, in respect of disclosure requests covered by this Clause 3.15, there shall be no obligation on either Party to make an application to the Tribunal prior to making an application to a court. For the further avoidance of doubt, this Agreement or the commencement of the Arbitration shall not restrict either Party from applying to court as provided for in this Clause 3.15.

- 3.16 At the first procedural case management conference following the constitution of the Tribunal, the Parties shall discuss with the Tribunal how best, from a procedural perspective, to achieve the Parties' agreement that the Statements of Case filed by the Parties in the Claim stand as the Parties' positions in the Arbitration. The Parties agree that this discussion will be framed by the Parties' agreement that the procedural timetable shall adopt the following sequential procedure in respect of the submission of pleadings, disclosure of documents and exchanges of evidence:
 - 3.16.1 Parties to submit pleadings in the form required by the ICC Rules; and
 - 3.16.2 Further document production.
 - 3.16.3 The Tribunal shall then determine a schedule and mechanism by which the parties submit fact and expert evidence and further submissions. If the Tribunal orders a memorial approach, InterDigital shall serve its memorial first. Further, the Parties hereby agree that the Tribunal shall have the power (exercisable on application and at the discretion of the Tribunal) to order a Party to provide (within such period as the Tribunal may direct) a substantive written response to one or more requests for further information or clarification.
- 3.17 Save that InterDigital shall repay Amazon the costs paid pursuant to the order dated 7 April 2026 of the Munich District Court with case number 21 O 12112/25, each Party agrees to bear its own fees and costs in the Arbitration (including its share of the fees and expenses of the Tribunal and the ICC fixed by the ICC Court in relation to the Arbitration) and all related proceedings, whether arbitral or judicial, including fees and costs incurred to date by each party in proceedings between the Parties.
- 3.18 Save where the Tribunal or Parties are discussing confidential information, the arbitration shall be held in a manner that permits members of the public to access the proceedings, which may be via electronic means. If members of the public attending the hearing request copies of written arguments and evidence where such documents stand in the place of oral argument or evidence, the Parties shall make available copies redacted where necessary to remove confidential information. The Parties shall establish a publicly accessible electronic docket for the Parties to make available copies

of written arguments, pleadings and evidence to the public, with appropriate redactions to remove confidential information. The Tribunal may make an order restricting or prohibiting the use of a document by the public which has been disclosed, even where the document has been read to or by the Tribunal, or been referred to, at a hearing which has been held in public. The ICC shall publish the final award subject to any necessary redaction of confidential information in accordance with the order to be obtained by the Parties pursuant to Clause 3.13.3 above. The published award shall include the main points of principle decided in the award (with reasoning) and the overall valuation approach in a manner which is consistent with the level of publicly available detail in a Patents Court F/RAND judgment, which for the avoidance of doubt shall include (in unredacted form) the amount of the payment to be made as Contested Royalties under the Completed License as determined by the Tribunal.

- 3.19 Upon the conclusion of any challenge to the final award (which includes where no challenge is made within the time limits to bring such a challenge pursuant to the terms of the Arbitration Act 1996), the Parties agree that the final award and Completed License shall be final and binding on the Parties and that the Parties will comply with their terms. In addition, the Parties shall execute the Completed License set by the Tribunal in the final award but failure by either party to execute the Completed License shall in no way affect the final and binding nature or enforceability of the final award and/or Completed License.
- 3.20 Following the conclusion of the hearing on the merits and submission of the post-hearing briefs (if any), the Tribunal shall prepare a full and complete draft of its final award on the merits (the “**Preliminary Award**”) which shall include a full draft of the Completed License. Prior to submitting the Preliminary Award to the ICC Court for scrutiny, the Tribunal shall circulate the Preliminary Award to the Parties by email. The Parties agree as follows:
 - 3.20.1 Within seven days of the date on which the Tribunal circulates the Preliminary Award, each of the Parties shall identify in writing to the Tribunal and other Party any clear error of law that is material and prejudicial and determinations of fact that are clearly erroneous;
 - 3.20.2 If either Party has indicated it wishes to have such errors fixed, that Party shall file submissions setting out its position within 21 days after the date the respective Party notified the other party of its intention to correct certain errors;
 - 3.20.3 The other Party may reply to the submission of the other Party within 14 days of the filing of that submission or as otherwise directed by the Tribunal;
 - 3.20.4 Neither Party may submit new evidence (fact or expert);
 - 3.20.5 Neither Party may submit new legal authorities other than for the purposes of establishing materiality or prejudice;
 - 3.20.6 Save as set out above, no other submissions shall be permitted by either Party without the permission of the Tribunal; and
 - 3.20.7 The Tribunal shall consider the Parties’ submissions, if any, and may elect at its discretion to call a hearing for the Parties to make oral submissions. Following consideration of the Parties’ submissions, if any (whether written or oral), the Tribunal may elect at its discretion to either amend the Preliminary Award or make no changes to the Preliminary Award. The Tribunal shall then endeavour to finalize the award in accordance with the

ICC Rules and submit the final draft award to the ICC Court within 28 days of the reply submission at paragraph 3.20.3 above, or where an oral hearing is held, within 28 days of the conclusion of that hearing.

- 3.21 At any point prior to the Tribunal submitting the Preliminary Award to the ICC Court, the Parties shall be at liberty to continue negotiations regarding the Contested Terms and any consequential amendments to agreed terms in the Form License Agreement. Upon reaching agreement on any Contested Term, the Parties shall promptly notify the Tribunal accordingly and provide the Tribunal with an updated Form License Agreement. The agreed term shall no longer be considered a Contested Term and shall not be altered by the Tribunal save as permitted pursuant to Clause 3.5 above. For the avoidance of doubt, nothing about this Clause 3.21 is intended to prevent the Parties from continuing to negotiate after submission of the Preliminary Award to the ICC Court.
- 3.22 The Parties agree that within 5 working days after the Arbitration Agreement Effective Date, to the extent not already done:
- 3.22.1 they shall apply to withdraw the proceedings identified in Annex A to this Agreement.
 - 3.22.2 they shall apply to stay any existing litigation as to the other Party or its Affiliates identified in Annex B to this Agreement, but excluding the proceedings identified in Annex A to this Agreement. To the extent that a stay is not achieved in a reasonable timeframe, they shall withdraw the proceedings without prejudice;
 - 3.22.3 they shall make such applications as are required under Clause 3.14 above. Following the making of the Orders pursuant to Clause 3.14.1, the Parties shall apply to stay the Claim, save for the purpose of making any application or Order pursuant to Clauses 3.14.2 and/or 3.15 above and for enforcing the Court Confidentiality Order,
 - 3.22.4 save in respect of the Claim, in the event that neither stay nor dismissal of a set of proceedings is possible (for example in the event that consent of the court is required but is not given) neither Party shall take any step in those proceedings that is inconsistent with the Parties' intention to terminate those proceedings with no decisions on the merits;
- 3.23 From the Arbitration Agreement Effective Date until the earlier of:
- (i) the signing of a patent license agreement as a result of a settlement agreement entered into by the Parties which moots the need for the Arbitration; or
 - (ii) the conclusion of any challenge to the final award (which includes where no challenge is made within the time limits to bring such a challenge pursuant to the terms of the Arbitration Act 1996),
- each Party and its Affiliates shall not commence or reinstate any litigation, or facilitate or participate in the commencement or reinstatement of any litigation against the other Party or its Affiliates: (i) specifically identified in Annex A or Annex B to this Agreement; or (ii) in respect of any Patents owned by, controlled by or held or managed for the benefit of either Party or its Affiliates, to the extent that either Party is contending that such Patents will be included within the scope of the Completed License, including for the avoidance of doubt

by way of license, standstill, covenant not to sue, defensive termination clauses, or other provisions which grant similar non-exhaustive terms and including any (anti-)anti-suit applications as currently pending between the Parties; and

- 3.23.1 the time periods under the laws of limitation and/or provisions of equivalent effect in all jurisdictions in respect of any rights in issue in proceedings stayed or withdrawn pursuant to Clause 3.22 shall be suspended and not run during the pendency of the Arbitration.

4. GOVERNING LAW AND JURISDICTION

- 4.1 This Agreement (including any non-contractual claims such as claims of misrepresentation or fraud, arising out of this Agreement or in connection with the negotiation of this Agreement) is governed by the laws of England and Wales.
- 4.2 Until the Tribunal is constituted, each party agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement. For the avoidance of doubt, this Clause 4.2 shall not restrict a party's right, after a Tribunal has been constituted, to apply to a court as provided for in Clause 3.15.

5. SEVERABILITY

- 5.1 Save as to Clause 3.14.1, if any provision or part-provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of being performed, it shall, if possible, be replaced with a clause intended to achieve the same or a similar result), but that shall not affect the validity and enforceability of the rest of this Agreement.

6. REPRESENTATIONS AND WARRANTIES

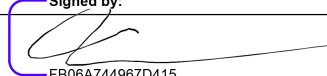
- 6.1 Each Party represents and warrants that it is entering this Agreement voluntarily, in the absence of duress, and has the right and authority to enter into this Agreement. InterDigital represents and warrants that it has the right and authority to enter into this Agreement on behalf of all of its Affiliates, binding all of its Affiliates to this Agreement.
- 6.2 InterDigital, on behalf of itself and its Affiliates represents, warrants and covenants that it has, and will continue to have, the rights necessary to grant the licenses, standstills and other rights of the full scope as set forth in InterDigital's version of the Contested Terms in the Form License Agreement and the Completed License without requiring any consent of or payment to any other person or that if any consents were necessary, such consents were obtained; and (ii) will promptly notify Amazon if any of the rights necessary to grant the licenses, standstills and other rights in Amazon's or the Tribunal's version of the Contested Terms require consent or payment to any other person if granted to Amazon.
- 6.3 Each Party covenants that it shall be liable for any acts or omissions of its Affiliates that would constitute a breach of this Agreement if committed by the Party directly and shall procure that each of its Affiliates complies with all relevant terms, conditions, and obligations of this Agreement as if such Affiliate were itself a Party hereto. Each Party hereby agrees, and agrees to cause its Affiliates, to execute any further documents, confirmation or other instrument reasonably necessary or appropriate to complete, effectuate and give full effect to this Agreement and, following the final award, the Completed License.

7. WIFI

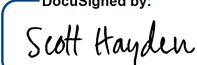
- 7.1 The Parties agree that the Completed License shall include a license to certain WiFi Patents licensable by InterDigital, including the patents and standards previously licensed under the Patent License Agreement between InterDigital Patent Holdings Inc and Amazon Technologies Inc effective as of 1 January 2021 (the “**Wi-Fi Patents**” and the “**Wi-Fi Standards**”). However, the Parties agree that for a period of four (4) months following the date of this Agreement they shall seek to negotiate the terms of a stand-alone license to the Wi-Fi Patents to the Wi-Fi Standards. If at the conclusion of the four month period (unless extended by agreement of the Parties), they have not entered into a stand-alone license, the Tribunal shall determine the terms as part of the Arbitration. Each party may seek from the Tribunal an order for discovery of the other party’s license agreements (to the extent not already disclosed) which license patents essential to the Wi-Fi Standards, under the same confidentiality terms as recorded in the Court Confidentiality Order. Where such licenses may contain third party confidential information, and the third party opposes disclosure, the requesting party may use the procedure in Clause 3.15.

In witness whereof the parties have executed this Agreement on the dates set out below

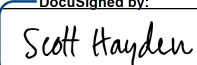
InterDigital Inc
(for itself and on behalf of its Affiliates)

Signed by:

FB06A744967D415...
Julia C. Mattis
EVP, Chief Licensing Officer
02 July 2026

Amazon.com, Inc.

DocuSigned by:

96D4849D38854C3...
Scott Hayden
VP
06 July 2026

Amazon Technologies, Inc

DocuSigned by:

96D4849D38854C3...
Scott Hayden
VP
06 July 2026

Annex A: Withdrawn Proceedings

No.	Claim Number	U.S. Patent Number (if applicable)
IPR		
1.	IPR2026-00192	12,143,606
2.	IPR2026-00193	11,936,876
3.	IPR2026-00195	10,250,877
United States International Trade Commission		
4.	Certain Video-Capable Elec. Devices, 337-TA-1481	1) US 10,741,211 2) US 9,747,674 3) US 8,363,724 4) US 8,681,855 5) US 11,917,146
2021 Wi-Fi PLA Arbitration		
5.	01-25-0004-9935	
Munich Regional Court		
6.	21 O 12112/25	
7.	6 U 3855/25 e	
Unified Patents Court		
8.	UPC_CFI_936/2025	
9.	UPC_CoA_936/2025	
10.	UPC_CFI_1376/2025	
Courts of England and Wales		
11.	(A)AASI application	

Annex B: Stayed Proceedings

No.	Claim Number	Patent Numbers (if applicable)
Brazil (Sao Paulo State Court)		
12.	1109939-15.2025.8.26.0100	1) PI 0305519-1 2) PI 0318787-0 3) PI 0318822-1 4) PI 0318823-0 5) PI 0318824-8 6) PI 0318825-6 7) PI 0305517-5 8) BR 112012031160-3 9) PI 0714119-0 10) PI 0717936-7 11) PI 0305518-3 12) PI 0318775-6 13) PI 0318818-3 14) PI 0318819-1 15) PI 0318820-5 16) PI 0318821-3 17) PI 0418464-5 18) PI 0506846-0 19) PI 0715770-3 20) PI 0809916-2 21) PI 1007869-0
Brazil (Rio De Janeiro State Court)		
13.	3021485-26.2025.8.19.0001	1) PI 0305519-1 2) PI 0318825-6
14.	3000700-12.2026.8.19.0000	
Munich Regional Court		
15.	21 O 14005/25	EP 2 875 487
16.	7 O 14917/25	EP 2 132 923
17.	7 O 25/26	EP 3 323 104
German Federal Patent Court		
18.	6 Ni 10/26	EP 2 875 487
19.	5 Ni 27/25	EP 2 132 923
20.	6 Ni 12/26	EP 3 323 104
Unified Patents Court		
21.	UPC_CFI_1481/2025	EP 2 548 372
22.	UPC_CFI_937/2026	EP 2 548 372
23.	UPC_CFI_1482/2025	EP 3 240 285
24.	UPC_CFI_940/2026	EP 3 240 285
25.	UPC_CFI_2045/2025	EP 2 803 191
26.	UPC_CFI_1579/2026	EP 2 803 191
District of Delaware		
27.	1-25-cv-01365	1) US 10,741,211 2) US 9,747,674 3) US 8,363,724 4) US 8,681,855 5) US 11,917,146
Eastern District of Virginia		
28.	2:25-cv-00822	1) US 11,252,435

		2) US 12,149,734 3) US 12,143,606 4) US 8,149,338
Texas Western District		
29.	7-26-cv-00064	1) US 7,921,259 2) US 10,116,565 3) US 8,745,128 4) US 9,015,416 5) US 8,868,701 6) US 8,583,769