

LIAISON AGREEMENT

This Liaison Agreement (the "Agreement") is entered into effective as of April 1, 2017 (the "Effective Date") by and between the Mopria Alliance, Inc., a Delaware nonprofit corporation, with its principal office at 2400 Camino Ramon, Suite 375, San Ramon, CA 94583, USA ("MOPRIA") and the IEEE Industry Standards and Technology Organization, on behalf of the Printer Working Group, a program of the IEEE-ISTO with its principal place of business at 445 Hoes Lane, Piscataway, NJ 08854, USA ("PWG"). Each of MOPRIA and PWG shall be considered a "party" and collectively "parties."

BACKGROUND

MOPRIA and the PWG have identified certain areas of mutual interest, as further described below. Each party believes that it would be mutually beneficial to share certain information and documents within the defined areas of mutual interest and to cooperate as described in this Agreement. The parties therefore seek to structure and strengthen their relationship and to foster closer cooperation through this Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereto each, in consideration of the mutual rights and obligations set out herein, hereby agree as follows:

1. Definitions

For the purposes of this Agreement:

a. "Contact Person" means the representative of each party who is responsible for overseeing implementation of this Agreement. Each party's initial Contact Person is listed in **Exhibit B**, attached hereto and incorporated herein. A party may change its Contact Person by giving written notice to the other party. Contact Person shall act at the direction of the party he/she represents.

b. "Contributions" means any work, including technical proposals or specifications, which have been clearly marked as Contributions, which may be encumbered by Intellectual Property Rights ("IPR"), as defined below. The terms of any Contributions from one party to the other party will be specified in a separate document. Contributions may not be disclosed, transmitted or used by a party unless a separate writing for the applicable IPR has been executed by both parties.

c. "Documents" mean working documents and drafts, and other materials each owned by the respective party and shared under the terms of this Agreement, including specifications. The parties shall agree on the appropriate

method of access for documents hereunder, and such method of access may be modified from time to time by either party through written notice to the other party. The terms of this Agreement shall apply to all documents exchanged hereunder, even if accessed in a manner inconsistent with the agreed upon method of access. Documents may not be contributions under this Agreement unless specifically marked as a "Contribution".

d. "Intellectual Property Rights ("IPR")" means patent rights, utility model rights, rights deriving from inventor's certificates and other equivalent rights under any laws or international treaties or conventions, technical information, know-how, trade secrets, copyrights, and other intellectual property rights conferred by statute or law.

e. "Observers" mean those persons from either MOPRIA or the PWG, who may attend the other party's meetings pursuant to the terms of this Agreement. An Observer may be a member of staff, consultant of MOPRIA or the PWG or an employee/authorized representative of any member of MOPRIA or the PWG, as relevant. The parties agree that statements made by Observers while serving in capacity as an Observer hereunder will not be considered Contributions for purposes of the IPR Policy of either party.

f. "Specification" means a document, in any form or media including but not limited to paper or an electronic file, containing a set of detailed technical specifications as specifically defined by the organization that produced the same.

g. "Work Areas" means the agreed work areas described in Exhibit A hereto, as modified from time to time by mutual written agreement of the parties.

2. Areas of Mutual Interest

a. The parties shall agree on specific areas of mutual interest that they wish to address jointly and shall designate these areas a "Work Areas" under this Agreement.

b. The parties shall exchange, upon request, as mutually desired and free of charge, information related to the Work Areas.

c. Each organization operates according to its own respective rules and procedures. The parties desire through this Agreement to establish specific guidelines regarding the sharing of documents and the participation by Observers in certain meetings.

3. Documents

a. Upon request, each party agrees to make available to the other party copies of documents within the Work Areas unless the document holder objects.

b. The documents are only to be made available to the members and to the affiliates of such members of MOPRIA and the PWG and solely for the purpose of activities relating to this Agreement.

c. A party may modify the method of access to its documents by giving written notice of the changes to the other party.

d. Each party agrees to reproduce any warranty disclaimers, confidentiality, copyright notices, patent notices or limitations of liability which are included in any documents or other materials made available to it under this Agreement.

e. With respect to the documents and other materials that each party provides to the other:

i. The party disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, patents, patent applications, or other Intellectual Property Rights, and shall take no position on the validity or scope of any such rights.

ii. The party shall not make any explicit determination that the assurance of reasonable and non-discriminatory terms for the use of a technology has been fulfilled in practice.

iii. The party takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in a document or the extent to which any license under such rights might or might not be available; nor does it represent that it has made any effort to identify any such rights.

4. Observers

a. At either (i) the invitation of the Contact Person of the hosting party or (ii) if, at the request of the other party, the Contact Person of the hosting party so agrees, Observers of the other party may attend and participate in the hosting party's meetings. Likewise, the parties may choose not to have Observers attend meetings of the other party. Either party may designate any part or parts of its meeting as "closed" and the other party's Observers may not attend or participate in such "closed" sessions. Attendance by Observers is subject to the agenda containing items of mutual interest (as determined by the chairperson of the hosting party's technical body/group, or by an executive officer of the hosting party). All Observers should be familiar with and comply with their obligations under this Agreement, as well as all of the hosting party's rules and policies that are applicable to meeting attendance. Obligations and rights related to Contributions are set forth in Section 6 hereof.

b. Any Contributions shall clearly indicate in writing to which group/body the Contribution is being made.

c. In the event that an Observer is a member of both MOPRIA and the PWG, the Observer shall inform the chairperson of the group/body in which he or she is participating of the affiliation being represented, which shall remain consistent during the course of that meeting. If the Observer does not identify the affiliation, it shall be presumed that attendance is as a member of the hosting party.

5. Confidential Information

Documents exchanged between the parties shall be treated as confidential by the receiving party if these Documents are not publicly available (excluding being made public through any act by receiving party or receiving party's members) and have been marked as "Confidential". The parties agree that confidential information under this Agreement may be disclosed to the respective members of each party, subject to compliance of the party's obligations under this Agreement, including this Section. The receiving party agrees to protect such confidential information as if it were its own confidential information. For the avoidance of doubt, while the members of a party are subject to confidentiality obligations under the terms of the party's Bylaws or Membership Agreement, each party shall not be responsible for individual members' obligations with respect to the confidential information provided hereunder. The parties agree that the confidential information of the parties shall be treated pursuant to Section 5 unless the parties enter into a subsequent Agreement covering treatment and nondisclosure of such confidential information.

6. Intellectual Property Rights.

a. Contributions may be made to MOPRIA by members of the PWG who are also members of MOPRIA only in their capacity as MOPRIA members under MOPRIA membership rules, including its IPR policy. Contributions may not be made to MOPRIA by members of PWG who are not also members of MOPRIA.

b. Contributions may be made to the PWG by members of MOPRIA who are also members of the PWG only in their capacity as the PWG members under the PWG membership rules, including its IPR policy. Contributions may not be made to PWG by members of MOPRIA who are not also members of PWG.

c. Neither party acquires ownership of any Intellectual Property Rights or industrial property rights under this Agreement or through any disclosure hereunder. No license to any patent, trademark, copyright or other proprietary right is granted in this Agreement or through any disclosure hereunder except where expressly stated. Each party agrees that, to the extent practicable, all confidentiality and copyright notices shall be maintained on and shall not be removed from any documents (and copies thereof). Each receiving party obtains only a limited right to

use the disclosing party's Confidential information for the purposes set forth in this Agreement, as provided in Section 5.

7. Copyright of Materials

In the event MOPRIA and the PWG determine that it would be mutually beneficial to co-develop any materials, the parties agree that they shall separately negotiate and reach a written agreement on the terms of the co-development. No co-development shall occur until such written agreement has been executed by the parties.

8. Term and Termination

This Agreement shall come into force on the Effective Date and shall, subject to termination hereunder, remain in force for a period of two (2) years from the Effective Date. Should the parties wish to renew this Agreement, they shall execute a written addendum extending the term as mutually agreed. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. It is expressly agreed that all the provisions in Sections 1 (Definitions), 5 (Confidential Information), 6 (Intellectual Property Rights), 7 (Copyright of Materials), 8 (Term and Termination), 9 (Warranty Disclaimer), 10 (Limitation of Liability) and 11 (General) shall survive the termination or expiration of this Agreement for any reason.

9. Warranty Disclaimer

EACH PARTY PROVIDES ALL DOCUMENTS, INFORMATION, AND OTHER MATERIALS ON AN "AS IS" BASIS AND EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING THERETO, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE AND NONINFRINGEMENT. NEITHER PARTY MAKES ANY REPRESENTATIONS WITH RESPECT TO THE ACCURACY OF ANY INFORMATION OR ANY DOCUMENT AND DISCLAIMS ANY AND ALL WARRANTIES RELATING THERETO.

10. Limitation of Liability

EXCEPT WITH RESPECT TO LIABILITY RESULTING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER OR ITS CRIMINAL, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE FOREGOING, THE PARTIES ACKNOWLEDGE THAT ANY RELIANCE UPON THE CONTENTS OF DRAFT DOCUMENTS SHALL BE AT THE SOLE RISK OF THE RECIPIENT THEREOF. THE RECIPIENT DOES

HEREBY WAIVE ANY AND ALL CLAIMS OF DETRIMENTAL RELIANCE BASED UPON LATER CHANGES TO DRAFT DOCUMENTS BY THE PROVIDERS THEREOF.

11. General

a. This Agreement supersedes all prior discussions and constitutes the entire Agreement between the parties with respect to the subject matter hereof. Except for changes to Exhibit B and the parties to receive notice, no change in, modification of or addition to the terms and conditions contained herein shall be valid as between the parties unless set forth in a writing which is signed by authorized representatives of both parties and which specifically states that it constitutes an amendment to this Agreement. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any other term, provision or condition of this Agreement.

b. Nothing contained herein shall be deemed to obligate either party to enter into a separate agreement for the use of any Contributions.

c. It is expressly declared that this Agreement and the relationships between the parties established hereby does not constitute a partnership, joint venture, agency, or contract of employment between them. Neither party has the right to act on behalf of or bind the other party in any manner.

d. Without the prior written consent of the other party to this Agreement, neither party shall issue a press release or other public statement regarding the terms of this Agreement. Each party may note the existence of this Agreement.

e. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware and both parties consent to the jurisdiction of and venue in the state and federal courts in Delaware and the courts of the State of Delaware shall have exclusive jurisdiction to determine any disputes which may arise out of, under, or in connection with this Agreement.

f. Neither party may assign this Agreement without the prior written consent of the other party.

g. All notices or other communications permitted or required under this Agreement shall be in writing in the English language and shall be delivered by personal delivery, or facsimile or e-mail transmission or by commercial express courier service postage prepaid, and shall be deemed given upon personal delivery, or three (3) days after deposit with commercial express courier service, or upon acknowledgement of receipt of facsimile or e-mail transmission, whichever shall first occur. Notices shall be sent to the Contact Persons and to the Chairman of the Board

of the respective parties at the addresses as set forth above and in Exhibit B or such other address as either party shall have furnished to the other pursuant to this Section.

The parties below acknowledge they have the authority to bind their party into a formal, legal agreement. They also agreed to the term and conditions defined within this Liaison Agreement.

**Mopria Alliance, Inc.
"MOPRIA"**

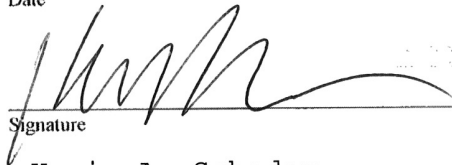
**IEEE-ISTO on behalf of the Printer
Working Group
"PWG"**

April 1, 2017

2/1/2017

Date

Date



Signature

Signature

Kevin A. Schader

Jane Celusak

Print Name

Print Name

Executive Director

Program Manager

Print Title

Print Title

EXHIBIT A
WORK AREAS

Collaboration from time to time related to mobile printing standards.

EXHIBIT B
CONTACT PERSONS

MOPRIA

Name: Ajay Sharma

E-mail Address: Ajay1.sharma@samsung.com

Phone number: +1-949-892-4595

PWG

Name: Smith Kennedy, Board Chair – Printer Working Group
c/o IEEE-ISTO, 445 Hoes Lane, Piscataway, NJ 08854

E-mail Address: smith.kennedy@hp.com

Phone number: