

COVENANT NOT TO SUE

Dali Wireless, Inc. (“Dali”), a Delaware Corporation having its principal place of business at 535 Middlefield Road, Ste 280, Menlo Park, CA 94025, hereby grants the following covenant not to sue CommScope Technologies LLC, a Delaware limited liability company and CommScope Holding Company, Inc., a Delaware corporation, each having its principal place of business at 1100 CommScope Place SE, Hickory, North Carolina 28602 (collectively “CommScope”), on this 19th day of March, 2021 (the “Covenant Date”).

WHEREAS, Dali is the owner of all rights, title, and interest in U.S. Patent No. 10,045,314 (the “’314 Patent”) and U.S. Patent No. 10,080,178 (the “’178 Patent”); and

WHEREAS, on May 22, 2019, Dali filed an action in the United States District Court for the District of Delaware, *Dali Wireless, Inc. v. CommScope Technologies LLC, et al.*, Case No. 1:19-cv-00952-MN, in which it accused CommScope of infringement of the ‘314 Patent and the ‘178 Patent; and

WHEREAS, CommScope denied infringement of the ‘314 Patent and the ‘178 Patent and asserted that the ‘314 Patent and the ‘178 Patent were invalid; and

WHEREAS, CommScope filed petitions for *Inter Partes Review* (“IPR”) of the ‘314 Patent on July 31, 2020, and a petition for IPR of the ‘178 Patent on August 14, 2020, before the Patent Trial and Appeal Board (“PTAB”); and

WHEREAS, the PTAB instituted IPR of the ‘314 Patent on February 10, 2021, and instituted IPR of the ‘178 Patent on March 12, 2021, based on the grounds asserted by CommScope, in both cases finding that CommScope “has shown a reasonable likelihood of success” in demonstrating invalidity of the ‘314 Patent and the ‘178 Patent; and

WHEREAS, in light of the PTAB’s decision to institute IPRs of the ‘314 Patent and ‘178 Patent, Dali will now, in accordance with PTAB regulation 37 CFR § 42.121, cancel all currently issued claims (as of the Covenant Date) in the ‘314 Patent and ‘178 Patent and institute proceedings before the PTAB to replace those claims with new claims; and

WHEREAS, Dali no longer desires to enforce the currently issued claims (as of the Covenant Date) of the ‘314 Patent and ‘178 Patent;

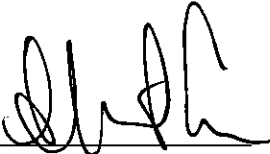
NOW THEREFORE, Dali covenants as follows:

1. Dali hereby unconditionally covenants not to sue CommScope or any CommScope customer, for direct, induced, or contributory infringement under any currently issued claim (as of the Covenant Date) of the ‘314 Patent or ‘178 Patent based on CommScope’s manufacture, use, sale, offer of sale, or importation into the United States of any CommScope product either before or after the Covenant Date.

2. This covenant not to sue is explicitly limited to the currently issued claims (as of the Covenant Date) of the '314 Patent and '178 Patent and expressly does not apply to any newly issued claims for either patent nor to any family members of either patent.

3. Nothing in this covenant shall be construed as an admission by Dali that any CommScope product is not covered by any of the currently issued claims of the '314 Patent or the '178 Patent.

DALI WIRELESS, INC.

By: 
Albert Lee
Chairman and CEO

Date: March 19, 2021