

**IN THE SUPREME COURT OF THE UNITED KINGDOM  
ON APPEAL FROM THE COURT OF APPEAL OF ENGLAND AND WALES  
(CIVIL DIVISION)**

**B E T W E E N:**

**(1) APPLE RETAIL UK LTD;  
(2) APPLE DISTRIBUTION INTERNATIONAL LTD;  
(3) APPLE INC.** **Appellants**

**- and -**

**(1) OPTIS CELLULAR TECHNOLOGY LLC  
(2) OPTIS WIRELESS TECHNOLOGY LLC  
(3) UNWIRED PLANET INTERNATIONAL LTD** **Respondents**

**- and -**

**INTEL CORPORATION** **Rule 24 Intervener**

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**INTERVENTION SUBMISSIONS OF INTEL  
UNDER RULE 24 OF THE SUPREME COURT RULES**

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**A. INTRODUCTION**

1. Intel Corporation (“**Intel**”) has permission to make submissions in relation to Apple’s Grounds 1, 2, 4 and 5. However, having reviewed Apple’s written case, Intel will focus its submissions on Ground 4, with brief reference to Ground 2. **Section B** addresses Intel’s interest in this appeal. **Sections C and D** contain Intel’s submissions.

**B. INTEL’S INTEREST**

2. Intel is a global leader in semiconductor products, including hardware and software products for networking, telecommunications, cloud computing, artificial intelligence, and other applications. Intel’s chips power many of the world’s computers, from everyday desktops and laptops to the servers at the backbone of the modern digital economy.

3. Intel has demonstrated its interest in this appeal from the beginning by way of its Rule 16 submission at the permission to appeal stage.

4. Intel has a strong interest in the licensing of standard-essential patents (“SEPs”) on fair reasonable and non-discriminatory (“FRAND”) terms. Ensuring that the licensing ecosystem is balanced is of great importance to Intel given it is both a licensor and licensee:
  - 4.1. As a licensor, Intel holds a substantial patent portfolio: it consistently ranks among the leading recipients of U.S. patents, regularly placing in the top ten annually. Intel’s patent portfolio includes SEPs that it licenses.
  - 4.2. As a licensee, Intel’s products facilitate the implementation of standardised technologies, including wireless standards (e.g. the 802.11 Wi-Fi standard). Over the last fifteen years Intel’s experience, like that of many technology companies, has increasingly been defending against suits by sophisticated non-practising entities seeking returns on litigation as a portfolio investment strategy. This has included in the context of licensing for SEPs.
5. Further Intel’s perspective is distinct because:
  - 5.1. Intel is a chipset manufacturer and so is in a different part of the value chain from a cellular handset manufacturer (or any other type of end device manufacturer).
  - 5.2. Intel is both a licensor and licensee of SEPs.
  - 5.3. Intel has experience of SEP licensing across a range of industries beyond cellular handsets and across a range of standardised technologies beyond cellular connectivity that will be impacted by the outcome of this appeal. This is supplemented by Intel’s active participation in numerous standard setting organisations and role as a contributor to various standards.
6. Intel therefore understands the broad ramifications this appeal will have for SEP licensing negotiations and litigation, which extend far beyond the cellular handset industry at issue between the parties. The FRAND valuation principles set by this Court may apply to the many standards and many industries that Intel’s interests span. Overall, if left undisturbed, the decision below poses a risk of significantly and unfairly harming Intel and other similar companies.

## **C. APPLICATION OF LIMITATION PERIODS (GROUND 4)**

### **(1) Importance of the issue to Intel**

7. The issue of whether limitation periods should be disregarded when determining payments for past sales under FRAND licences is highly important to Intel because of the implications for its inbound and outbound licensing:

7.1. The disapplication of limitation periods goes against commercial practice in the industries relevant to Intel, creating the type of financial risk and uncertainty that limitation periods are designed to prevent. It has presented the opportunity for aggressive licensors to demand global royalties for past sales, including those incorporating legacy standards, previously considered statute barred in the UK and which remain statute barred in other jurisdictions.

7.2. This is already creating additional uncertainty and disputes in licensing negotiations, increasing the likelihood of supra-FRAND royalty demands and the consequential risk of litigation.

### **(2) Global recognition of the validity and significance of limitation periods**

8. Limitation periods are a foundational feature of every developed legal system. They exist to protect settled interests, to bring certainty and finality to disputes, and to prevent parties from being oppressed by stale claims. These objectives are not matters of mere procedural convenience; they reflect deliberate legislative choices about the proper balance between a claimant's right to enforce its entitlements and a defendant's right not to face indefinite exposure.

9. The Court of Appeal in *InterDigital v Lenovo* [2024] RPC 24 ("*InterDigital CoA*") rightly recognised the importance of limitation periods (e.g. at ¶190). It has also been recognised by courts around the world. By way of examples:

9.1. **European Court of Human Rights:** In Application 21722/11 *Volkov v Ukraine* (2013) 57 E.H.R.R. 1, the European Court of Human Rights held (at ¶137) that:

*"...limitation periods serve several important purposes, namely to ensure legal certainty and finality, protect potential defendants from stale claims which might be difficult to counter and prevent any injustice which might arise if courts were required to decide upon events which took place in the*

*distant past on the basis of evidence which might have become unreliable and incomplete because of the passage of time.”*

- 9.2. **US Supreme Court:** As the US Supreme Court stressed in *Wood v. Carpenter*, 101 U.S. 135 (1879), p.139 per Justice Swayne, “*Statutes of limitation are vital to the welfare of society and are favored in the law. They are found and approved in all systems of enlightened jurisprudence. They promote repose by giving security and stability to human affairs. An important public policy lies at their foundation. They stimulate to activity and punish negligence. While time is constantly destroying the evidence of rights, they supply its place by a presumption which renders proof unnecessary. Mere delay, extending to the limit prescribed, is itself a conclusive bar. The bane and antidote go together.*” See further *Rotella v. Wood*, 528 U. S. 549 (2000), p.555 per Justice Souter, referring to “*the basic policies of all limitations provisions: repose, elimination of stale claims, and certainty about a plaintiff’s opportunity for recovery and a defendant’s potential liabilities*”.
- 9.3. **Canadian Supreme Court:** The Canadian Supreme Court in *M. (K.) v. M. (H.)* [1992] 3 S.C.R. 6 (at pp. 29-31, La Forest J) described the three rationales for limitation periods (certainty, evidentiary and diligence), one of which was that “*plaintiffs are expected to act diligently and not “sleep on their rights”*”; *statutes of limitation are an incentive for plaintiffs to bring suit in a timely fashion. This rationale again finds expression in several cases of some antiquity. For example in Cholmondeley v. Clinton (1820), 2 Jac. & W. 1, 37 E.R. 527, the Master of the Rolls had this to say in connection with limitation periods for real property actions, at p. 140 and p. 577, respectively: The statute is founded upon the wisest policy and is consonant to the municipal law of every country [ . . . ]*”. See further *Canadian Imperial Bank of Commerce v. Green* [2015] 3 SCR 801 at ¶57 per Côté J.
- 9.4. **Indian Supreme Court:** In *Arif Azim Co. Ltd. v. Aptech Ltd.* 2024 INSC 155 at ¶44 per Pardiwala J, the Supreme Court of India stated that “*The basic premise behind the statutes providing for a limitation period is encapsulated by the maxim “Vigilantibus non dormientibus jura subveniunt” which translates to “the law assists those who are vigilant and not those who sleep over their rights”*. The object behind having a prescribed limitation period is to ensure that there is certainty and finality to litigation and assurance to the opposite party that it will not be subject

*to an indefinite period of liability. Another object achieved by a fixed limitation period is to only allow those claims which are initiated before the deterioration of evidence takes place.”*

### **(3) Limitation may extinguish the underlying right**

10. In some (mainly civil law) jurisdictions limitation periods (or their equivalents) are not just procedural rules but substantive rules which extinguish the right in question,<sup>1</sup> whereas in other (principally common law) jurisdictions they are the former, i.e. only a bar to the exercise of a particular remedy.<sup>2</sup>

### **(4) The importance of respecting legislative judgment in this area**

11. Courts and legislatures have furthermore emphasised that because limitation periods involve legislative policy judgments, courts should not displace or usurp such judgments. By way of examples:

11.1. **US Supreme Court:** In the context of US patent infringement claims, the US Supreme Court has held that the ordinary limitation period of six years “*necessarily reflects a congressional decision*”, and that to enable judges to apply a different period by applying an overlapping doctrine of laches “*would give judges a “legislation overriding” role that is beyond the Judiciary’s power*” because “*courts are not at liberty to jettison Congress’ judgment on the timeliness of suit*”: *SCA Hygiene v First Quality Baby Products* 807 F. 3d 1311 (2017).

11.2. **High Court of England and Wales:** In *Alseran and others v Ministry of Defence* [2019] QB 1251, Leggatt J (as he then was) observed at ¶827:

*“...the English courts are not so parochial as to treat any limitation law which differs from our own as contrary to English public policy. ... Private international law is founded on principles of comity and mutual respect and on the recognition that in many areas of law different approaches may be reasonably taken. That is obviously true in the field of limitation law, which involves striking a balance between allowing claimants to assert their legal rights and protecting defendants against stale claims. Different legal systems*

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<sup>1</sup> Known in civil law as “*extinctive prescription*”: see e.g. the Civil Code of Quebec, §2921 et seq. Limitation periods in Greece have been found to be within the scope of the Rome II Regulation and not merely a procedural matter for the law of the forum: *Pandya v Intersalonika General Insurance Co SA* [2020] EWHC 273 (QB) at ¶40 per Tipples J.

<sup>2</sup> *Allen v Depuy International Ltd* [2015] EWHC 926 (QB), at ¶77 per Mrs Justice Simler DBE (as she then was).

*may legitimately strike this balance in different ways. An English court should for this reason be very slow to substitute its own view for the solution adopted by a foreign legislature.”*

11.3. **UK Parliament:** By the Foreign Limitation Periods Act 1984, Parliament denoted the importance of applying foreign limitation periods, by requiring such periods to be applied “*where in any action or proceedings in a court in England and Wales the law of any other country falls (in accordance with rules of private international law applicable by any such court) to be taken into account in the determination of any matter*” (see section 1).

12. The English courts have rightly recognised that when determining global FRAND terms, the principles of comity – which are part of the rules of private international law – require foreign laws and approaches to the determination of FRAND to be taken into account.<sup>3</sup> This ought, it is submitted, axiomatically to include respect for foreign laws and legislative judgments as to the limitation periods applicable to claims for monetary compensation relating to foreign patents.

#### **(5) The *InterDigital v Lenovo* decision**

13. In *InterDigital CoA* however, the Court of Appeal, whilst recognising that limitation periods pursue “*universally recognised policy objectives*”,<sup>4</sup> proceeded to hold that such limitation periods “*have no part to play in the assessment of FRAND terms*” (¶186) and are “*irrelevant to the determination of FRAND*”, so that an implementer must pay royalties on “*all past sales*” without any temporal restriction (¶206). Indeed, the Court went further and agreed with the High Court’s view in that case that “*(a) the influence of limitation periods and (b) the resulting heavy discounting for the past*” were “*non-FRAND factors which had distorted the market in the past*” (see e.g. ¶¶86-87, 103, 193, 197).

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<sup>3</sup> See e.g. *Unwired Planet (HC)* at ¶567 per Birss J (as he then was); *Conversant v Huawei & ZTE* [2018] RPC 16, pp.635 and 645 at ¶¶18-19 and 65 per Henry Carr J; *Conversant v Huawei & ZTE* [2018] R.P.C. 17 at ¶¶41-42 per Henry Carr J; *Conversant v Huawei & ZTE* [2019] RPC 6, p.115-116 at ¶¶108-109 per Floyd LJ; *IDC v Lenovo* [2020] EWHC 1318 (Pat) at ¶¶10, 13 per Birss J; *Nokia v Oppo* [2023] EWHC 1912 (Pat) at ¶158 per Meade J.

<sup>4</sup> *InterDigital CoA* at ¶190.

**(6) The current approach is wrong in law**

14. Intel is not aware of any other court, in any other jurisdiction, that has reached the same conclusion. The disapplication of limitation periods for FRAND determinations is without precedent anywhere in the world. Intel submits that this is because it is directly contrary to the well-established legal and policy objectives described above. The following points can be emphasised.

15. **First**, the reasoning in *InterDigital v Lenovo* rests on a premise that because the court is determining the terms to which a willing licensor and licensee would agree, rather than awarding “*damages for breach of contract or tort or for restitution*”, limitation is irrelevant as a matter of principle.<sup>5</sup> Intel does not consider, with respect, that this reasoning withstands scrutiny. The proper characterisation of a past release payment in a court-determined FRAND licence was considered by the US Court of Appeals for the Federal Circuit in *TCL Communication Technology Holdings Ltd. v. Telefonaktiebolaget LM Ericsson*, 943 F.3d 1360 (Fed. Cir. 2019). In that case:

15.1. The US District Court for the Central District of California had determined FRAND rates for a worldwide licence to TCL under Ericsson’s cellular SEP portfolio. In doing so, the District Court had determined, on a worldwide basis, “*a cumulative release payment for TCL’s past unlicensed practice of Ericsson’s SEPs*” which was “*calculated based on a retrospective FRAND rate that was closely related to the prospective FRAND rate computed by the court*” (p16).

15.2. On appeal, Ericsson contended that the District Court should have held a jury trial in relation to the release payment for TCL’s past sales. This required the Federal Circuit to decide whether a release payment involved legal or equitable relief (p21). Ericsson argued that the release payment was “*legal because it is compensation for TCL’s past patent infringement of Ericsson’s SEPs*”; whereas TCL argued that the release payment was equitable because “[*a*]s a term included in an injunction order, ... the release payment constitutes specific performance for a term in a contract” (p21).

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<sup>5</sup> *InterDigital CoA* at ¶191.

15.3. The Federal Circuit agreed with Ericsson, holding that “*the release payment is in substance compensatory relief for TCL’s past patent infringing activity*” (p4) and that “*the release payment is in substance compensatory relief for TCL’s past wrongs (i.e., practicing Ericsson’s patented technologies without a license)*” (p19). As the Court further held (p22):

*“We agree with Ericsson that the release payment term is legal in nature and thus entitled to a jury trial determination. Ericsson’s offers to TCL refer to the release payment term as “release payment for past unlicensed sales,” but the court consistently treated this payment as retrospective compensation for TCL’s past patent infringement. It is a “well-settled principle that jury trials are available for damages for patent infringement.””*

16. The Federal Circuit’s decision that a release payment for past sales in a FRAND licence is “*in substance compensatory relief for ... past wrongs (i.e., practicing ... patented technologies without a license)*” is, it is submitted, plainly right:

16.1. A FRAND licence does not exist in a legal vacuum. It is intended to reflect the terms on which parties would agree in the real world. In the real world, the terms of any licence negotiation are inevitably shaped by the legal framework within which the underlying patent rights are enforced.

16.2. Stripping away limitation because the exercise is labelled a “*FRAND determination*” rather than a “*damages claim*” elevates form over substance, just as TCL unsuccessfully sought to do before the Federal Circuit. The practical reality is the same: money is being required in respect of past sales, and the question is how far back that obligation should reach. Limitation periods provide the answer that legislatures around the world have given to that question, and there is no principled reason why a FRAND determination should be exempt from it.

16.3. The radical distinction drawn by the Court of Appeal in *InterDigital CoA*, under which a court must ignore the legal parameters which would apply in a damages claim for infringement when determining “*what terms [an implementer] must accept if it is to avoid an injunction to restrain infringement*” (¶191), is unwarranted and fails to reflect the underlying substance as explained in *TCL v Ericsson*.

17. The Court of Appeal in *InterDigital CoA* stated that it did not find the *TCL v Ericsson* decision “*persuasive*”, because it “*concerns a constitutional protection peculiar to US*

*law rather than an analysis of the relevance of limitation to the determination of what is FRAND*".<sup>6</sup> But the point determined by the Federal Circuit, namely that a release payment for past sales in a FRAND licence is "*in substance compensatory relief for ... past wrongs (i.e., practicing ... patented technologies without a license)*", is of obvious relevance to the question of whether limitation periods applicable to compensatory relief for such past wrongs should be simply ignored.

18. **Secondly**, the relevance and legitimacy of limitation periods are confirmed by the fact that as a matter of commercial practice, licensors and licensees concluding real-world SEP licences do indeed take account of limitation periods when determining the FRAND past release payment:

- 18.1. That commercial practice is well established. Across the industries in which Intel operates, licensors and licensees of standardised technologies respect statutory limitation periods as defining the temporal scope of back-payments due under a licence. This is not merely a matter of commercial convenience; it reflects the legal reality that royalties in respect of such sales would be irrecoverable in the courts of the relevant jurisdictions.

- 18.2. The Court of Appeal in *InterDigital CoA* itself held, in the context of InterDigital's rate appeal, that there was an industry practice of discounting of past sales, and forgiving them after six years "*partly because of the difficulties caused by limitation periods*" (¶¶211, 229(ii)-(iii), 254 per Arnold LJ). The Court of Appeal concluded that InterDigital had – like many other market actors – adopted a practice of heavily discounting or forgiving past sales, especially prior to six years before the conclusion of the licence, partly because of the influence of limitation periods: see e.g. (¶¶78, 84-85, 87, 90, 98, 211, 229(ii)-(iii), 254, 289, 299 per Arnold LJ; and ¶¶310-311 per Birss LJ (specifically addressing the doubts expressed by Nugee LJ in this regard)).

- 18.3. For a further illustration of this, see *Samsung v ZTE* [2026] EWHC 999 (Pat), in which two large and experienced industry participants agreed that comparable SEP licences should be unpacked on the basis that the parties would not have paid royalties for sales prior to assumed limitation periods of three years for China and

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<sup>6</sup> *InterDigital CoA* at [196].

emerging markets and six years for developed markets (¶¶432, 457, 563(i) per Meade J).

19. There is nothing about the FRAND context that affects the legitimacy of taking account of limitation periods. The terms of a FRAND licence are to be determined by reference to commercial practice in the field, not in spite of it. The treatment of this established practice as a “*non-FRAND factor*” amounts to a judicial declaration that the industry’s settled understanding of its own commercial norms is wrong. Intel, which participates in these negotiations on both sides and across multiple standards, considers such a view to be incorrect and without foundation.
20. **Thirdly**, the Court of Appeal’s view that the impact of limitation periods is a “*non-FRAND factor*” (see ¶13 above) cannot be reconciled with the extensive authority emphasising the legitimacy and importance of limitation periods to properly-functioning justice systems (see ¶¶9, 11 above). In the USA, not even the Supreme Court has the power to disapply the statutory limitation period in suits for patent infringement, because “*courts are not at liberty to jettison Congress’ judgment on the timeliness of suit*” (see ¶11.1 above). Yet the Court of Appeal’s decision that limitation periods are “*non-FRAND*” would do precisely that, by requiring an English court to determine a release payment for past infringements of US patents without any regard to the limitation period laid down by Congress applicable to such infringements.
21. **Fourthly**, the approach of the Court of Appeal is not compatible with the principle of comity:
  - 21.1. Mellor J recognised in *InterDigital v Lenovo* [2023] RPC 13 at ¶166 that “[t]he development of the correct approach to setting global FRAND terms is an international endeavour”. English courts have recognised the importance, in such an exercise, of sensitivity to relevant foreign laws and the ways in which foreign courts would approach the determination of a FRAND rate (see ¶12 above). As observed above, the “*principles of comity and mutual respect and on the recognition that in many areas of law different approaches may be reasonably taken*” apply specifically in the context of limitation periods, where an “*English court should for this reason be very slow to substitute its own view for the solution adopted by a foreign legislature*” (see ¶11.2 above). This must particularly be the case where foreign Courts have stressed that they themselves have no jurisdiction

to overrule the decisions of their legislatures on limitation issues (see e.g. *SCA Hygiene v First Quality Baby Products*, cited above at ¶11.1).

- 21.2. Notwithstanding these principles, the Court of Appeal has adopted an approach to the relevance of limitation periods which is not in line with English law or that in other countries. This involves in effect holding that to avoid a UK injunction, a licensee must agree to forego the protections provided under local laws for historical or stale claims to royalties which would not be recoverable under those local laws. Such an outcome is contrary to comity and involves significant jurisdictional overreach. Intel is involved in SEP licensing across a wide range of standards and industries, and it sees no principled basis for the English court to have adopted an approach that does not respect commercial practice or the laws concerning limitation on other jurisdictions.
22. **Fifthly**, limitation periods serve a particularly valuable function in the FRAND context. They provide a natural and predictable temporal boundary that incentivises both sides to engage constructively: the SEP owner is encouraged to assert its rights within a reasonable period, and the implementer has certainty as to the scope of its potential exposure. The court of a single jurisdiction unilaterally taking the decision to disregard that statutory boundary does not make the licensing system fairer or more efficient: it makes it less predictable and more susceptible to strategic behaviour and litigation.
23. **Sixthly**, the importance of taking account of limitation is especially highlighted by those civil law jurisdictions where the effect of limitation is to extinguish the underlying right altogether (see ¶10 above). In relation to such jurisdictions, the Court of Appeal’s decision secures for an SEP owner unlimited compensation in relation to a no-longer-existing right which, because of the effluxion of time, has been extinguished.
24. **Seventhly**, it is instructive to note that limitation periods continue to apply across a range of litigation before the courts even where the relevant underlying claims imply so-called special obligations – such as “good faith” in contracts, particularly in so-called “relational” contracts, the features of which were clarified by the Court of Appeal (*Re Compound Photonics Group Ltd.; Faulkner v. Vollin Holdings Ltd.* [2022] EWCA Civ 1371). Indeed, competition law (which is a major source of the obligation for licensing of SEPs on FRAND terms) recognises the importance of limitation defences: see e.g. *Merricks v Mastercard* [2024] CAT 41 at ¶¶112-114; [2025] 2 All E.R. 1048 at ¶¶153-

158 per Sir Julian Flaux C; *Arcadia Group Brands Ltd v Visa Inc* [2015] Bus LR 1362 at ¶75 per Sir Terence Etherton C.

25. **Eighthly**, nothing in the ETSI regime supports the conclusion that parties to FRAND undertakings intended to exclude the operation of national limitation periods. To the contrary, the ETSI IPR Policy’s dispute resolution provision (Clause 4.3) makes clear that in the absence of agreement, national courts have sole authority to resolve disputes, thereby recognising the relevance of domestic legal rules, including limitation. The ETSI Guide on which the Court of Appeal in *InterDigital CoA* placed reliance<sup>7</sup> cannot be read as effecting a waiver of parties’ statutory rights under national law. It is well established in law that any disapplication of statutory limitation periods requires a clear and unequivocal waiver.<sup>8</sup> No such waiver can be found in the ETSI framework. In particular, it is not appropriate to treat the ETSI Guide as constituting such a waiver, given that it is an unofficial document that does not have the same contractual status as the ETSI Statutes, Rules of Procedure, or Technical Working Procedures, and cannot be said to bind third party implementers. Moreover, there is nothing within the ETSI Guide which is properly capable of constituting a waiver of limitation periods or sustains such an interpretation as attributed to it by the Court of Appeal.
26. **Ninthly**, this Court was prepared in *Unwired Planet* to countenance the English court settling global licences to avoid the procedural inconvenience of country-by-country enforcement.<sup>9</sup> There is no suggestion that the Court intended to change fundamentally the substantive basis upon which the industry and national legal systems treat recovery for past use of patented technology.

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<sup>7</sup> The “*ETSI Guide and FAQs page*,” see *InterDigital CoA* at [187].

<sup>8</sup> Under English law, for example, clear words are needed for a contract to preclude reliance on a limitation defence: *Oxford Architects Partnership v Cheltenham Ladies College* [2006] EWHC 3156 (TCC), [2007] BLR 293; *Lendlease Construction (Europe) Ltd v Aecom Ltd* [2023] EWHC 2620 (TCC) at ¶¶112-119.

<sup>9</sup> *Unwired Planet v Huawei UKSC* at [166] – [169].

#### **(7) Conclusion as to Ground 4**

27. Intel considers that the Court of Appeal's decision is wrong in law and as a matter of policy. This novel legal issue is highly significant and has far-reaching implications for technology companies like Intel. As both a licensor and licensee operating across multiple standards and industries, Intel's commercial arrangements depend on the predictability that statutory limitation periods provide. The Court of Appeal's conclusion that such time bars have no application in the global FRAND context erroneously departs from the settled practice and expectations of market participants and is wrong in law and principle.

#### **D. THE AGGREGATE ROYALTY BURDEN (GROUND 2)**

28. In relation to Ground 2 of the appeal, Intel shares Apple's concern that the Court of Appeal has, in a relatively short space of time, made two FRAND royalty decisions (the instant case and *InterDigital CoA*) where the implied aggregate royalty burdens cannot be reconciled with one another. This is risking additional conflict and confusion in SEP licensing, as well as undermining confidence in the judicial valuation process.

29. The purpose of a FRAND commitment is to ensure that any market participant can access the standard on fair terms, and that licensors are fairly compensated. Court-determined rates can only serve that purpose if the resulting implied aggregate royalty burden remains consistent with the balance between SEP owner and implementer interests that the standard-setting system is designed to maintain. Predictability and consistency are important.

30. Given the lack of transparency and information asymmetry in SEP licensing, Intel's experience is that market participants rely on court decisions as an important valuation data point. Companies such as Intel, not only rely on such decisions to assist with licensing negotiations, but also to assist with long-term licensing, investment and product development decisions on the basis of the financial burden associated with particular standardised technologies.

**E. CONCLUSION**

31. For all the reasons above, Intel respectfully submits that Apple's appeal on the relevant grounds should be allowed.

**JAMES SEGAN KC**

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**22 MAY 2026**