UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2024

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from_____to_____

Commission File Number 1-33579

INTERDIGITAL, INC.

(Exact Name of Registrant as Specified in Its Charter)

Pennsylvania	**82-4936666**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification No.)**

200 Bellevue Parkway, Suite 300, Wilmington, DE 19809-3727
(Address of Principal Executive Offices and Zip Code)

(302) 281-3600
(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	IDCC	Nasdaq Stock Market LLC

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☑	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐
Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Common Stock, par value $0.01 per share	**25,129,764**
Title of Class	Outstanding at July 30, 2024

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InterDigital® is a registered trademark of InterDigital, Inc. All other trademarks, service marks and/or trade names appearing in this Quarterly Report on Form 10-Q are the property of their respective holders.

PART I — FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS

INTERDIGITAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except per share data)
(unaudited)

	JUNE 30, 2024	DECEMBER 31, 2023
Assets		
Current assets:		
Cash and cash equivalents	$ 299,762	$ 437,076
Short-term investments	460,581	569,280
Accounts receivable	223,640	117,292
Prepaid and other current assets	73,135	43,976
Total current assets	1,057,118	1,167,624
Property and equipment, net	10,861	11,566
Patents, net	302,773	313,001
Deferred tax assets	99,627	128,967
Other non-current assets, net	165,916	149,656
Total assets	$ 1,636,295	$ 1,770,814
Liabilities and Shareholders' equity		
Current liabilities:		
Current portion of long-term debt	$ 453,766	$ 578,752
Accounts payable	8,091	7,846
Accrued compensation and related expenses	29,758	32,665
Deferred revenue	156,792	153,597
Dividends payable	10,052	10,226
Other accrued expenses	40,888	98,042
Total current liabilities	699,347	881,128
Long-term debt	17,687	29,019
Long-term deferred revenue	166,263	223,866
Other long-term liabilities	56,221	55,252
Total liabilities	939,518	1,189,265
Commitments and contingencies		
Shareholders' equity:		
Preferred Stock, $0.10 par value, 14,399 shares authorized, 0 shares issued and outstanding	—	—
Common Stock, $0.01 par value, 100,000 shares authorized, 70,001 and 69,507 shares issued and 25,129 and 25,580 shares outstanding	699	694
Additional paid-in capital	789,708	742,981
Retained earnings	1,632,401	1,462,070
Accumulated other comprehensive loss	(1,232)	(647)
Treasury stock, 44,872 and 43,927 shares of common stock held at cost	(1,724,799)	(1,623,549)
Total shareholders' equity	696,777	581,549
Total liabilities and shareholders' equity	$ 1,636,295	$ 1,770,814

The accompanying notes are an integral part of these statements.

INTERDIGITAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except per share data)
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	**2023**	**2024**	**2023**
Revenues	$ 223,493	$ 101,591	$ 487,035	$ 303,964
Operating expenses:				
Research and portfolio development	50,145	49,878	99,520	99,307
Licensing	25,156	16,644	121,745	38,012
General and administrative	14,286	11,693	28,126	24,008
Total operating expenses	89,587	78,215	249,391	161,327
Income from operations	133,906	23,376	237,644	142,637
Interest expense	(11,483)	(12,141)	(23,405)	(24,228)
Other income, net	11,682	14,387	20,929	27,578
Income before income taxes	134,105	25,622	235,168	145,987
Income tax provision	(24,441)	(4,329)	(43,852)	(21,174)
Net income	$ 109,664	$ 21,293	$ 191,316	$ 124,813
Net loss attributable to noncontrolling interest	—	(490)	—	(2,229)
Net income attributable to InterDigital, Inc.	$ 109,664	$ 21,783	$ 191,316	$ 127,042
Net income per common share — Basic	$ 4.35	$ 0.81	$ 7.54	$ 4.58
Weighted average number of common shares outstanding — Basic	25,207	26,768	25,359	27,754
Net income per common share — Diluted	$ 3.93	$ 0.79	$ 6.80	$ 4.46
Weighted average number of common shares outstanding — Diluted	27,910	27,655	28,125	28,494
Cash dividends declared per common share	$ 0.40	$ 0.35	$ 0.80	$ 0.70

The accompanying notes are an integral part of these statements.

INTERDIGITAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in thousands)
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Net income	$ 109,664	$ 21,293	$ 191,316	$ 124,813
Unrealized loss on investments, net of tax	(90)	(1,839)	(585)	(1,260)
Comprehensive income	$ 109,574	$ 19,454	$ 190,731	$ 123,553
Comprehensive loss attributable to noncontrolling interest	—	(490)	—	(2,229)
Total comprehensive income attributable to InterDigital, Inc.	$ 109,574	$ 19,944	$ 190,731	$ 125,782

The accompanying notes are an integral part of these statements.

INTERDIGITAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(in thousands, except per share data)
(unaudited)

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock		Non-Controlling Interest	Total Shareholders' Equity
	Shares	Amount				Shares	Amount		
Balance, December 31, 2022	**71,923**	**$ 719**	**$ 717,102**	**$ 1,492,046**	**$ (916)**	**42,255**	**$ (1,484,056)**	**$ 5,618**	**$ 730,513**
Net income attributable to InterDigital, Inc.	—	—	—	105,259	—	—	—	—	105,259
Net loss attributable to noncontrolling interest	—	—	—	—	—	—	—	(1,739)	(1,739)
Non-controlling interest contributions	—	—	—	—	—	—	—	1,750	1,750
Net change in unrealized loss on short-term investments	—	—	—	—	579	—	—	—	579
Dividends declared ($0.35 per share)	—	—	259	(9,708)	—	—	—	—	(9,449)
Exercise of common stock options	13	—	687	—	—	—	—	—	687
Issuance of common stock, net	132	1	(6,709)	—	—	—	—	—	(6,708)
Share-based compensation	—	—	7,790	—	—	—	—	—	7,790
Repurchase of common stock	(2,739)	(27)	—	(203,354)	—	—	—	—	(203,381)
Balance, March 31, 2023	**69,329**	**$ 693**	**$ 719,129**	**$ 1,384,243**	**$ (337)**	**42,255**	**$ (1,484,056)**	**$ 5,629**	**$ 625,301**
Net income attributable to InterDigital, Inc.	—	—	—	21,783	—	—	—	—	21,783
Net loss attributable to noncontrolling interest	—	—	—	—	—	—	—	(490)	(490)
Net change in unrealized loss on short-term investments	—	—	—	—	(1,839)	—	—	—	(1,839)
Dividends declared ($0.35 per share)	—	—	360	(9,633)	—	—	—	—	(9,273)
Exercise of common stock options	1	—	12	—	—	—	—	—	12
Issuance of common stock, net	42	—	(1,389)	—	—	—	—	—	(1,389)
Share-based compensation	—	—	8,740	—	—	—	—	—	8,740
Repurchase of common stock	—	—	—	—	—	548	(42,489)	—	(42,489)
Balance, June 30, 2023	**69,372**	**$ 693**	**$ 726,852**	**$ 1,396,393**	**$ (2,176)**	**42,803**	**$ (1,526,545)**	**$ 5,139**	**$ 600,356**

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock		Non-Controlling Interest	Total Shareholders' Equity
	Shares	Amount				Shares	Amount		
Balance, December 31, 2023	**69,507**	**$ 694**	**$ 742,981**	**$ 1,462,070**	**$ (647)**	**43,927**	**$ (1,623,549)**	**$ —**	**$ 581,549**
Net income attributable to InterDigital, Inc.	—	—	—	81,652	—	—	—	—	81,652
Net change in unrealized loss on short-term investments	—	—	—	—	(495)	—	—	—	(495)
Dividends declared ($0.40 per share)	—	—	343	(10,490)	—	—	—	—	(10,147)
Issuance of common stock, net	131	2	(8,637)	—	—	—	—	—	(8,635)
Share-based compensation	—	—	9,386	—	—	—	—	—	9,386
Repurchase of common stock	—	—	—	—	—	277	(29,019)	—	(29,019)
Balance, March 31, 2024	**69,638**	**$ 696**	**$ 744,073**	**$ 1,533,232**	**$ (1,142)**	**44,204**	**$ (1,652,568)**	**$ —**	**$ 624,291**
Net income attributable to InterDigital, Inc.	—	—	—	109,664	—	—	—	—	109,664
Net change in unrealized loss on short-term investments	—	—	—	—	(90)	—	—	—	(90)
Dividends declared ($0.40 per share)	—	—	443	(10,495)	—	—	—	—	(10,052)
Issuance of common stock, net	39	—	(1,580)	—	—	—	—	—	(1,580)
Share-based compensation	—	—	9,655	—	—	—	—	—	9,655
Repurchase of common stock	—	—	—	—	—	344	(35,111)	—	(35,111)
Settlement of the 2024 Notes	324	3	(3)	—	—	—	—	—	—
Settlement of the 2024 Hedges	—	—	37,120	—	—	324	(37,120)	—	—
Balance, June 30, 2024	**70,001**	**$ 699**	**$ 789,708**	**$ 1,632,401**	**$ (1,232)**	**44,872**	**$ (1,724,799)**	**$ —**	**$ 696,777**

The accompanying notes are an integral part of these statements.

INTERDIGITAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Six Months Ended June 30,	
	2024	**2023**
Cash flows from operating activities:		
Net income	$ 191,316	$ 124,813
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization	34,616	39,171
Non-cash interest income, net	(6,429)	(6,330)
Non-cash change in investments	(150)	(3,258)
Change in deferred revenue	(54,408)	(81,407)
Deferred income taxes	29,495	430
Share-based compensation	19,041	16,530
Other	—	2,581
Increase in assets:		
Receivables	(106,348)	(183,612)
Deferred charges and other assets	(41,151)	(51,818)
(Decrease) Increase in liabilities:		
Accounts payable	(611)	(955)
Customer deposit	(63,100)	76,100
Accrued compensation and other expenses	(408)	(5,537)
Net cash provided by (used in) operating activities	1,863	(73,292)
Cash flows from investing activities:		
Purchases of short-term investments	(297,086)	(531,556)
Sales of short-term investments	415,988	485,528
Purchases of property and equipment	(1,003)	(2,603)
Capitalized patent costs	(21,595)	(18,914)
Long-term investments	1,194	—
Net cash provided by (used in) investing activities	97,498	(67,545)
Cash flows from financing activities:		
Payments on long-term debt	(139,069)	—
Payments of debt issuance costs	—	(100)
Repurchase of common stock	(63,670)	(245,870)
Net proceeds from exercise of stock options	—	699
Non-controlling interest contribution	—	1,750
Taxes withheld upon restricted stock unit vestings	(10,215)	(8,098)
Dividends paid	(20,373)	(19,833)
Net cash used in financing activities	(233,327)	(271,452)
Net decrease in cash, cash equivalents and restricted cash	(133,966)	(412,289)
Cash, cash equivalents and restricted cash, beginning of period	442,961	703,161
Cash, cash equivalents and restricted cash, end of period	$ 308,995	$ 290,872

Refer to Note 1, "*Basis of Presentation,*" for additional supplemental cash flow information. Additionally, refer to Note 3, "*Cash, Concentration of Credit Risk and Fair Value of Financial Instruments*" for a reconciliation of cash, cash equivalents and restricted cash to the condensed consolidated balance sheets.

The accompanying notes are an integral part of these statements.

INTERDIGITAL, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2024
(unaudited)

1. BASIS OF PRESENTATION

In the opinion of management, the accompanying unaudited, condensed consolidated financial statements contain all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the financial position of InterDigital, Inc. (individually and/or collectively with its subsidiaries referred to as "InterDigital," the "Company," "we," "us" or "our," unless otherwise indicated) as of June 30, 2024, the results of our operations for the three and six months ended June 30, 2024 and 2023 and our cash flows for the six months ended June 30, 2024 and 2023. The accompanying unaudited, condensed consolidated financial statements have been prepared in accordance with the instructions to Form 10-Q and, accordingly, do not include all of the detailed schedules, information and notes necessary to state fairly the financial condition, results of operations and cash flows in conformity with United States generally accepted accounting principles ("GAAP"). The year-end condensed consolidated balance sheet data was derived from audited financial statements but does not include all disclosures required by GAAP for year-end financial statements. Therefore, these financial statements should be read in conjunction with the financial statements and notes thereto contained in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023 (our "2023 Form 10-K") as filed with the Securities and Exchange Commission ("SEC") on February 15, 2024. Definitions of capitalized terms not defined herein appear within our 2023 Form 10-K. The results of operations for interim periods are not necessarily indicative of the results to be expected for the entire year. We have one reportable segment.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities as of the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Change in Accounting Policies

There have been no material changes or updates to our existing accounting policies from the disclosures included in our 2023 Form 10-K, except as indicated below in "*New Accounting Guidance*".

Reclassifications

Certain reclassifications have been made to prior year amounts to conform to the current year presentation.

Supplemental Cash Flow Information

The following table presents additional supplemental cash flow information for the six months ended June 30, 2024 and 2023 (in thousands):

	Six Months Ended June 30,	
Supplemental cash flow information:	**2024**	**2023**
Interest paid	$ 9,311	$ 9,312
Income taxes paid, including foreign withholding taxes	16,920	21,132
Non-cash investing and financing activities:		
Dividend payable	10,052	9,273
Right-of-use assets obtained in exchange of operating lease liabilities	2,189	93
Accrued capitalized patent costs and property and equipment purchases	(856)	729
Unsettled repurchase of common stock	—	1,998

New Accounting Guidance

Accounting Standards Update: Improvements to Reportable Segment Disclosures

In November 2023, the FASB issued ASU No. 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures". The amendments in the ASU require disclosures to include significant segment expenses that are regularly provided to the chief operating decision maker ("CODM"), a description of other segment items by reportable segment, and any additional measures of a segment's profit or loss used by the CODM when deciding how to allocate resources. ASU 2023-07 is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption allowed. We are currently evaluating the impact of adoption on our financial disclosures.

Accounting Standards Update: Improvements to Income Tax Disclosures

In December 2023, the FASB issued ASU No. 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures". The amendments in the ASU enhance income tax disclosures, primarily through standardization, disaggregation of rate reconciliation categories, and income taxes paid by jurisdiction. ASU 2023-09 is effective for fiscal years beginning after December 15, 2024, with early adoption allowed. We are currently evaluating the impact of adoption on our financial disclosures.

2. REVENUE

Disaggregated Revenue

The following table presents the disaggregation of our revenue for the three and six months ended June 30, 2024 and 2023 (in thousands):

	Three Months Ended June 30,			
	2024	2023	Total Increase/(Decrease)	
Recurring revenues:				
Smartphone	$ 73,525	$ 85,075	$ (11,550)	(14)%
CE, IoT/Auto	21,878	13,432	8,446	63 %
Other	539	566	(27)	(5)%
Total recurring revenues	95,942	99,073	(3,131)	(3)%
Catch-up revenues [a]	127,551	2,518	125,033	4,966 %
Total revenues	$ 223,493	$ 101,591	$ 121,902	120 %

	Six Months Ended June 30,			
	2024	2023	Total Increase/(Decrease)	
Recurring revenues:				
Smartphone	$ 147,554	$ 172,506	$ (24,952)	(14)%
CE, IoT/Auto	43,994	27,518	16,476	60 %
Other	1,258	622	636	102 %
Total recurring revenues	192,806	200,646	(7,840)	(4)%
Catch-up revenues [a]	294,229	103,318	190,911	185 %
Total revenues	$ 487,035	$ 303,964	$ 183,071	60 %

(a) Catch-up revenues are comprised of past patent royalties and revenues from static fixed-fee agreements.

During the six months ended June 30, 2024, we recognized $84.9 million of revenue that had been included in deferred revenue as of the beginning of the period. As of June 30, 2024, we had contract assets of $201.9 million included within "*Accounts receivable*" in the condensed consolidated balance sheet. As of December 31, 2023, we had contract assets of $94.6 million included within "*Accounts receivable*" in the condensed consolidated balance sheet.

Contracted Revenue

Based on contracts signed and committed as of June 30, 2024, we expect to recognize the following revenue from dynamic fixed-fee royalty payments over the term of such contracts (in thousands):

	Revenue [a]
Remainder of 2024	$ 169,574
2025	327,439
2026	234,275
2027	227,858
2028	215,821
Thereafter	265,882
Total Revenue	$ 1,440,849

(a) This table includes estimated revenue related to our Samsung arbitration. In accordance with ASC 606, these estimates are limited to the amount of revenue we expect to recognize only to the extent it is probable that a subsequent change in the estimate would not result in a significant revenue reversal.

3. CASH, CONCENTRATION OF CREDIT RISK AND FAIR VALUE OF FINANCIAL INSTRUMENTS

Cash, Cash Equivalents and Restricted Cash

Cash, cash equivalents and restricted cash currently consists of money market and demand accounts. The following table provides a reconciliation of total cash, cash equivalents and restricted cash as of June 30, 2024, December 31, 2023 and June 30, 2023 to the captions within the condensed consolidated balance sheets and condensed consolidated statements of cash flows (in thousands):

	June 30, 2024	December 31, 2023	June 30, 2023
Cash and cash equivalents	$ 299,762	$ 437,076	$ 277,599
Restricted cash included within prepaid and other current assets	9,233	5,885	13,273
Total cash, cash equivalents and restricted cash	$ 308,995	$ 442,961	$ 290,872

Concentration of Credit Risk and Fair Value of Financial Instruments

Financial instruments that potentially subject us to concentration of credit risk consist primarily of cash equivalents, short-term investments, and accounts receivable. We place our cash equivalents and short-term investments only in highly rated financial instruments and in United States government instruments.

Our accounts receivable and contract assets are derived principally from patent license and technology solutions agreements. Four licensees comprised 88% and 84% of our accounts receivable balance, as of June 30, 2024 and December 31, 2023, respectively. We perform ongoing credit evaluations of our licensees, who generally include large, multinational, wireless telecommunications equipment manufacturers. We believe that the book values of our financial instruments approximate their fair values.

Fair Value Measurements

We use various valuation techniques and assumptions when measuring the fair value of our assets and liabilities. We utilize market data or assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique. This guidance established a hierarchy that prioritizes fair value measurements based on the types of input used for the various valuation techniques (market approach, income approach and cost approach). The levels of the hierarchy are described below:

Level 1 Inputs — Level 1 includes financial instruments for which quoted market prices for identical instruments are available in active markets.

Level 2 Inputs — Level 2 includes financial instruments for which there are inputs other than quoted prices included within Level 1 that are observable for the instrument such as quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets with insufficient volume or infrequent transactions (less active markets) or model-driven valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data, including market interest rate curves, referenced credit spreads and pre-payment rates.

Level 3 Inputs — Level 3 includes financial instruments for which fair value is derived from valuation techniques including pricing models and discounted cash flow models in which one or more significant inputs are unobservable, including the Company's own assumptions. The pricing models incorporate transaction details such as contractual terms, maturity and, in certain instances, timing and amount of future cash flows, as well as assumptions related to liquidity and credit valuation adjustments of marketplace participants.

Our assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of financial assets and financial liabilities and their placement within the fair value hierarchy. We use quoted market prices for similar assets to estimate the fair value of our Level 2 investments.

Recurring Fair Value Measurements

Our financial assets are generally included within short-term investments on our condensed consolidated balance sheets, unless otherwise indicated. Our financial assets and liabilities that are accounted for at fair value on a recurring basis are presented in the tables below as of June 30, 2024 and December 31, 2023 (in thousands):

	Fair Value as of June 30, 2024			
	Level 1	**Level 2**	**Level 3**	**Total**
Assets:				
Money market and demand accounts [(a)]	$ 303,146	$ —	$ —	$ 303,146
Commercial paper	—	108,285	—	108,285
U.S. government securities	—	206,160	—	206,160
Corporate bonds, asset backed and other securities [(c)]	—	151,985	—	151,985
Total	$ 303,146	$ 466,430	$ —	$ 769,576

	Fair Value as of December 31, 2023			
	Level 1	**Level 2**	**Level 3**	**Total**
Assets:				
Money market and demand accounts [(a)]	$ 430,707	$ —	$ —	$ 430,707
Commercial paper [(b)]	—	174,991	—	174,991
U.S. government securities	—	256,850	—	256,850
Corporate bonds, asset backed and other securities [(c)]	—	149,693	—	149,693
Total	$ 430,707	$ 581,534	$ —	$ 1,012,241

(a) Primarily included within cash and cash equivalents.
(b) As of December 31, 2023, $5.7 million of commercial paper was included within cash and cash equivalents.
(c) As of June 30, 2024 and December 31, 2023, $5.8 million and $6.5 million of corporate bonds, asset backed and other securities was included within cash and cash equivalents, respectively.

Non-Recurring Fair Value Measurements

Patents

During first quarter 2023, we incurred a one-time impairment of $2.5 million on our patents held for sale. We determined the fair value based upon evaluation of market conditions.

Investment in Other Entities

During second quarter 2024 and 2023, we recognized gains of $2.2 million and $3.1 million, respectively, resulting from fair value changes of one of our long-term strategic investments, which was included within "*Other income, net*" in the condensed consolidated statement of income.

Fair Value of Long-Term Debt

Convertible Notes

The principal amount, carrying value and related estimated fair value of the Company's Convertible Notes reported as of June 30, 2024 and December 31, 2023 was as follows (in thousands). The aggregate fair value of the principal amount of the Convertible Notes is a Level 2 fair value measurement.

	June 30, 2024			December 31, 2023		
	Principal Amount	Carrying Value	Fair Value	Principal Amount	Carrying Value	Fair Value
2027 Senior Convertible Long-Term Debt	$ 460,000	$ 453,766	$ 707,135	$ 460,000	$ 452,830	$ 677,230
2024 Senior Convertible Long-Term Debt	$ —	$ —	$ —	$ 126,174	$ 125,922	$ 171,130

Technicolor Patent Acquisition Long-term Debt

The carrying value and related estimated fair value of the Technicolor Patent Acquisition long-term debt reported as of June 30, 2024 and December 31, 2023 was as follows (in thousands). The aggregate fair value of the Technicolor Patent Acquisition long-term debt is a Level 3 fair value measurement.

	June 30, 2024		December 31, 2023	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Technicolor Patent Acquisition Long-Term Debt	$ 17,687	$ 16,528	$ 29,019	$ 28,859

4. OTHER ASSETS AND LIABILITIES

The amounts included in "*Prepaid and other current assets*" in the condensed consolidated balance sheet as of June 30, 2024 and December 31, 2023 were as follows (in thousands):

	June 30, 2024	December 31, 2023
Prepaid assets	$ 35,775	$ 9,353
Tax receivables	21,536	19,835
Restricted cash	9,233	5,885
Other current assets	6,591	8,903
Total Prepaid and other current assets	$ 73,135	$ 43,976

The amounts included in "*Other non-current assets, net*" in the condensed consolidated balance sheet as of June 30, 2024 and December 31, 2023 were as follows (in thousands):

	June 30, 2024	December 31, 2023
Tax receivables	$ 83,385	$ 76,740
Long-term investments	35,146	31,895
Goodwill	22,421	22,421
Right-of-use assets	16,680	15,746
Other non-current assets	8,284	2,854
Total Other non-current assets, net	$ 165,916	$ 149,656

The amounts included in "*Other accrued expenses*" in the condensed consolidated balance sheet as of June 30, 2024 and December 31, 2023 were as follows (in thousands):

	June 30, 2024	December 31, 2023
Accrued legal fees	$ 15,248	$ 10,338
Customer deposit	13,000	76,100
Other accrued expenses	12,640	11,604
Total Other accrued expenses	$ 40,888	$ 98,042

The amounts included in "*Other long-term liabilities*" in the condensed consolidated balance sheet as of June 30, 2024 and December 31, 2023 were as follows (in thousands):

	June 30, 2024	December 31, 2023
Deferred compensation liabilities	$ 19,245	$ 18,413
Operating lease liabilities	17,659	17,385
Other long-term liabilities	19,317	19,454
Total Other long-term liabilities	$ 56,221	$ 55,252

5. OBLIGATIONS

2027 Notes, and Related Note Hedge and Warrant Transactions

On May 27, 2022, we issued $460.0 million in aggregate principal amount of 3.50% Senior Convertible Notes due 2027 (the "2027 Notes"). The net proceeds from the issuance of the 2027 Notes, after deducting the initial purchasers' transaction fees and offering expenses, were approximately $450.0 million. The 2027 Notes bear interest at a rate of 3.50% per year, payable in cash on June 1 and December 1 of each year, commencing on December 1, 2022, and mature on June 1, 2027, unless earlier redeemed, converted or repurchased.

The 2027 Notes will be convertible into cash up to the aggregate principal amount of the notes to be converted and in respect of the remainder, if any, of the Company's obligation in excess of the aggregate principal amount of the notes being converted, pay or deliver, as the case may be, cash, shares of the Company's common stock or a combination thereof, at the Company's election, at an initial conversion rate of 12.9041 shares of Common Stock per $1,000 principal amount of Notes (which is equivalent to an initial conversion price of approximately $77.49 per share). From the period January 1, 2024 through September 30, 2024, the holders of the 2027 Notes have the right, but not the obligation, to convert any portion of the principal amount of the 2027 Notes. As such, the 2027 Notes are included in "*Current portion of long-term debt*" in our condensed consolidated balance sheets as of June 30, 2024 and December 31, 2023.

The 2027 Notes are the Company's senior unsecured obligations and rank equally in right of payment with any of the Company's current and any future senior unsecured indebtedness. The 2027 Notes are effectively subordinated to all of the Company's future secured indebtedness, if any, to the extent of the value of the related collateral, and the 2027 Notes are structurally subordinated to indebtedness and other liabilities, including trade payables, of the Company's subsidiaries.

On May 24 and May 25, 2022, in connection with the offering of the 2027 Notes, we entered into convertible note hedge transactions that cover, subject to customary anti-dilution adjustments, approximately 5.9 million shares of common stock, in the aggregate, at a strike price that initially corresponds to the initial conversion price of the 2027 Notes, subject to adjustment, and are exercisable upon any conversion of the 2027 Notes. Also on May 24 and May 25, 2022, we entered into privately negotiated warrant transactions, whereby we sold warrants to acquire, subject to customary anti-dilution adjustments, approximately 5.9 million shares of common stock. As of June 30, 2024, the warrants under the 2027 Warrant Transactions had a weighted average strike price of $106.31 per share, subject to adjustment.

2024 Notes, and Related Note Hedge and Warrant Transactions

On June 3, 2019, we issued $400.0 million in aggregate principal amount of Senior Convertible Notes due in 2024 (the "2024 Notes") that bore interest at a rate of 2.00% per year, payable in cash on June 1 and December 1 of each year, commencing on December 1, 2019, and matured on June 1, 2024. During second quarter 2022, we repurchased $273.8 million in aggregate principal amount of the 2024 Notes in privately negotiated transactions concurrently with the offering of the 2027 Notes. We repaid the remaining $126.2 million in aggregate principal at maturity on June 1, 2024.

On May 29 and May 31, 2019, in connection with the offering of the 2024 Notes, we entered into convertible note hedge transactions (collectively, the "2024 Note Hedge Transactions") that covered, subject to customary anti-dilution adjustments, approximately 4.9 million shares of common stock, in the aggregate, at a strike price that corresponded to the conversion price of the 2024 Notes, subject to adjustment, and were exercisable upon any conversion of the 2024 Notes. On May 29 and May 31, 2019, we also entered into privately negotiated warrant transactions (collectively, the "2024 Warrant Transactions" and, together with the 2024 Note Hedge Transactions, the "2024 Call Spread Transactions"), whereby we sold warrants to acquire, subject to customary anti-dilution adjustments, approximately 4.9 million shares of common stock at an initial strike price of approximately $109.43 per share, subject to adjustment.

At maturity on June 1, 2024, the Company issued 0.3 million shares to settle the 2024 Notes that had been converted by holders. This issuance was effectively offset by our receipt of 0.3 million shares from the settlement of the 2024 Note Hedge Transactions. No shares have been issued related to the 2024 Warrant Transactions as of June 30, 2024, and warrants to acquire 1.6 million shares of common stock at an initial strike price of approximately $109.43 per share, subject to adjustment, remain outstanding. The 2024 Warrants settle during the period September 3, 2024 through December 17, 2024.

The following table reflects the carrying value of our Convertible Notes long-term debt as of June 30, 2024 and December 31, 2023 (in thousands):

	June 30, 2024	December 31, 2023
3.50% Senior Convertible Notes due 2027	$ 460,000	$ 460,000
2.00% Senior Convertible Notes due 2024	—	126,174
Less: Deferred financing costs	(6,234)	(7,422)
Net carrying amount of the Convertible Notes	453,766	578,752
Less: Current portion of long-term debt	(453,766)	(578,752)
Long-term net carrying amount of the Convertible Notes	$ —	$ —

The following table presents the amount of interest cost recognized, which is included within "*Interest expense"* in our condensed consolidated statements of income, for the three and six months ended June 30, 2024 and 2023 relating to the contractual interest coupon and the amortization of deferred financing costs of the Convertible Notes (in thousands):

	Three Months Ended June 30,					
	2024			2023		
	2027 Notes	2024 Notes	Total	2027 Notes	2024 Notes	Total
Contractual coupon interest	$ 4,025	$ 428	$ 4,453	$ 4,025	$ 631	$ 4,656
Amortization of deferred financing costs	471	101	572	436	144	580
Total	$ 4,496	$ 529	$ 5,025	$ 4,461	$ 775	$ 5,236

	Six Months Ended June 30,					
	2024			2023		
	2027 Notes	2024 Notes	Total	2027 Notes	2024 Notes	Total
Contractual coupon interest	$ 8,050	$ 1,059	$ 9,109	$ 8,050	$ 1,262	$ 9,312
Amortization of deferred financing costs	936	252	1,188	867	286	1,153
Total	$ 8,986	$ 1,311	$ 10,297	$ 8,917	$ 1,548	$ 10,465

Technicolor Patent Acquisition Long-Term Debt

On July 30, 2018, we completed our acquisition of the patent licensing business of Technicolor SA ("Technicolor"), a worldwide technology leader in the media and entertainment sector (the "Technicolor Patent Acquisition"). In conjunction with the Technicolor Patent Acquisition, we assumed Technicolor's rights and obligations under a joint licensing program with Sony relating to digital televisions and standalone computer display monitors, which commenced in 2015 (the "Madison Arrangement"). An affiliate of CPPIB Credit Investments Inc. ("CPPIB Credit"), a wholly owned subsidiary of Canada Pension Plan Investment Board, is a third-party investor in the Madison Arrangement. CPPIB Credit has made certain payments to Technicolor and Sony and has agreed to contribute cash to fund certain capital reserve obligations under the arrangement in exchange for a percentage of future revenues, specifically through September 11, 2030 in regard to the Technicolor patents.

Upon our assumption of Technicolor's rights and obligations under the Madison Arrangement, our relationship with CPPIB Credit meets the criteria in ASC 470-10-25 - *Sales of Future Revenues or Various Other Measures of Income* ("ASC 470"), which relates to cash received from an investor in exchange for a specified percentage or amount of revenue or other measure of income of a particular product line, business segment, trademark, patent, or contractual right for a defined period. Under this guidance, we recognized the fair value of our contingent obligation to CPPIB Credit, as of the acquisition date, as long-term debt in our condensed consolidated balance sheet. This initial fair value measurement was based on the perspective of a market participant and included significant unobservable inputs which are classified as Level 3 inputs within the fair value hierarchy. The fair value of the long-term debt as of June 30, 2024 and December 31, 2023 is disclosed within Note 3, "*Cash, Concentration of Credit Risk and Fair Value of Financial Instruments.*" Our repayment obligations are contingent upon future royalty revenues generated from the Madison Arrangement and there are no minimum or maximum payments under the arrangement.

Under ASC 470, amounts recorded as debt are amortized under the interest method. At each reporting period, we will review the discounted expected future cash flows over the life of the obligation. The Company made an accounting policy election to utilize the catch-up method when there is a change in the estimated future cash flows, whereby we will adjust the carrying amount of the debt to the present value of the revised estimated future cash flows, discounted at the original effective interest rate, with a corresponding adjustment recognized as interest expense within "*Interest Expense*" in the condensed consolidated statements of income. The effective interest rate as of the acquisition date was approximately 14.5%. This rate represents the discount rate that equates the estimated future cash flows with the fair value of the debt as of the acquisition date and is used to compute the amount of interest to be recognized each period based on the estimated life of the future revenue streams. During the three and six months ended June 30, 2024, we recognized $1.0 million and $1.6 million, respectively, of interest expense related to this debt, compared to $1.0 million and $1.3 million during the three and six months ended June 30, 2023, respectively. This was included within "*Interest Expense*" in the condensed consolidated statements of income. Any future payments made to CPPIB Credit, or additional proceeds received from CPPIB Credit, will decrease or increase the long-term debt balance accordingly. We made $12.9 million in payments to CPPIB Credit during the six months ended June 30, 2024 and no payments were made during the six months ended June 30, 2023.

Technicolor Contingent Consideration

As part of the Technicolor Patent Acquisition, we entered into a revenue-sharing arrangement with Technicolor that created a contingent consideration liability. Under the revenue-sharing arrangement, Technicolor receives 42.5% of future cash receipts from new licensing efforts from the Madison Arrangement only, subject to certain conditions and hurdles. As of June 30, 2024, the contingent consideration liability from the revenue-sharing arrangement was deemed not probable and is therefore not reflected within the consolidated financial statements.

6. LITIGATION AND LEGAL PROCEEDINGS

ARBITRATIONS AND COURT PROCEEDINGS

Lenovo

UK Proceedings

On August 27, 2019, the Company and certain of its subsidiaries filed a claim in the UK High Court against Lenovo Group Limited and certain of its subsidiaries. The claim, as amended, alleges infringement of five of the Company's patents relating to 3G and/or 4G/LTE standards: European Patent (UK) Nos. 2,363,008; 2,421,318; 2,485,558; 2,557,714; and 3,355,537. The Company sought, among other relief, injunctive relief to prevent further infringement of the asserted patents or, in the alternative, a determination of the terms of a FRAND license.

On July 29, 2021, the UK High Court issued its decision regarding the first technical trial finding European Patent (UK) No. 2,485,558 valid, infringed, and essential to Release 8 of LTE. Lenovo appealed this decision, and on January 19, 2023, the UK Court of Appeal upheld the UK High Court's findings that Lenovo is infringing on InterDigital's valid and essential patent. On January 6, 2022, the UK High Court issued its decision regarding the second technical trial finding European Patent (UK) No. 3,355,537 invalid, but essential and infringed but for the finding of invalidity. The Company appealed this decision as legally erroneous, and on February 9, 2023, the UK Court of Appeal allowed the appeal, finding that Lenovo is infringing on InterDigital's valid and essential patent. On January 31, 2023, the UK High Court issued its decision regarding the third technical trial finding European Patent (UK) No. 2,421,318 valid, essential, and infringed. On March 7, 2023, the UK High Court issued an order staying all deadlines with respect to the fourth and fifth technical trials. On March 16, 2023, the UK High Court issued its order regarding judgment in the trial to determine how much Lenovo must pay for a license to the Company's portfolio of cellular assets, awarding the Company a lump sum of $138.7 million for such license through December 31, 2023. On June 27, 2023, the court issued an order awarding the Company an additional $46.2 million, thus increasing the total award to $184.9 million, which was paid on July 11, 2023. The court also found that the Company should pay a portion of Lenovo's costs and granted both parties permission to appeal on certain grounds. Both parties filed Appellant's Notices and the appeals were docketed on July 31, 2023. On September 19, 2023, the Court of Appeal granted the Company permission to appeal on all its requested grounds. The appeal was heard on June 10-14, 2024, and the UK Court of Appeal issued its decision on July 12, 2024. The UK Court of Appeal ruled in favor of InterDigital and awarded the Company an additional amount of $55.2 million to a total of approximately $240.1 million. It rejected Lenovo's appeal in its entirety and confirmed that Lenovo must pay for all of its past sales starting from 2007 through December 31, 2023. The court also found that Lenovo should pay the Company's costs for the appeal and reduced the costs that Lenovo was awarded from the initial decision. Lenovo sought permission to appeal, and permission to appeal was refused by the UK Court of Appeals on July 12, 2024. Lenovo has until August 9, 2024 to file a request for an appeal directly with the UK Supreme Court.

On September 24, 2023, Lenovo filed a new claim in the UK High Court against the Company. The claim alleges invalidity of two of the Company's patents relating to 4G/LTE standards: European Patent (UK) Nos. 2,557,714 and 2,557,715. Lenovo sought, among other relief, a declaration that the patents at issue are invalid, not essential, and not infringed, revocation of the patents at issue, and a declaration that, upon expiration of the current license in 2023, Lenovo is licensed under terms to be determined by the UK High Court through 2028 or, in the alternative, a determination of the terms of a FRAND license. On October 19, 2023, Lenovo filed a request for an order that the Company indicate whether it is prepared to give an unconditional undertaking to enter into a global license on terms set by the UK Court, or failing that, a declaration that the Defendants are unwilling licensors; a hearing was held on December 12, 2023 where Lenovo agreed to stay its application. On November 22, 2023, the Company filed a jurisdiction challenge. A hearing on the jurisdiction challenge took place on April 24-25, 2024, and on April 25, 2024 the jurisdiction challenge was denied. On November 28, 2023, Lenovo filed an application seeking an expedited FRAND trial and an interim license until a FRAND decision is issued in the UK. A hearing on the interim license was held on February 26-27, 2024; on March 21, 2024 the UK High Court denied Lenovo's request for the interim license. A hearing on Lenovo's request for an expedited FRAND trial was held on July 17, 2024.

District of Delaware Patent Proceedings

On August 28, 2019, the Company and certain of its subsidiaries filed a complaint in the United States District Court for the District of Delaware (the "Delaware District Court") against Lenovo Holding Company, Inc. and certain of its subsidiaries alleging that Lenovo infringes eight of the Company's U.S. patents-U.S. Patent Nos. 8,085,665; 8,199,726; 8,427,954; 8,619,747; 8,675,612; 8,797,873; 9,203,580; and 9,456,449-by making, using, offering for sale, and/or selling Lenovo wireless devices with 3G and/or 4G LTE capabilities. As relief, InterDigital is seeking: (a) a declaration that the Company is not in breach of its relevant FRAND commitments with respect to Lenovo; (b) to the extent Lenovo does not agree to negotiate a worldwide patent license, does not agree to enter into binding international arbitration to set the terms of a FRAND license, and does not agree to be bound by the terms to be set by the UK High Court in the separately filed UK proceedings described above, an injunction prohibiting Lenovo from continued infringement; (c) damages, including enhanced damages for willful infringement and supplemental damages; and (d) attorneys' fees and costs.

On September 16, 2020, the Delaware District Court entered a schedule for the case, setting a patent jury trial. On March 8, 2021, the Delaware District Court held a claim construction hearing, and the court issued its order on May 10, 2021, construing various disputed terms. On March 24, 2021, the Delaware District Court consolidated the antitrust proceeding discussed below with this patent proceeding. On April 25, 2022, the parties filed a stipulation to stay only the claims relating to U.S. Patent No. 8,199,726. The stipulation was granted. On January 13, 2023, Lenovo filed a motion to sever and stay the Company's patent infringement claims, requesting that its Sherman Act and breach of FRAND claims proceed to trial. On June 30, 2023, the parties submitted an update to the Court requesting that the entire case be stayed, and on July 18, 2023, the court ordered that the case be stayed pending resolution of all appeals in the UK proceedings.

District of Delaware Antitrust Proceedings

On April 9, 2020, Lenovo (United States) Inc. and Motorola Mobility LLC filed a complaint in the Delaware District Court against the Company and certain of its subsidiaries. The complaint alleges that the Company defendants have violated Sections 1 and 2 of the Sherman Act in connection with, among other things, their licensing of 3G and 4G standards essential patents ("SEPs"). The complaint further alleges that the Company defendants have violated their commitment to the ETSI with respect to the licensing of 3G and 4G SEPs on FRAND terms and conditions. The complaint seeks, among other things (i) rulings that the Company defendants have violated Sections 1 and 2 of the Sherman Act and are liable for breach of their ETSI FRAND commitments, (ii) a judgment that the plaintiffs are entitled to a license with respect to the Company's 3G and 4G SEPs on FRAND terms and conditions, and (iii) injunctions against any demand for allegedly excessive royalties or enforcement of the Company defendants' 3G and 4G U.S. SEPs against the plaintiffs or their customers via patent infringement proceedings.

On June 22, 2020, the Company filed a motion to dismiss Lenovo's Sherman Act claims with prejudice, and to dismiss Lenovo's breach of contract claim with leave to re-file as a counterclaim in the Company's legal proceeding against Lenovo in the Delaware District Court discussed above.

On March 24, 2021, the Delaware District Court ruled on the Company's motion to dismiss. The Delaware District Court dismissed the Sherman Act Section 1 claim without prejudice, denied the motion to dismiss the Sherman Act Section 2 claim, and consolidated the Section 2 and breach of contract claims with Company's Delaware patent proceeding discussed above. Accordingly, these claims have been stayed pending resolution of all appeals in the UK proceedings.

International Trade Commission and Companion District Court Proceedings

On September 1, 2023, the Company and certain of its subsidiaries filed a complaint in the United States International Trade Commission (the "International Trade Commission") against Lenovo Group Ltd. and certain of its subsidiaries alleging that Lenovo infringes five of the Company's U.S. patents (U.S. Patent Nos. 10,250,877, 8,674,859, 9,674,556, 9,173,054, and 8,737,933) by making, using, offering for sale, and/or selling certain electronic devices, including smartphones, computers, tablet computers, and components thereof that infringe certain claims of the asserted patents. As relief, the Company is seeking: (a) a limited exclusion order against Lenovo barring from entry into the United States all of Lenovo's products that infringe the asserted patents; (b) cease and desist orders prohibiting Lenovo from importing, selling, offering for sale, marketing, advertising, and distributing, infringing products; and (c) a bond during the 60-day Presidential review period. On October 5, 2023, the International Trade Commission instituted the requested investigation. The hearing is scheduled for August 14-20, 2024. The Initial Determination is expected to be issued by January 13, 2025, and the Final Determination is expected to be issued by May 13, 2025.

On September 1, 2023, the Company and certain of its subsidiaries filed a complaint in the United States District Court for the Eastern District of North Carolina (the "North Carolina District Court") against Lenovo Group Ltd. and certain of its subsidiaries alleging that Lenovo infringes five of the Company's U.S. patents (U.S. Patent Nos. 10,250,877, 8,674,859, 9,674,556, 9,173,054, and 8,737,933) by making, using, offering for sale, and/or selling Lenovo smartphones, computers (including both laptop and desktop), and tablet computers that utilize the Company's patented technology. As relief, the Company is seeking: (a) a finding that Lenovo is liable for infringement of the asserted patents; (b) an injunction against further infringement; (c) damages, including enhanced damages for willful infringement and supplemental damages; and (d) costs. Lenovo filed its answer and counterclaims and motion to dismiss a portion of the complaint on October 10, 2023, which remains pending. On October 31, 2023, the Company filed its answer to Lenovo's counterclaims, an amended complaint, as well as a motion to dismiss certain of Lenovo's counterclaims, which was denied on March 25, 2024. On February 23, 2024, Lenovo filed a Motion for Judgment on the Pleadings, alleging three of the asserted patents are invalid. On July 17, 2024, the North Carolina District Court granted Lenovo's Motion for Judgment on the Pleadings in part, finding two of the asserted patents to be invalid, and denied Lenovo's motion with respect to a third asserted patent that was challenged by Lenovo.

Germany Proceedings

On September 22, 2023, the Company filed a complaint with the Munich Regional Court against Lenovo and certain of its affiliates, alleging infringement of European Patent No. 2,127,420, relating to cellular 4G/LTE and/or 5G standards. The Company is seeking, among other relief, injunctive relief to prevent further infringement of the asserted patents. On May 2, 2024, the Munich Regional Court issued a judgment finding Lenovo infringes European Patent No. 2,127,420 and that the Company complied with its FRAND obligations while Lenovo did not; the Court ordered Lenovo to cease and desist selling infringing products. The Company served Lenovo with an enforcement note of the judgment on May 7, 2024. Lenovo appealed the judgment on May 2, 2024. On May 7, 2024, Lenovo requested a stay of the enforcement of the judgment, and on June 25, 2024, the Munich Regional Court rejected Lenovo's request.

Oppo, OnePlus and realme

UK Proceedings

On December 20, 2021, the Company filed a patent infringement claim in the UK High Court against Guangdong Oppo Mobile Telecommunications Corp., Ltd. ("Oppo") and certain of its affiliates, OnePlus Technology (Shenzhen) Co., Ltd. ("OnePlus") and certain of its affiliates, and realme Mobile Telecommunications (Shenzhen) Co., Ltd. ("realme") and certain of its affiliates, alleging infringement of European Patent (UK) Nos. 2,127,420; 2,421,318; 2,485,558; and 3,355,537 relating to cellular 3G, 4G/LTE or 5G standards. The Company is seeking, among other relief, injunctive relief to prevent further infringement of the asserted patents.

On March 24, 2023, the parties agreed to stay all technical trials on the basis that European Patent No. 2,485,558 is valid and essential based on the result of Technical Trial A in the Lenovo UK proceedings. The FRAND trial to determine the royalties to be paid under the license with Oppo was held from March 1 - April 16, 2024; judgment is pending.

India Proceedings

On December 20, 2021 and December 22, 2021, the Company and certain of its subsidiaries filed patent infringement claims in the Delhi High Court in New Delhi, India against Oppo and certain of its affiliates, OnePlus and certain of its affiliates, and realme Mobile Telecommunication (India) Private Limited, alleging infringement of Indian Patent Nos. 262910, 295912, 313036, 320182, 319673, 242248, 299448, and 308108 relating to cellular 3G, 4G/LTE, and/or 5G, and HEVC standards. The Company is seeking, among other relief, injunctive relief to prevent further infringement of the asserted patents. On February 21, 2024, the Delhi High Court granted the Company's application for pro tem security. Oppo appealed the judgment on March 13, 2024, and the appeal is pending. Evidentiary trial proceedings are expected to take place from September 2024 through December 2024.

Germany Proceedings

On December 20, 2021, a subsidiary of the Company filed three patent infringement claims, two in the Munich Regional Court and one in the Mannheim Regional Court, against Oppo and certain of its affiliates, OnePlus and certain of its affiliates, and realme and certain of its affiliates, alleging infringement of European Patent Nos. 2,485,558; 2,127,420; and 2,421,318 relating to cellular 3G, 4G/LTE and/or 5G standards. The Company is seeking, among other relief, injunctive relief to prevent further infringement of the asserted patents. The Munich Regional Court held a hearing on March 2, 2023 regarding European Patent No. 2,127,420, and a second hearing was held on November 23, 2023. On December 21, 2023, the Munich Regional Court issued a decision finding infringement and issuing an injunction against Oppo. Oppo filed an appeal of this decision on January 22, 2024, which is pending. On March 10, 2023, the Munich Regional Court entered a stay of the proceedings regarding European Patent No. 2,485,558. On November 30, 2023, the Munich Regional Court entered a stay of proceedings regarding European Patent No. 2,421,318.

China Proceedings

On January 19, 2022, the Company was informed that Oppo had purportedly filed a complaint against the Company in the Guangzhou Intellectual Property Court (the "Guangzhou IP Court") seeking a determination of a global FRAND royalty rate for the Company's 3G, 4G, 5G, 802.11 and HEVC SEPs. On May 20, 2022, the Company filed an application challenging, among other things, process of service and the jurisdiction of the Guangzhou IP Court. On January 12, 2023, the Guangzhou IP Court denied the application. On February 28, 2023, the Company filed an appeal to the decision. The Supreme People's Court denied the appeal on September 7, 2023. An initial evidentiary hearing was held on October 13, 2023.

Spain Proceedings

On March 1, 2022, a subsidiary of the Company filed patent infringement claims in the Barcelona Commercial Courts against Oppo and certain of its affiliates, OnePlus and certain of its affiliates, and realme and certain of its affiliates. The Company filed its amended complaint on April 25, 2022, alleging infringement of European Patent Nos. 3,355,537; 2,485,558; 2,421,318; and 2,557,715 relating to cellular 3G, 4G/LTE and/or 5G standards. The Company is seeking, among other relief, injunctive relief to prevent further infringement of the asserted patents. Oppo filed its reply, invalidity counterclaims, and defenses on July 31. 2023. The Company filed its response to Oppo's counterclaims on December 20, 2023.

Samsung

The Company reached an agreement with Samsung Electronics Co. Ltd. ("Samsung") to enter into binding arbitration to determine the final terms of a renewed patent license agreement to certain of the Company's patents, which will be effective from January 1, 2023. The Company and Samsung have also agreed not to initiate certain claims against the other during the arbitration. On March 31, 2023, the Company filed a request for arbitration with the International Chamber of Commerce.

On July 21, 2023, the International Chamber of Commerce confirmed the full tribunal for the arbitration. The two-week arbitration hearing was held in July 2024, and we expect a decision by the end of 2024.

Tesla

On December 5, 2023, Tesla and certain of its subsidiaries filed a claim in the UK High Court against the Company and Avanci. The claim alleges invalidity of three of the Company's patents relating to 5G standards: European Patent (UK) Nos. 3,718,369, 3,566,413, and 3,455,985. Tesla sought, among other relief, a declaration that the patents at issue are invalid, not essential, and not infringed, revocation of the patents at issue, a declaration that the terms of the Avanci 5G Connected Vehicle platform license are not FRAND, and a determination of FRAND terms for a license between Tesla and Avanci covering its Avanci's 5G Connected Vehicle platform. On March 8, 2024, the Company filed a jurisdiction challenge; the jurisdiction challenge was heard on May 24-25 and June 4, 2024, and on July 15, 2024 the UK High Court issued a judgment dismissing Tesla's FRAND claims against the Company and Avanci, and maintaining Tesla's patent claims against the Company. The patent claims against the Company were further stayed by the UK High Court, and a hearing on costs and permission to appeal is scheduled for July 30, 2024. On July 16, 2024, Tesla sought permission to appeal the decision; the Company also sought permission to appeal on two limited grounds conditionally, should Tesla's request for an appeal be granted.

OTHER

We are party to certain other disputes and legal actions in the ordinary course of business, including arbitrations and legal proceedings with licensees regarding the terms of their agreements and the negotiation thereof. We do not currently believe that these matters, even if adversely adjudicated or settled, would have a material adverse effect on our financial condition, results of operations or cash flows. None of the preceding matters have met the requirements for accrual or disclosure of a potential range as of June 30, 2024, except as noted above.

7. INCOME TAXES

In the six months ended June 30, 2024 and 2023, the Company had an estimated effective tax rate of 18.6% and 14.5%, respectively. The change in effective tax rate is due to a decrease in the amount of Foreign Derived Intangible Income deduction benefit available to the Company. In addition, the Company is subject to an increase in the Global Intangible Low-Tax Income inclusion derived from the increase in revenue in certain foreign jurisdictions. The effective tax rate in the six months ended June 30, 2023 was impacted by losses in certain jurisdictions where the Company recorded a valuation allowance against the related tax benefit. Excluding this valuation allowance, our effective tax rate for the six months ended June 30, 2023 would have been 13.0%. During both the six months ended June 30, 2024 and 2023, the Company recorded discrete net benefits of $2.4 million and $1.2 million, respectively, primarily related to share-based compensation.

The effective tax rate reported in any given year will continue to be influenced by a variety of factors, including timing differences between the recognition of book and tax revenue, the level of pre-tax income or loss, the foreign vs. domestic classification of the Company's customers, and any discrete items that may occur.

During the six months ended June 30, 2024 and 2023, the Company paid approximately $13.4 million and $6.0 million, respectively, in foreign source creditable withholding tax.

8. NET INCOME PER SHARE

Basic Earnings Per Share ("EPS") is calculated by dividing net income or loss available to common shareholders by the weighted-average number of common shares outstanding for the period. Diluted EPS reflects the potential dilution that could occur if options or other securities with features that could result in the issuance of common stock were exercised or converted to common stock or resulting from the unvested outstanding restricted stock units ("RSUs"). The following tables reconcile the numerator and the denominator of the basic and diluted net income per share computation (in thousands, except for per share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Net income applicable to InterDigital, Inc.	$ 109,664	$ 21,783	$ 191,316	$ 127,042
Weighted-average shares outstanding:				
Basic	25,207	26,768	25,359	27,754
Dilutive effect of stock options, RSUs, and warrants	832	632	860	612
Dilutive effect of convertible securities	1,871	255	1,906	128
Diluted	27,910	27,655	28,125	28,494
Earnings per share:				
Basic	$ 4.35	$ 0.81	$ 7.54	$ 4.58
Dilutive effect of stock options, RSUs, and warrants	(0.12)	(0.02)	(0.21)	(0.10)
Dilutive effect of convertible securities	(0.30)	—	(0.53)	(0.02)
Diluted	$ 3.93	$ 0.79	$ 6.80	$ 4.46

Shares of common stock issuable upon the exercise or conversion of certain securities have been excluded from our computation of EPS because the strike price or conversion rate, as applicable, of such securities was greater than the average market price of our common stock and, as a result, the effect of such exercise or conversion would have been anti-dilutive. Set forth below are the securities and the weighted average number of shares of common stock underlying such securities that were excluded from our computation of EPS for the periods presented (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Restricted stock units and stock options	4	4	2	212
Warrants	7,462	7,488	7,475	7,488
Total	7,466	7,492	7,477	7,700

Convertible Notes and Warrants

Refer to Note 5, "*Obligations*," for information about the Company's convertible notes and warrants and related conversion and strike prices. During periods in which the average market price of the Company's common stock is above the applicable conversion price of the Company's convertible notes, or above the strike price of the Company's outstanding warrants, the impact of conversion or exercise, as applicable, would be dilutive and such dilutive effect is reflected in diluted EPS. As a result, in periods where the average market price of the Company's common stock is above the conversion price or strike price, as applicable, under the if-converted method, the Company calculates the number of shares issuable under the terms of the convertible notes and the warrants based on the average market price of the stock during the period, and includes that number in the total diluted shares outstanding for the period.

9. OTHER INCOME, NET

The amounts included in "*Other income, net*" in the condensed consolidated statements of income for the three and six months ended June 30, 2024 and 2023 were as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Interest and investment income	$ 10,125	$ 10,254	$ 21,903	$ 21,934
Other	1,557	4,133	(974)	5,644
Other income, net	$ 11,682	$ 14,387	$ 20,929	$ 27,578

The change in Other income, net was primarily due to a foreign currency translation net loss arising from translation of our foreign subsidiaries of $0.9 million and $3.3 million in the three and six months ended June 30, 2024, respectively, compared to net gains of $0.4 million and $1.2 million in three and six months ended June 30, 2023, respectively.

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

OVERVIEW

The following discussion should be read in conjunction with the unaudited, condensed consolidated financial statements and notes thereto contained in Part I, Item 1 of this Quarterly Report on Form 10-Q, in addition to our 2023 Form 10-K, other reports filed with the SEC and the *Statement Pursuant to the Private Securities Litigation Reform Act of 1995 — Forward-Looking Statements* below.

Throughout the following discussion and elsewhere in this Form 10-Q, we refer to "recurring revenues" and "catch-up revenues." For variable and dynamic fixed-fee license agreements, "catch-up revenues" primarily represents revenue associated with reporting periods prior to the execution of the license agreement, while "recurring revenue" represents revenue associated with reporting periods beginning with the execution of the license agreement. For static fixed-fee license agreements, we typically classify the associated revenue as catch-up revenues.

Lenovo Proceedings

On July 12, 2024, the UK's Court of Appeal handed down its decision in InterDigital's FRAND licensing case against Lenovo. The Court of Appeal ruled in favor of InterDigital, including raising the amount that Lenovo must pay for a license to InterDigital's cellular SEP patents. The court rejected Lenovo's appeal in its entirety and confirmed that Lenovo must pay for all of its past sales starting from 2007. By virtue of this ruling, Lenovo paid an additional amount of more than $55 million, increasing the total lump-sum royalty to $240.1 million for Lenovo's past sales through December 31, 2023. Lenovo sought permission to appeal, and permission to appeal was refused by the UK Court of Appeals on July 12, 2024. Lenovo has until August 9, 2024 to file a request for an appeal directly with the UK Supreme Court.

Additionally, in May 2024, the Regional Court in Munich held that Lenovo's sales of cellular products on or after January 1, 2024 infringe InterDigital's patent-in-suit covering 4G and 5G devices, that we have acted in a FRAND manner at all times, and that Lenovo is an unwilling licensee who has not acted in line with widely recognized FRAND principles. This is a first instance decision which can be appealed.

Google Agreement

In June 2024, we signed a new device license agreement with Google. The agreement licenses a range of devices including Pixel smartphones, Fitbit wearables, and other consumer electronics devices to InterDigital's cellular wireless, Wi-Fi, and HEVC video patented technologies.

Settlement of the 2024 Notes and 2024 Hedge Transactions

On June 1, 2024, the 2024 Notes matured, and we repaid $126.2 million in aggregate principal in cash and issued 0.3 million common shares to settle the remaining obligation. This issuance was effectively offset by our receipt of 0.3 million shares from the settlement of the 2024 Note Hedge Transactions.

Return of Capital to Shareholders

During the second quarter 2024, we returned $45.2 million to shareholders, including $10.1 million, or $0.40 per share, of cash dividends declared and $35.1 million through the repurchase of 0.3 million shares of common stock.

As of July 31, 2024, there was $232.6 million remaining under the share repurchase authorization, which we plan to utilize to periodically repurchase additional common shares. See Part II, Item II - *Unregistered Sales of Equity Securities and Use of Proceeds—Issuer Purchases of Equity Securities* of this Quarterly Report on Form 10-Q.

Cash & Short-term Investments

As of June 30, 2024, we had $769.6 million of cash, restricted cash and short-term investments and nearly $1.3 billion of cash payments due under contracted fixed price agreements, which includes our conservative estimates of the minimum cash receipts that we expect to receive under the wireless patent license agreement with Samsung.

88% of our recurring revenue comes from fixed-fee royalties. Such agreements often have prescribed payment schedules that are uneven and sometimes front-loaded, resulting in timing differences between when we collect the cash payments and recognize the related revenue.

The following table reconciles the timing differences between cash receipts and recognized revenue during the three and six months ended June 30, 2024 and 2023, including the resulting operating cash flow (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
Cash vs. Non-cash revenue:	**2024**	**2023**	**2024**	**2023**
Fixed fee cash receipts [(a)]	$ 33,705	$ 9,406	$ 223,838	$ 34,075
Other cash receipts [(b)]	13,801	11,160	23,978	31,132
Change in deferred revenue	26,866	38,641	54,408	81,407
Change in receivables	78,011	92,756	106,348	183,612
Other [(c)]	71,110	(50,372)	78,463	(26,262)
Total Revenue	$ 223,493	$ 101,591	$ 487,035	$ 303,964
Net cash (used in) provided by operating activities	$ (48,910)	$ (45,440)	$ 1,863	$ (73,292)

(a) Fixed fee cash receipts are comprised of cash receipts from Dynamic Fixed-Fee Agreement royalties, including the associated catch-up royalties

(b) Other cash receipts are primarily comprised of cash receipts related to our variable patent royalty revenue and catch-up revenues.

(c) The changes in other are primarily driven by customer deposits partially offset by long-term contract assets associated with revenue estimates.

When we collect payments on a front-loaded basis, we recognize a deferred revenue liability equal to the cash received and accounts receivable recorded which relate to revenue expected to be recognized in future periods. That liability is then reduced as we recognize revenue over the balance of the agreement. The following table shows the projected amortization of our current and long term deferred revenue as of June 30, 2024 (in thousands):

	Deferred Revenue
Remainder of 2024	$ 88,285
2025	135,651
2026	83,052
2027	12,450
2028	1,141
Thereafter	2,476
Total Revenue	$ 323,055

Revenue

Total revenues of $223.5 million, which includes both recurring and catch-up revenues, increased 120% compared to second quarter 2023 primarily due to catch-up revenues resulting from the Lenovo UK proceedings and the Google patent license agreement signed in second quarter 2024. Second quarter 2024 recurring revenues were $95.9 million, compared to recurring revenues of $99.1 million in second quarter 2023. In second quarter 2024, revenues (in descending order) from Lenovo, Apple, and Samsung each comprised 10% or more of our consolidated revenues. Refer to "*Results of Operations --Second Quarter 2024 Compared to Second Quarter 2023*" for further discussion of our 2024 revenue.

Impact of Macroeconomic and Geopolitical Factors

We have been actively monitoring the impact of the current macroeconomic environment in the U.S. and globally characterized by inflation, supply chain issues, rising interest rates, labor shortages, and the potential for a recession. These market factors, as well as the impacts of the Ukraine-Russia and Middle East conflicts, have not had a material impact on our business to date. However, if these conditions continue or worsen, they could have an adverse effect on our operating results and our financial condition.

Comparability of Financial Results

When comparing second quarter 2024 financial results against other periods, the following items should be taken into consideration:

Revenue

- Our second quarter 2024 revenues include $127.6 million of catch-up revenues primarily related to the Lenovo UK proceedings and the Google agreement signed in second quarter 2024.

Operating Expenses

- During second quarter 2024, we accrued a $3.2 million one-time contra expense for a net litigation fee reimbursement associated with the Lenovo proceedings. See Note 6, "*Litigation and Legal Proceedings*," to the Notes to Condensed Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q for further information regarding the Lenovo proceedings.
- During second quarter 2024, we incurred $1.4 million of one-time performance-based compensation costs driven by licensing success.

Non-Operating Income (Expense), Net

- During second quarter 2024, we recognized a $2.2 million gain resulting from fair value changes of one of our long-term strategic investments, which was included within "*Other income, net*" in the condensed consolidated statement of income.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Our significant accounting policies are described in Note 2, "*Summary of Significant Accounting Policies and New Accounting Guidance*", in the notes to consolidated financial statements included in our 2023 Form 10-K. A discussion of our critical accounting policies, and the estimates related to them, are included in Management's Discussion and Analysis of Financial Condition and Results of Operations in our 2023 Form 10-K. There have been no material changes to our existing critical accounting policies from the disclosures included in our 2023 Form 10-K. Refer to Note 1, "*Basis of Presentation*," in the notes to condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q for updates related to new accounting pronouncements and changes in accounting policies.

FINANCIAL POSITION, LIQUIDITY AND CAPITAL RESOURCES

Our primary sources of liquidity are cash, cash equivalents and short-term investments, as well as cash generated from operations. We believe we have the ability to obtain additional liquidity through debt and equity financings. From time to time, we may engage in a variety of transactions to augment our liquidity position as our business dictates and to take advantage of favorable interest rate environments or other market conditions, including the incurrence or issuance of debt and the refinancing or restructuring of existing debt. Based on our past performance and current expectations, we believe our available sources of funds, including cash, cash equivalents and short-term investments and cash generated from our operations, will be sufficient to finance our operations, capital requirements, debt obligations, existing stock repurchase program, dividend program, and other contractual obligations discussed below in both the short-term over the next twelve months, and the long-term beyond twelve months.

Cash, cash equivalents, restricted cash and short-term investments

As of June 30, 2024 and December 31, 2023, we had the following amounts of cash and cash equivalents, restricted cash and short-term investments (in thousands):

	June 30, 2024	December 31, 2023	Increase / (Decrease)
Cash and cash equivalents	$ 299,762	$ 437,076	$ (137,314)
Restricted cash included within prepaid and other current assets	9,233	5,885	3,348
Short-term investments	460,581	569,280	(108,699)
Total cash, cash equivalents, restricted cash and short-term investments	$ 769,576	$ 1,012,241	$ (242,665)

The net decrease in cash, cash equivalents, restricted cash and short-term investments was attributable to cash used in financing activities of $233.3 million and cash used in investing activities of $21.4 million, excluding sales and purchases of short-term investments, partially offset by cash provided by operating activities of $1.9 million. Refer to the sections below for further discussion of these items.

Cash flows provided by (used in) operating activities

Cash flows provided by (used in) operating activities in the first half 2024 and 2023 (in thousands) were as follows:

	Six Months Ended June 30,		
	2024	2023	Change
Net cash provided by (used in) operating activities	$ 1,863	$ (73,292)	$ 75,155

Our cash flows provided by (used in) operating activities are principally derived from cash receipts from patent license agreements, offset by cash operating expenses and income tax payments. The $75.2 million change in net cash provided by (used in) operating activities was driven by higher cash receipts primarily due to new patent license agreements signed in first half 2024 and due timing of cash receipts related to existing patent license agreements, partially offset by increased cash operating expenses primarily due to increased revenue share costs from new patent license agreements. The table below sets forth the significant items comprising our cash flows provided by (used in) operating activities during the six months ended June 30, 2024 and 2023 (in thousands):

	Six Months Ended June 30,		
	2024	2023	Change
Total Cash Receipts	$ 247,816	$ 65,207	$ 182,609
Cash Outflows:			
Cash operating expenses [a]	195,734	103,045	92,689
Income taxes paid [b]	16,920	21,132	(4,212)
Total cash outflows	212,654	124,177	88,477
Other working capital adjustments	(33,299)	(14,322)	(18,977)
Cash flows provided by (used in) operating activities	$ 1,863	$ (73,292)	$ 75,155

(a) Cash operating expenses include operating expenses less depreciation and disposals of fixed assets, amortization of patents, and non-cash compensation. Amount includes revenue share costs of $71.7 million and $1.5 million in first half 2024 and 2023, respectively.
(b) Income taxes paid include foreign withholding taxes.

Cash flows from investing and financing activities

Net cash provided by investing activities for first half 2024 was $97.5 million, a $165.0 million change from $67.5 million of net cash used in investing activities in first half 2023. During first half 2024, we sold $118.9 million of short-term marketable securities, net of purchases, and capitalized $22.6 million of patent costs and property and equipment purchases. During first half 2023, we purchased $46.0 million of short-term marketable securities, net of sales, and capitalized $21.5 million of patent costs and property and equipment purchases.

Net cash used in financing activities for first half 2024 was $233.3 million, a change of $38.1 million from $271.5 million the first half 2023. This change was primarily attributable to a $182.2 million decrease in share repurchases, of which $203.4 million was related to the Company's modified "Dutch auction" tender offer in first quarter 2023. This change was partially offset by $139.1 million of payments on our long-term debt, of which $126.2 million was related to the maturity of the 2024 Notes.

Other

Our combined short-term and long-term deferred revenue balance as of June 30, 2024 was approximately $323.1 million, a net decrease of $54.4 million from December 31, 2023. This decrease in deferred revenue was primarily due to amortization of deferred revenue recognized in the period, partially offset by cash receipts on new and existing patent license agreements.

Based on current license agreements, we expect the amortization of dynamic fixed-fee royalty payments to reduce the June 30, 2024 deferred revenue balance of $323.1 million by $156.8 million over the next twelve months.

Convertible Notes

See Note 5, "*Obligations*" to the Notes to condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q for definitions of capitalized terms below.

The 2024 Notes matured on June 1, 2024 resulting in 0.3 million of common shares being issued. This issuance was effectively offset by the settlement of the 2024 Note Hedge Transactions resulting in zero net shares being issued on June 1, 2024. Under the 2024 Warrant Transactions, we are required to issue up to 1.6 million shares of common stock at an initial strike price of approximately $109.43 per share. These warrants remain outstanding and will settle, on a net-share basis, during the period September 3, 2024 through December 17, 2024.

From the period January 1, 2024 through September 30, 2024, the holders of the 2027 Notes have the right, but not the obligation, to convert any portion of the principal amount of the 2027 Notes.

Our 2027 Notes are included in the dilutive earnings per share calculation using the if-converted method. Under the if-converted method, we must assume that conversion of convertible securities occurs at the beginning of the reporting period. The 2027 Notes are convertible into cash up to the aggregate principal amount to be converted. Any remaining obligation of the 2027 Notes may be settled in cash, shares of the Company's common stock or a combination thereof. As the principal amount must be paid in cash and only the conversion spread is settled in shares, we only include the net number of incremental shares that would be issued upon conversion. We must calculate the number of shares of our common stock issuable under the terms of the 2027 Notes based on the average market price of our common stock during the applicable reporting period and include that number in the total diluted shares figure for the period.

At the time we issued the 2027 Notes, we entered into the 2027 Call Spread Transactions that together were designed to have the economic effect of reducing the net number of shares that will be issued in the event of conversion of the 2027 Notes by, in effect, increasing the conversion price of the 2027 Notes from our economic standpoint. However, under GAAP, since the impact of the 2027 Note Hedge Transactions is anti-dilutive, we exclude from the calculation of fully diluted shares the number of shares of our common stock that we would receive from the counterparties to these agreements upon settlement.

During periods in which the average market price of our common stock is above the applicable conversion price of the 2027 Notes (initial conversion price of approximately $77.49 per share), or above the strike price of the warrants (weighted average strike price of $106.31 per share), the impact of conversion or exercise, as applicable, would be dilutive and such dilutive effect is reflected in diluted earnings per share. As a result, in periods where the average market price of our common stock is above the conversion price or strike price, as applicable, under the if-converted method, we calculate the number of shares issuable under the terms of the 2027 Notes and the 2027 Warrants based on the average market price of the stock during the period, and include that number in the total diluted shares outstanding for the period.

Under the if-converted method, changes in the price per share of our common stock can have a significant impact on the number of shares that we must include in the fully diluted earnings per share calculation. As described in Note 5, "*Obligations,*" the 2027 Notes are convertible into cash up to the aggregate principal amount to be converted and any remaining obligation may be settled in cash, shares of the Company's common stock or a combination thereof ("net share settlement"). Assuming net share settlement upon conversion, the following tables illustrate how, based on the $460.0 million aggregate principal amount of the 2027 Notes outstanding as of June 30, 2024, and the approximately 5.9 million warrants related to the 2027 Notes changes in our stock price would affect (i) the number of shares issuable upon conversion of the 2027 Notes, (ii) the number of shares issuable upon exercise of the warrants subject to the 2027 Warrant Transactions, (iii) the number of additional shares deemed outstanding with respect to the 2027 Notes, after applying the if-converted method, for purposes of calculating diluted earnings per share ("Total If-Converted Method Incremental Shares"), (iv) the number of shares of our common stock deliverable to us upon settlement of the 2027 Hedge Transactions and (v) the number of shares issuable upon concurrent conversion of the 2027 Notes, exercise of the warrants subject to the 2027 Warrant Transactions, and settlement of the 2027 Hedge Transactions (in thousands):

	2027 Notes					2024 Warrants
Market Price Per Share	Shares Issuable Upon Conversion of the 2027 Notes	Shares Issuable Upon Exercise of the 2027 Warrant Transactions	Total If-Converted Method Incremental Shares	Shares Deliverable to InterDigital upon Settlement of the 2027 Note Hedge Transactions	Incremental Shares Issuable [(a)]	Shares Issuable Upon Exercise of the 2024 Warrant Transactions
$80	195	—	195	(195)	—	—
$85	534	—	534	(534)	—	—
$90	834	—	834	(834)	—	—
$95	1,103	—	1,103	(1,103)	—	—
$100	1,345	—	1,345	(1,345)	—	—
$105	1,564	—	1,564	(1,564)	—	—
$110	1,764	206	1,970	(1,764)	206	11
$115	1,945	455	2,400	(1,945)	455	78
$120	2,112	684	2,796	(2,112)	684	139
$125	2,265	894	3,159	(2,265)	894	196

(a) Represents incremental shares issuable upon concurrent conversion of convertible notes, exercise of warrants and settlement of the hedge agreements.

RESULTS OF OPERATIONS

Second Quarter 2024 Compared to Second Quarter 2023

Revenues

The following table compares second quarter 2024 revenues to second quarter 2023 revenues (in thousands):

	Three Months Ended June 30,			
	2024	2023	Increase/(Decrease)	
Recurring revenues:				
Smartphone	$ 73,525	$ 85,075	$ (11,550)	(14)%
CE, IoT/Auto	21,878	13,432	8,446	63 %
Other	539	566	(27)	(5)%
Total recurring revenues	95,942	99,073	(3,131)	(3)%
Catch-up revenues [a]	127,551	2,518	125,033	4,966 %
Total revenues	$ 223,493	$ 101,591	$ 121,902	120 %

(a) Catch-up revenues are comprised of past patent royalties and revenues from static agreements.

Total revenues of $223.5 million, which includes both recurring and catch-up revenues, increased 120% from second quarter 2023 primarily due to catch-up revenues from the Lenovo UK proceedings and the Google agreement signed in second quarter 2024.

Recurring revenues were relatively flat decreasing 3% to $95.9 million, as increased CE, IoT/Auto revenue mostly offset the 2023 expiration of Huawei and other agreements.

In second quarter 2024 and 2023, 80% and 78%, respectively, of our total revenue was attributable to licensees that individually accounted for 10% or more of our total revenue. In second quarter 2024 and 2023, the following licensees accounted for 10% or more of our total revenue:

	Three Months Ended June 30,	
	2024	2023
Customer A	54%	<10%
Customer B	15%	33%
Customer C	11%	19%
Customer D	<10%	15%
Customer E	—%	11%

Operating Expenses

The following table summarizes the changes in operating expenses between second quarter 2024 and second quarter 2023 by category (in thousands):

	Three Months Ended June 30,			
	2024	2023	Increase/(Decrease)	
Research and portfolio development	$ 50,145	$ 49,878	$ 267	1 %
Licensing	25,156	16,644	8,512	51 %
General and administrative	14,286	11,693	2,593	22 %
Total Operating expenses	$ 89,587	$ 78,215	$ 11,372	15 %

Operating expenses increased to $89.6 million in second quarter 2024 from $78.2 million in second quarter 2023. The $11.4 million increase in total operating expenses was primarily due to changes in the following items (in thousands):

	Increase/(Decrease)
Intellectual property enforcement	$ 10,911
Performance-based compensation	3,988
Revenue share	2,281
Net litigation fee reimbursement	(5,000)
Other	(808)
Total increase in operating expenses	$ 11,372

The $11.4 million increase in operating expenses was driven by an increase in intellectual property enforcement costs of $10.9 million due to costs associated with the Lenovo and Oppo proceedings and the Samsung arbitration. Additionally, there was a $4.0 million increase in performance-based compensation due to higher accrual rates driven by licensing successes and a $2.3 million increase in revenue share costs primarily related to the Samsung TV agreement. These increases were partially offset by a change in the net litigation reimbursement accrual related to the Lenovo proceedings of $3.2 million contra-expense in second quarter 2024 compared to $1.8 million of expense in the second quarter 2023.

Research and portfolio development expense: Research and portfolio development expenses were flat compared to second quarter 2023.

Licensing expense: Licensing expense increased $8.5 million primarily driven by the above-noted increased intellectual property enforcement costs and revenue share costs, partially offset by the one-time net litigation fee reimbursement.

General and administrative expense: General and administrative expense increased by $2.6 million primarily due to the increased performance-based compensation costs.

Non-Operating Income, net

The following table compares second quarter 2024 non-operating income, net to second quarter 2023 (in thousands):

	Three Months Ended June 30,			
	2024	2023	Increase/(Decrease)	
Interest expense	$ (11,483)	$ (12,141)	$ 658	5 %
Interest and investment income	10,125	10,254	(129)	(1)%
Other income, net	1,557	4,133	(2,576)	(62)%
Total non-operating income, net	$ 199	$ 2,246	$ (2,047)	(91)%

Interest expense and interest and investment income were flat compared to second quarter 2023. The change in Other income, net was primarily due to a foreign currency translation net loss arising from translation of our foreign subsidiaries of $0.9 million in second quarter 2024, compared to a $0.4 million net gain in second quarter 2023 and due to fair value adjustments of our investments resulting in a $2.9 million net gain in second quarter 2024, compared to a $3.9 million net gain in second quarter 2023.

Income taxes

In second quarter 2024 and 2023, based on the statutory federal tax rate net of discrete federal and state taxes, we had an effective tax rate of 18.2% and 16.9%, respectively. The change in effective tax rate is due to a decrease in the amount of Foreign Derived Intangible Income deduction benefit available to the Company. In addition, the Company is subject to an increase in the Global Intangible Low-Tax Income inclusion derived from the increase in revenue in certain foreign jurisdictions. The effective tax rate in the three months ended June 30, 2023 was impacted by losses in certain jurisdictions where the Company recorded a valuation allowance against the related tax benefit. Excluding this valuation allowance, our effective tax rate for the three months ended June 30, 2023 would have been 9.6%.

First Half 2024 Compared to First Half 2023

Revenues

The following table compares first half 2024 revenues to first half 2023 revenues (in thousands):

	Six Months Ended June 30,			
	2024	2023	Total Increase/(Decrease)	
Recurring revenues:				
Smartphone	$ 147,554	$ 172,506	$ (24,952)	(14)%
CE, IoT/Auto	43,994	27,518	16,476	60 %
Other	1,258	622	636	102 %
Total recurring revenues	192,806	200,646	(7,840)	(4)%
Catch-up revenues [a]	294,229	103,318	190,911	185 %
Total revenues	$ 487,035	$ 303,964	$ 183,071	60 %

(a) Catch-up revenues are comprised of past patent royalties and revenues from static agreements.

Total revenues of $487.0 million, which includes both recurring and catch-up revenues, increased 60% from the first half 2023 primarily due to catch-up revenues from the Lenovo UK proceedings and eight other patent license agreements signed in first half 2024, partially offset by catch-up revenues related to the Lenovo UK proceedings and two previously announced agreements recognized in second quarter 2023.

Recurring revenues decreased 4% to $192.8 million, compared to $200.6 million in first half 2023, with increased CE, IoT/Auto revenue mostly offsetting the 2023 expiration of Huawei and other agreements.

In first half 2024 and 2023, 82% and 69% of our total revenue, respectively, was attributable to companies that individually accounted for 10% or more of our total revenue. In first half 2024 and 2023, the following companies accounted for 10% or more of our total revenue:

	Six Months Ended June 30,	
	2024	2023
Customer A	25%	34%
Customer B	14%	22%
Customer C	43%	13%

Operating Expenses

The following table summarizes the changes in operating expenses between first half 2024 and first half 2023 by category (in thousands):

	Six Months Ended June 30,			
	2024	2023	Increase/(Decrease)	
Research and portfolio development	$ 99,520	$ 99,307	$ 213	— %
Licensing	121,745	38,012	83,733	220 %
General and administrative	28,126	24,008	4,118	17 %
Total operating expenses	$ 249,391	$ 161,327	$ 88,064	55 %

Operating expenses increased 55% to $249.4 million in first half 2024 from $161.3 million in first half 2023. The $88.1 million increase in total operating expenses was primarily due to changes in the following items (in thousands):

	Increase/(Decrease)
Revenue share	$ 70,192
Intellectual property enforcement	22,540
Performance-based compensation	7,410
Net litigation fee reimbursement	(10,737)
Other	(1,341)
Total increase in operating expenses	$ 88,064

The $88.1 million increase in operating expenses was driven by a $70.2 million increase in revenue share costs primarily related to the Samsung TV agreement and a $7.4 million increase in performance-based compensation due to higher accrual rates driven by licensing successes. Additionally, intellectual property enforcement costs increased $22.5 million due to costs associated with the Lenovo and Oppo proceedings and the Samsung arbitration. These increases were partially offset by a change in the net litigation reimbursement accrual related to the Lenovo proceedings of $3.2 million contra expense in first half 2024 compared to $7.5 million of expense in the first half 2023.

Research and portfolio development expense: Research and portfolio development expense was flat compared to first half 2023.

Licensing expense: Licensing expense increased by $83.7 million primarily driven by the above-noted increased revenue share costs and intellectual property enforcement costs, partially offset by the one-time net litigation fee reimbursement.

General and administrative expense: The $4.1 million increase in general and administrative expense primarily resulted from the above-noted increases in performance-based compensation costs.

Non-Operating (Expense) Income, net

The following table compares first half 2024 non-operating expense, net to first half 2023 non-operating income, net (in thousands):

	Six Months Ended June 30,			
	2024	2023	Increase/(Decrease)	
Interest expense	$ (23,405)	$ (24,228)	$ 823	3 %
Interest and investment income	21,903	21,934	(31)	— %
Other (expense) income, net	(974)	5,644	(6,618)	(117)%
Total non-operating (expense) income, net	$ (2,476)	$ 3,350	$ (5,826)	(174)%

Interest expense and interest and investment income were flat compared to first half 2023. Other (expense) income, net changed primarily due to a foreign currency translation loss of $3.3 million in the first half 2024 arising from euro translation of our foreign subsidiaries, compared to a foreign currency translation gain of $1.2 million in first half 2023 and due to fair value adjustments of our investments resulting in a $3.5 million net gain in first half 2024, compared to a $4.9 million net gain in first half 2023.

Income taxes

In first half 2024 and 2023, we had an effective tax rate of 18.6% and 14.5%, respectively. The change in effective tax rate is due to a decrease in the amount of Foreign Derived Intangible Income deduction benefit available to the Company. In addition, the Company is subject to an increase in the Global Intangible Low-Tax Income inclusion derived from the increase in revenue in certain foreign jurisdictions. The effective tax rate in the six months ended June 30, 2023 was impacted by losses in certain jurisdictions where the Company recorded a valuation allowance against the related tax benefit. Excluding this valuation allowance, our effective tax rate for the six months ended June 30, 2023 would have been 13.0%. In the six months ended 2024 and 2023, we recorded a net discrete tax benefit of $2.4 million and $1.2 million, respectively, primarily related to share-based compensation.

STATEMENT PURSUANT TO THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995 — FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements include certain information in regarding our current beliefs, plans and expectations, including, without limitation, the matters set forth below. Words such as "believe," “anticipate,” “estimate,” “expect,” “project,” “intend,” “plan,” “forecast,” "goal," "could," "would," "should," "if," "may," "might," "future," "target," "trend," "seek to," "will continue," "predict," "likely," "in the event," and variations of any such words or similar expressions contained herein are intended to identify such forward-looking statements. Forward-looking statements are made on the basis of management’s current views and assumptions and are not guarantees of future performance. Although the forward-looking statements in this Form 10-Q reflect the good faith judgment of our management, such statements can only be based on facts and factors currently known by us. Consequently, forward-looking statements concerning our business, results of operations and financial condition are inherently subject to risks and uncertainties. These risks and uncertainties include, but are not limited to, the risks and uncertainties described in Part I, Item 1A of our 2023 Form 10-K and the risks and uncertainties set forth below:

- unanticipated delays, difficulties or accelerations in the execution of patent license agreements;
- our ability to leverage our strategic relationships and secure new patent license agreements on acceptable terms;
- our ability to enter into sales and/or licensing partnering arrangements for certain of our patent assets;
- our ability to enter into partnerships with leading inventors and research organizations;
- our ability to identify and pursue strategic acquisitions of technology and patent portfolios and other strategic growth opportunities;
- our ability to commercialize our technologies and enter into customer agreements;
- the failure of the markets for our current or new technologies to materialize to the extent or at the rate that we expect;
- unexpected delays or difficulties related to the development of our technologies;
- changes in our interpretations of, and assumptions and calculations with respect to the impact on us of, the 2017 Tax Cuts and Jobs Act, as well as further guidance that may be issued regarding such act;
- risks related to the potential impact of new accounting standards on our financial position, results of operations or cash flows;
- failure to accurately forecast the impact of our restructuring activities on our financial statements and our business;
- the resolution of current legal proceedings, including any awards or judgments relating to such proceedings, additional legal proceedings, changes in the schedules or costs associated with legal proceedings or adverse rulings in such proceedings;
- the timing and impact of potential regulatory, administrative and legislative matters;
- changes or inaccuracies in market projections;
- our ability to obtain liquidity through debt and equity financings;
- the potential effects that macroeconomic uncertainty could have on our financial position, results of operations and cash flows
- changes in our business strategy;
- changes or inaccuracies in our expectations with respect to royalty payments by our customers; and
- risks related to our assumptions and application of relevant accounting standards, including with respect to revenue recognition.

You should carefully consider these factors before making any investment decision with respect to our common stock. These factors, individually or in the aggregate, may cause our actual results to differ materially from our expected and historical results. You should understand that it is not possible to predict or identify all such factors. In addition, you should not place undue reliance on the forward-looking statements contained herein, which are made only as of the date of this Form 10-Q. We undertake no obligation to revise or update publicly any forward-looking statement for any reason, except as otherwise required by law.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

There have been no material changes in quantitative and qualitative market risk from the disclosures included in our 2023 Form 10-K.

Item 4. CONTROLS AND PROCEDURES.

The Company's principal executive officer and principal financial officer, with the assistance of other members of management, have evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) as of the end of the period covered by this report. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective to ensure that the information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and to ensure that the information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934, as amended, is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure. There were no changes in our internal control over financial reporting that occurred during the quarter ended June 30, 2024, that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. LEGAL PROCEEDINGS.

See Note 6, "*Litigation and Legal Proceedings*," to the Notes to Condensed Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q for a description of legal proceedings, which is incorporated herein by reference.

Item 1A. RISK FACTORS.

Reference is made to Part I, Item 1A, "Risk Factors" included in our 2023 Form 10-K for information concerning risk factors, which should be read in conjunction with the factors set forth in the Statement Pursuant to the Private Securities Litigation Reform Act of 1995 -- Forward-Looking Statements in Part I, Item 2 of this Quarterly Report on Form 10-Q. There have been no material changes with respect to the risk factors disclosed in our 2023 Form 10-K. You should carefully consider such factors, which could materially affect our business, financial condition or future results. The risks described in the 2023 Form 10-K are not the only risks facing our company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially and adversely affect our business, financial condition and/or operating results.

Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

Issuer Purchases of Equity Securities

The following table provides information regarding the Company's purchases of its common stock during second quarter 2024.

Period	Total Number of Shares Purchased (1)	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)	Maximum Number (or Approximate Dollar Value) of Shares That May Yet Be Purchased Under the Plans or Programs (3)
April 1, 2024 - April 30, 2024	224,235	$ 98.10	224,235	$ 245,387,269
May 1, 2024 - May 31, 2024	120,119	$ 106.51	120,119	$ 232,589,756
June 1, 2024 - June 30, 2024	—	$ —	—	$ 232,589,756
Total	344,354	$ 101.04	344,354	

(1) Total number of shares purchased during each period reflects share purchase transactions that were completed (i.e., settled) during the period indicated.

(2) Shares were purchased pursuant to the Company's share repurchase program (the "Share Repurchase Program"), $300 million of which was authorized by the Company's Board of Directors in June 2014, with an additional $100 million authorized by the Company's Board of Directors in each of June 2015, September 2017, December 2018, May 2019, and May 2022, respectively, an additional $333 million in December 2022, and an additional $235 million in December 2023. The Share Repurchase Program has no expiration date.

(3) Amounts shown in this column reflect the amounts remaining under the Share Repurchase Program at the end of the period.

Unregistered Sales of Equity Securities

On June 1, 2024, the maturity date of the 2024 Notes, the Company issued 0.3 million common shares in connection with the settlement of $126.2 million principal amount of 2024 Notes that remained outstanding at maturity. The common shares were issued in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended. For additional information, see Note 5, "Obligations" to the Notes to condensed consolidated financial statements included in Part I, item 1 of this Quarterly Report on Form 10-Q.

Item 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

Item 4. MINE SAFETY DISCLOSURES.

Not applicable.

Item 5. OTHER INFORMATION

Rule 10b5-1 Trading Arrangements

During second quarter 2024, the following Section 16 officers adopted, modified or terminated "Rule 10b5-1 trading arrangements" (as defined in Item 408 of Regulation S-K of the Securities Exchange Act of 1934, as amended):

			Trading Arrangement			
	Action	Date	Rule 10b5-1	Non-Rule 10b5-1	Maximum Shares to be Sold	Expiration Date
Rajesh Pankaj	Adopt	May 9, 2024	X		6,300 [1]	May 30, 2025
Derek Aberle	Adopt	May 20, 2024	X		2753[2]	June 30, 2025
Josh Schmidt	Adopt	May 22, 2024	X		1,424 [1]	March 28, 2025
John Kritzmacher	Adopt	June 21, 2024	X		3,014	June 30, 2025
Samir Armaly	Adopt	June 24, 2024	X		770[2]	June 30, 2025
Jean Rankin	Adopt	June 24, 2024	X		599[2]	June 30, 2025
Derek Aberle	Adopt	June 25, 2024	X		685[2]	June 30, 2025
John Markley, Jr.	Adopt	June 25, 2024	X		856	June 30, 2025

1.) With respect to grants that have not yet vested, assumes shares withheld for tax purposes consistent with the individual's tax rate. With respect to milestone awards, assumes no milestones are achieved prior to the expiration of the trading plan.
2.) Number of shares to be sold represents the individual's estimated tax liability associated with the vesting of the RSU grants covered by the trading arrangement.

Compensation Arrangements

On July 30, 2024, the Human Capital Committee (the "Committee") of the Board of Directors of the Company amended the terms governing the Company's performance-based equity awards ("Awards") to provide that, in the event of a Change in Control (as defined in the Company's 2017 Equity Incentive Plan, as amended (the "Plan")), such Awards will be deemed earned based on the greater of target or actual performance, measured as of the day immediately prior to the Change in Control. Additionally, the terms governing Awards of Options (as defined in the Plan) will be amended to remove the requirement that shares of the Company's stock issued upon settlement of an Option must not be disposed or transferred by the holder for two years following the vesting date of such Option. These amendments will apply to all outstanding and all future performance-based awards issued under the Plan. All other terms of the awards, including the service-based vesting schedules initially applicable to such Awards and any other provisions relating to termination following a Change in Control, remain unchanged.

Additionally, on July 30, 2024, the Committee amended the Company's Executive Severance and Change in Control Policy (the "Policy") to provide that, in the case of a COC Qualified Termination (as defined in the Policy), "Tier 1" employees of the Company, currently consisting solely of the Company's Chief Executive Officer, will receive a lump sum payment of (i) 200% of the executive's base salary, decreased from 250%, and (ii) 200% of the executive's target bonus under the Company's short-term incentive plan, increased from 100%. All other terms of the Policy, including other amounts payable upon a COC Qualified Termination, remain unchanged.

The amendments described herein are qualified entirely by reference to the amended forms of Award agreement and the amended Policy, each of which is filed as an exhibit to this Quarterly Report on Form 10-Q.

Item 6. EXHIBITS.

The following is a list of exhibits filed with this Quarterly Report on Form 10-Q:

Exhibit Number	Exhibit Description
†10.1	Amended InterDigital Inc. Executive Severance and Change in Control Policy.
†10.2	2017 Equity Incentive Plan, Form of Term Sheet for Performance-Based Restricted Stock Unit Awards (revised July 2024).
†10.3	2017 Equity Incentive Plan, Form of Term Sheet for Performance-Based Stock Option Awards (revised July 2024).
31.1	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended.
31.2	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended.
32.1+	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350.
32.2+	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350.
101.INS	Inline Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline Schema Document
101.CAL	Inline Calculation Linkbase Document
101.DEF	Inline Definition Linkbase Document
101.LAB	Inline Labels Linkbase Document
101.PRE	Inline Presentation Linkbase Document
104	Inline Cover Page Interactive Data File (formatted as Inline XBRL with applicable taxonomy extension information contained in Exhibits 101)

† Management contract or compensatory arrangement.

\+ This exhibit will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (15 U.S.C. 78r), or otherwise subject to the liability of that section. Such exhibit will not be deemed to be incorporated by reference into any filing under the Securities Act or Securities Exchange Act, except to the extent that InterDigital, Inc. specifically incorporates it by reference.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

INTERDIGITAL, INC.

Date: August 1, 2024

/s/ LIREN CHEN

Liren Chen
President and Chief Executive Officer

Date: August 1, 2024

/s/ RICHARD J. BREZSKI

Richard J. Brezski
Chief Financial Officer

EXHIBIT 10.1

InterDigital, Inc.
Amended Executive Severance and Change in Control Policy

This Executive Severance and Change in Control Policy (the "**Policy**") is designed to provide certain protections to a select group of key employees of InterDigital, Inc. ("**InterDigital**" or the "**Company**") or any of its subsidiaries in connection with a change in control of InterDigital or if in connection with the involuntary termination of their employment under the circumstances described in this Policy. The Policy is designed to be an "employee welfare benefit plan" (as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")), and this document is both the formal plan document and the required summary plan description for the Policy.

Term: This Policy will have an initial term of three years commencing on the Effective Date (the "**Initial Term**"). On the third anniversary of the Effective Date (as defined below) and each anniversary thereafter, this Policy will renew automatically for additional one year terms (each an "**Additional Term**" and the then-current Initial Term or an Additional Term, as applicable, the "**Term**"), unless the Company provides each Eligible Employee written notice of non-renewal at least 30 days prior to the date of automatic renewal (such period of time, the "**Renewal Deadline**"). Notwithstanding the foregoing provisions, if (a) a Change in Control occurs when there are fewer than 12 months remaining during the Initial Term or an Additional Term, the term of this Policy will extend automatically through the date that is 12 months following the effective date of the Change in Control, or (b) if an initial occurrence of an act or omission by the Company constituting the grounds for Good Reason (as defined below) has occurred (the "**Initial Grounds**"), and the expiration date of the Cure Period (as defined below) with respect to such Initial Grounds could occur following the expiration of the Initial Term or an Additional Term, then the term of this Policy with respect to an Eligible Employee with Initial Grounds will extend automatically through the date that is 30 days following the expiration of such cure period, but such extension of the term shall only apply with respect to the Initial Grounds. If an Eligible Employee becomes entitled to benefits under this Policy during the term of this Policy, the Policy will not terminate until all of the obligations of the parties hereto with respect to this Policy have been satisfied. For clarity, an election by the Company not to renew this Policy for an Additional Term will not be deemed to be a termination of an Eligible Employee's employment without Cause or grounds for a resignation for Good Reason and, accordingly, Eligible Employee will not be eligible for severance benefits set forth herein.

Eligible Employee: An individual is only eligible for protection under this Policy if he or she is an Eligible Employee and complies with its terms (including any terms in the employee's Participation Agreement (as defined below)). To be an "**Eligible Employee**," an employee must (a) have been designated by the Compensation Committee of the Board (the "**Compensation Committee**") as eligible to participate in the Policy and (b) have executed a participation agreement in the form attached hereto as Exhibit A (a "**Participation Agreement**").

Policy Benefits: An Eligible Employee will be eligible to receive the payments and benefits set forth in this Policy and his or her Participation Agreement if his or her employment with the Company or any of its subsidiaries terminates as a result of a Qualified Termination. The amount and terms of any Equity Vesting, Salary Severance, Bonus Severance, COBRA Payment, and Outplacement Services that an Eligible Employee may receive on his or her Qualified Termination will depend on whether his or her Qualified Termination is a COC Qualified Termination or a Non-COC Qualified Termination. All benefits under this Policy payable on a Qualified Termination will be subject to the Eligible Employee's compliance with the Release Requirement and any timing modifications required to avoid adverse taxation under Section 409A.

Equity Vesting: An Eligible Employee's acceleration of vesting of Company equity awards upon a Qualified Termination or otherwise will continue to be governed by the Eligible Employee's equity award agreements (each such agreement, an "**Equity Award Agreement**") under the applicable Company equity incentive plan (each, a "**Plan**").

Salary Severance: On a Qualified Termination, an Eligible Employee will be eligible to receive salary severance payment(s) equal to the applicable percentage (set forth in his or her Participation Agreement) of his or her Base Salary ("**Salary Severance**"). The Eligible Employee's salary severance payment(s) will be paid in cash at the time(s) specified in his or her Participation Agreement.

Bonus Severance: On a Qualified Termination, an Eligible Employee will be eligible to receive bonus severance payment(s) with respect to any annual bonus set forth in his or her Participation Agreement in the applicable percentage set forth in his or her Participation Agreement ("**Bonus Severance**"). The Eligible Employee's Bonus Severance payment(s) will be paid in cash at the time(s) specified in his or her Participation Agreement.

COBRA Payment: Upon a Qualified Termination, the Company will either (i) pay, on behalf of Eligible Employee, the cost of COBRA continuation coverage for the Eligible Employee and any eligible dependents there were covered under the Company's health care plans immediately prior to the date of his or her Qualified Termination for the applicable period set forth in the Eligible Employees' Participation Agreement or (ii) pay the Eligible Employee a lump-sum cash payment equal to 1.5 times of the cost of COBRA continuation coverage for the Eligible Employee and any eligible dependents that were covered under the Company's health care plans immediately prior to the date of his or her eligible Qualified Termination through the end of the applicable period set forth in the Eligible Employee's Participation Agreement.

Outplacement Services: On a Qualified Termination, an Eligible Employee will be eligible to receive reasonable outplacement services in accordance with any applicable Company policy in effect as of the Qualified Termination (or if no such policy is in effect, as determined by the Company, in its sole discretion, provided that such outplacement services are provided by qualified consultants selected by the Company, at the Company's expense, in an amount not to exceed $10,000) ("**Outplacement Services**").

Death of Eligible Employee: If the Eligible Employee dies before all payments or benefits he or she is entitled to receive under this Policy have been paid, such unpaid amounts will be paid to his or her designated beneficiary, if living, or otherwise to his or her personal representative in a lump-sum payment as soon as possible following his or her death.

Recoupment: If the Company discovers after the Eligible Employee's receipt of payments or benefits under this Policy that grounds for the termination of the Eligible Employee's employment for Cause existed, then the Eligible Employee will not receive any further payments or benefits under this Policy and, to the extent permitted under applicable laws, will be required to repay to the Company any payments or benefits he or she received under the Policy (or any financial gain derived from such payments or benefits).

Release: The Eligible Employee's receipt of any severance payments or benefits upon his or her Qualified Termination under this Policy is subject to (i) the Eligible Employee's continued compliance with the terms of his or her Nondisclosure and Assignment of Ideas Agreement (the "**Covenants Agreement**"), and (ii) the Eligible Employee signing and not revoking the Company's then-standard separation agreement and release of claims (which may include an agreement not to disparage the Company, non-solicit provisions, and other standard restrictive covenants, terms and conditions) (the "**Release**" and such requirement, the "**Release Requirement**"), which must become effective and irrevocable no later than the 60th day following the Eligible Employee's Qualified Termination (the "**Release Deadline**"). If the Release does not become effective and irrevocable by the Release Deadline, the Eligible Employee will forfeit any right to severance payments or benefits under this Policy. In no event will severance payments or benefits under the Policy be paid or provided until the Release actually becomes effective and irrevocable. Notwithstanding any other payment schedule set forth in this Policy or the Eligible Employee's Participation Agreement, none of the severance payments and benefits payable upon such Eligible Employee's Qualified Termination under this Policy will be paid or otherwise provided prior to the 60th day following the Eligible Employee's Qualified Termination. Except as otherwise set forth in an Eligible Employee's Participation Agreement or to the extent that payments are delayed under the paragraph below entitled "Section 409A," on the first regular payroll pay day following the 60th day following the Eligible Employee's Qualified Termination, the Company will pay or commence to pay the Eligible Employee the severance payments and benefits that the Eligible Employee would otherwise have received under this Policy on or prior to such date, with the balance of such severance payments and benefits being paid or provided as originally scheduled. Any installment payments that would have been made to an Eligible Employee during the 60 day period immediately following an Eligible Employee's separation from service but for the preceding sentence will be paid to an Eligible Employee on the first Company payroll following the Release Deadline and the remaining payments will be made as provided in this Policy.

Section 409A: The Company intends that all payments and benefits provided under this Policy or otherwise are exempt from, or comply with, the requirements of Section 409A of the Code and any guidance promulgated thereunder (collectively, "**Section 409A**") so that none of the payments or benefits will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted in accordance with this intent. No payment or benefits to be paid to an Eligible Employee, if any, under this Policy or otherwise, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Section 409A (together, the "**Deferred Payments**") will be paid or otherwise provided until such Eligible Employee has a "separation from service" within the meaning of Section 409A. If, at the time of the Eligible Employee's termination of employment, the Eligible Employee is a "specified employee" within the meaning of Section 409A, then the payment of the Deferred Payments will be delayed to the extent necessary to avoid the imposition of the additional tax imposed under Section 409A, which generally means that the Eligible Employee will receive payment on the first payroll date that occurs on or after the date that is 6 months and 1 day following his or her termination of employment. The Company reserves the right to amend the Policy as it deems necessary or advisable, in its sole discretion and without the consent of any Eligible Employee or any other individual, to comply with any provision required to avoid the imposition of the additional tax imposed under Section 409A or to otherwise avoid income recognition under Section 409A prior to the actual payment of any benefits or imposition of any additional tax. Each payment, installment, and benefit payable under this Policy is intended to constitute a separate payment for purposes of U.S. Treasury Regulation Section 1.409A-2(b)(2). In no event will the Company reimburse any Eligible Employee for any taxes that may be imposed on him or her as a result of Section 409A.

Parachute Payments:

Reduction of Severance Benefits. Notwithstanding anything set forth herein to the contrary, if any payment or benefit that an Eligible Employee would receive from the Company or any other party whether in connection with the provisions herein or otherwise (the "**Payment**") would (a) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (b) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then such Payment will be equal to the Best Results Amount. The "**Best Results Amount**" will be either (x) the full amount of such Payment or (y) such lesser amount as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local employment taxes, income taxes and the Excise Tax, results in the Eligible Employee's receipt, on an after-tax basis, of the greater amount notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting parachute payments is necessary so that the Payment equals the Best Results Amount, reduction will occur in the following order: reduction of cash payments; cancellation of accelerated vesting of stock awards; reduction of employee benefits. In the event that acceleration of vesting of stock award compensation is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of the Eligible Employee's equity awards unless the Eligible Employee elects in writing a different order for cancellation. The Eligible Employee will be solely responsible for the payment of all personal tax liability that is incurred as a result of the payments and benefits received under this Policy, and the Eligible Employee will not be reimbursed by the Company for any such payments.

Determination of Excise Tax Liability. The Company will select a professional services firm to make all of the determinations required to be made under these paragraphs relating to parachute payments. The Company will request that firm provide detailed supporting calculations both to the Company and the Eligible Employee prior to the date on which the event that triggers the Payment occurs if administratively feasible, or subsequent to such date if events occur that result in parachute payments to the Eligible Employee at that time. For purposes of making the calculations required under these paragraphs relating to parachute payments, the firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith determinations concerning the application of the Code. The Company and the Eligible Employee will furnish to the firm such information and documents as the firm may reasonably request in order to make a determination under these paragraphs relating to parachute payments. The Company will bear all costs the firm may reasonably incur in connection with any calculations contemplated by these paragraphs relating to parachute payments. Any such determination by the firm will be binding upon the Company and the Eligible Employee, and the Company will have no liability to the Eligible Employee for the determinations of the firm.

Administration: The Policy will be administered by the Compensation Committee or its delegate (in each case, a "**Plan Administrator**"). The Plan Administrator will have full discretion to administer and interpret the Policy. Any decision made or other action taken by the Plan Administrator with respect to the Policy and any interpretation by the Plan Administrator of any term or condition of the Policy, or any related document, will be conclusive and binding on all persons and be given the maximum possible deference allowed by law. The Plan Administrator is the "plan administrator" of the Policy for purposes of ERISA and will be subject to the fiduciary standards of ERISA when acting in such capacity.

Attorneys Fees: The Company and each Eligible Employee will bear their own attorneys' fees incurred in connection with any disputes between them.

Exclusive Benefits: Except as may be set forth in an Eligible Employee's Participation Agreement, this Policy is intended to be the only agreement between the Eligible Employee and the Company regarding any change in control or severance payments or benefits (other than any acceleration of equity which shall continue to be governed by the Equity Award Agreements) to be paid to the Eligible Employee on account of a termination of employment whether unrelated to, concurrent with, or following, a Change in Control. Accordingly, by executing a Participation Agreement, an Eligible Employee hereby forfeits and waives any rights to any severance or change in control benefits set forth in any employment agreement, offer letter, and/or the Company's Severance Pay Plan, except as set forth in this Policy, the Eligible Employee's Participation Agreement and the Equity Award Agreements.

Tax Withholding: All payments and benefits under this Policy will be paid less applicable withholding taxes. The Company or the subsidiary employing the Eligible Employee, as applicable, is authorized to withhold from any payments or benefits all federal, state, local and/or non-U.S. taxes required to be withheld therefrom and any other required payroll deductions. The Company or the subsidiary employing the Eligible Employee, as applicable, will not pay, reimburse Eligible Employee for, or be liable or responsible for any of Eligible Employee's taxes arising from or relating to any payments or benefits under this Policy; instead, any such taxes will be solely the responsibility of Eligible Employee.

Amendment or Termination: The Compensation Committee may amend or terminate the Policy at any time, without advance notice to any Eligible Employee or other individual and without regard to the effect of the amendment or termination on any Eligible Employee or on any other individual. Notwithstanding the preceding, no amendment or termination of the Policy will be made if such amendment or termination would reduce the benefits provided hereunder or impair an Eligible Employee's eligibility under the Policy (unless the affected Eligible Employee consents to such amendment or termination), except that the Compensation Committee may unilaterally and without consent of any Eligible Employee make any such amendments that are necessary or appropriate to comply with applicable laws. For clarity, an action by the Plan Administrator not to renew the Policy in accordance with the Term provision above will not be an action that requires an Eligible Employee's consent. Further, an action to amend the Policy in a given Term that is effective as of the commencement of an Additional Term will not be an action that requires an Eligible Employee's consent. Any action to amend or terminate the Policy will be taken in a non-fiduciary capacity.

Claims Procedure: Any Eligible Employee who believes he or she is entitled to any payment under the Policy may submit a claim in writing to the Plan Administrator. If the claim is denied (in full or in part), the claimant will be provided a written notice explaining the specific reasons for the denial and referring to the provisions of the Policy on which the denial is based. The notice will also describe any additional information needed to support the claim and the Policy's procedures for appealing the denial. The denial notice will be provided within 90 days after the claim is received. If special circumstances require an extension of time (up to 90 days), written notice of the extension will be given within the initial 90-day period. This notice of extension will indicate the special circumstances requiring the extension of time and the date by which the Administrator expects to render its decision on the claim.

Appeal Procedure: If the claimant's claim is denied, the claimant (or his or her authorized representative) may apply in writing to the Plan Administrator for a review of the decision denying the claim. Review must be requested within 60 days following the date the claimant received the written notice of their claim denial or else the claimant loses the right to review. The claimant (or representative) then has the right to review and obtain copies of all documents and other information relevant to the claim, upon request and at no charge, and to submit issues and comments in writing. The Plan Administrator will provide written notice of the decision on review within 60 days after it receives a review request. If additional time (up to 60 days) is needed to review the request, the claimant (or representative) will be given written notice of the reason for the delay. This notice of extension will indicate the special circumstances requiring the extension of time and the date by which the Plan Administrator expects to render its decision. If the claim is denied (in full or in part), the claimant will be provided a written notice explaining the specific reasons for the denial and referring to the provisions of the Policy on which the denial is based. The notice will also include a statement that the claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents and other information relevant to the claim and a statement regarding the claimant's right to bring an action under Section 502(a) of ERISA.

Successors: Any successor to the Company of all or substantially all of the Company's business and/or assets (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or other transaction) will assume the obligations under the Policy and agree expressly to perform the obligations under the Policy in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under the Policy, the term "Company" will include any successor to the Company's business and/or assets which becomes bound by the terms of the Policy by operation of law, or otherwise.

Applicable Law: The provisions of the Policy will be construed, administered, and enforced in accordance with ERISA and, to the extent applicable, the internal substantive laws of the state of Delaware (but not its conflict of laws provisions).

Definitions: Unless otherwise defined in an Eligible Employee's Participation Agreement, the following terms will have the following meanings for purposes of this Policy and the Eligible Employee's Participation Agreement:

> "**Base Salary**" means the Eligible Employee's annual base salary as in effect immediately prior to his or her Qualified Termination (or if such Qualified Termination is due to a resignation for Good Reason based on a material reduction in base salary, then the Eligible Employee's annual base salary in effect immediately prior to such reduction) or, if such Qualified Termination is a COC Qualified Termination and such amount is greater, at the level in effect immediately prior to the Change in Control.
>
> "**Board**" means the Board of Directors of the Company.
>
> "**Cause**" means (i) acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of the Eligible Employee with respect to the Eligible Employee's obligations or otherwise relating to the business of the Company; (ii) the Eligible Employee's material breach of this Agreement or the Covenants Agreement; (iii) the Eligible Employee's conviction or entry of a plea of nolo contendere for fraud, misappropriation or embezzlement, any felony, or any crime of moral turpitude; or (iv) the Eligible Employee's willful neglect of duties as determined in the sole and exclusive discretion of the Company (or in the case of the Company's Chief Executive Officer, in the sole and exclusive discretion of the Board).

"**Change in Control**" has the same defined meaning as set forth in the Company's 2017 Equity Incentive Plan, as amended from time to time.

"**Change in Control Period**" will mean the period beginning upon a Change in Control and ending 12 months following a Change in Control.

"**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Disability**" means the total and permanent disability as defined in Section 22(e)(3) of the Code unless the Company maintains a long-term disability plan at the time of the Eligible Employee's termination, in which case, the determination of disability under such plan also will be considered "Disability" for purposes of this Policy.

"**Effective Date**" means the date this Policy was approved by the Compensation Committee.

"**Good Reason**" means the Eligible Employee's termination of his or her employment in accordance with the next sentence after the occurrence of one or more of the following events without the Eligible Employee's express written consent: (i) a material diminution in the Eligible Employee's base salary or in the Eligible Employee's target bonus opportunity under the incentive plan as in effect for the year in which the termination occurs; (ii) a material diminution in the Eligible Employee's title, authority, duties or responsibilities; (iii) a material failure to comply with payment of Eligible Employee's compensation; (iv) relocation of the Eligible Employee's primary office more than 50 miles from the Eligible Employee's current office; or (v) any other action or inaction that constitutes a material breach by the Company of the Policy or the Covenants Agreement. For purposes of this Policy, Good Reason shall only exist if the Eligible Employee provides a notice of termination for Good Reason to the Company within ninety (90) days after the initial existence of such grounds and the Company has had sixty (60) days from the date on which such notice is provided to cure such circumstances. If the Eligible Employee does not terminate his or her employment for Good Reason within sixty (60) days following the end of such sixty (60) day period within which the Company was entitled to remedy the course of conduct constituting Good Reason but failed to do so, then the Eligible Employee shall be deemed to have waived his or her right to terminate for Good Reason with respect to such grounds.

"**Qualified Termination**" means a termination of the Eligible Employee's employment (i) either (A) by the Company other than for Cause, death, or Disability or (B) by the Eligible Employee for Good Reason, in either case, during the Change in Control Period (a "**COC Qualified Termination**") or (ii) outside of the Change in Control Period by the Company other than for Cause, death, or Disability (a "**Non-COC Qualified Termination**").

Additional Information:

Plan Name:	InterDigital, Inc. Executive Severance and Change in Control Policy
Plan Sponsor:	InterDigital, Inc. 200 Bellevue Parkway, Suite 300, Wilmington, DE 19809-3727
Identification Numbers:	505
Plan Year:	Company's Fiscal Year
Plan Administrator:	InterDigital, Inc. Attention: Plan Administrator of the InterDigital, Inc. Executive Severance and Change in Control Policy 200 Bellevue Parkway, Suite 300, Wilmington, DE 19809-3727
Agent for Service of Legal Process:	InterDigital, Inc. Attention: General Counsel 200 Bellevue Parkway, Suite 300, Wilmington, DE 19809-3727 Service of process may also be made upon the Plan Administrator.
Type of Plan:	Severance Plan/Employee Welfare Benefit Plan
Plan Costs:	The cost of the Policy is paid by the Company.

Statement of ERISA Rights:

Eligible Employees have certain rights and protections under ERISA:

They may examine (without charge) all Policy documents, including any amendments and copies of all documents filed with the U.S. Department of Labor, such as the Policy's annual report (Internal Revenue Service Form 5500). These documents are available for review in the Company's Human Resources Department.

They may obtain copies of all Policy documents and other Policy information upon written request to the Plan Administrator. A reasonable charge may be made for such copies.

In addition to creating rights for Eligible Employees, ERISA imposes duties upon the people who are responsible for the operation of the Policy. The people who operate the Policy (called "fiduciaries") have a duty to do so prudently and in the interests of Eligible Employees. No one, including the Company or any other person, may fire or otherwise discriminate against an Eligible Employee in any way to prevent them from obtaining a benefit under the Policy or exercising rights under ERISA. If an Eligible Employee's claim for a severance benefit is denied, in whole or in part, they must receive a written explanation of the reason for the denial. An Eligible Employee has the right to have the denial of their claim reviewed. (The claim review procedure is explained above.)

Under ERISA, there are steps Eligible Employees can take to enforce the above rights. For instance, if an Eligible Employee requests materials and does not receive them within 30 days, they may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and to pay the Eligible Employee up to $147 a day until they receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If an Eligible Employee has a claim which is denied or ignored, in whole or in part, he or she may file suit in a state or federal court. If it should happen that an Eligible Employee is discriminated against for asserting their rights, he or she may seek assistance from the U.S. Department of Labor, or may file suit in a federal court.

In any case, the court will decide who will pay court costs and legal fees. If the Eligible Employee is successful, the court may order the person sued to pay these costs and fees. If the Eligible Employee loses, the court may order the Eligible Employee to pay these costs and fees, for example, if it finds that the claim is frivolous.

If an Eligible Employee has any questions regarding the Policy, please contact the Plan Administrator. If an Eligible Employee has any questions about this statement or about their rights under ERISA, they may contact the nearest area office of the Employee Benefits Security Administration (formerly the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in the telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W. Washington, D.C. 20210. An Eligible Employee may also obtain certain publications about their rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

July 2024

TIER 1

EXHIBIT A

InterDigital, Inc. Severance and Change in Control Policy

Participation Agreement

This Participation Agreement ("**Agreement**") is made and entered into by and between [NAME] on the one hand, and InterDigital, Inc. (the "**Company**") on the other.

You have been designated as eligible to participate in the Policy, a copy of which is attached hereto, under which you are eligible to receive the following severance payments and benefits upon a Qualified Termination, subject to the terms and conditions of the Policy.

Definitions:

"Qualified Termination" means either a Non-COC Qualified Termination or COC Qualified Termination, as defined below.

"Non-COC Qualified Termination" means termination of employment by the Company other than for Cause, death or Disability or by the Eligible Employee for Good Reason.

"COC Qualified Termination" means termination of employment by the Company other than for Cause, death or Disability or by the Eligible Employee for Good Reason during the Change of Control Period.

"Change of Control Period" means the period beginning upon a Change in Control and ending 24 months following a Change in Control.

"Cause" means (i) acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Eligible Employee with respect to Eligible Employee's obligations to the Company, in each case which results in material harm to the business or reputation of the Company; (ii) Executive's willful and material breach of his Nondisclosure and Assignment of Ideas Agreement ("NDAIA"); or (iii) Executive's conviction or entry of a plea of nolo contendere for fraud, misappropriation or embezzlement, any felony, or any crime of moral turpitude; or (iv) the Executive's willful neglect of duties as determined in the sole and exclusive discretion of the Board of Directors.

"Good Reason" means Eligible Employee's termination of his employment in accordance with the next sentence after the occurrence of one or more of the following events without Eligible Employee's express written consent: (i) a material diminution in Eligible Employee's base salary or target bonus opportunity under the incentive plan as in effect for the year in which the termination occurs; (ii) a material diminution in Eligible Employee's title, authority, duties or responsibilities; (iii) a material failure to comply with payment of Eligible Employee's compensation; (iv) relocation of Eligible Employee's primary office more than 50 miles from Eligible Employee's then-current office; or (v) any other action or inaction that constitutes a material breach by the Company of the Executive Severance Policy or NDAIA Good Reason shall only exist if Eligible Employee provides a notice of termination for Good Reason to the Company within ninety (90) days after the initial existence of such grounds and the Company has had thirty (30) days from the date on which such notice is provided to cure such circumstances. If the Eligible Employee does not terminate his employment for Good Reason within ninety (90) days following the end of such thirty (30) day period within which the Company was entitled to remedy the course of conduct constituting Good Reason but failed to do so, then Eligible Employee shall be deemed to have waived his right to terminate for Good Reason with respect to such grounds.

Non-COC Qualified Termination

If your Qualified Termination is a Non-COC Qualified Termination, you will be entitled to the following benefits, subject to your compliance with the Policy:

- **Equity Vesting:** As provided in the applicable Plan and the Equity Award Agreements.
- **Salary Severance:** Your percentage of Base Salary will be 200%, payable in equal installments over 24 months in accordance with the Company's regular payroll procedures.
- **Bonus Severance:** None.
- **COBRA Payment:** 18 months.
- **Outplacement Services**: Yes.

COC Qualified Termination

If your Qualified Termination is a COC Qualified Termination, you will be entitled to the following benefits, subject to your compliance with the Policy:

- **Equity Vesting:** As provided in the applicable Plan and the Equity Award Agreements.
- **Salary Severance:** Your percentage of Base Salary will be 200%, payable in lump-sum.
- **Bonus Severance:** 200% of your target bonus under Company's short-term incentive plan, payable in lump-sum.
- **COBRA Payment:** 24 months.
- **Outplacement Services**: No.

Other Provisions

You agree that the Policy and the Agreement constitute the entire agreement of the parties hereto and supersede in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties, and will specifically supersede any severance and/or change in control provisions of any offer letter, employment agreement, or equity award agreement entered into between you and the Company, except that equity vesting or acceleration rights provided for under your Equity Award Agreements shall continue to govern.

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

By its signature below, each of the parties signifies its acceptance of the terms of this Agreement, in the case of the Company by its duly authorized officer effective as of the last date set forth below.

INTERDIGITAL, INC.

By:_____
Date:_____

ELIGIBLE EMPLOYEE

Signature:_____
Date:_____

[Signature Page of the Participation Agreement]

TIER 2

EXHIBIT A

InterDigital, Inc. Severance and Change in Control Policy

Participation Agreement

This Participation Agreement ("**Agreement**") is made and entered into by and between [NAME] on the one hand, and InterDigital, Inc. (the "**Company**") on the other.

You have been designated as eligible to participate in the Policy, a copy of which is attached hereto, under which you are eligible to receive the following severance payments and benefits upon a Qualified Termination, subject to the terms and conditions of the Policy.

Non-COC Qualified Termination

If your Qualified Termination is a Non-COC Qualified Termination, you will be entitled to the following benefits, subject to your compliance with the Policy:

- **Equity Vesting:** As provided in the applicable Plan and the Equity Award Agreements.
- **Salary Severance:** Your percentage of Base Salary will be 150%, payable in equal installments over 18 months in accordance with the Company's regular payroll procedures.
- **Bonus Severance:** None.
- **COBRA Payment:** 12 months.
- **Outplacement Services**: Yes.

COC Qualified Termination

If your Qualified Termination is a COC Qualified Termination, you will be entitled to the following benefits, subject to your compliance with the Policy:

- **Equity Vesting:** As provided in the applicable Plan and the Equity Award Agreements.
- **Salary Severance:** Your percentage of Base Salary will be 200%, payable in lump-sum.
- **Bonus Severance:** 100% of your target bonus under Company's short-term incentive plan, payable in lump-sum.
- **COBRA Payment:** 24 months.
- **Outplacement Services**: No.

Other Provisions

You agree that the Policy and the Agreement constitute the entire agreement of the parties hereto and supersede in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties, and will specifically supersede any severance and/or change in control provisions of any offer letter, employment agreement, or equity award agreement entered into between you and the Company, except that equity vesting or acceleration rights provided for under your Equity Award Agreements shall continue to govern.

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

By its signature below, each of the parties signifies its acceptance of the terms of this Agreement, in the case of the Company by its duly authorized officer effective as of the last date set forth below.

INTERDIGITAL, INC.

By:_____
Date:_____

ELIGIBLE EMPLOYEE

Signature:_____
Date:_____

[Signature Page of the Participation Agreement]

EXHIBIT 10.2

INTERDIGITAL, INC.

TERM SHEET FOR RESTRICTED STOCK UNITS

(XXXX LTCP Performance-based)

InterDigital, Inc. (the "Company"), hereby grants to the Participant named below the number of Restricted Stock Units specified below (the "Award"), upon the terms and subject to the conditions set forth in this Term Sheet for Restricted Stock Units (the "Term Sheet"), the Standard Terms and Conditions of Restricted Stock Units (the "Standard Terms and Conditions") and the equity plan specified below (the "Plan"). Capitalized terms not defined herein have the meanings set forth in the Plan or the Standard Terms and Conditions or Exhibit A attached hereto.

Plan: The Company's 2017 Equity Incentive Plan, as amended

Name of Participant: _____

Grant Number: _____

Grant Date: _____

Number of Restricted Stock Units: _____

Vesting Schedule: The Award vests upon "Vesting Date" as follows:

On DATE, if at all, subject to Participant continuing to be a Service Provider through such date and the achievement, as approved by the Human Capital Committee of the Board, of the performance goal(s), as set forth in Exhibit A, and parameters set forth in the Standard Terms and Conditions (the date on which all or a portion of the Award vests, the "Vesting Date"); provided that the Award may vest earlier pursuant to the terms of this Term Sheet and the Standard Terms and Conditions.

Pro-rated Vesting: If Participant's employment is terminated by the Company or any Parent, Subsidiary, or Affiliate of the Company (as applicable, the "Employer") without Cause or by reason of Participant's death or Disability, in each case during the last year of a Performance Period, the Award will be eligible to vest as to a prorated portion subject to Participant's execution of a release of claims in favor of the Company within 60 days following termination of employment, except that no release is required for a termination of Participant's employment due to death or Disability. Such pro-rata portion will be determined by multiplying the number of Restricted Stock Units that would have otherwise become vested according to the performance goals and parameters set forth in Exhibit A (based on actual performance over the Performance Period), if any, by the fraction equal to the number of days during the period beginning on the Grant Date and ending on the Vesting Date (the "Restricted Period") for which Participant was employed by the Employer divided by the total number of days during the Restricted Period.

Change in Control; Accelerated Vesting:

Upon a Change in Control, the Award (to the extent then outstanding) will be deemed earned based on the greater of target or actual performance, measured as of the day immediately prior to the Change in Control; such deemed earned Award shall remain subject to service-based vesting as described under "Vesting Schedule" above (without regard to any further performance-based conditions on Exhibit A or otherwise). For the avoidance of doubt, any reference in Section 16(c) of the Plan to vesting criteria being deemed achieved at one hundred percent (100%) of target levels shall instead refer to being deemed achieved based on the greater of target or actual performance, measured as of the day immediately prior to the Change in Control. Without limiting the generality of the foregoing, if Participant's employment is terminated within 1 year following a Change in Control, either by the Employer other than for Cause, death, or Disability or by Participant for Good Reason, 100% of the then-unvested portion of the Award will vest upon termination, subject to Participant's execution of a release of claims in favor of the Company within 60 days following termination of employment.

By accepting this Term Sheet, Participant acknowledges that he or she has received and read, and agrees that this Award will be subject to, the terms of this Term Sheet, the Plan, the Standard Terms and Conditions and Exhibit A attached hereto.

INTERDIGITAL, INC. STANDARD TERMS AND CONDITIONS OF RESTRICTED STOCK UNITS

Pursuant to the terms of its 2017 Equity Incentive Plan (the "Plan"), InterDigital, Inc., a Pennsylvania corporation (the "Company"), has granted the individual ("Participant") named in the Term Sheet for Restricted Stock Units (the "Term Sheet") an award (the "Award") of Restricted Stock Units representing the right to receive shares of Common Stock ("Shares") as set forth in the Term Sheet on the terms and conditions as set forth in these Standard Terms and Conditions of Restricted Stock Units, including the Terms and Conditions for Non-U.S. Participants attached hereto as Appendix A and any additional terms and conditions for Participant's country set forth in the Addendum for Non-U.S. Participants (the "Addendum") attached hereto as Appendix B, as applicable, (altogether, the "Award Agreement"), the Term Sheet and the Plan (which are incorporated herein by reference).

1. Grant of Restricted Stock Units. The Company has granted to Participant an Award of Restricted Stock Units, subject to all of the terms and conditions herein and in the Term Sheet and the Plan, which are incorporated herein by reference. Subject to Section 22(c) of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of the Term Sheet and these Standard Terms and Conditions of Restricted Stock Units, the terms and conditions of the Plan will prevail. Capitalized terms not defined herein have the meanings set forth in the Plan or the Term Sheet.

2. Company's Obligation to Pay. Each Restricted Stock Unit represents the right to receive a Share on the date it vests. Unless and until the Restricted Stock Units will have vested in the manner set forth in the Term Sheet or Section 3, Participant will have no right to payment of any such Restricted Stock Units. Prior to actual payment of any vested Restricted Stock Units, such Restricted Stock Unit will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

3. Payment after Vesting.

a. General Rule. Subject to Section 7, any Restricted Stock Units that vest will be paid to Participant (or in the event of Participant's death, to his or her properly designated beneficiary or estate) in whole Shares. Subject to the provisions of Section 3(b), such vested Restricted Stock Units will be paid in whole Shares as soon as practicable following (i) both scoring by the Administrator of the performance goals and parameters set forth in Exhibit A to the Term Sheet and passage of the Vesting Date or (ii) if applicable, the date of the termination of employment, but in each such case no later than March 15 of the year following the date the Restricted Stock Units vest. In no event will Participant be permitted, directly or indirectly, to specify the taxable year of payment of any Restricted Stock Units payable under this Award Agreement.

b. Acceleration.

i. Discretionary Acceleration. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Restricted Stock Units at any time, subject to the terms of the Plan. If so accelerated, such Restricted Stock Units will be considered as having vested as of the date specified by the Administrator. The payment of Shares vesting pursuant to this Section 3(b) will in all cases be paid at a time or in a manner that is exempt from, or complies with, Section 409A. The prior sentence may be superseded in a future agreement or amendment to this Award Agreement only by direct and specific reference to such sentence.

ii. Notwithstanding anything in the Plan or this Award Agreement or any other agreement (whether entered into before, on or after the Grant Date), if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock Units is accelerated in connection with Participant's termination as a Service Provider (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to Participant's death, and if (x) Participant is a "specified employee" within the meaning of Section 409A at the time of such termination as a Service Provider and (y) the payment of such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if paid to Participant on or within the 6-month period following Participant's termination as a Service Provider, then the payment of such accelerated Restricted Stock Units will not be made until the date 6 months and 1 day following the date of Participant's termination as a Service Provider, unless Participant dies following his or her termination as a Service Provider, in which case, the Restricted Stock Units will be paid in Shares to Participant's estate as soon as practicable following his or her death.

c. Section 409A. It is the intent of this Award Agreement that it and all payments and benefits hereunder be exempt from, or comply with, the requirements of Section 409A so that none of the Restricted Stock Units provided under this Award Agreement or Shares issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to be so exempt or so comply. Each payment payable under this Award Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). For purposes of this Award Agreement, "Section 409A" means Section 409A of the Code, and any final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

4. Forfeiture Upon Termination as a Service Provider. Unless otherwise provided in the Term Sheet, if Participant ceases to be a Service Provider for any or no reason, the then-unvested Restricted Stock Units awarded by this Award Agreement will thereupon be forfeited at no cost to the Company and Participant will have no further rights thereunder.

5. Tax Consequences. Participant has reviewed with his or her own tax advisors the federal, state, local, and foreign tax consequences of this investment and the transactions contemplated by this Award Agreement. With respect to such matters, Participant relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. Participant understands that Participant (and not the Company) will be responsible for Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Award Agreement.

6. Death of Participant. Any distribution or delivery to be made to Participant under this Award Agreement will, if Participant is then deceased, be made to Participant's designated beneficiary, or if no beneficiary survives Participant, the administrator or executor of Participant's estate. Any such transferee must furnish the Company with (i) written notice of his or her status as transferee, and (ii) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

7. Withholding of Taxes. Notwithstanding any contrary provision of this Award Agreement, no certificate representing the Shares will be issued to Participant, unless and until satisfactory arrangements (as determined by the Administrator) will have been made by Participant with respect to the payment of income, employment, social insurance, payroll and other taxes which the Company determines must be withheld with respect to such Shares. Prior to vesting and/or settlement of the Restricted Stock Units, Participant will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment obligations of the Company and/or the Employer. In this regard, Participant authorizes the Company and/or the Employer to withhold all applicable tax withholding obligations legally payable by Participant from his or her wages or other cash compensation paid to Participant by the Company and/or the Employer or from proceeds of the sale of Shares. Alternatively, or in addition, if permissible under applicable local law, the Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit or require Participant to satisfy such tax withholding obligation, in whole or in part (without limitation) by (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable Shares having a Fair Market Value equal to the minimum amount required to be withheld, (iii) delivering to the Company already vested and owned Shares having a Fair Market Value equal to the amount required to be withheld, or (iv) selling a sufficient number of such Shares otherwise deliverable to Participant through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. To the extent determined appropriate by the Company in its discretion, it will have the right (but not the obligation) to satisfy any tax withholding obligations by reducing the number of Shares otherwise deliverable to Participant and, until determined otherwise by the Company, this will be the method by which such tax withholding obligations are satisfied. If Participant fails to make satisfactory arrangements for the payment of any required tax withholding obligations hereunder at the time any applicable Restricted Stock Units otherwise are scheduled to vest pursuant to Section 3 or tax withholding obligations related to Restricted Stock Units otherwise are due, Participant will permanently forfeit such Restricted Stock Units and any right to receive Shares thereunder and the Restricted Stock Units will be returned to the Company at no cost to the Company.

8. Dividend Equivalents. During the period beginning on the Grant Date as indicated in the Term Sheet and ending on the date that the Restricted Stock Units are settled or terminate, whichever occurs first, Participant will accrue Dividend Equivalents based on any dividend that would have been paid on the Restricted Stock Units had the Restricted Stock Units been issued and outstanding Shares on the record date for the dividend. The number of Restricted Stock Units credited to Participant's account will include fractional Restricted Stock Units calculated to at least three decimal places, unless otherwise determined by the Administrator. Such accrued Dividend Equivalents will vest and become payable upon the same terms and at the same time as the Restricted Stock Units to which they relate, including any delay in payment to which the related Restricted Stock Units may be subject pursuant to Section 3. Payments of Dividend Equivalents will be net of federal, state, and local withholding taxes.

9. Rights as Shareholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a shareholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). After such issuance, recordation, and delivery, Participant will have all the rights of a shareholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

10. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE SERVICE RECIPIENT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS RESTRICTED STOCK UNIT AWARD OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE SERVICE RECIPIENT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

11. Grant is Not Transferable. Except to the limited extent provided in Section 6, this grant and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this grant, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately will become null and void.

12. Address for Notices. Any notice to be given to the Office of the General Counsel at the Company at InterDigital, Inc., 200 Bellevue Parkway, Suite 300, Wilmington, DE 19809, USA, or at such other address as the Company may hereafter designate in writing.

13. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to this Award of Restricted Stock Units by electronic means, and Participant hereby consents to receive such documents by electronic delivery.

14. No Waiver. Either party's failure to enforce any provision or provisions of this Award Agreement will not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each and every other provision of this Award Agreement. The rights granted both parties herein are cumulative and will not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

15. Successors and Assigns. The Company may assign any of its rights under this Award Agreement to single or multiple assignees, and this Award Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Award Agreement will be binding upon Participant and his or her heirs, executors, administrators, successors and assigns. The rights and obligations of Participant under this Award Agreement may only be assigned with the prior written consent of the Company.

16. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any state, federal or foreign law, the tax code and related regulations or under the rulings or regulations of the United States Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the United States Securities and Exchange Commission or any other governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate) hereunder, such issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to the Company. Subject to the terms of the Award Agreement and the Plan, the Company will not be required to issue any certificate or certificates for Shares hereunder prior to the lapse of such reasonable period of time following the date of vesting of the Restricted Stock Units as the Administrator may establish from time to time for reasons of administrative convenience.

17. Interpretation. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. Neither the Administrator nor any person acting on behalf of the Administrator will be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Award Agreement.

18. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

19. Amendment, Suspension or Termination of the Plan. By accepting this Award, Participant expressly warrants that he or she has received an Award of Restricted Stock Units under the Plan, and has received, read, and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

20. Modifications to the Agreement. This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection to this Award of Restricted Stock Units.

21. Governing Law; Venue; Severability. This Award Agreement and the Restricted Stock Units are governed by the internal substantive laws, but not the choice of law rules, of the Commonwealth of Pennsylvania (USA). For purposes of litigating any dispute that arises under these Restricted Stock Units or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the Commonwealth of Pennsylvania (USA), and agree that such litigation will be conducted in the courts of Montgomery County, Pennsylvania (USA), or the federal courts for the United States for the Eastern District of Pennsylvania (USA), and no other courts. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Award Agreement will continue in full force and effect.

22. Entire Agreement. The Plan is incorporated herein by reference. The Plan and this Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to Participant's interest except by means of a writing signed by the Company and Participant.

23. Non-U.S. Participants. Notwithstanding any provisions in this Award Agreement, if Participant is a resident or citizen of, or is working in, a country outside the United States at any time during the life of the Award, Participant's participation in the Plan shall be subject to the Terms and Conditions for Non-U.S. Participants attached hereto as Appendix A and any additional terms and conditions for Participant's country set forth in the Addendum attached hereto as Appendix B. Moreover, if Participant transfers residence and/or employment to, or is considered a citizen or resident for local law purposes of, one of the countries included in the Addendum, the additional terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Terms and Conditions for Non-U.S. Participants and the Addendum constitute part of this Award Agreement.

24. Definitions.

    a. "Cause" has the meaning set forth in Participant's employment agreement, other service agreement, or the Company's Executive Severance and Change in Control Policy, if such policy is applicable to Participant, (in each case, in existence on the Grant Date), or, if no such agreement or definition exists, means (i) willful and repeated failure of Participant to perform substantially his or her duties (other than any such failure resulting from incapacity due to physical or mental illness); (ii) Participant's conviction of, or plea of guilty or *nolo contendere* to, a felony which is materially and demonstrably injurious to the Company or any Parent, Subsidiary, or Affiliate of the Company; (iii) willful misconduct or gross negligence by Participant in connection with his or her service; (iv) unsatisfactory job performance; or (v) Participant's breach of any material obligation or duty owed to the Company or any Parent, Subsidiary, or Affiliate of the Company.

b. "Good Reason" has the meaning set forth in Participant's employment agreement, other service agreement, or the Company's Executive Severance and Change in Control Policy, if such policy is applicable to Participant, (in each case, in existence on the Grant Date), or, if no such agreement or definition exists, means any of the following events, occurring without Participant's prior written consent: (i) any material reduction in Participant's base salary (other than a proportionate reduction in salary which is applied to a majority of the Employer's employees); (ii) a material diminution of Participant's duties or responsibilities within the Employer; and (iii) a relocation of Participant's primary work location (or office) by a distance of more than 50 miles. Notwithstanding the foregoing, Good Reason shall only exist if Participant provides the Employer with written notice within 90 days of the initial occurrence of any of the foregoing events or conditions, and the Employer or any successor or Affiliate of the Employer fails to eliminate the conditions constituting Good Reason within 30 days after receipt of written notice of such event or condition from Participant. Participant's resignation from employment with the Employer for Good Reason must occur within 6 months following the initial occurrence of one of the foregoing events or conditions.

Appendix A

INTERDIGITAL, INC.

Terms and Conditions for Non-U.S. Participants

Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Plan and the Award Agreement.

1. Responsibility for Taxes. This provision supplements Section 7 of the Award Agreement.

   Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant ("Tax-Related Items") is and remains Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting, or settlement of the Award, the subsequent sale of Shares acquired pursuant to the Award and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to tax in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

   In connection with any relevant taxable or tax withholding event, as applicable, Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy their withholding obligations with regard to all Tax-Related Items, if any, by one or a combination of the following:

   a. withholding from Participant's wages, salary or other cash compensation payable to Participant by the Company, the Employer and/or any other Affiliate;

b. withholding from proceeds of the sale of Shares under the Plan, either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization without further consent);

c. withholding in Shares to be issued upon settlement of the Restricted Stock Units, or

d. any other method determined by the Company, to the extent permitted under the Plan and applicable laws;

provided, however, that if Participant is an officer of the Company subject to Section 16 of the Exchange Act, the obligation for any Tax-Related Items will be satisfied only by one or a combination of methods (a), (b) and (d) above.

The Company may withhold or account for Tax-Related Items by considering statutory withholding rates or other applicable withholding rates, including maximum rates applicable in Participant's jurisdiction(s). In the event of over-withholding, Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the Shares equivalent), or if not refunded, Participant may seek a refund from the applicable tax authorities. In the event of under-withholding, Participant may be required to pay additional Tax-Related Items directly to the applicable tax authorities or to the Company and/or Employer. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant will be deemed to have been issued the full number of Shares subject to the Award, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items.

Finally, Participant agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described.

2. Nature of Grant. Participant acknowledges, understands and agrees that:

a. the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

b. the grant of the Award is exceptional, discretionary, voluntary and occasional and does not create any contractual or other right to receive future grants of awards, or benefits in lieu of awards, even if awards have been granted in the past;

c. all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

d. Participant is voluntarily participating in the Plan;

e. the Award and any Shares acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;

f. the Award and any Shares acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, holiday top-up, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for or relating in any way to, past services for the Company, the Employer or any other Affiliate;

g. unless otherwise agreed in writing with the Company, the Award and any Shares acquired under the Plan, and the income from and value of same, are not granted as consideration for, or in connection with, the service Participant may provide as a director of an Affiliate or Subsidiary;

h. this Award and Participant's participation in the Plan shall not create a right to employment or other service relationship, or be interpreted as forming or amending an employment or service contract with the Company, the Employer or any other Affiliate or Subsidiary, and shall not interfere with the ability of the Company, the Employer or any other Affiliate or Subsidiary, as applicable, to terminate Participant's employment or other service relationship, if any;

i. the future value of the Shares underlying the Award is unknown, indeterminable, and cannot be predicted with certainty;

j. no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the Participant's termination as Service Provider (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any);

k. unless otherwise provided in the Plan or by the Company in its discretion, the Award and the benefits evidenced by this Award Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; and

l. neither the Company, the Employer nor any other Affiliate or Subsidiary shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to Participant pursuant to settlement of the Restricted Stock Units or the subsequent sale of any Shares acquired upon settlement.

3. Data Privacy

Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Award Agreement and any other Award grant materials by and among, as applicable, the Employer, the Company and any other Affiliate or Subsidiary for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.

Participant understands that the Company and the Employer hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any Shares of stock or directorships held in the Company, details of all awards or any other entitlement to Shares or equivalent benefits awarded, cancelled, purchased, exercised, vested, unvested, or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.

Participant understands that Data will be transferred to CompIntelligence, Inc. and Etrade, Inc. and certain of their affiliated companies (collectively, "Stock Plan Administrator"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of Data may be located in the United States or elsewhere, and that the recipients' country may have different data privacy laws and protections than Participant's country. Participant understands that Participant may request a list with the names and addresses of any potential recipients of Data by contacting Participant's local human resources representative. Participant authorizes the Company, CompIntelligence, Inc. and Etrade, Inc. and any other possible recipients which may assist the Company, (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing Participant's participation in the Plan, including any requisite transfer of such Data to a broker, escrow agent or other third party with whom any Shares acquired under the Plan may be deposited.

Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that Participant may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting Participant's local human resources representative. Further, Participant understands that Participant is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke Participant's consent, Participant's employment or service with the Employer will not be affected; the only consequence of refusing or withdrawing Participant's consent is that the Company would not be able to grant Restricted Stock Units under the Plan or other equity awards to Participant or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing Participant's consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that Participant may contact Participant's local human resources representative.

4. Insider Trading Restrictions/Market Abuse Laws. Participant acknowledges that, depending on Participant's country, or the broker's country, or where the Shares are listed, Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect Participant's ability to, directly or indirectly, accept, acquire, sell, or attempt to sell or otherwise dispose of Shares, rights to Shares (*e.g.*, Restricted Stock Units), or rights linked to the value of Shares, during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws and/or regulations in the applicable jurisdictions or Participant's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant places before possessing the inside information. Furthermore, Participant may be prohibited from (i) disclosing inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Participant is responsible for ensuring compliance with any applicable restrictions and should consult Participant's personal legal advisor on this matter.

5. Foreign Asset/Account Reporting; Exchange Controls. Participant's country may have certain foreign asset and/or account reporting requirements and/or exchange controls that may affect Participant's ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside Participant's country. Participant may be required to report such accounts, assets or transactions to the tax or other authorities in Participant's country. Participant also may be required to repatriate sale proceeds or other cash received as a result of Participant's participation in the Plan to Participant's country through a designated bank or broker and/or within a certain time after receipt. Participant acknowledges that it is Participant's responsibility to be compliant with such regulations, and Participant is advised to consult Participant's personal legal advisor for any details.

6. Language. By accepting the Award Agreement, Participant acknowledges and represents that Participant is sufficiently proficient in the English language, or has consulted with an advisor who is sufficiently proficient in English, so as to allow Participant to understand the terms of the Award Agreement and any other documents related to the Plan. If Participant has received a copy of this Award Agreement (or the Plan or any other document related hereto or thereto) translated into a language other than English, such translated copy is qualified in its entirety by reference to the English version of the Plan, and in the event of any conflict the English version will govern.

Appendix B

INTERDIGITAL, INC.

STANDARD TERMS AND CONDITIONS OF RESTRICTED STOCK UNITS

Addendum for Non-U.S. Participants

Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Plan, the Award Agreement and the Terms and Conditions for Non-U.S. Participants.

Terms and Conditions

This Addendum includes additional terms and conditions that govern the Award if Participant resides and/or works in one of the countries listed below. If Participant is a citizen or resident of a country (or is considered as such for local law purposes) other than the one in which Participant is currently residing and/or working or if Participant moves or transfers to another country after receiving the Award, the Company will, in its sole discretion, determine the extent to which the terms and conditions herein will be applicable to Participant.

Notifications

This Addendum also includes information regarding exchange controls and certain other issues of which Participant should be aware with respect to Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of September 2022. Such laws are often complex and change frequently. Participant should not rely on the information in this Addendum as the only source of information relating to the consequences of Participant's participation in the Plan because the information may be out of date at the time that the Award vests or Participant sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to Participant's particular situation and the Company is not in a position to assure Participant of a particular result. Accordingly, Participant should seek appropriate professional advice as to how the relevant laws in Participant's country may apply to Participant's situation.

If Participant is a citizen or resident of a country (or is considered as such for local law purposes) other than the one in which Participant is currently residing and/or working or if Participant moves or transfers to another country after receiving the Award, the information contained herein may not be applicable to Participant in the same manner.

European Union ("EU") / European Economic Area ("EEA") / United Kingdom ("UK")

Data Privacy Notice. If Participant resides and/or works in the EU/EEA or the UK, the following provision is applicable to Participant:

The Company, with its principal office at 200 Bellevue Parkway, Suite 300, Wilmington, DE 19809, USA, is the controller responsible for the processing of Participant's personal data by the Company and the third parties noted below.

a Data Collection, Processing and Usage. Pursuant to applicable data protection laws, Participant is hereby notified that the Company collects, processes and uses certain personal information about Participant for the legitimate purpose of implementing, administering and managing the Plan and generally administering equity awards, specifically Participant's name, email address, work location, status (active, terminated, rehired), Plan eligibility, date of birth any Restricted Stock Units, and details of all options, any other entitlement to Restricted Stock Units awarded, canceled, exercised, vested, or outstanding in Participant's favor ("Personal Data"). In granting the Restricted Stock Units under the Plan, the Company will collect, process, use, disclose and transfer (collectively, "Processing") Personal Data for purposes of implementing, administering and managing the Plan. The Company's legal basis for the Processing of Personal Data is the Company's legitimate business interests of managing the Plan, administering equity awards and complying with its contractual and statutory obligations, as well as the necessity of the Processing for the Company to perform its contractual obligations under this Award Agreement and the Plan. Participant's refusal to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect Participant's ability to participate in the Plan. As such, by enrolling in the Plan, Participant voluntarily acknowledges the Processing of Participant's Personal Data as described herein.

b Outside Service Providers. The Company and the Employer may transfer Personal Data to the broker (currently Compensation Intelligence, Inc. and Etrade, Inc. and their affiliates), independent service providers based in the United States of America, which assist the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Personal Data with another company that serves in a similar manner. The Processing of Personal Data will take place through both electronic and non-electronic means. Personal Data will only be accessible by those individuals requiring access to it for purposes of implementing, administering and operating the Plan. When receiving the Personal Data, if applicable, the broker provides appropriate safeguards in accordance with the Standard Contractual Clauses or other appropriate cross-border transfer solutions. By participating in the Plan, Participant understands that the broker will Process the Personal Data for the purposes of implementing, administering and managing Participant's participation in the Plan.

c International Personal Data Transfers. The Plan and Restricted Stock Units are administered in the United States of America, which means it will be necessary for Personal Data to be transferred to, and Processed in the United States of America. When transferring Personal Data to the United States of America, the Company provides appropriate safeguards in accordance with the Standard Contractual Clauses or other appropriate cross-border transfer solutions. Participant may request a copy of the appropriate safeguards with the broker or the Company by contacting Total_Rewards.

d Data Retention. The Company will use Personal Data only as long as is necessary to implement, administer and manage Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax, exchange control, securities, and labor laws. When the Company no longer needs Personal Data related to the Plan, the Company will remove it from its systems. If the Company keeps Personal Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be for compliance with applicable law.

e Data Subject Rights. To the extent provided by law, Participant has the right to (i) subject to certain exceptions, request access or copies of Personal Data the Company Processes, (ii) request rectification of incorrect Personal Data, (iii) request deletion of Personal Data, (iv) place restrictions on Processing of Personal Data, (v) lodge complaints with competent authorities in Participant's country, and/or (vi) request a list with the names and addresses of any potential recipients of Personal Data. To receive clarification regarding Participant's rights or to exercise Participant's rights, Participant may contact Total_Rewards@InterDigital.com. Participant also has the right to object, on grounds related to a particular situation, to the Processing of Personal Data, as well as opt-out of the Plan, in any case without cost, by contacting Total_Rewards@InterDigital.com. Participant's provision of Personal Data is a contractual requirement. Participant understands, however, that the only consequence of refusing to provide Personal Data is that the Company may not be able to administer the Restricted Stock Units, or grant other awards or administer or maintain such awards. For more information on the consequences of the refusal to provide Personal Data, Participant may contact Total_Rewards@InterDigital.com.

Belgium

Notifications

Foreign Asset/Account Reporting Information. Belgian residents are required to report any security or bank account (including brokerage accounts) they maintain outside of Belgium on their annual tax return. In a separate report, they must provide the National Bank of Belgium with certain details regarding such foreign accounts (including the account number, bank name and country in which any such account was opened). The forms to complete this report are available on the website of the National Bank of Belgium.

Stock Exchange Tax Information. A stock exchange tax applies to transactions executed by a Belgian resident through a non-Belgian financial intermediary, such as a U.S. broker. The stock exchange tax likely will not apply when the Restricted Stock Units vest, but likely will apply when shares of Common Stock are sold. Participant should consult with a personal tax or financial advisor for additional details on Participant's obligations with respect to the stock exchange tax.

Annual Securities Account Tax Information. A new "annual securities accounts tax" has been implemented, which imposes a 0.15% annual tax on the value of qualifying securities held in a Belgian or foreign securities account. The tax will not apply unless the total value of securities Participant holds in such an account exceeds an average of €1 million on four reference dates within the relevant reporting period (i.e., December 31, March 31, June 30 and September 30). Different payment obligations may apply, depending on whether the securities account is held with a Belgian or foreign financial institution. Participant should consult Participant's personal tax advisor for more information regarding Participant's annual securities accounts tax payment obligations.

Canada

Terms and Conditions

Form of Settlement. For the avoidance of doubt, the Award shall be paid in Shares only. In no event shall the Award be paid in cash, notwithstanding any discretion contained in the Plan to the contrary. This provision is without prejudice to the application of Section 7 of the Award Agreement or Section 1 of the Terms and Conditions for Non-U.S. Participants.

Termination as Service provider. This provision replaces the second paragraph of Section 4 of the Award Agreement:

For purposes of the Award, in the event Participant's termination as Service Provider (regardless of the reason for such termination and whether or not the termination is later found to be invalid, unlawful or in breach of employment laws in the jurisdiction where Participant is providing services or the terms of Participant's employment agreement, if any), Participant's right to vest in the Award will terminate as of the date that is the earlier of: (i) the date of Participant's termination as Service Provider, and (ii) the date that Participant receives notice of termination from the Employer. In either case, the date shall exclude any period during which notice, pay in lieu of notice or related payments or damages are provided or required to be provided under local law. For greater certainty, Participant will not earn or be entitled to any pro-rated vesting for that portion of time before the date on which Participant's right to vest terminates, nor will Participant be entitled to any compensation for lost vesting.

If, notwithstanding the foregoing, applicable employment standards legislation explicitly requires continued vesting during a statutory notice period, Participant's right to vest in the Restricted Stock Units, if any, will terminate effective as of the last date of the minimum statutory notice period, but Participant will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of Participant's statutory notice period, nor will Participant be entitled to any compensation for lost vesting.

The following provisions will apply if you are a resident of Quebec:

Data Privacy. This provision supplements Section 3 of the Terms and Conditions for Non-U.S. Participants:

Participant hereby authorizes the Company (including any Affiliate or Subsidiary) and the Company's representatives, including the broker(s) designated by the Company, to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved with the administration and operation of the Plan. Participant further authorizes the Company, any Affiliate, any Subsidiary, CompIntelligence, Inc. and Etrade, Inc., or such other broker(s) as designated by the Company, to disclose and discuss the Plan with their advisors. Participant further authorizes the Company and any Affiliate or Subsidiary to record such information and to keep such information in Participant's employee file. Participant acknowledges and agrees that Participant's personal information, including any sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the U.S. If applicable, Participant also acknowledges and authorizes the Company, its Affiliates, its Subsidiaries, CompIntelligence, Inc. and Etrade, Inc. to use technology for profiling purposes and to make automated decisions that may have an impact on Participant or the administration of the Plan.

French Language Documents A French translation of the Award Agreement and the Plan will be made available to the Participant as soon as reasonably practicable. The Participant understands that, from time to time, additional information related to the offering of the Plan might be provided in English and such information may not be immediately available in French. However, upon request, the Company will translate into French documents related to the offering of the Plan as soon as reasonably practicable.

Documents en Langue Française*. Une traduction française du présent Contrat d'Attribution et du Plan sera mise à la disposition du Participant dès que cela sera raisonnablement possible. Le Participant comprend que, de temps à autre, des informations supplémentaires relatives à l'offre du Plan peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Cependant, sur demande, la Société traduira en français les documents relatifs à l'offre du Plan dès que cela sera raisonnablement possible.*

Notifications

Securities Law Information. There may be securities law implications if you sell Shares acquired under the Plan through a broker other than a broker appointed under the Plan or if the sale does not take place through the facilities of a stock exchange outside of Canada on which the Shares are listed (*i.e.*, the Nasdaq Global Select Market).

Foreign Asset/Account Reporting Information. Specified foreign property, including Shares and rights to receive Shares (*e.g.*, Restricted Stock Units) of a non-Canadian company held by a Canadian resident must generally be reported annually on a Form T1135 (Foreign Income Verification Statement) if the total cost of the specified foreign property exceeds C$100,000 at any time during the year. Thus, the Restricted Stock Units must be reported (generally at a nil cost) if the C$100,000 cost threshold is exceeded because Participant holds other specified foreign property. When Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Shares. The ACB ordinarily is equal to the fair market value of the Shares at the time of acquisition, but if Participant owns other Shares, this ACB may have to be averaged with the ACB of the other Shares. Participant should consult with Participant's personal tax advisor to ensure compliance with the applicable reporting obligations.

Finland

There are no country-specific provisions.

France

Terms and Conditions

Language Consent. By accepting the Restricted Stock Units, Participant confirms having read and understood the Plan and the Award Agreement, which were provided in the English language. Participant accepts the terms of those documents accordingly.

Consentement Relatif à la Langue Utilisée. *En acceptant le droit sur des actions assujetti à des restrictions, le Participant confirme avoir lu et comprendre le Plan et le Contrat d'Attribution qui ont été transmis en langue anglaise. Le Participant accepte les dispositions de ces documents en connaissance de cause.*

Notifications

Foreign Asset/Account Reporting Information. French residents holding cash or securities (including Shares acquired under the Plan) outside of France or maintaining foreign bank, securities or brokerage accounts (including accounts opened or closed during the tax year) must declare such assets and accounts to the French tax authorities when filing an annual tax return.

Tax Information. The Restricted Stock Units are not intended to qualify for special tax or social security treatment in France.

United Kingdom

Terms and Conditions

Responsibility for Taxes. Participant agrees that Participant is liable for all Tax-Related Items and hereby covenant to pay all such Tax-Related Items, as and when requested by the Company or the Employer or by Her Majesty's Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). Participant also agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on Participant's behalf. For the purposes of the Agreement, Tax-Related Items include (without limitation) employment income tax, employee National Insurance contributions and the employee portion of the Health and Social Care levy.

Notwithstanding the foregoing, if Participant is a director or an executive officer of the Company (within the meaning of such terms for purposes of Section 13(k) of the Exchange Act), Participant acknowledges that may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by Participant, as it may be considered a loan. In this case, the amount of any income tax not collected within 90 days of the end of the U.K. tax year in which the event giving rise to the Tax-Related Item(s) occurs may constitute an additional benefit to Participant on which additional income tax and National Insurance contributions may be payable. Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying the Company or the Employer (as appropriate) for the value of any employee National Insurance contributions and employee Health and Social Care levy due on this additional benefit, which the Company or the Employer may collect from Participant by any of the means referred to in the Plan or this Award Agreement.

EXHIBIT 10.3

INTERDIGITAL, INC.

TERM SHEET FOR STOCK OPTION AWARD

(YEAR Performance-Based)

InterDigital, Inc. (the "Company"), hereby grants to the Participant named below an option (the "Option" or "Award") to purchase the number of shares of the Company's Common Stock specified below at the exercise price per Share (the "Exercise Price") specified below, upon the terms and subject to the conditions set forth in this Term Sheet for Stock Option Award (the "Term Sheet"), the Standard Terms and Conditions of Stock Option Award (the "Standard Terms and Conditions") and the equity plan specified below (the "Plan"). Capitalized terms not defined herein have the meanings set forth in the Plan or the Standard Terms and Conditions.

Plan:	The Company's 2017 Equity Incentive Plan, as amended
Name of Participant:	%%FIRST_NAME%-% %%LAST_NAME%-%
Grant Number:	%%OPTION_NUMBER%-%
Grant Date:	%%OPTION_DATE,'Month DD, YYYY'%-%
Expiration Date:	The 10th anniversary of the Grant Date
Target Shares Granted:	%%TOTAL_SHARES_GRANTED,'999,999,999'%-% ("Target Options"); The maximum number of Shares issuable under this Award is 200% of the Target Options ("Maximum Options"), as described above.
Type of Option:	%%OPTION_TYPE_LONG%-%
Exercise Price:	%%OPTION_PRICE%-%
Vesting Schedule:	The Option vests upon "Vesting Date" as follows: On DATE, if at all, subject to Participant continuing to be a Service Provider through such date and the achievement, as approved by the Human Capital Committee of the Board, of the performance goal(s), as set forth in Exhibit A, and parameters set forth in the Standard Terms and Conditions (the date on which all or a portion of the Option vests, the "Vesting Date"); provided, that the Option may vest earlier pursuant to the terms of this Term Sheet and the Standard Terms and Conditions. Notwithstanding anything herein to the contrary, in no event shall more than the Maximum Options vest and be eligible for exercise.

Pro-rated Vesting:	If Participant's employment is terminated by the Company or any Parent, Subsidiary, or Affiliate of the Company (as applicable, the "Employer") without Cause or by reason of Participant's death or Disability, in each case, during the last year of a Performance Period, the Option will remain eligible to vest as to a prorated portion, subject to Participant's execution of a release of claims in favor of the Company within 60 days following termination of employment, except that no release is required for a termination of Participant's employment due to death or Disability. Such pro-rata portion will be determined by multiplying the number of Shares subject to the Option that would otherwise have become vested according to the performance goals and parameters set forth in the Standard Terms and Conditions and Exhibit A (based on actual performance over the performance period), if any, by the fraction equal to the number of days during the Performance Period that Participant was employed by the Employer divided by the total number of days during the Performance Period. Notwithstanding the Termination Period section below, on a qualifying termination described in this section, the Option will remain exercisable for 6 months after the Vesting Date for such Performance Period. For clarity, on a qualifying termination described in this section, any Shares subject to the unvested Option will not immediately revert to the Plan on such termination. Instead such unvested Option will remain eligible to vest on the Vesting Date of such Performance Period and any vested Option will remain exercisable for 6 months after the Vesting Date.
Change in Control; Accelerated Vesting:	Upon a Change in Control, the Option (to the extent then outstanding) will be deemed earned based on the greater of target or actual performance, measured as of the day immediately prior to the Change in Control; such deemed earned Award shall remain subject to service-based vesting as described under "Vesting Schedule" above (without regard to any further performance-based conditions on Exhibit A or otherwise). For the avoidance of doubt, any reference in Section 16(c) of the Plan to vesting criteria being deemed achieved at one hundred percent (100%) of target levels shall instead refer to being deemed achieved based on the greater of target or actual performance, measured as of the day immediately prior to the Change in Control. Without limiting the generality of the foregoing, if Participant's employment is terminated within 1 year following a Change in Control, either by the Employer other than for Cause, death, or Disability or by Participant for Good Reason, 100% of the then-unvested portion of the Award will vest upon termination, subject to Participant's execution of a release of claims in favor of the Company within 60 days following termination of employment.

Termination Period:	This Option will be exercisable for 6 months after Participant ceases to be a Service Provider for any reason other than termination of Participant's Service Provider status for Cause, unless such termination is due to Participant's death or Disability, in which case this Option will be exercisable for 12 months after Participant ceases to be a Service Provider; provided, however, that if Participant dies during such 6-month post-termination exercise period, the Option may be exercised following Participant's death for 12 months after Participant's death. If Participant's Service Provider status is terminated by the Company for Cause, the entire Option, whether or not then vested and exercisable, will be immediately forfeited and canceled as of the date of such termination. Notwithstanding the foregoing sentence, in no event may this Option be exercised after the Expiration Date listed above and may be subject to earlier termination as provided in Section 16(c) of the Plan.

By accepting this Term Sheet, Participant acknowledges that he or she has received and read, and agrees that the Option will be subject to, the terms of this Term Sheet, the Plan, and the Standard Terms and Conditions.

INTERDIGITAL, INC.

STANDARD TERMS AND CONDITIONS OF STOCK OPTION AWARD

These Standard Terms and Conditions apply to a Stock Option Award granted under the InterDigital, Inc. 2017 Equity Incentive Plan (the "Plan"), which is evidenced by the Term Sheet for Stock Option Award (the "Term Sheet").

1 Grant of Option. The Company has granted to the individual (the "Participant") named in the Term Sheet an option (the "Option") to purchase the number of Shares set forth in the Term Sheet at the exercise price per Share set forth in the Term Sheet (the "Exercise Price"), subject to all of the terms and conditions herein and in the Term Sheet and the Plan, which are incorporated herein by reference. Subject to Section 22(c) of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of the Term Sheet and this Standard Terms and Conditions of Stock Option Award (together, the "Award Agreement"), the terms and conditions of the Plan will prevail. Capitalized terms not defined herein have the meanings set forth in the Plan or the Term Sheet.

If designated in the Term Sheet as an Incentive Stock Option ("ISO"), this Option is intended to qualify as an ISO under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). However, if this Option is intended to be an ISO, to the extent required under the $100,000 rule of Code Section 422(d) it will be treated as a Nonstatutory Stock Option ("NSO"). Further, if for any reason this Option (or portion thereof) will not qualify as an ISO, then, to the extent of such nonqualification, such Option (or portion thereof) will be regarded as a NSO granted under the Plan. In no event will the Administrator, the Company or any Parent or Subsidiary or any of their respective employees or directors have any liability to Participant (or any other person) due to the failure of the Option to qualify for any reason as an ISO.

2. Administrator Discretion. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Option at any time, subject to the terms of the Plan. If so accelerated, such Option will be considered as having vested as of the date specified by the Administrator.

3. Termination of Relationship as a Service Provider. Unless otherwise provided by the Administrator, on the date that Participant ceases to be a Service Provider, if Participant is not vested as to the entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. Following termination of Participant's Service Provider status, the Option may be exercised to the extent that the Option is vested on the date of termination within the applicable period of time specified in the Term Sheet, but in no event later than the Expiration Date set forth in the Term Sheet. If the Option is not so exercised within such applicable period of time or by the Expiration Date (as applicable), the Option will terminate, and the Shares covered by such Option will revert to the Plan.

    a. Death of Participant. If Participant dies while a Service Provider, the Option may be exercised by Participant's designated beneficiary in accordance with the provisions of this Section 3, provided such beneficiary has been designated prior to Participant's death in a form acceptable to the Administrator. If no such beneficiary has been designated by Participant, then the Option may be exercised by the personal representative of Participant's estate or by the person(s) to whom the Option is transferred pursuant to Participant's will or in accordance with the laws of descent and distribution.

b. Tolling Expiration.

i. If the exercise of the Option following the termination of Participant's status as a Service Provider (other than upon Participant's death or Disability) would result in liability under Section 16(b), then the Option will terminate on the earlier of (A) the Expiration Date set forth in the Term Sheet, or (B) the 10th day after the last date on which such exercise would result in liability under Section 16(b); or

ii. if the exercise of the Option following the termination of Participant's status as a Service Provider (other than upon Participant's death or Disability) would be prohibited at any time solely because the issuance of Shares would violate the registration requirements under the Securities Act, then the Option will terminate on the earlier of (A) the Expiration Date set forth in the Term Sheet or (B) the expiration of a 30-day period after the termination of Participant's status as a Service Provider during which the exercise of the Option would not be in violation of such registration requirements.

4. Exercise of Option.

a. Right to Exercise. This Option may be exercised only within the term set out in the Term Sheet, and may be exercised during such term only in accordance with the Plan and the terms of this Award Agreement.

b. Method of Exercise. This Option will be exercisable in a manner and pursuant to such procedures as the Administrator may determine, which procedure will require Participant to state that he/she is electing to exercise the Option (the "Exercise Notice"), the number of Shares in respect of which the Option is being exercised (the "Exercised Shares"), and will require Participant to make such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice will be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares together with any applicable tax withholding. This Option will be deemed to be exercised upon receipt by the Company of such Exercise Notice accompanied by the aggregate Exercise Price.

5. Method of Payment. Payment of the aggregate Exercise Price will be by any of the following, or a combination thereof, at the election of Participant:

a. cash;

b. check;

c. consideration received by the Company under its customary cashless exercise program; or

d. surrender of other Shares which have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Exercised Shares, provided that accepting such Shares, in the sole discretion of the Administrator, will not result in any adverse accounting consequences to the Company.

6. Tax Obligations.

   a. Withholding Taxes. Notwithstanding any contrary provision of this Award Agreement, no certificate representing the Shares will be issued to Participant, unless and until satisfactory arrangements (as determined by the Administrator) will have been made by Participant with respect to the payment of income, employment and other taxes which the Company determines must be withheld with respect to such Shares. To the extent determined appropriate by the Company in its discretion, it will have the right (but not the obligation) to satisfy any tax withholding obligations by reducing the number of Shares otherwise deliverable to Participant. If Participant fails to make satisfactory arrangements for the payment of any required tax withholding obligations hereunder at the time of the Option exercise, Participant acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver Shares if such withholding amounts are not delivered at the time of exercise.

   b. Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Participant herein is an ISO, and if Participant sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date 2 years after the Grant Date, or (ii) the date 1 year after the date of exercise, Participant will immediately notify the Company in writing of such disposition. Participant agrees that Participant may be subject to income tax withholding by the Company on the compensation income recognized by Participant.

   c. Code Section 409A. Under Code Section 409A, an option that vests after December 31, 2004 (or that vested on or prior to such date but which was materially modified after October 3, 2004) that was granted with a per share exercise price that is determined by the Internal Revenue Service (the "IRS") to be less than the fair market value of a share on the date of grant (a "Discount Option") may be considered "deferred compensation." A Discount Option may result in (i) income recognition by Participant prior to the exercise of the option, (ii) an additional 20% federal income tax, and (iii) potential penalty and interest charges. The Discount Option may also result in additional state income, penalty, and interest charges to Participant. Participant acknowledges that the Company cannot and has not guaranteed that the IRS will agree that the per Share Exercise Price of this Option equals or exceeds the Fair Market Value of a Share on the Grant Date in a later examination. Participant agrees that if the IRS determines that the Option was granted with a per Share Exercise Price that was less than the Fair Market Value of a Share on the Grant Date, Participant will be solely responsible for Participant's costs related to such a determination.

7. Rights as Shareholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a shareholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). After such issuance, recordation, and delivery, Participant will have all the rights of a shareholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

8. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE SERVICE RECIPIENT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE SERVICE RECIPIENT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

9. Address for Notices. Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Office of the General Counsel at the Company at InterDigital, Inc., 200 Bellevue Parkway, Suite 300, Wilmington, DE 19809, or at such other address as the Company may hereafter designate in writing.

10. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant.

11. Successors and Assigns. The Company may assign any of its rights under this Award Agreement to single or multiple assignees, and this Award Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Award Agreement will be binding upon Participant and his or her heirs, executors, administrators, successors and assigns. The rights and obligations of Participant under this Award Agreement may only be assigned with the prior written consent of the Company.

12. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any state, federal or foreign law, the tax code and related regulations or under the rulings or regulations of the United States Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the United States Securities and Exchange Commission or any other governmental regulatory authority is necessary or desirable as a condition to the purchase by, or issuance of Shares, to Participant (or his or her estate) hereunder, such purchase or issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to the Company. Subject to the terms of the Award Agreement and the Plan, the Company will not be required to issue any certificate or certificates for Shares hereunder prior to the lapse of such reasonable period of time following the date of exercise of the Option as the Administrator may establish from time to time for reasons of administrative convenience.

13. Interpretation. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Shares subject to the Option have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. Neither the Administrator nor any person acting on behalf of the Administrator will be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Award Agreement.

14. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to the Option by electronic means, and Participant hereby consents to receive such documents by electronic delivery.

15. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

16. Agreement Severable. In the event that any provision in this Award Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award Agreement.

17. Amendment, Suspension or Termination of the Plan. By accepting this Option, Participant expressly warrants that he or she has received an Option under the Plan, and has received, read, and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

18. Governing Law and Venue. This Agreement will be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Option or this Agreement, the parties hereby submit to and consent to the jurisdiction of the Commonwealth of Pennsylvania**,** and agree that such litigation will be conducted in the courts of Montgomery County, Pennsylvania, or the federal courts for the United States for the Eastern District of Pennsylvania, and no other courts.

19. Modifications to the Agreement. This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Code Section 409A or Applicable Laws or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code in connection with the Option.

20. No Waiver. Either party's failure to enforce any provision or provisions of this Award Agreement will not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each and every other provision of this Award Agreement. The rights granted both parties herein are cumulative and will not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

21. Tax Consequences. Participant has reviewed with its own tax advisors the federal, state, local, and foreign tax consequences of this investment and the transactions contemplated by this Award Agreement. With respect to such matters, Participant relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. Participant understands that Participant (and not the Company) will be responsible for Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Award Agreement.

22. Definitions.

    a. "Cause" has the meaning set forth in Participant's employment agreement, other service agreement, or the Company's Executive Severance and Change in Control Policy, if such policy is applicable to Participant, (in each case, in existence on the Grant Date), or, if no such agreement or definition exists, means (i) willful and repeated failure of Participant to perform substantially his or her duties (other than any such failure resulting from incapacity due to physical or mental illness); (ii) Participant's conviction of, or plea of guilty or *nolo contendere* to, a felony which is materially and demonstrably injurious to the Company or any Parent, Subsidiary, or Affiliate of the Company; (iii) willful misconduct or gross negligence by Participant in connection with his or her service; (iv) unsatisfactory job performance; or (v) Participant's breach of any material obligation or duty owed to the Company or any Parent, Subsidiary, or Affiliate of the Company.

    b. "Good Reason" has the meaning set forth in Participant's employment agreement, other service agreement, or the Company's Executive Severance and Change in Control Policy, (in each case, in existence on the Grant Date), or, if no such agreement or definition exists, means any of the following events, occurring without Participant's prior written consent: (i) any material reduction in Participant's base salary (other than a proportionate reduction in salary which is applied to a majority of the Employer's employees); (ii) a material diminution of Participant's duties or responsibilities within the Employer; and (iii) a relocation of Participant's primary work location (or office) by a distance of more than 50 miles. Notwithstanding the foregoing, Good Reason shall only exist if Participant provides the Employer with written notice within 90 days of the initial occurrence of any of the foregoing events or conditions, and the Employer or any successor or Affiliate of the Employer fails to eliminate the conditions constituting Good Reason within 30 days after receipt of written notice of such event or condition from Participant. Participant's resignation from employment with the Employer for Good Reason must occur within 6 months following the initial occurrence of one of the foregoing events or conditions.

EXHIBIT 31.1

CERTIFICATIONS

I, Liren Chen, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of InterDigital, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 1, 2024

/s/ Liren Chen

Liren Chen

President and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATIONS

I, Richard J. Brezski, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of InterDigital, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 1, 2024

/s/ Richard J. Brezski

Richard J. Brezski
Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the accompanying Quarterly Report on Form 10-Q of InterDigital, Inc. (the "Company") for the quarter ended June 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Liren Chen, President and Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 1, 2024

/s/ Liren Chen

Liren Chen
President and Chief Executive Officer

EXHIBIT 32.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the accompanying Quarterly Report on Form 10-Q of InterDigital, Inc. (the "Company") for the quarter ended June 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Richard J. Brezski, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 1, 2024

/s/ Richard J. Brezski

Richard J. Brezski
Chief Financial Officer