

**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, 2025

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
(State or Other Jurisdiction of
Incorporation or Organization)

82-4936666
(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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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	25,802,360
Title of Class	Outstanding at July 29, 2025

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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, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 517,894	\$ 527,360
Short-term investments	419,091	430,848
Accounts receivable	388,707	188,302
Prepaid and other current assets	60,717	84,312
Total current assets	1,386,409	1,230,822
Property and equipment, net	26,376	18,544
Patents, net	317,963	308,630
Deferred tax assets	96,468	128,133
Other non-current assets, net	157,493	149,400
Total assets	\$ 1,984,709	\$ 1,835,529
Liabilities and Shareholders' equity		
Current liabilities:		
Current portion of long-term debt	\$ 455,750	\$ 456,329
Accounts payable	8,046	12,206
Accrued compensation and related expenses	28,766	42,575
Deferred revenue	178,291	178,009
Dividends payable	15,507	11,557
Other accrued expenses	22,498	25,134
Total current liabilities	708,858	725,810
Long-term debt	16,566	15,443
Long-term deferred revenue	113,631	182,119
Other long-term liabilities	58,870	54,942
Total liabilities	897,925	978,314
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, 70,911 and 70,577 shares issued and 25,869 and 25,682 shares outstanding	709	705
Additional paid-in capital	805,073	808,540
Retained earnings	2,039,921	1,775,823
Accumulated other comprehensive loss	(107)	(458)
Treasury stock, 45,042 and 44,895 shares of common stock held at cost	(1,758,812)	(1,727,395)
Total shareholders' equity	1,086,784	857,215
Total liabilities and shareholders' equity	\$ 1,984,709	\$ 1,835,529

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,	
	2025	2024	2025	2024
Revenue	\$ 300,596	\$ 223,493	\$ 511,103	\$ 487,035
Operating expenses:				
Research and portfolio development	53,674	50,145	101,104	99,520
Licensing	23,909	25,156	41,586	121,745
General and administrative	17,586	14,286	31,154	28,126
Total operating expenses	95,169	89,587	173,844	249,391
Income from operations	205,427	133,906	337,259	237,644
Interest expense	(9,537)	(11,483)	(19,408)	(23,405)
Other income, net	15,144	11,682	25,402	20,929
Income before income taxes	211,034	134,105	343,253	235,168
Income tax provision	(30,466)	(24,441)	(47,083)	(43,852)
Net income	\$ 180,568	\$ 109,664	\$ 296,170	\$ 191,316
Net income per common share — Basic	\$ 6.97	\$ 4.35	\$ 11.47	\$ 7.54
Weighted average number of common shares outstanding — Basic	25,917	25,207	25,829	25,359
Net income per common share — Diluted	\$ 5.35	\$ 3.93	\$ 8.81	\$ 6.80
Weighted average number of common shares outstanding — Diluted	33,725	27,910	33,615	28,125
Cash dividends declared per common share	\$ 0.60	\$ 0.40	\$ 1.20	\$ 0.80

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,	
	2025	2024	2025	2024
Net income	\$ 180,568	\$ 109,664	\$ 296,170	\$ 191,316
Unrealized gain (loss) on investments, net of tax	95	(90)	351	(585)
Comprehensive income	<u>\$ 180,663</u>	<u>\$ 109,574</u>	<u>\$ 296,521</u>	<u>\$ 190,731</u>

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		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	—	—	—	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	—	—	—	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

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock		Total Shareholders' Equity
	Shares	Amount				Shares	Amount	
Balance, December 31, 2024	70,577	\$ 705	\$ 808,540	\$ 1,775,823	\$ (458)	44,895	\$ (1,727,395)	\$ 857,215
Net income	—	—	—	115,602	—	—	—	115,602
Net change in unrealized gain on short-term investments	—	—	—	—	256	—	—	256
Dividends declared (\$0.60 per share)	—	—	450	(16,027)	—	—	—	(15,577)
Exercise of common stock options	100	1	7,314	—	—	—	—	7,315
Issuance of common stock, net	218	2	(32,178)	—	—	—	—	(32,176)
Share-based compensation	—	—	9,498	—	—	—	—	9,498
Repurchase of common stock	—	—	—	—	—	24	(5,249)	(5,249)
Balance, March 31, 2025	70,895	\$ 708	\$ 793,624	\$ 1,875,398	\$ (202)	44,919	\$ (1,732,644)	\$ 936,884
Net income	—	—	—	180,568	—	—	—	180,568
Net change in unrealized gain on short-term investments	—	—	—	—	95	—	—	95
Dividends declared (\$0.60 per share)	—	—	538	(16,045)	—	—	—	(15,507)
Exercise of common stock options	1	—	15	—	—	—	—	15
Issuance of common stock, net	15	1	(940)	—	—	—	—	(939)
Share-based compensation	—	—	11,836	—	—	—	—	11,836
Repurchase of common stock	—	—	—	—	—	123	(26,168)	(26,168)
Balance, June 30, 2025	70,911	\$ 709	\$ 805,073	\$ 2,039,921	\$ (107)	45,042	\$ (1,758,812)	\$ 1,086,784

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,	
	2025	2024
Cash flows from operating activities:		
Net income	\$ 296,170	\$ 191,316
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	37,678	34,616
Non-cash interest income, net	(2,426)	(6,429)
Non-cash change in investments	584	(150)
Change in deferred revenue	(71,206)	(54,408)
Deferred income taxes	31,572	29,495
Share-based compensation	21,334	19,041
Increase in assets:		
Receivables	(200,405)	(106,348)
Deferred charges and other assets	(14,044)	(41,151)
Increase (Decrease) in liabilities:		
Accounts payable	801	(611)
Customer deposit	—	(63,100)
Accrued compensation and other expenses	(14,929)	(408)
Net cash provided by operating activities	<u>85,129</u>	<u>1,863</u>
Cash flows from investing activities:		
Purchases of short-term investments	(236,016)	(297,086)
Sales of short-term investments	254,003	415,988
Purchases of property and equipment	(15,082)	(1,003)
Capitalized patent costs	(25,125)	(21,595)
Long-term investments	—	1,194
Net cash (used in) provided by investing activities	<u>(22,220)</u>	<u>97,498</u>
Cash flows from financing activities:		
Payments on long-term debt	(1,284)	(139,069)
Repurchase of common stock	(31,417)	(63,670)
Net proceeds from exercise of stock options	7,331	—
Taxes withheld upon restricted stock unit vestings	(33,116)	(10,215)
Dividends paid	(27,134)	(20,373)
Net cash used in financing activities	<u>(85,620)</u>	<u>(233,327)</u>
Net decrease in cash, cash equivalents and restricted cash	(22,711)	(133,966)
Cash, cash equivalents and restricted cash, beginning of period	551,547	442,961
Cash, cash equivalents and restricted cash, end of period	<u>\$ 528,836</u>	<u>\$ 308,995</u>

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, 2025
(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, 2025, the results of our operations for the three and six months ended June 30, 2025 and 2024 and our cash flows for the six months ended June 30, 2025 and 2024. 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, 2024 (our “2024 Form 10-K”) as filed with the Securities and Exchange Commission (“SEC”) on February 6, 2025. Definitions of capitalized terms not defined herein appear within our 2024 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 revenue 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 2024 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, 2025 and 2024 (in thousands):

Supplemental cash flow information:	Six Months Ended June 30,	
	2025	2024
Interest paid	\$ 8,050	\$ 9,311
Income taxes paid, including foreign withholding taxes	21,764	16,920
Non-cash investing and financing activities:		
Dividend payable	15,507	10,052
Right-of-use assets obtained in exchange of operating lease liabilities	880	2,189
Non-cash acquisition of patents	19,319	—
Accrued capitalized patent costs and property and equipment purchases	4,961	(856)
Unsettled repurchase of common stock	468	—

New Accounting Guidance

Accounting Standards Update: Improvements to Income Tax Disclosures

In December 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Updates ("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 adopted this guidance as of January 1, 2025, and we will include the necessary disclosures in our annual Form 10-K. The disclosures are required on an annual basis so there was no impact to this Form 10-Q.

Accounting Standards Update: Disaggregation of Income Statement Expenses

In November 2024, the FASB issued ASU No. 2024-03, "Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses". The amendments in the ASU require disclosures about specific types of expenses included in the expense captions presented on the Consolidated Statements of Income, as well as disclosures about selling expenses. ASU 2024-03 is effective for fiscal years beginning after December 15, 2026, with early adoption allowed. We are currently evaluating the impact of adoption on our financial disclosures.

Accounting Standards Update: Induced Conversions of Convertible Debt Instruments

In November 2024, the FASB issued ASU No. 2024-04, "Debt—Debt with Conversion and Other Options (Subtopic 470-20): Induced Conversions of Convertible Debt Instruments". The amendments in the ASU require disclosures for determining whether certain settlements of convertible debt instruments should be accounted for as an induced conversion. ASU 2024-04 is effective for fiscal years beginning after December 15, 2025, with early adoption allowed. We are currently evaluating the impact of adoption on our consolidated financial statements.

2. REVENUE

Disaggregated Revenue

The following table presents the disaggregation of our revenue for the three and six months ended June 30, 2025 and 2024 (in thousands):

	Three Months Ended June 30,		Increase/(Decrease)	
	2025	2024		
Smartphone	\$ 235,084	\$ 199,225	\$ 35,859	18 %
CE, IoT/Auto	65,331	23,729	41,602	175 %
Other	181	539	(358)	(66)%
Total Revenue	\$ 300,596	\$ 223,493	\$ 77,103	34 %
Catch-up revenue ^(a) , included above	\$ 162,328	\$ 127,551	\$ 34,777	27 %
	Six Months Ended June 30,		Increase/(Decrease)	
	2025	2024		
Smartphone	\$ 419,075	\$ 279,505	\$ 139,570	50 %
CE, IoT/Auto	91,598	206,272	(114,674)	(56)%
Other	430	1,258	(828)	(66)%
Total Revenue	\$ 511,103	\$ 487,035	\$ 24,068	5 %
Catch-up revenue ^(a) , included above	\$ 247,113	\$ 294,229	\$ (47,116)	(16)%

(a) Catch-up revenue represents revenue associated with reporting periods prior to the execution of the license agreement.

During the six months ended June 30, 2025, we recognized \$108.5 million of revenue that had been included in deferred revenue as of the beginning of the period. As of June 30, 2025, we had contract assets of \$343.8 million included within "Accounts receivable" and \$9.0 million included within "Other non-current assets, net" in the condensed consolidated balance sheet. As of December 31, 2024, we had contract assets of \$162.8 million included within "Accounts receivable" in the condensed consolidated balance sheet.

Contracted Revenue

Based on contracts signed and committed as of June 30, 2025, 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 2025	\$ 259,231
2026	425,298
2027	413,782
2028	322,625
2029	268,989
Thereafter	232,500
Total Revenue	\$ 1,922,425

(a) This table includes estimated revenue related to our Lenovo arbitration. In accordance with ASC 606, this estimate is limited to the amount of revenue we expect to recognize only to the extent we believe 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 consist of money market and demand accounts. The following table provides a reconciliation of total cash, cash equivalents, and restricted cash as of June 30, 2025, December 31, 2024, and June 30, 2024 to the captions within the condensed consolidated balance sheets and condensed consolidated statements of cash flows (in thousands):

	June 30, 2025	December 31, 2024	June 30, 2024
Cash and cash equivalents	\$ 517,894	\$ 527,360	\$ 299,762
Restricted cash included within prepaid and other current assets	10,942	24,187	9,233
Total cash, cash equivalents, and restricted cash	<u>\$ 528,836</u>	<u>\$ 551,547</u>	<u>\$ 308,995</u>

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. Three licensees comprised 90% and 84% of our accounts receivable balances of June 30, 2025 and December 31, 2024, 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, 2025 and December 31, 2024 (in thousands):

	Fair Value as of June 30, 2025			
	Level 1	Level 2	Level 3	Total
Assets:				
Money market and demand accounts ^(a)	\$ 527,341	\$ —	\$ —	\$ 527,341
Commercial paper ^(b)	—	73,055	—	73,055
U.S. government securities	—	217,899	—	217,899
Corporate bonds, asset backed and other securities ^(c)	—	129,164	—	129,164
Total	<u>\$ 527,341</u>	<u>\$ 420,118</u>	<u>\$ —</u>	<u>\$ 947,459</u>

	Fair Value as of December 31, 2024			
	Level 1	Level 2	Level 3	Total
Assets:				
Money market and demand accounts ^(a)	\$ 535,745	\$ —	\$ —	\$ 535,745
Commercial paper ^(b)	—	78,870	—	78,870
U.S. government securities	—	230,561	—	230,561
Corporate bonds, asset backed and other securities ^(c)	—	137,219	—	137,219
Total	<u>\$ 535,745</u>	<u>\$ 446,650</u>	<u>\$ —</u>	<u>\$ 982,395</u>

(a) Primarily included within cash and cash equivalents.

(b) As of December 31, 2024, \$4.1 million of commercial paper was included within cash and cash equivalents, respectively.

(c) As of June 30, 2025 and December 31, 2024, \$1.0 million and \$11.7 million of corporate bonds, asset backed and other securities was included within cash and cash equivalents, respectively.

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, 2025 and December 31, 2024 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, 2025			December 31, 2024		
	Principal Amount	Carrying Value	Fair Value	Principal Amount	Carrying Value	Fair Value
2027 Senior Convertible Long-Term Debt	\$ 460,000	\$ 455,750	\$ 1,340,725	\$ 460,000	\$ 454,739	\$ 1,166,155

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, 2025 and December 31, 2024 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, 2025		December 31, 2024	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Technicolor Patent Acquisition Long-Term Debt	\$ 16,566	\$ 15,585	\$ 17,033	\$ 17,102

4. **OTHER ASSETS AND LIABILITIES**

The amounts included in "*Prepaid and other current assets*" in the condensed consolidated balance sheet as of June 30, 2025 and December 31, 2024 were as follows (in thousands):

	June 30, 2025	December 31, 2024
Tax receivables	\$ 23,837	\$ 16,691
Prepaid assets	22,096	38,952
Restricted cash	10,942	24,187
Other current assets	3,842	4,482
Total Prepaid and other current assets	\$ 60,717	\$ 84,312

The amounts included in "*Other non-current assets, net*" in the condensed consolidated balance sheet as of June 30, 2025 and December 31, 2024 were as follows (in thousands):

	June 30, 2025	December 31, 2024
Tax receivables	\$ 93,943	\$ 88,619
Goodwill	22,421	22,421
Right-of-use assets	14,741	15,218
Long-term investments	12,947	19,851
Contract asset	9,000	—
Other non-current assets	4,441	3,291
Total Other non-current assets, net	\$ 157,493	\$ 149,400

The amounts included in "*Other accrued expenses*" in the condensed consolidated balance sheet as of June 30, 2025 and December 31, 2024 were as follows (in thousands):

	June 30, 2025	December 31, 2024
Accrued legal fees	\$ 13,107	\$ 9,571
Other accrued expenses	9,391	15,563
Total Other accrued expenses	\$ 22,498	\$ 25,134

The amounts included in "*Other long-term liabilities*" in the condensed consolidated balance sheet as of June 30, 2025 and December 31, 2024 were as follows (in thousands):

	June 30, 2025	December 31, 2024
Deferred compensation liabilities	\$ 23,627	\$ 19,969
Operating lease liabilities	15,289	15,772
Other long-term liabilities	19,954	19,201
Total Other long-term liabilities	\$ 58,870	\$ 54,942

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 in 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 2027 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 2027 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 the 2027 Notes (which is equivalent to an initial conversion price of approximately \$77.49 per share). From the period January 1, 2024 through September 30, 2025, 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, 2025 and December 31, 2024.

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 ("2027 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 ("2027 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, 2025, the warrants under the 2027 Warrant Transactions had a weighted average strike price of \$106.06 per share, subject to adjustment, and mature beginning September 2027 through April 2028.

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.

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. 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.

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. In connection with the partial repurchase of the 2024 Notes, we entered into partial unwind agreements that amended the terms of the 2024 Call Spread Transactions to reduce the number of options corresponding to the principal amount of the repurchased 2024 Notes. The unwind agreements also reduce the number of warrants exercisable under the 2024 Warrant Transactions. As a result of the partial unwind transactions, approximately 3.3 million shares of common stock in the aggregate that were covered under each of the 2024 Note Hedge Transactions and the 2024 Warrant Transactions were unwound.

On June 1, 2024, the 2024 Notes matured and we repaid the remaining \$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. Additionally, the 2024 Warrant Transactions settled, on a net-share basis, during September through December 2024 resulting in the issuance of 0.5 million shares.

The following table reflects the carrying value of our Convertible Notes long-term debt as of June 30, 2025 and December 31, 2024 (in thousands):

	June 30, 2025	December 31, 2024
3.50% Senior Convertible Notes due 2027	\$ 460,000	\$ 460,000
Less: Deferred financing costs	(4,250)	(5,261)
Net carrying amount of the Convertible Notes	455,750	454,739
Less: Current portion of long-term debt	(455,750)	(454,739)
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, 2025 and 2024 relating to the contractual interest coupon and the amortization of deferred financing costs of the Convertible Notes (in thousands):

	Three Months Ended June 30,			
	2025		2024	
	2027 Notes	2027 Notes	2024 Notes	Total
Contractual coupon interest	\$ 4,025	\$ 4,025	\$ 428	\$ 4,453
Amortization of deferred financing costs	509	471	101	572
Total	\$ 4,534	\$ 4,496	\$ 529	\$ 5,025

	Six Months Ended June 30,			
	2025		2024	
	2027 Notes	2027 Notes	2024 Notes	Total
Contractual coupon interest	\$ 8,050	\$ 8,050	\$ 1,059	\$ 9,109
Amortization of deferred financing costs	1,011	936	252	1,188
Total	\$ 9,061	\$ 8,986	\$ 1,311	\$ 10,297

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 made certain payments to Technicolor and Sony and agreed to contribute cash to fund certain capital reserve obligations under the arrangement in exchange for a percentage of future revenue, 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, 2025 and December 31, 2024 is disclosed within Note 3, "Cash, Concentration of Credit Risk and Fair Value of Financial Instruments." Our repayment obligations are contingent upon future royalty revenue 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, 2025, we recognized \$0.6 million and \$0.8 million, respectively, of interest expense related to this debt, compared to \$1.0 million and \$1.6 million during the three and six months ended June 30, 2024, 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 \$1.3 million in payments to CPPIB Credit during the six months ended June 30, 2025 and \$12.9 million in payments were made during the six months ended June 30, 2024.

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, 2025, 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

In fourth quarter 2024, the Company reached an agreement with Lenovo Group Limited and certain of its subsidiaries (“Lenovo”) to enter into binding arbitration to determine the final terms of a new patent license agreement, which will be effective from January 1, 2024. In November 2024, the Company filed a request for arbitration with the International Chamber of Commerce. In March 2025, the International Chamber of Commerce confirmed the full tribunal for the arbitration.

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, to be effective from January 1, 2023. The Company and Samsung also agreed not to initiate certain claims against the other during the arbitration. In March 2023, the Company filed a request for arbitration with the International Chamber of Commerce.

The arbitration hearing was held in July 2024, and closing arguments were held in October 2024. On July 28, 2025, a panel of International Chamber of Commerce arbitrators determined the royalties of the patent license between the Company and Samsung covering Samsung’s products other than digital televisions and computer display monitors, which have been licensed under a separate agreement. The panel set the total royalties at \$1.05 billion for the eight-year patent license.

Tesla

In December 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 infringing, 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. In March 2024, the Company filed a jurisdiction challenge; the jurisdiction challenge was heard during May and June 2024, and in July 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.

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. The appeal hearing was held in December 2024, and the UK Court of Appeal upheld the lower court’s decision and refused Tesla’s request for permission to appeal. Tesla filed an application for permission to appeal to the Supreme Court. In July 2025, the Supreme Court granted Tesla’s request for permission to appeal the issues of whether pool licenses are arguably required to be FRAND, whether all members of the Avanci 5G Platform must be joined to the case, and whether Tesla’s claim advances the possibility of a bilateral license from the Company.

Disney

US Central District of California Proceedings

In February 2025, the Company and certain of its subsidiaries filed a claim in the Federal District Court of the Central District of California against The Walt Disney Co. and certain of its subsidiaries (“Disney”). The claim alleges infringement of certain of the Company’s patents relating to video coding and video streaming technologies. The Company is seeking, among other relief, damages to prevent further infringement of the asserted patents.

In March 2025, Disney filed an answer and asserted multiple counterclaims against the Company. In April 2025 Disney filed a motion for an anti-suit injunction to prevent enforcement of any potential injunctive relief in Brazil, which the court denied.

A trial is scheduled for September 2026.

Brazil Proceedings

In February 2025, the Company and certain of its subsidiaries filed a claim in the Regional Business Court of Rio de Janeiro against The Walt Disney Co. and certain of its subsidiaries. The claim alleges infringement of certain of the Company's patents relating to video coding technologies. The Company is seeking, among other relief, damages and injunctive relief to prevent further infringement of the asserted patents.

In March 2025, Disney filed an answer and asserted a rate-setting counterclaim. In May 2025 the Company requested an anti-interference injunction to prevent Disney from continuing with its anti-suit injunction in California.

Germany Proceedings

In February and April of 2025, the Company and certain of its subsidiaries filed patent infringement claims in four separate proceedings in the Munich Regional Court against The Walt Disney Co. and certain of its subsidiaries. The claims allege infringement of certain of the Company's patents relating to video coding and video streaming technologies. The Company is seeking, among other relief, injunctive relief to prevent further infringement of the asserted patents.

In May 2025, the Company filed a request for an anti-interference injunction to prevent interference with the proceedings in Munich by an anti-suit injunction. The court issued the anti-interference injunction against Disney.

UPC Proceedings

In February and April of 2025, the Company and certain of its subsidiaries filed patent infringement claims in four separate proceedings in the Mannheim Local Divisional Court and Dusseldorf Local Divisional Court of the Unified Patent Court ("the UPC") against The Walt Disney Co. and certain of its subsidiaries. The claims allege infringement of certain of the Company's patents relating to video coding and video streaming technologies. The Company is seeking, among other relief, injunctive relief to prevent further infringement of the asserted patents.

In May 2025, the Company filed a request for an anti-interference injunction to prevent interference with the proceedings at the UPC by an anti-suit injunction. The Mannheim Local Division granted the anti-interference injunction against Disney.

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, 2025, except as noted above.

7. INCOME TAXES

In the six months ended June 30, 2025 and 2024, the Company had an estimated effective tax rate of 13.7% and 18.6%, respectively. The change in effective tax rate is due to an increase in the amount of Foreign Derived Intangible Income ("FDII") deduction benefit available to the Company and tax benefits related to share-based compensation. In addition, the Company is subject to a decrease in the Global Intangible Low-Tax Income inclusion derived from the decrease in French revenue. During the six months ended June 30, 2025 and 2024, the Company recorded discrete net benefits of \$5.6 million and \$2.4 million, respectively, primarily related to share-based compensation.

The One Big Beautiful Bill Act (the "Act") was signed into law on July 4th, 2025. The Act contains significant tax law changes with various effective dates affecting business taxpayers. Among the tax law changes that will impact the Company relate to the timing and amount of certain tax deductions including FDII, depreciation expense, R&D expenditures and interest expense. The Company will implement the tax law changes in the third quarter of 2025. The Company is still in the process of evaluating the Act and an estimate of the financial impact cannot be made at this time.

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, 2025 and 2024, the Company paid approximately \$14.5 million and \$13.4 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,	
	2025	2024	2025	2024
Net income	\$ 180,568	\$ 109,664	\$ 296,170	\$ 191,316
Weighted-average shares outstanding:				
Basic	25,917	25,207	25,829	25,359
Dilutive effect of stock options and RSUs	1,035	794	1,154	841
Dilutive effect of warrants	2,982	38	2,901	19
Dilutive effect of convertible securities	3,791	1,871	3,731	1,906
Diluted	<u>33,725</u>	<u>27,910</u>	<u>33,615</u>	<u>28,125</u>
Earnings per share:				
Basic	\$ 6.97	\$ 4.35	\$ 11.47	\$ 7.54
Dilutive effect of stock options and RSUs	(0.22)	(0.11)	(0.40)	(0.20)
Dilutive effect of warrants	(0.62)	(0.01)	(0.99)	(0.01)
Dilutive effect of convertible securities	(0.78)	(0.30)	(1.27)	(0.53)
Diluted	<u>\$ 5.35</u>	<u>\$ 3.93</u>	<u>\$ 8.81</u>	<u>\$ 6.80</u>

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,	
	2025	2024	2025	2024
Warrants	2,980	7,462	3,058	7,475

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. SEGMENT PERFORMANCE MEASURES AND EXPENSES

Our chief operating decision maker (“CODM”), who is our Chief Executive Officer, assesses company-wide performance and allocates resources based on consolidated financial information. Consequently, we view the entire organization as one reportable segment and the strategic purpose of all operating activities is to support that one segment. Our CODM evaluates company-wide performance based on multiple performance measures, including, but not limited to, net income. Our CODM does not generally evaluate our performance using asset or historical cash flow information.

The table below provides the calculation of net income, which is the performance measure that is most consistent with GAAP, and the significant operating expenses included in this performance measure (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Revenue	\$ 300,596	\$ 223,493	\$ 511,103	\$ 487,035
Less:				
Departmental expenses ^(a)	49,355	44,485	90,692	88,951
Depreciation and amortization	19,465	17,376	37,678	34,616
Intellectual property enforcement	11,963	15,345	18,941	35,089
Share-based compensation	11,836	9,655	21,334	19,041
Revenue share costs	2,550	2,726	5,199	71,694
Other non-operating (income) expense, net ^(b)	(5,607)	(199)	(5,994)	2,476
Income tax provision	30,466	24,441	47,083	43,852
Net income	\$ 180,568	\$ 109,664	\$ 296,170	\$ 191,316

(a) Includes personnel costs, consulting costs, outside services, administrative costs, and other operating expenses.

(b) Includes interest income, interest expense, and other non-operating income and expenses

10. 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, 2025 and 2024 were as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Interest and investment income	\$ 8,828	\$ 10,125	\$ 18,092	\$ 21,903
Other	6,316	1,557	7,310	(974)
Other income, net	\$ 15,144	\$ 11,682	\$ 25,402	\$ 20,929

The change in Other was primarily due to a foreign currency translation net gains arising from translation of our foreign subsidiaries of \$3.6 million and \$5.8 million in the three and six months ending June 30, 2025, respectively, compared to losses of \$0.9 million and \$3.3 million in the three and six months ending June 30, 2024, 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 2024 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 “catch-up revenue.” For variable and dynamic fixed-fee license agreements, “catch-up revenue” primarily represents revenue associated with reporting periods prior to the execution of the license agreement.

Samsung Arbitration and New Agreements

On July 28, 2025, a panel of International Chamber of Commerce arbitrators determined the royalties of the patent license between InterDigital Inc. and Samsung Electronics Co., Ltd (“Samsung”) covering Samsung’s products other than digital televisions and computer display monitors, which have been licensed under a separate agreement.

The arbitration panel set the total royalties at \$1.05 billion for the eight-year patent license, which commenced on January 1, 2023 and runs through December 31, 2030. Under this agreement, InterDigital will recognize approximately \$131 million of recurring revenue per year, a 67% increase from the previous license agreement. In second quarter 2025, the agreement contributed \$119 million of catch-up revenue in addition to \$33 million of recurring revenue.

In April 2025, we signed a new multi-year license agreement with HP Inc. The agreement licenses HP personal computers to InterDigital’s Wi-Fi and video decoding technologies.

Return of Capital to Shareholders

During second quarter 2025, we returned \$41.7 million to shareholders, including \$15.5 million, or \$0.60 per share, of cash dividends declared and \$26.2 million through the repurchase of shares of common stock.

As of July 31, 2025, there was \$182.7 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, 2025, we had \$947.9 million of cash, restricted cash, and short-term investments and nearly \$2.0 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 Lenovo arbitration.

97% of our second quarter 2025 revenue is from fixed-fee agreements. 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, 2025 and 2024, including the resulting operating cash flow (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Cash vs. Non-cash revenue:				
Fixed fee cash receipts ^(a)	\$ 162,140	\$ 33,705	\$ 184,719	\$ 224,690
Other cash receipts ^(b)	9,193	14,583	33,444	25,356
Change in deferred revenue	32,456	26,866	71,206	54,408
Change in receivables	84,439	78,011	200,405	106,348
Other	12,368	70,328	21,329	76,233
Total Revenue	\$ 300,596	\$ 223,493	\$ 511,103	\$ 487,035
Net cash provided by (used in) operating activities	\$ 105,118	\$ (48,910)	\$ 85,129	\$ 1,863

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

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

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, 2025 (in thousands):

	Deferred Revenue	
Remainder of 2025	\$	107,702
2026		141,117
2027		39,486
2028		1,141
2029		1,206
Thereafter		1,270
Total Revenue	\$	291,922

Revenue

Second quarter 2025 revenue of \$300.6 million includes \$162.3 million of catch-up revenue, while second quarter 2024 revenue of \$223.5 million includes \$127.6 million of catch-up revenue. The \$77.1 million increase was primarily due to revenue from the Samsung arbitration decision and the HP agreement, and was partially offset by catch-up revenue from the Lenovo UK proceedings recognized in second quarter 2024. In second quarter 2025, revenue (in descending order) from Samsung, HP, and Apple each comprised 10% or more of our consolidated revenue. Refer to "Results of Operations --Second Quarter 2025 Compared to Second Quarter 2024" for further discussion of our 2025 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 market volatility, inflation, supply chain issues, high interest rates, labor shortages, tariffs and other potential trade-related sanctions, 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 2025 financial results against other periods, the following items should be taken into consideration:

Revenue

- Our second quarter 2025 revenue includes \$162.3 million of catch-up revenue primarily related to the Samsung arbitration decision and the new patent license agreement with HP signed in second quarter 2025.

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 2024 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 2024 Form 10-K. There have been no material changes to our existing critical accounting policies from the disclosures included in our 2024 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, 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, 2025 and December 31, 2024, we had the following amounts of cash and cash equivalents, restricted cash, and short-term investments (in thousands):

	June 30, 2025	December 31, 2024	Increase / (Decrease)
Cash and cash equivalents	\$ 517,894	\$ 527,360	\$ (9,466)
Restricted cash included within prepaid and other current assets	10,942	24,187	(13,245)
Short-term investments	419,091	430,848	(11,757)
Total cash, cash equivalents, restricted cash, and short-term investments	<u>\$ 947,927</u>	<u>\$ 982,395</u>	<u>\$ (34,468)</u>

The net decrease in cash, cash equivalents, restricted cash, and short-term investments was attributable to cash used in financing activities of \$85.6 million and cash used in investing activities of \$40.2 million, excluding sales and purchases of short-term investments, partially offset by cash provided by operating activities of \$85.1 million. Refer to the sections below for further discussion of these items.

Cash flows provided by operating activities

Cash flows provided by operating activities in the first half 2025 and 2024 (in thousands) were as follows:

	Six Months Ended June 30,		
	2025	2024	Change
Net cash provided by operating activities	\$ 85,129	\$ 1,863	\$ 83,266

Our cash flows provided by operating activities are principally derived from cash receipts from patent license agreements, offset by cash operating expenses and income tax payments. The \$83.3 million change in net cash provided by operating activities was driven by lower cash operating expenses primarily due to lower revenue share and litigation costs recognized in first half 2025. This change was partially offset by lower cash receipts primarily due to large cash receipts in first half 2024 related to catch-up revenue. The table below sets forth the significant items comprising our cash flows provided by operating activities during the six months ended June 30, 2025 and 2024 (in thousands):

	Six Months Ended June 30,		
	2025	2024	Change
Total Cash Receipts	\$ 218,163	\$ 250,046	\$ (31,883)
Cash Outflows:			
Cash operating expenses ^a	(114,832)	(195,734)	80,902
Income taxes paid ^b	(21,764)	(16,920)	(4,844)
Total cash outflows	<u>(136,596)</u>	<u>(212,654)</u>	<u>76,058</u>
Other working capital adjustments	3,562	(35,529)	39,091
Cash flows provided by operating activities	<u>\$ 85,129</u>	<u>\$ 1,863</u>	<u>\$ 83,266</u>

(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 \$5.2 million and \$71.7 million in first half 2025 and 2024, respectively.

(b) Income taxes paid include foreign withholding taxes.

Cash flows from investing and financing activities

Net cash used in investing activities for first half 2025 was \$22.2 million, a \$119.7 million change from \$97.5 million provided by investing activities in first half 2024. During first half 2025, we sold \$18.0 million of short-term marketable securities, net of purchases, and capitalized \$40.2 million of patent costs and property and equipment purchases. 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.

Net cash used in financing activities for first half 2025 was \$85.6 million, a change of \$147.7 million from \$233.3 million the first half 2024. This change was primarily attributable to a \$126.2 million payment made on maturity of the 2024 Notes in first half 2024, a \$32.3 million decrease in share repurchases, and \$7.3 million of proceeds from the exercise of stock options. This change was partially offset by a \$22.9 million increase of taxes withheld on restricted stock unit vestings primarily due to the increased share price at vesting.

Other

Our combined short-term and long-term deferred revenue balance as of June 30, 2025 was approximately \$291.9 million, a net decrease of \$68.2 million from December 31, 2024. This decrease in deferred revenue was primarily due 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, 2025 deferred revenue balance of \$291.9 million by \$178.3 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.

From the period January 1, 2024 through September 30, 2025, 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 of the 2027 Notes to be converted and any remaining obligations 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 \$106.06 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 Warrant Transactions 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 obligations 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, 2025, 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 Note 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 Note Hedge Transactions (in thousands):

2027 Notes					
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)
\$105	1,582	—	1,582	(1,582)	—
\$120	2,129	701	2,830	(2,129)	701
\$130	2,424	1,106	3,530	(2,424)	1,106
\$140	2,677	1,453	4,130	(2,677)	1,453
\$150	2,896	1,753	4,649	(2,896)	1,753
\$160	3,087	2,016	5,103	(3,087)	2,016
\$170	3,257	2,249	5,506	(3,257)	2,249
\$180	3,407	2,455	5,862	(3,407)	2,455
\$190	3,541	2,639	6,180	(3,541)	2,639
\$200	3,662	2,806	6,468	(3,662)	2,806
\$210	3,772	2,956	6,728	(3,772)	2,956
\$220	3,872	3,093	6,965	(3,872)	3,093
\$230	3,962	3,217	7,179	(3,962)	3,217
\$240	4,046	3,332	7,378	(4,046)	3,332
\$250	4,122	3,437	7,559	(4,122)	3,437
\$260	4,193	3,534	7,727	(4,193)	3,534
\$270	4,259	3,624	7,883	(4,259)	3,624
\$280	4,320	3,708	8,028	(4,320)	3,708
\$290	4,376	3,785	8,161	(4,376)	3,785
\$300	4,429	3,858	8,287	(4,429)	3,858

(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 2025 Compared to Second Quarter 2024

Revenue

The following table compares second quarter 2025 revenue to second quarter 2024 revenue (in thousands):

	Three Months Ended June 30,		Increase/(Decrease)	
	2025	2024		
Smartphone	\$ 235,084	\$ 199,225	\$ 35,859	18 %
CE, IoT/Auto	65,331	23,729	41,602	175 %
Other	181	539	(358)	(66)%
Total Revenue	<u>\$ 300,596</u>	<u>\$ 223,493</u>	<u>\$ 77,103</u>	<u>34 %</u>
Catch-up revenue ^(a) , included above	\$ 162,328	\$ 127,551	\$ 34,777	27 %

(a) Catch-up revenue represents revenue associated with reporting periods prior to the execution of the license agreement.

Total revenue of \$300.6 million increased \$77.1 million from second quarter 2024 primarily due to the Samsung arbitration decision and the new HP agreement. Additionally, revenue from eight other new patent license agreements signed in the last twelve months, including the previously announced agreements with vivo Mobile and OPPO, and the Lenovo arbitration agreement contributed to the increase. These increases were partially offset primarily by catch-up revenue recognized related to the Lenovo UK proceedings in second quarter 2024.

In second quarter 2025 and 2024, 78% and 80%, respectively, of our total revenue was attributable to licensees that individually accounted for 10% or more of our total revenue. In second quarter 2025 and 2024, the following licensees accounted for 10% or more of our total revenue:

	Three Months Ended June 30,	
	2025	2024
Customer A	52%	11%
Customer B	15%	—%
Customer C	11%	15%
Customer D	<10%	54%

Operating Expenses

The following table summarizes the changes in operating expenses between second quarter 2025 and second quarter 2024 by category (in thousands):

	Three Months Ended June 30,		Increase/(Decrease)	
	2025	2024		
Research and portfolio development	\$ 53,674	\$ 50,145	\$ 3,529	7 %
Licensing	23,909	25,156	(1,247)	(5)%
General and administrative	17,586	14,286	3,300	23 %
Total Operating expenses	<u>\$ 95,169</u>	<u>\$ 89,587</u>	<u>\$ 5,582</u>	<u>6 %</u>

Operating expenses increased \$5.6 million to \$95.2 million in second quarter 2025 compared to \$89.6 million in second quarter 2024. The \$5.6 million increase in total operating expenses was primarily due to changes in the following items (in thousands):

	Increase/(Decrease)
Performance-based compensation	\$ 4,084
Net litigation fee reimbursement	3,200
Depreciation and amortization	2,089
Intellectual property enforcement	(6,582)
Other	2,791
Total increase in operating expenses	<u>\$ 5,582</u>

The \$5.6 million increase in operating expenses was driven by an increase in performance-based compensation due to higher accrual rates driven by licensing successes and a \$2.1 million increase in depreciation and amortization due to non-cash patent acquisitions and investments in internal infrastructure. Additionally, the increase was due to a \$3.2 million one-time contra expense for a net litigation fee reimbursement resulting from intellectual property enforcement successes received in second quarter 2024. These increases were partially offset by a \$6.6 million decrease in intellectual property enforcement costs primarily due to our fourth quarter 2024 resolution of the OPPO and Lenovo proceedings, as well as decreased activity related to the Samsung arbitration.

Research and portfolio development expense: Research and portfolio development expense increased compared to second quarter 2024 primarily due to the increase in depreciation and amortization noted above, as well as the increase in performance-based compensation costs.

Licensing expense: Licensing expense was relatively flat compared to second quarter 2024, with the above noted one-time net litigation fee reimbursement contra expense recognized in second quarter 2024 and increased performance-based compensation being offset by the above-noted decreased intellectual property enforcement costs.

General and administrative expense: General and administrative expense increased compared to second quarter 2024 primarily due to the above noted increase in performance-based compensation.

Non-Operating Income, net

The following table compares second quarter 2025 non-operating income, net to second quarter 2024 (in thousands):

	Three Months Ended June 30,		Increase/(Decrease)	
	2025	2024		
Interest expense	\$ (9,537)	\$ (11,483)	\$ 1,946	17 %
Interest and investment income	8,828	10,125	(1,297)	(13)%
Other income, net	6,316	1,557	4,759	306 %
Total non-operating income, net	<u>\$ 5,607</u>	<u>\$ 199</u>	<u>\$ 5,408</u>	<u>2,718 %</u>

The change in non-operating income, net was primarily due to a foreign currency translation net gain arising from translation of our foreign subsidiaries of \$3.6 million in second quarter 2025, compared to a \$0.9 million net loss in second quarter 2024.

Income taxes

In second quarter 2025 and 2024, based on the statutory federal tax rate net of discrete federal and state taxes, we had an effective tax rate of 14.4% and 18.2%, respectively. The change in effective tax rate is due to an increase in the amount of Foreign Derived Intangible Income deduction benefit available to the Company and tax benefits related to share-based compensation. In addition, the Company is subject to a decrease in the Global Intangible Low-Tax Income inclusion derived from the decrease in revenue in certain foreign jurisdictions.

First Half 2025 Compared to First Half 2024

Revenue

The following table compares first half 2025 revenue to first half 2024 revenue (in thousands):

	Six Months Ended June 30,		Increase/(Decrease)	
	2025	2024		
Smartphone	\$ 419,075	\$ 279,505	\$ 139,570	50 %
CE, IoT/Auto	91,598	206,272	(114,674)	(56)%
Other	430	1,258	(828)	(66)%
Total Revenue	\$ 511,103	\$ 487,035	\$ 24,068	5 %
Catch-up revenue ^(a) , included above	\$ 247,113	\$ 294,229	\$ (47,116)	(16)%

(a) Catch-up revenue represents revenue associated with reporting periods prior to the execution of the license agreement.

Total revenue of \$511.1 million increased \$24.1 million from first half 2024 primarily due to revenue recognized from the Samsung arbitration decision and the first half 2025 agreements with vivo Mobile and HP. Additionally, eight other new patent license agreements signed in the last fifteen months contributed to the increase, including the previously announced OPPO agreement and the Lenovo arbitration agreement. This increase was partially offset by catch-up revenue related to the Samsung TV agreement and the Lenovo UK proceedings recognized in first half 2024.

In first half 2025 and 2024, 69% and 82% of our total revenue, respectively, was attributable to companies that individually accounted for 10% or more of our total revenue. In first half 2025 and 2024, the following companies accounted for 10% or more of our total revenue:

	Six Months Ended June 30,	
	2025	2024
Customer A	36%	43%
Customer E	20%	—%
Customer C	13%	14%
Customer D	<10%	25%

Operating Expenses

The following table summarizes the changes in operating expenses between first half 2025 and first half 2024 by category (in thousands):

	Six Months Ended June 30,		Increase/(Decrease)	
	2025	2024		
Research and portfolio development	\$ 101,104	\$ 99,520	\$ 1,584	2 %
Licensing	41,586	121,745	(80,159)	(66)%
General and administrative	31,154	28,126	3,028	11 %
Total operating expenses	\$ 173,844	\$ 249,391	\$ (75,547)	(30)%

Operating expenses decreased 30% to \$173.8 million in first half 2025 from \$249.4 million in first half 2024. The \$75.5 million decrease in total operating expenses was primarily due to changes in the following items (in thousands):

	Increase/(Decrease)
Revenue share	\$ (66,495)
Intellectual property enforcement	(18,865)
Depreciation and amortization	3,062
Performance-based compensation	2,829
Net litigation fee reimbursement	2,717
Other	1,205
Total decrease in operating expenses	\$ (75,547)

The \$75.5 million decrease in operating expenses was driven by a \$66.5 million decrease in revenue share costs primarily related to the Samsung TV agreements signed in first half 2024 and a \$18.9 million decrease in intellectual property enforcement costs primarily due to our fourth quarter 2024 resolution of the OPPO and Lenovo proceedings, as well as the Samsung arbitration. This decrease in intellectual property enforcement costs was partially offset by one-time contra expenses for net litigation fee reimbursements of \$0.5 million in first half 2025 compared to \$3.2 million in first half 2024 resulting from intellectual property enforcement successes.

These decreases were offset by a \$3.1 million increase in depreciation and amortization due to non-cash patent acquisitions and investments in internal infrastructure and a \$2.8 million increase in performance-based compensation due to higher accrual rates driven by licensing successes.

Research and portfolio development expense: Research and portfolio development expense increased slightly compared to first half 2024 primarily due to the above noted increase in depreciation and amortization.

Licensing expense: Licensing expense decreased by \$80.2 million primarily driven by the above-noted decreased revenue share costs and intellectual property enforcement costs, partially offset by the one-time net litigation fee reimbursement.

General and administrative expense: General and administrative expense increased compared to first half 2024 primarily due to the above noted increase in performance-based compensation.

Non-Operating Income (expense), net

The following table compares first half 2025 non-operating income, net to first half 2024 non-operating expense, net (in thousands):

	Six Months Ended June		Increase/(Decrease)	
	30,			
	2025	2024		
Interest expense	\$ (19,408)	\$ (23,405)	\$ 3,997	17 %
Interest and investment income	18,092	21,903	(3,811)	(17)%
Other income (expense), net	7,310	(974)	8,284	851 %
Total non-operating income (expense), net	\$ 5,994	\$ (2,476)	\$ 8,470	342 %

The change in non-operating income (expense), net was primarily due to a foreign currency translation net gain arising from translation of our foreign subsidiaries of \$5.8 million in first half 2025, compared to a \$3.3 million net loss in first half 2024.

Income taxes

In first half 2025 and 2024, we had an effective tax rate of 13.7% and 18.6%, respectively. The change in effective tax rate is due to an increase in the amount of Foreign Derived Intangible Income deduction benefit available to the Company and tax benefits related to share-based compensation. In addition, the Company is subject to a decrease in the Global Intangible Low-Tax Income inclusion derived from the decrease in revenue in certain foreign jurisdictions.

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 2024 Form 10-K and the risks and uncertainties set forth below:

- unanticipated delays or difficulties in the execution of patent license agreements on acceptable terms or at all;
- our ability to expand our revenue opportunities by entering into licensing arrangements with streaming and cloud-based service providers;
- the resolution of legal proceedings, including any awards or judgments relating to such proceedings, and changes in the schedules or costs associated therewith;
- our ability to maintain a strong patent portfolio and make strategic decisions related to our intellectual property protection;
- the failure of markets for our technologies to materialize to the extent that we expect;
- our continued ability to develop new 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 and other U.S. and non-U.S. tax laws;
- the timing and impact of potential regulatory, administrative and legislative matters;
- the potential effects of macroeconomic conditions or trade conflicts;
- our ability to hire and retain key personnel;
- operational risks, including cybersecurity events, human failures or other difficulties with our information technology systems; and
- risks related to any new accounting standards or 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 2024 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, 2025, 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 2024 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. Except as set forth below, there have been no material changes with respect to the risk factors disclosed in our 2024 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 2024 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.

Our business and operations may be adversely affected by a deterioration in United States-China relations or broader trade and geopolitical conditions.

The recent imposition of tariffs by the United States could materially harm our business. Companies headquartered in China currently comprise a substantial portion of customers that utilize our patented inventions in their devices and services. Our ability to renew license agreements with current licensees in China as well as license new manufacturers is, among other things, affected by the macroeconomic and geopolitical climate, as well as our business relationships and perceived reputation in China. The U.S. and Chinese governments are regularly engaged in various trade discussions, and in January 2020, the U.S. and China entered into Phase One of the Economic and Trade Agreement, which took steps to ease certain trade tensions between the U.S. and China, including tensions involving intellectual property theft and forced intellectual property transfers by China. Although the Phase One Trade Agreement was an encouraging sign of progress in the trade negotiations between the U.S. and China, the recent imposition of tariffs by the US government has increased tensions, both with China and globally.

Countermeasures imposed in response to such government actions could materially harm our business prospects, financial condition and cash flow. Currently, the future of existing tariffs, and the possibility for new tariffs or trade policies, remains uncertain. So far, these tariffs and trade policies have not had a significant impact on our ability to development foundational technologies or to participate and lead open standard development, or our business operations or financial results more generally; however, there is no guarantee that we can avoid the impact of tariff and related economic effects in the future, and these trade measures and any retaliatory measures imposed could directly or indirectly harm our business. Our ability to renew or conclude new license agreements could also be affected by economic uncertainty, particularly in the handset market, in China or globally.

China is a key market for us, and any of these factors could harm our ability to execute our business plans. The ultimate impact of ongoing trade tensions is uncertain, but if tensions continue or escalate, we could suffer material harm to our business, financial condition and 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 shares during second quarter 2025.

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, 2025 - April 30, 2025	41,800	\$ 196.88	41,800	\$ 216,053,108
May 1, 2025 - May 31, 2025	41,900	\$ 213.55	41,900	\$ 207,104,237
June 1, 2025 - June 30, 2025	40,000	\$ 224.66	40,000	\$ 198,116,637
Total	123,700	\$ 211.51	123,700	

(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.

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 2025, none of the Company's directors or officers adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement", as each term is defined in Item 408(a) of Regulation S-K.

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	InterDigital 2025 Equity Incentive Plan (Exhibit 10.1 to InterDigital's Registration Statement on Form S-8 filed on June 11, 2025 (File No. 333-287947)) .
10.2	2025 Stock Incentive Plan, Form of Agreement for Restricted Stock Units (Time Based Award) .
10.3	2025 Stock Incentive Plan, Form of Agreement for Restricted Stock Units (Non-Employee Directors) .
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)

+

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: July 31, 2025

/s/ LIREN CHEN

Liren Chen

President and Chief Executive Officer

Date: July 31, 2025

/s/ RICHARD J. BREZSKI

Richard J. Brezski

Chief Financial Officer

INTERDIGITAL, INC.
TERM SHEET FOR RESTRICTED STOCK UNITS
(Time-Based Award)

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.

Plan: The Company’s 2025 Equity Incentive Plan

Name of Participant: %%FIRST_NAME%- %%%LAST_NAME%-%

Grant Number: %%OPTION_NUMBER%-%

Grant Date: %%OPTION_DATE, 'Month DD, YYYY'%-%

Number of Restricted Stock Units: %%TOTAL_SHARES_GRANTED, '999,999,999'%-%

Vesting Schedule: The Award vests with respect to one-third of the restricted stock units on each of %%VEST_DATE_PERIOD1%-%, %%VEST_DATE_PERIOD2%-%, and %%VEST_DATE_PERIOD3%-%, if at all, subject to Participant continuing to be a Service Provider through such date, provided that the Award may vest earlier pursuant to the Standard Terms and Conditions (the date on which all or a portion of the Award vests, the “Vesting Date”).

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, the Award will become cumulatively vested 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 total number of then-unvested Restricted Stock Units by the fraction equal to the number of days during the period beginning on the later of the Grant Date or most recent Vesting Date, if any, and ending on the final scheduled Vesting Date (the “Restricted Period”) for which Participant was employed by the Employer divided by the total number of days during the Restricted Period.

Accelerated Vesting: 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, and the Standard Terms and Conditions.

INTERDIGITAL, INC.

STANDARD TERMS AND CONDITIONS OF RESTRICTED STOCK UNITS

Pursuant to the terms of its 2025 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 Exhibit 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 Exhibit 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 after vesting, but in each such case no later than March 15 of the year following the vesting date. 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.

a. 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 Exhibit A and any additional terms and conditions for Participant's country set forth in the Addendum attached hereto as Exhibit 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.

Exhibit 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.

Exhibit 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.

INTERDIGITAL, INC.
TERM SHEET FOR RESTRICTED STOCK UNITS
(Non-Employee Directors)

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.

Plan:	The Company’s 2025 Equity Incentive Plan
Name of Participant:	%%FIRST_NAME%- %%%LAST_NAME%-%
Grant Number:	%%OPTION_NUMBER%-%
Grant Date:	%%OPTION_DATE, 'Month DD, YYYY'%-%
Number of Restricted Stock Units:	%%TOTAL_SHARES_GRANTED, '999,999,999'%-%
Vesting Schedule:	The Award vests on the earlier of %%VEST_DATE_PERIOD1, 'Month DD, YYYY'%-%, or the day prior to the next annual shareholders’ meeting, if at all, subject to Participant continuing to be a Service Provider through such date, provided that the Award may vest earlier pursuant to the Standard Terms and Conditions (the date on which all or a portion of the Award vests, the “Vesting Date”).
Pro-rated Vesting:	If Participant’s status as a Service Provider is terminated by reason of Participant’s death or Disability, the Award will immediately vest in full.
Accelerated Vesting:	Upon a Change in Control, 100% of the then-unvested portion of the Award will vest.

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, and the Standard Terms and Conditions.

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, and the Plan (which are incorporated herein by reference) (altogether, the “Award Agreement”).

1. Grant of Restricted Stock Units. The Company has granted to the individual (the “Participant”) named in the Term Sheet 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 this Standard Terms and Conditions of Restricted Stock Units (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.

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(c) and except to the extent Participant has elected that delivery will be deferred in accordance with the rules and procedures prescribed by the Administrator (which rules and procedures, among other things, shall be consistent with Section 409A), such vested Restricted Stock Units will be paid in whole Shares as soon as practicable after vesting, but in each such case no later than March 15 of the year following the vesting date. 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. Deferred Restricted Stock Units.

i. Participant is eligible to defer the settlement of any Restricted Stock Units granted under this Award Agreement pursuant to a timely completed Board Fees and Restricted Stock Units Deferral Agreement on file with the Company.

ii. The delivery of any deferred Restricted Stock Units will be accelerated as a result of Participant’s death, Disability or an Unforeseeable Emergency; settlement will occur on Participant’s death, Disability or such Unforeseeable Emergency. If delivery is accelerated as a result of an Unforeseeable Emergency, then settlement will occur only to the extent permitted by Section 409A(a)(2)(B)(ii)(II) of the Code; any portion of the Award for which settlement is delayed will be settled on the date on which such portion of the Award would have been settled in the absence of delay.

iii. The delivery of any deferred Restricted Stock Units will be accelerated as a result of a Change in Control; settlement will occur on the Change in Control.

c. 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(c) 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.

d. 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. Dividend Equivalents. During the period beginning on the Grant Date as indicated above 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.

8. 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.

9. 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.

10. 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.

11. 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, or at such other address as the Company may hereafter designate in writing.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. 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.

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 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.

20. 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. 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 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. 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.

21. 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.

22. Definitions. "Unforeseeable Emergency," means an unforeseeable emergency within the meaning of Section 409A(a)(2)(B)(ii) of the Code, or any successor provision.

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(s) 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(s) 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: July 31, 2025

/s/ Liren Chen

Liren Chen
President and Chief Executive Officer

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(s) 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(s) 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: July 31, 2025

/s/ Richard J. Brezski

Richard J. Brezski
Chief Financial Officer

**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, 2025, 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: July 31, 2025

/s/ Liren Chen

Liren Chen
President and Chief Executive Officer

**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, 2025, 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: July 31, 2025

/s/ Richard J. Brezski

Richard J. Brezski
Chief Financial Officer