

What To Know About Interim Licenses In Global FRAND Cases

By **Matthew Mosteller and Eli Svetlov** (October 28, 2025)

Interim licenses are a developing remedy in global standard-essential patent disputes — most visibly in the United Kingdom — under which parties operate on temporary fair, reasonable and nondiscriminatory terms while a court determines the final FRAND terms.

These interim licenses can benefit both SEP owners and implementers and, in cases where there is no immediate risk of injunction, may provide a more practical and effective alternative to traditional measures like temporary restraining orders or anti-suit injunctions.

But the future of interim licenses is in doubt following the Unified Patent Court's recent decision in Amazon.com Inc. v. InterDigital VC Holdings Inc., which issued the first "anti-interim license injunction" and rejected the legitimacy of U.K.-based interim licenses covering European patents. Their availability remains highly fact-specific, depending on factors such as the scale, geography, and timing of the litigation.

What Is an Interim License?

In SEP disputes, an interim license is a temporary patent license that allows an implementer to continue using the patented technology and selling the accused products while the final FRAND terms are determined. As the Court of Appeal of England and Wales put it earlier this year in Alcatel Lucent SAS v. Amazon Digital UK Ltd., the aim of an interim license is to "hold the ring" between the parties until the license terms are finally settled.[1]

Interim licenses remain rare and are not part of routine SEP litigation practice. Courts have treated them as exceptional relief, generally reserved for situations where the parties show willingness to take a license on whatever FRAND terms the court ultimately sets.

Recent developments have also shown that courts are hesitant to grant interim licenses when doing so would affect patent rights in other jurisdictions, or to endorse interim licenses that would impede on their own jurisdiction.

How Interim Licenses Took Shape

The U.K. is currently the leading venue for global FRAND rate-setting after Unwired Planet International Ltd. v. Huawei Technologies (UK) Co. Ltd., a 2020 ruling in which the U.K. Supreme Court confirmed jurisdiction to set worldwide FRAND terms in appropriate cases.[2] Building on that foundation, recent Court of Appeal decisions have shaped the framework for interim licenses.

In the 2024 landmark decision Panasonic Holdings Corporation v. Xiaomi Technology UK Ltd., the Court of Appeal held that an SEP holder must grant an interim global license to an implementer while the U.K. court determined the FRAND terms, effectively establishing global interim licenses as a remedy.[3] The court identified provisional terms for the interim



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license and found that Panasonic, the SEP holder, had acted in bad faith by pursuing injunctions abroad after invoking the U.K.'s jurisdiction to set global FRAND terms.[4]

The reasoning in *Panasonic v. Xiaomi* was subsequently applied in other cases. In *Alcatel v. Amazon* in January, the Court of Appeal allowed Amazon to amend its pleadings to seek an expedited interim license from Nokia in a global dispute over RAND terms.[5][6]

In *Lenovo Group Ltd. v. Telefonaktiebolaget LM Ericsson* in February, the Court of Appeal clarified the principles governing interim licenses and confirmed that whether an interim license is appropriate relief is fact-dependent.[7] The court framed the inquiry around four recurring issues — good faith, FRAND-compliant terms, useful purpose and comity — and again permitted an interim license where it would meaningfully advance resolution without intruding on foreign courts.[8]

Then, in June, *Samsung Electronics Co. Ltd. v. ZTE Corp.* became the first decision of a U.K. first-instance court to apply the interim-license framework post-*Panasonic* and *Lenovo*.[9] Both parties were willing to enter an interim license but disagreed on forum: Samsung proposed the U.K. court, while ZTE insisted that a Chinese court should determine the final FRAND terms.[10] The U.K. Patents Court granted declarations for an interim license, concluding that a willing licensor in ZTE's position would proceed with a FRAND determination from the U.K. court, especially where it had been first to assume jurisdiction.[11]

Outside the U.K., interim-license practice remains largely undeveloped. In the U.S., early cases suggest courts are still in an experimental phase.

For example, in *Netgear Inc. v. Huawei Technologies Co. Ltd.*, Netgear sought an anti-enforcement injunction or, alternatively, an interim global license from the U.S. court, along with an injunction of Huawei's foreign cases against Netgear. In response, Huawei sought and received anti-anti-suit injunctions from Chinese and German courts, as well as the Unified Patent Court, each of which was presiding over parallel litigation between the parties. The parties reached a global settlement in January 2024, shortly after those anti-anti-suit injunctions issued, before the U.S. District Court for the Central District of California could rule on the interim license request.[12]

More recently, in *Roku Inc. v. Access Advance LLC*, Roku sought an interim license as alternative relief, but in July the U.S. District Court for the District of Massachusetts declined to address it, holding it lacked jurisdiction to set a global pool FRAND rate and that any such determination could only be advisory.[13] Other courts are likewise unsettled.

The UPC has yet to set a global FRAND rate, and early indicators suggest it is more likely to follow the German approach — adjudicating FRAND defenses without itself setting global rates — than to adopt the U.K. model of global rate-setting.

For example, in its Dec. 18, 2024, decision in *Huawei v. Netgear*, the Munich Local Division rejected Netgear's FRAND defense. In doing so, the court applied a more flexible, SEP holder-friendly approach to the European Commission's *Huawei v. ZTE* framework, consistent with the decisions of the German national courts.

The UPC has also rejected the legitimacy of interim licenses sought from the U.K. courts. In its Sept. 30 decision in *InterDigital v. Amazon*, the Mannheim Local Division issued a first-of-its-kind anti-interim license injunction, finding that Amazon's request to the High Court of Justice of England and Wales for an interim license covering European patents would usurp

the jurisdiction of the UPC by depriving the patentee of its ability to enforce those patents. The court likewise barred any related requests for an anti-suit injunction, temporary restraining order, or declaration that SEP holder InterDigital had breached its RAND obligations.

Amazon now has an opportunity to appeal that decision. On Oct. 20, the U.K. High Court responded to the UPC by **issuing** its own ex parte anti-anti-suit injunction enjoining InterDigital from seeking further injunctions of the relief sought by Amazon in the U.K. High Court, without displacing the UPC's anti-interim license injunction.[14] The U.K. High Court also set an expedited hearing for Oct. 30 to address this and other issues raised by the parties.

When to Consider Seeking Interim Licenses

In global disputes — particularly where there is no immediate risk of injunction — seeking a single interim license can be more efficient and cost-effective than pursuing serial temporary restraining orders or anti-suit injunctions across multiple jurisdictions. Courts are often reluctant to grant TROs or ASIs, especially where implementers struggle to establish irreparable harm or likelihood of success.

From a business standpoint, a defined interim FRAND license is often preferable to prolonged litigation uncertainty. However, recent developments may limit the viability of interim licenses as a remedy moving forward.

Still, for implementers, an interim FRAND license can be a practical means of keeping products on the market and maintaining business continuity with greater cash-flow certainty, particularly where TROs pose a risk. For SEP owners, interim licensing provides a mechanism to begin monetizing portfolios sooner, easing the pressure to seek injunctions in multiple parallel proceedings.

U.K. courts have emphasized that interim SEP licenses are less intrusive than TROs or ASIs and are intended to streamline disputes without requiring either side to abandon its arguments on FRAND obligations.[15] In practice, interim licenses often pave the road toward a global settlement.[16]

Offering or accepting an interim license also demonstrates willingness to license, thereby strengthening a party's posture under traditional FRAND analysis. Conversely, refusing to accept an interim license — even while negotiations are ongoing — may be viewed as evidence of bad faith.

Still, there are important trade-offs to consider. A provisional licensing rate can anchor expectations and shape the eventual FRAND outcome, for better or worse. Court-imposed interim terms may also fail to satisfy either side. Moreover, committing to interim rights diminishes the SEP holder's leverage that comes from the threat of an injunction.

When Not to Seek Interim Licenses

Traditional TROs and ASIs may be preferable to interim licenses in a range of scenarios. When an implementer is faced with an imminent enforcement risk — such as an exclusion order, injunction or customs seizure — pursuing an interim FRAND license is likely too slow and too uncertain. In those circumstances, a TRO or ASI may be better suited to preserve shipments and sales in a particular jurisdiction while the parties continue litigating or negotiating FRAND or contract issues.

TROs may also be advisable where global resolution of an SEP/FRAND dispute is unnecessary. For instance, an interim license may be suboptimal where issues in parallel lawsuits do not overlap enough to justify a global interim license. And the UPC's recent Amazon decision may limit the availability of an interim license when European patents are at issue.

An ASI is likewise the more effective tool for implementers when a counterparty has filed, or threatened to file, in an injunction-friendly venue to gain leverage. An anti-anti-suit injunction, if an ASI has already been obtained abroad, may protect jurisdiction over FRAND or contract claims and avoid inconsistent rulings.

Companies should also consider ASIs when an SEP owner targets downstream customers in an effort to gain leverage for settlement. In such situations, an ASI can halt indirect enforcement actions and centralize the dispute on the underlying FRAND issues.

Finally, interim licensing should be weighed in light of the timing and development of parallel litigation. Outside the U.K., courts have shown little appetite for imposing interim licenses, and U.K. rulings on interim licensing may be difficult to enforce elsewhere. Recent practice in Germany and the UPC, for example, has been openly skeptical of U.K. interim-license decisions in domestic injunction cases and has expressly rejected their force in German and European SEP infringement actions.[17][18]

Takeaways

Along with TROs and ASIs, interim licenses have emerged as a novel but still exceptional tool in global SEP/FRAND disputes, particularly in the U.K., where courts have taken the lead in shaping the practice. They can preserve market access for implementers and provide early monetization for SEP owners while also signaling good faith in licensing negotiations.

Particularly where immediate injunction risks are not present, interim licenses can help streamline complex disputes and facilitate global settlements. Yet, recent German and UPC decisions threaten the availability of interim licenses as a remedy in global SEP disputes.

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[1] Alcatel Lucent SAS v. Amazon Digital UK Ltd. & Ors [2025] EWCA Civ 43, ¶ 16.

[2] Unwired Planet International Ltd. & Ors v. Huawei Technologies (UK) Co. Ltd. & Ors [2020] UKSC 37.

[3] Panasonic Holdings Corporation v. Xiaomi Technology UK Ltd & Ors [2024] EWCA Civ 1143, ¶ 101.

[4] Id.

[5] Alcatel Lucent SAS v. Amazon Digital UK Ltd & Ors [2025] EWCA Civ 43, ¶ 80.

[6] While Alcatel addressed "RAND obligations affecting patents declared essential to the [ITU-T standards] rather than FRAND obligations affecting SEPs declared essential to [ETSI] standards," the UK Court noted "that there is a substantial degree of similarity between content of a RAND obligation and that of a FRAND obligation" and did not suggest "any material difference between RAND and FRAND as concepts." *Id.*, ¶ 3.

[7] Lenovo Group Ltd & Ors v. Telefonaktiebolaget LM Ericsson (PUBL) & Anor [2025] EWCA Civ 182, ¶ 1.

[8] *Id.* ¶¶ 155, 157.

[9] Samsung Electronics Co Ltd & Anor v ZTE Corporation & Ors [2025] EWHC 1432 (Pat).

[10] *Id.* ¶ 71.

[11] *Id.* ¶¶ 161, 162.

[12] Netgear Inc. v. Huawei Technologies Co. Ltd., Case No. 2:24-cv-00824 (C.D. Cal. Jan. 30, 2024).

[13] Roku Inc. v. Access Advance LLC et al., Case No. 1:24-cv-13217, Dkt. 52 (D. Mass. July 22, 2025).

[14] Amazon.com Inc. & Ors v InterDigital VC Holdings Inc. & Ors, Claim No. HP-2025-000043 (Bus. & Prop. Cts. (Patents Ct), 20 Oct. 2025).

[15] Panasonic Holdings Corporation v. Xiaomi Technology UK Ltd & Ors [2024] EWCA Civ 1143, ¶ 68; Lenovo Group Ltd & Ors v. Telefonaktiebolaget LM Ericsson (PUBL) & Anor [2025] EWCA Civ 182, ¶ 155.

[16] In Panasonic, the UK Court of Appeal's decision in September 2024 was followed by a global settlement in October 2024 with the parties agreeing to the terms of a global FRAND license. In Alcatel, the January 2025 decision was followed by a license agreement settling all worldwide litigation in March 2025. In Lenovo, the Court's February 2025 decision was followed by a global patent cross-license agreement in April 2025.

[17] See, e.g., InterDigital VC Holdings Inc. & Ors v. Amazon.com Inc. & Ors, Nos. 21 O 12112/25 (Sept. 26, 2025); Samsung Electronics Co. Ltd. et al. v. ZTE Corporation, Case No. 3:25-cv-2000, D.I. 57-3, 57-4 (N.D. Cal., Jul. 18, 2025) (machine translation of Munich Regional Court opinion in ZTE Corporation v. Samsung Electronics Co. Ltd., Nos. 7 O 64/25 and 7 O 2750/25 (July 14, 2025)).

[18] InterDigital VC Holdings Inc. & Ors v. Amazon.com Inc. & Ors, UPC_CFI_936/2025.