

# NFC FORUM, INC.

## INTELLECTUAL PROPERTY RIGHTS POLICY

As approved on June 4, 2015

### 1. IPR Generally

#### 1.1 Purpose

NFC Forum, Inc. (the "Consortium") has adopted this Intellectual Property Rights Policy (the "IPR Policy") and related rules of procedure (the "Rules of Procedure") in order to minimize the possibility of inadvertent infringement of the IPR of Members by using or implementing any Consortium Specifications.

#### 1.2 Applicability

All Members and all Representatives are subject to this IPR Policy and the Rules of Procedure.

### 2. Definitions

<b>Term</b>	<b>Definition</b>
Controlled Necessary Claims	Necessary Claims that are owned by a Member and/or by any of its Related Parties, solely or jointly with any third party, where the Member or Related Party has the right to license or sublicense without requiring payment of a royalty or other compensation.
Draft Specification	A draft version of a Specification.
Implementers	Those Members and non-Members who desire to use or implement a Specification.
IPR	An abbreviation of "Intellectual Property Rights". As used in this IPR Policy, IPR means claims in utility and utility model patents and patent applications and copyrights, but excludes design patents, trademarks and trade secrets. trademarks, trademark applications and trade secrets are not included in any Member's licensing obligations.
Member	A Consortium member of any class.
Necessarily Infringed	Unavoidable infringement by an implementation of a Specification or part thereof, there being no technically feasible non-infringing alternative way to implement the Specification or part thereof without resulting in such infringement.

Necessary Claims	Means those claims under patents and/or patent applications (except design patents and/or design patent applications) anywhere in the world that would be Necessarily Infringed by the implementation of a body of a Specification and/or by the implementation of a part thereof, irrespective of whether the implementation of such body of a Specification and/or a part thereof is stipulated in the said Specification as optional or mandatory within the bounds of the Scope. Necessary Claims shall not include (i) any enabling technologies that may be necessary to make or use any product, or portion thereof, but are not themselves expressly set forth in either the body of the Specification (e.g., semiconductor technology, compiler technology, object oriented technology, operating system technology, user interface technology, biometric technology, display technology and the like); (ii) claims other than those set forth above even if contained in the same patent or patent application; (iii) normative references in the Specification to other existing standards and/or specifications; and (iv) or (iv) claims that read solely on any implementations of any portion of the Specification that are not within the bounds of the Scope.
Participant	Any Member that participates, by any means, in a Member Committee or Sub-Group as defined in the By-laws of the Consortium in connection with the development of a Specification.
RAND	Reasonable and non-discriminatory.
Reciprocity	The requirement that any Member's obligation to grant licenses under its Controlled Necessary Claims shall not be effective as to any other Member or Implementer which does not make its Controlled Necessary Claims for the same Specification available on reasonable terms to the first mentioned Member.
Related Party	Any entity which controls or is controlled by a Member or which, together with a Member, is under the common control of a third party, in each case where such control results from ownership, either directly or indirectly, of more than 50% of the voting rights in the entity in question.
Representative	Any individual that acts on behalf of a Member.
Scope	The protocols, command sequences, data exchange formats, analog signaling characteristics, power transfer methods using NFC carrier frequency, message encoding formats, NFC transmitter/receiver interfaces, NFC Controller and Device Host interfaces, tools, test scripts, and device and driver architectures solely to the extent disclosed with particularity in the Specification, where the sole purpose of such disclosure is to define, implement and utilize NFC devices or NFC Tags as described in such Specification.
Specification	A technical specification, and any annexes to such specification, that has been formally adopted by the Consortium. Unless the context otherwise requires, any reference to the adoption of a Specification shall also be deemed to apply to the adoption of an amendment to a Specification as well.

Submission	An affirmative and knowing technical contribution, in written or electronic form, with the intention that such contribution may be considered for inclusion in a Specification. A Submission may occur for example: as a result of an unsolicited offer to the Consortium of existing technology by a Member; in response to a general Consortium request for proposals; or from a Participant at any time during a technical process.
Submitters	Both Members as well as any Representative(s) making a Submission.

### **3. Controlled Necessary Claims**

#### **3.1 Member Obligations Regarding Controlled Necessary Claims**

In order to reduce the possibility of adopting a Specification that, if implemented and in the absence of an appropriate license, would infringe any Member Controlled Necessary Claims, the Consortium will require all Submitters, and Participants and other Members-to conform to the following rules, as supplemented by the Rules of Procedures.

For the avoidance of doubt, the licensing obligations regarding patent applications under this IPR Policy shall become effective only after such patent applications are granted; provided, however, that the obligation to elect license options pursuant to Section 3 of this IPR Policy shall apply to patent applications as well as patents and provided that such election will apply to patents issuing on patent applications, for which the election has been made.

#### **3.2 Submitters**

- (a) Any Submitter making a Submission must elect one of the following at the time of making a Submission:
  - i. Agree that, if the Draft Specification in connection with which the Submission is made is finally approved by the Consortium, the Submitter and each of its Related Parties will license all of its Controlled Necessary Claims that become such by reason of the incorporation of its Submission, in whole or in part, into the Specification, on an irrevocable, non-exclusive and worldwide basis, without compensation and otherwise on a RAND basis, to all Implementers solely for the purpose of implementing such approved Specification or a part thereof and subject to Reciprocity; or
  - ii. Agree to option (i) immediately above, except with regard to compensation and reserve the right to charge a royalty or other compensation on RAND terms.

If a Member or one of its Related Parties later owns one or more additional Controlled Necessary Claims under such Specification that are such by reason of the incorporation of such Member's Submission, in whole or in part, into such Specification, such Member will be deemed to have elected the same option with

respect to such Controlled Necessary Claims as it initially elected under this Section 3.2 (a) above.

A Submitter may elect one option above with respect to one or some Controlled Necessary Claim(s) and another option with respect to other Controlled Necessary Claim(s). In the case of Controlled Necessary Claims under non-public patent applications, the disclosure of such Controlled Necessary Claims need not be in such detail as would disclose any trade secrets.

- (b) Such election shall be made pursuant to a written declaration in the form of **Appendix A** to this IPR Policy.
- (c) Notwithstanding the above, if a Submitter has elected option 3.2 (a) (i) and any Member or Implementer elects to license its Controlled Necessary Claims subject to payment of a royalty or other compensation, then Submitter is entitled to unilaterally and retroactively change its election of the option set forth in Section 3.2 (a) (i) above under its Controlled Necessary Claims from a royalty free RAND license to a royalty bearing RAND license with respect to such Member or Implementer. In such case such Submitter will be able to collect such royalty from the Member or Implementer retroactively commencing on the date such Member or Implementer has elected to license such Controlled Necessary Claims subject to payment of a royalty or other compensation.

### **3.3 Participants, Non-Participants and New Members**

- (a) Every (x) Participant and non-Participant must elect one of the following at the time specified in the Rules of Procedure but in no event earlier than thirty (30) days from the date that a respective Draft Specification has been posted for final comments to all Members and (y) additionally, every new Member must elect one of the following with respect to each then existing Specification within six (6) weeks after joining the Consortium:
  - i. Royalty-Free RAND License. Agree that, if the Draft Specification is finally approved by the Consortium, it and each of its Related Parties will license all of its Controlled Necessary Claims that become such (other than as a result of such Member making a Submission) under the Draft Specification, on an irrevocable, non-exclusive and worldwide basis, without compensation and otherwise on a RAND basis, to all Implementers solely for the purpose of implementing such approved Specification or any part thereof and subject to Reciprocity; or
  - ii. RAND License with Royalty. Agree to option (i) immediately above, except with regard to compensation and reserve the right to charge a royalty or other compensation on RAND terms; or
  - iii. Withholding of License as to Identified Necessary Claims. Identify all Controlled Necessary Claims owned by it and/or its Related Parties under the Draft Specification in its then-current form (or Specification, as the case may be), as well as reasonably identify the portion of such document that would result

in such infringement, and indicate that no guarantee of a RAND license is being made (or that such rights will in fact be denied in some or all cases) as to such Controlled Necessary Claims. In the case of Necessary Claims under non-public patent applications, the disclosure of such claims need not be in such detail as would disclose any trade secrets.

**Notes:**

(1) With respect to Controlled Necessary Claims under the same Specification that are generated or acquired by Member after Member has returned its election form according to this Section 3.3 (a), Participant is deemed to have elected the same option as per this Section 3.3 (a) above.

(2) A Member may elect one option above with respect to one or some Controlled Necessary Claim(s) and another option with respect to other Controlled Necessary Claim(s)

(3) With respect to option (iii) above, a Submitter may not identify or withhold a RAND license to Controlled Necessary Claims under a Draft Specification that become such by reason of the incorporation of such Member's Submission, in whole or in part, into such Draft Specification.

- (b) Such election shall be made pursuant to a written declaration in the form of **Appendix B** to this IPR Policy.
- (c) Any Participant participating in any Member Committee or Sub-Group must make an election under Section 3.3 (a) above, even if such Participant leaves such Member Committee or Sub-Group. This obligation survives any termination of Participant's membership in the Consortium.
- (d) Notwithstanding the above, if a Member has elected option 3.3 (a) (i) and any Member or Implementer elects to license its Controlled Necessary Claims subject to payment of a royalty or other compensation, then such Member is entitled to unilaterally and retroactively change its election of the option set forth in Section 3.3 (a) (i) above under its Controlled Necessary Claims, from a royalty free RAND license to a royalty bearing RAND license with respect to such Member or Implementer. In such case such Participant will be able to collect such royalty from the Member or Implementer retroactively commencing on the date such Member or Implementer has elected to license its Controlled Necessary Claims subject to payment of a royalty or other compensation.
- (e) In the event that a Member terminates its membership, or its membership is terminated by the Consortium (a) during a Draft Specification comment period, it shall remain bound under this IPR Policy until the end of such period as if its membership had not terminated prior to the completion of such period, and (b) prior to the commencement of a comment period but while there are one or more Draft Specifications under development, it shall remain bound under this IPR Policy with respect to all of its patent claims that would become Necessary Claims if such Draft

Specification(s) were adopted in their then current form, provided, however, that such a Member shall have the right to provide notice of its unwillingness to provide a License as to certain claims in any of its Patents that would only become Necessary Claims if the most recently posted version of such Draft Specification(s) were adopted as of the date of such termination (i.e., infringement would necessarily result only as a result of the revisions or additions first reflected in such version), and provided further that (i) such Member does so by identifying such Necessary Claims together with the sections of the Draft Specification that would result in such infringement using the form attached to this IPR Policy as Appendix B, and delivers such form to the Consortium Secretary within fifteen (15) days prior to the effective date of its termination, and (ii) such form shall not include any Necessary Claims encompassed by such Member's Contributions.

### **3.4 Patent Calls**

At the beginning of every in-person meeting and teleconference that occurs as a part of the technical process, and at any other appropriate time in the course of electronic collaboration as may be provided for under the Rules of Procedure, the following Patent Call shall be read:

Please be aware that this meeting is being held under the Intellectual Property Rights Policy adopted by the Consortium. If you do not have a copy of this policy, please see me during this meeting. You may also view and download a copy of that policy from the Consortium website.

At this time, I would ask that anyone in attendance inform me if they are personally aware of any claims under any patent applications or issued patents that would likely be infringed by an implementation of the Specification which is the subject of this meeting. You need not be the inventor under such patent or patent application in order to inform us of its existence, nor will you be held responsible for expressing a belief that turns out to be inaccurate.

### **3.5 Refusals to License**

In the event that any Member identifies any Controlled Necessary Claim(s) under Section 3.3(a)(iii) before or after the Draft Specification to which such Controlled Necessary Claim(s) relate is finally approved by the Consortium, diligent efforts shall be made by the Sub-Group creating the Draft Specification to seek a technically feasible alternative that would not result in infringement of the Controlled Necessary Claim(s) in question or the Board of Directors of the Consortium will seek alternative means of resolution, consulting appropriate experts if and to the extent necessary in the reasonable judgment of the Board of Directors.

### **3.6 Withdrawal of Specifications**

In the event that any Specification is withdrawn by the Consortium, then all obligations of Members under existing licenses based on this IPR Policy to Controlled Necessary Claims with respect to such Specification shall remain in force, but the Board of Directors may decide to release all obligations to provide future licenses on RAND terms, with such obligations to terminate on a date to be approved by the Board of Directors.

### **3.7 Failure to Make Licensing Elections**

In the event that a Member fails to timely return a signed and completed election form as required by Section 3.3 (b) above, then such Member shall be deemed to have elected to license, or to cause its Related Party(s) to license, all of its Controlled Necessary Claims (including those owned by its Related Parties) under the Specification in question, with the terms to be as set forth in Section 3.2 (a) (ii) (in the case of a Submitter) or Section 3.3 (a) (ii) (in the case of a Participant, non-Participant, or new Member) above. In the event that such Member or a Related Party of such Member shall later bring an infringement action against any Implementer with respect to such a Controlled Necessary Claim(s), the Consortium shall have no obligation to intervene, but such Implementer shall be entitled to claim protection, and assert a complete defense against such action, under this Section 3.7 as an intended third party beneficiary.

### **3.8 Ownership of Collaborative Work Product**

Ownership of IPR's in that portion of any Specification that is collaboratively created in the course of the Consortium's technical process (i.e., that is not a formal Submission) shall collectively belong to the Members which have collaborated in creating it, provided, however, that no Participant shall be deemed to have made a Submission of pre-existing IPR owned by such Participant and/or Related Parties thereof, unless it has utilized the form attached to this IPR Policy as **Appendix A** (in which case the copyright in such Submission is subject to Section 4.2 below).

### **3.9 Document Notations**

Any Draft Specifications, or published Specifications, shall include a notice substantially as follows:

"THIS SPECIFICATION IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF THIS SPECIFICATION SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND NEITHER THE CONSORTIUM, NOR ANY OF ITS MEMBERS, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY IMPLEMENTER FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THIS SPECIFICATION, NOR SHALL THE CONSORTIUM OR ANY OF ITS MEMBERS HAVE ANY RESPONSIBILITY FOR IDENTIFYING ANY IPR."

### **3.10 Patent Searches**

In no event shall the Consortium, or any Member be obligated to conduct any patent searches regarding any Necessary Claims that may be infringed by any implementation of a Draft Specification or Specification.

### **3.11 Transfers of Necessary Claims**

(a) Each Member and Participant agrees that it will not transfer, and has not transferred, patents or published patent applications having Necessary Controlled Claims solely for the purpose of circumventing such Member or Participant's obligations under this IPR Policy.

(b) No party bound by this Policy shall transfer any patent or patent application having Controlled Necessary Claims, except to a successor that agrees in writing to (i) be bound by all commitments previously made by the direct or indirect transferor(s) under this IPR Policy with respect to such patent or patent application, and (ii) include the obligations set forth in this Section 3.10 in any document of transfer relating to such patent or application in the event that it later transfers the same. These obligations are intended to be binding on successors-in-interest regardless of whether such provisions are actually included in the relevant transfer documents.

## **4. Copyrights**

### **4.1 Copyright in Specifications**

The copyright in all Specifications shall, subject to Section 4.2 below, belong to the Consortium.

### **4.2 Contributions of Copyrighted Materials**

Those who contribute their copyrighted materials to the Consortium shall retain copyright ownership of their original work, while at the same time granting the Consortium unrestricted, worldwide, irrevocable and fully paid up rights to publish, reproduce, revise and, modify such works and to create derivative works thereof, as well as the right to sublicense such rights solely for the purpose of implementing any Specifications and the purpose of the Consortium as set out in Section 1.4 of the By-laws. The Consortium shall not be obliged to explicitly acknowledge any of the relevant copyright owners in the Draft Specifications and Specifications.

A copyright notice on the Draft Specifications and Specifications shall substantially read as follows:

“© 20XX NFC Forum, Inc. and its licensors. All rights reserved.”

## **5. Trade Secrets**

Any Member will not be expected to reveal trade secret information in the course of participation in any Consortium activity, nor will they be asked by the Consortium to sign non-disclosure agreements. The Consortium will not be held responsible for the disclosure of any Member's or non-Member's trade secrets, regardless of the circumstances.

## **6. Trademarks**

### **6.1 Consortium Trademarks**

Trademarks created by the Consortium, registered or otherwise, are the property of the Consortium. Use of Consortium trademarks shall be governed by such policies, procedures and guidelines as may be established and approved by the Consortium from time to time, and applicable law.

## **6.2 Non-Consortium Trademarks**

The Consortium's use of third-party trademarks, registered or otherwise, shall be governed by such policies, procedures and guidelines as may be established and approved by the owners of such trademarks, and applicable law.

**Appendix A**

**NFC FORUM, INC.**

**SUBMISSION OF TECHNOLOGY FORM**

**NOTE:** All blanks must be completed in order for this Submission to be given consideration. This submission is subject to the Intellectual Property Rights Policy (the "IPR Policy") of NFC Forum, Inc. (the "Consortium"), and the Rules of Procedure of the Consortium (collectively, both such documents being referred to below as the "Policies and Procedures"). *All capitalized terms used in this form are intended to have the meanings given to them in Section 2 of the IPR Policy of the Consortium.*

<b>Name of Submitter:</b>	
<b>Name of Representative Completing this Form on Behalf of Submitter:</b>	
<b>Mailing Address of Representative:</b>	
<b>Email Address of Representative:</b>	
<b>Draft Specification and RFP (if any) to which this Submission relates:</b>	

A. The Representative hereby represents the following on behalf of him/herself and the Submitter, as the context requires:

1. The Representative is authorized to make the Submission attached hereto as Exhibit A on behalf of the Submitter, and to make the following representations and warranties.
2. The Submitter has reviewed the Policies and Procedures and agrees that its Submission is being made in full compliance with the same.
3. The Submitter and each of its Related Parties hereby irrevocably agrees that if its Submission is incorporated, either in whole or in part, into the Draft Specification referenced above, and if the Draft Specification in connection with which the Submission is made is finally approved by the Consortium, that on request it will license IPR on the following terms (**Note:** A Submitter *must* elect one of the following using Exhibit B):

**NOTE: ELECTIONS MADE BY SUBMITTER MAY NOT BE REVOKED OR CHANGED AFTERWARDS**

i. The Submitter and each of its Related Parties will license all of its Controlled Necessary Claims that become such by reason of the incorporation of the Submitter's Submission, in whole or in part, into the Specification on an irrevocable, non-exclusive and worldwide basis, without compensation and otherwise on a RAND basis, to all Implementers solely for the purpose of implementing such approved Specification or a part thereof and subject to Reciprocity; or

ii. The Submitter and each of its Related Parties agrees to option (i) immediately above, except with regard to compensation and reserve the right to charge a royalty or other compensation on RAND terms.

A Submitter may elect (On Exhibit B) one option above with respect to one or some Controlled Necessary Claim(s) and another option with respect to other Controlled Necessary Claim(s). In the case of Controlled Necessary Claims under non-public patent applications, the disclosure of such Controlled Necessary Claims need not be in such detail as would disclose any trade secrets.

**NOTE: ELECTIONS (I) OR (II) CAN BE MADE FOR EACH NECESSARY CLAIM, EVEN IF IN THE SAME PATENT OR PATENT APPLICATION. FURTHERMORE, ELECTIONS (I) AND (II) CAN BE MADE FOR EACH DRAFT SPECIFICATION EVEN IF THE SAME NECESSARY CLAIM IS APPLICABLE FOR DIFFERENT DRAFT SPECIFICATIONS.**

4. The Submitter contributes its Submission and the copyrighted materials contained therein to the Consortium. The Submitter shall retain copyright ownership of its original work, while at the same time granting the Consortium unrestricted, worldwide, irrevocable and fully paid up rights to publish, reproduce, revise and, modify such works and to create derivative works thereof, as well as the right to sublicense such rights solely for the purpose of implementing any Specifications. This agreement shall not in any way deprive the Submitter of any patent claims or other IPR relating to the technology to which its Submission relates.

5 With respect to all Controlled Necessary Claims of the Member or any of its Related Parties that become such by reason of the incorporation of this Submission, in whole or in part, in the Specification, Submitter will be deemed to have elected the same option (i) or (ii) as per Section A.3. above.

B. The Consortium, in accepting this Submission, acknowledges the following:

**EXCEPT AS SPECIFICALLY PROVIDED FOR ABOVE, THIS SUBMISSION IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED,**

EXCEPT TO THE EXTENT OF KNOWING FALSITY IN ANY STATEMENT MADE ABOVE. ANY IMPLEMENTATION OF ANY SPECIFICATION INCORPORATING THIS SUBMISSION IN WHOLE OR IN PART SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND THE SUBMITTER SHALL HAVE NO LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER DIRECTLY OR INDIRECTLY ARISING FROM SUCH IMPLEMENTATION, EXCEPT AS A RESULT OF ANY KNOWING FALSITY IN ANY STATEMENT MADE ABOVE.

This submission has been made on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Submitter

By: \_\_\_\_\_  
Signature of Representative

Name: \_\_\_\_\_

**Exhibit Index:**

A: Submission

B: Necessary Claims

**Exhibit A**

SUBMISSION

Insert description of Submission in such detail as may from time to time be required under the Policies and Procedures:

## Exhibit B

### NECESSARY CLAIMS

1. Please select  one of the following:

- i. The Submitter and each of its Related Parties will license all of its Controlled Necessary Claims that become such by reason of the incorporation of this Submission, either in whole or in part, into the Specification, on an irrevocable, non-exclusive and worldwide basis, without compensation and otherwise on a RAND basis, to all Implementers solely for the purpose of implementing such approved Specification or a part thereof and subject to Reciprocity; or
- ii. The Submitter and each of its Related Parties agrees to option (i) immediately above, except with regard to compensation and reserve the right to charge a royalty or other compensation on RAND terms.

Appendix B

**NFC FORUM, INC.**

**INTELLECTUAL PROPERTY RIGHTS ELECTION FORM**

**NOTE:** All blanks must be completed in order for this election form to be given consideration. This election form is subject to the Intellectual Property Rights Policy (the "IPR Policy") of NFC Forum, Inc. (the "Consortium"), and the Rules of Procedure of the Consortium (collectively, both such documents being referred to below as the "Policies and Procedures"). *All capitalized terms used in this form are intended to have the meanings given to them in Section 2 of the IPR Policy of the Consortium.*

<b>Name of Member:</b>	
<b>Name of Representative Completing this Form on Behalf of Member:</b>	
<b>Mailing Address of Representative:</b>	
<b>Email Address of Representative:</b>	
<b>Draft Specification to which this Election Form relates:</b>	

The Representative hereby represents the following on behalf of him/herself and the Member, as the context requires:

1. The Representative is authorized to complete and submit this Election Form on behalf of the Member, and to make the following representations and warranties.
2. The Representative and the Member have each reviewed the Policies and Procedures, and agree that this Election Form is being completed and submitted in full compliance with the same.
3. The Member and each of its Related Parties hereby irrevocably agree that if the Draft Specification referred to above is finally adopted (***Note:** all Members through their Representative(s) must elect one of the following using Exhibit A*):

**NOTE: ELECTIONS MADE BY MEMBER MAY NOT BE REVOKED OR CHANGED AFTERWARDS**

- i. The Member and each of its Related Parties will license all of its Controlled Necessary Claims under the Draft Specification referred to above on an irrevocable, non-

exclusive and worldwide basis, without compensation and otherwise on a RAND basis, to all Implementers solely for the purpose of implementing such approved Specification or a part thereof and subject to Reciprocity; or

ii. The Member and each of its Related Parties agrees to option (i) immediately above, except with regard to compensation and reserve the right to charge a royalty or other compensation on RAND terms, or

iii. The Member identifies certain Controlled Necessary Claims owned by it and/or its Related Parties under the Draft Specification or Specification (as the case may be), as well as reasonably identifies the portion(s) of such document that would result in such infringement, and indicates that no guarantee of a RAND license is being made (or that such rights will in fact be denied in some or all cases) as to such Controlled Necessary Claims. In the case of Controlled Necessary Claims under non-public patent applications, the disclosure of such claims need not be in such detail as would disclose any trade secrets.

A Member may elect (on Exhibit B) one option above with respect to one or some Controlled Necessary Claim(s) and another option with respect to other Controlled Necessary Claim(s) In case of Controlled Necessary Claims under non-public patent applications, the disclosure of such Controlled Necessary Claims need not be in such detail as would disclose any trade secrets.

NOTE: ELECTIONS (I) AND (II) AS WELL AS THE ELECTION NOT TO LICENSE CAN BE MADE FOR EACH NECESSARY CLAIM, EVEN IF IN THE SAME PATENT OR PATENT APPLICATION. FURTHERMORE, ELECTIONS (I) AND (II) AS WELL AS THE ELECTION NOT TO LICENSE CAN BE MADE FOR EACH DRAFT SPECIFICATION EVEN IF THE SAME NECESSARY CLAIM IS APPLICABLE FOR DIFFERENT DRAFT SPECIFICATIONS.

4. With respect to all Controlled Necessary Claims under the Draft Specification referred to above, that are later owned by Member or any of its Related Parties, the Member will be deemed to have elected the same option (i) or (ii) as per Section 3. above.

This Election Form has been submitted on \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Name of Member

By: \_\_\_\_\_  
Signature of Representative

Name: \_\_\_\_\_

**Exhibit A**

NECESSARY CLAIMS

**1. Please select  one of the following:**

- i. The Member and each of its Related Parties will license all patent claims Owned by it or any of its Related Parties that become Controlled Necessary Claims under the Draft Specification referred to above on an irrevocable, non-exclusive and worldwide basis, without compensation and otherwise on a RAND basis, to all Implementers solely for the purpose of implementing such approved Specification or a part thereof and subject to Reciprocity; or
- ii. The Member and each of its Related Parties agrees to option (i) immediately above, except with regard to compensation and reserve the right to charge a royalty or other compensation on RAND terms; or
- iii. The Member identifies certain patent claims Owned by it or any of its Related Parties which, if they become Controlled Necessary Claims under the Draft Specification or Specification (as the case may be), as well as reasonably identifies the portion(s) of such document that would result in such infringement, and indicates that no guarantee of a RAND license is being made (or that such rights will in fact be denied in some or all cases) as to such Controlled Necessary Claims. In the case of Controlled Necessary Claims under non-public patent applications, the disclosure of such claims need not be in such detail as would disclose any trade secrets.

2. List below all Controlled Necessary Claim(s), which shall be subject to option (iii) above by identifying such specific Controlled Necessary Claim(s) and by reasonably identifying the portion(s) of said Draft Specification, to which such Controlled Necessary Claim(s) relate.

<b>Jurisdiction and Patent (Application) Number</b>	<b>Necessary Claim</b>	<b>Affected Portion of Draft Specification</b>
