

T-Engine Forum Intellectual Property Right (IPR) Policy

(Ver. 1.0)

This document is English translation from Japanese original and provided solely for reference. In case of any discrepancy between the Japanese original and this English translation, the Japanese original shall prevail.

[Purpose]

This document specifies the official policy of the Forum with respect to patents and utility models (hereinafter called the "IPRs"), which are owned by Members or Non-members of the Forum and covers the Forum Standards, in the process of producing the Forum Standards.

[Policy Objectives]

In order to promote the implementation of the Forum Standards, it is desirable to make the IPRs available to many people with royalty free as far as possible even if whole or any part of the Forum Standards contains the subject of the IPRs owned by the Members, at the same time, in view of the respect for the IPRs it is not desirable to unreasonably impose obligations on the Members in connection with the IPRs they hold.

With acceptance on this point, the Forum hereby establishes the policy for the handling of the IPRs in the case where whole or any part of the Forum Standards involves the subject of the IPRs.

Section I General Rule

Article 1 Definition

1.1 "Forum" means the T-Engine Forum, including the Ubiquitous ID Center.

1.2 "Forum Standards" means specific standards and technical specifications established by the Forum with respect to the T-Engine, the Ubiquitous ID Center and ucode, the scope of which is to be determined by a standardization committee in the Forum.

1.3 “Working Group Draft” means a draft of the Forum Standards discussed and determined by a working group in charge of the development of the Forum Standards.

1.4 “Final Draft” means a final draft of the Forum Standards which has been deliberated by the standardization committee after confirmation of an IPR declaration regarding the Working Group Draft.

1.5 “Essential Claim” means any claim in any patent, utility model and published application thereof throughout the world (hereinafter collectively called the "Patent") that would necessarily be infringed by implementation of a Forum Standard, provided that a claim is necessarily infringed only when there is no technically available and non-infringing alternative for implementing the Forum Standard.

1.6 “Member” means a member, an officer and a secretariat of the Forum specified in the Articles of Association of the Forum.

1.7 “Working Group Participating Member” means a Member who participates in the discussion of a Working Group Draft in a working group. Any Member who joins in the working group before the working group determines the Working Group Draft shall equally be deemed the Working Group Participating Member in connection with the Working Group Draft.

1.8. “IPR Holder” means any right holder of the Patent containing the Essential Claim.

1.9 “Establishment of the Forum Standards” means the time when a Final Draft is approved by an executive committee in the Forum. The term "Establishment of the Forum Standards" shall include establishment of newly approved Forum Standards and revision thereof.

1.10 “Use of the Forum Standards” means acts which meet both of the following two requirements:

- (i) to manufacture, have a third party manufacture, use, import, sell, lease, offer to sell, and otherwise dispose of products which, in

whole or in part, rely fully on the Forum Standards; and

(ii) to display an indication to be designated by the Forum on the products set forth in paragraph (i) above when manufacturing, having a third party manufacture, using, importing, selling, leasing, offering to sell, and otherwise disposing of the products.

Any entity which meets both of the requirements set forth in (i) and (ii) above shall be referred to as the "User of the Forum Standards".

1.11 "Licensing Conditions" means the following conditions:

(1) an IPR Holder will not claim its right under the Essential Claim and shall grant a license to the Essential Claim without any conditions to all the Users of the Forum Standards whether or not they are the Members within the limits of the Use of the Forum Standards.

(2) an IPR Holder shall grant a license to the Essential Claim with reasonable and non-discriminatory terms and conditions within the limits of the Use of the Forum Standards to all the Users of the Forum Standards whether or not they are the Members, subject to any of the followings:

- (i) entrusting the handling of the Patent to the Forum or any third party appointed by the Forum;
- (ii) entering into an individual agreement; or
- (iii) complying with the handling of the Patent by existing standardization bodies.

(3) an IPR Holder shall select neither (1) nor (2) above regarding the Essential Claim.

Section II Possible Declarations by IPR Holder

Article 2 Declaration before Establishment of Forum Standards

2.1 In the event that whole or any part of a Working Group Draft in a working group is covered by the subject of an Essential Claim owned by a Working Group Participating Member in the working group, the Working Group Participating Member may, as an IPR Holder, declare the Licensing Condition set forth in either

paragraph (1) or (2) of Article 1.11, and if the IPR Holder declares the Licensing Condition set forth in paragraph (2), it shall have two (2) weeks after the Establishment of the Forum Standard to select any of options (i), (ii) or (iii) therein.

2.2 In the event that whole or any part of a Working Group Draft in a working group is covered by the subject of an Essential Claim owned by a Member who is not participant in the working group (hereinafter referred to as "Working Group Non-participating Member"), the Working Group Non-participating Member may, as an IPR Holder, declare any of the Licensing Conditions set forth in paragraphs (1), (2) and (3) of Article 1.11, and if the IPR Holder declares the Licensing Condition set forth in paragraph (2), it shall have two (2) weeks after the Establishment of the Forum Standard to select any of options (i), (ii) and (iii) therein.

2.3 If a Working Group Participating Member in a working group who is an IPR Holder resigns from the working group before the determination of a Working Group Draft in the working group, the Working Group Participating Member shall follow the same procedures specified in Article 2.1 with respect to the one part of the Working Group Draft that was present in a working group draft under development at the time of the Working Group Participating Member's resignation, and follow the same procedures specified in Article 2.2 with respect to the other part of the Working Group Draft.

2.4 If any dispute arises in connection with "the one part of the Working Group Draft that was present in a working group draft under development at the time of the Working Group Participating Member's resignation " mentioned in Article 2.3 above, such dispute shall be settled by an IPR committee in the Forum based on documents including the minutes prepared by a working group.

Article 3 Declaration after Establishment of Forum Standards

3.1 If it is found that whole or any part of a Forum Standard developed in a working group is covered by the subject of an Essential Claim owned by a Working Group Participating Member in the working group after the Establishment of the Forum Standard, the Working Group Participating Member shall follow the same procedures specified in Article 2.1.

3.2 If it is found that whole or any part of a Forum Standard developed in a

working group is covered by the subject of an Essential Claim owned by a Working Group Non-participating Member in the working group after the Establishment of the Forum Standard, the Working Group Non-participating Member shall follow the same procedures specified in Article 2.2, provided, however, that if special circumstances to be considered a breach of good faith exists, the Working Group Non-participating Member may not declare the Licensing Condition set forth in paragraph (3) of Article 1.11.

3.3 If it is found that whole or any part of a Forum Standard is covered by the subject of an Essential Claim owned by any entity which is not the Member ("Non-member"), the Non-member may, as an IPR Holder, declare any of the Licensing Conditions set forth in paragraphs (1), (2) and (3) of Article 1.11.

Article 4 Reciprocity

4.1 In the event that a User of a Forum Standard, whether or not he/she is the Member, owns a Patent which contains an Essential Claim covering whole or any part of the Forum Standard and declares the Licensing Condition set forth in paragraph (3) of Article 1.11 under its right to the Essential Claim pursuant to this Section II (including the case where he/she claims infringement of patent or utility model rights based on the Essential Claim without making a declaration for the Licensing Conditions), any IPR Holder who declares the Licensing Conditions set forth either in paragraph (1) or (2) of Article 1.11 may exclude such a User from the User of the Forum Standard under either paragraph (1) or (2).

4.2 In the event that a User of a Forum Standard, whether or not he/she is the Member, takes or likely to take legal proceedings against a Member in connection with patent or utility model rights, the Member who declares the Licensing Conditions set forth either in paragraph (1) or (2) of Article 1.11 may exclude such a User from the User of the Forum Standard under either paragraph (1) or (2).

Section III Adoption of Forum Standards

Article 5 Stage before Establishment of Forum Standards

5.1 The Forum shall include the subject of an Essential Claim into a Final Draft if, in accordance with Article 2.1, the IPR Holder declares any of the Licensing

Conditions set forth in paragraph (1), options (i) and (ii) of paragraph (2) of Article 1.11, or shall exclude the subject of an Essential Claim from a Final Draft if, in accordance with Article 2.1, the IPR Holder declares the licensing condition set forth in option (iii) of paragraph (2) of Article 1.11 unless a standardization committee consents to such a Final Draft as that includes such an Essential Claim.

5.2 The Forum shall include subject of an Essential Claim into a Final Draft if, in accordance with Article 2.2, the IPR Holder declares any of the Licensing Conditions set forth in paragraph (1), options (i) and (ii) of paragraph (2) of Article 1.11, or shall exclude the subject of an Essential Claim from a Final Draft if, in accordance with Article 2.2, the IPR Holder declares the Licensing Condition set forth in either option (iii) of paragraph (2) or paragraph (3) of Article 1.11, provided, however, that when the IPR Holder declares the Licensing Condition set forth in option (iii) of paragraph (2), the Final Draft shall be adopted with inclusion of the subject of an Essential Claim if a standardization committee consents thereto.

Article 6 Stage after Establishment of Forum Standards

6.1 The Forum shall maintain a Forum Standard with the inclusion of the subject of an Essential Claim if, in accordance with Article 3.1, the IPR Holder declares any of the Licensing Conditions set forth in paragraph (1), options (i) and (ii) of paragraph (2) of Article 1.11, or shall exclude the subject of an Essential Claim from a Forum Standard if, in accordance with Article 3.1, the IPR Holder declares the Licensing Condition set forth in option (iii) of paragraph (2) of Article 1.11 unless a standardization committee consents to such a Forum Standard as that includes such an Essential Claim.

6.2 The Forum shall maintain a Forum Standard with the inclusion of the subject of an Essential Claim if, in accordance with Article 3.2, the IPR Holder declares any of the Licensing Conditions set forth in paragraph (1), options (i) and (ii) of paragraph (2) of Article 1.11, or shall exclude the subject of an Essential Claim from a Forum Standard if, in accordance with Article 3.2, the IPR Holder declares the Licensing Condition set forth in either option (iii) of paragraph (2) or paragraph (3) of Article 1.11, provided, however, that when the IPR Holder declares the Licensing Condition set forth in option (iii) of paragraph (2), the Final Draft shall be maintained with inclusion of the subject of an Essential Claim if a standardization committee consents thereto.

6.3 The Forum shall maintain a Forum Standard with the inclusion of the subject of an Essential Claim if, in accordance with Article 3.3, the IPR Holder declares any of the Licensing Conditions set forth in paragraph (1), options (i) and (ii) of paragraph (2) of Article 1.11, or shall exclude the subject of an Essential Claim from a Forum Standard if, in accordance with Article 3.3, the IPR Holder declares the Licensing Condition set forth in either option (iii) of paragraph (2) or paragraph (3) of Article 1.11, provided, however, that when the IPR Holder declares the Licensing Condition set forth in option (iii) of paragraph (2), the Final Draft shall be maintained with inclusion of the subject of an Essential Claim if a standardization committee consents thereto.

Article 7 Responsibility of the Forum

The Forum shall not be responsible for confirming an IPR Holder in connection with any Working Group Drafts and Forum Standards. In no event shall the Forum be liable for any dispute which may arise in connection with an Essential Claim, provided, however, that the Forum will, upon request of a Member, cooperate with the Member in such dispute to the extent possible.

Article 8 Obligation of Member

In no event shall a Member be obligated to confirm as to whether the subject of an Essential Claim owned by the Member covers whole or any part of Working Group Drafts and Forum Standards.

Article 9 Withdrawal of Working Group Draft

In the event that a Working Group Draft does not become a Forum Standard, a declaration of the Licensing Conditions made by an IPR Holder under Article 2 shall be deemed to have been revoked.

Article 10 Assignment

10.1 In the event that a Member assigns its right to the Patent containing the Essential Claim owned as an IPR Holder to a third party due to transfer of its business or for any other reason after making a declaration of the Licensing Conditions, the Member shall make all the rights and obligations under the declaration succeeded to

the third party accordingly.

10.2 In the event that a Member assigns its right to the Patent containing the Essential Claim owned as an IPR Holder to a third party in accordance with transfer of its business or for any other reason before declaring the Licensing Conditions, the Member shall make all the rights and obligations under this IPR Policy succeeded to the third party accordingly.

Article 11 Withdrawal from Member

Any declaration of the Licensing Conditions made by a Member in accordance with the procedure set forth in Section II shall survive even after the resignation of the Member from the Forum.

Article 12 Procedure

12.1 All the specific procedures for the case where whole or any part of a Working Group Draft is covered by an Essential Claim held by any IPR Holder will be provided for in the "Rules for Implementation of IPR Policy".

12.2 The details of this IPR Policy will be provided for in the "Rules for Implementation of IPR Policy".

Article 13 Effective Date of this IPR Policy

13.1 This IPR Policy is formed on March 3, 2005 and becomes effective after four (4) weeks, namely, as of April 1, 2005. If this IPR Policy is not acceptable to a Member at the time this IPR Policy is formed, the Member shall notify a Chairperson of the Forum in writing of that effect within the four(4)-week period. In this case, the Member resigns from the Forum with confidentiality obligation as provided for in the rules of membership of the Forum, provided, however, that this IPR Policy is deemed to have been accepted by any Member who fails to give such a notice within the four(4)-week period or who becomes a Member after this IPR Policy has been formed.

13.2 A Member, who has accepted this IPR Policy pursuant to Article 13.1 above, shall make the declaration set forth in Section II with respect to Forum Standards established without an IPR declaration not later than the effective date of this IPR

Policy. Any specific procedures for the declaration, including a reasonable limit of time for the declaration shall be separately determined by an executive committee.

Article 14 Revision of IPR Policy

14.1 Any doubts or change of circumstances relating to or arising out of this IPR Policy or any matters not provided for in this IPR Policy shall be discussed and settled in good faith between the Forum and the parties concerned.

14.2 Any supplement to or revision of this IPR Policy shall be made in writing and disclosed to all the Members and Non-members of the Forum immediately after such a supplement or a revision is formed through a procedure based on the procedure set forth in Article 13.1.