

AXIe CONSORTIUM - PATENT POLICY

1. If, in exceptional situations, technical reasons justify such a step, there is no objection in principle to preparing a Standard in terms which include the use of items covered by patent rights – defined as patents, utility models and other statutory rights based on inventions, including any published applications for any of the foregoing – even if the terms of the standard are such that there are no alternative means of compliance. The rules given below shall be applied.
2. If technical reasons justify the preparation of a proposed Standard document which include the use of items covered by patent rights, the following procedures shall be complied with:
 - 2.1. The committee chairman (“Chairman”) leading the effort to create a new proposed Standard document shall draw the attention of the committee to any patent rights which the Chairman considers may be necessary to implement any item of the proposed Standard document. Any party involved in the preparation or review of a proposed Standard document shall draw the attention of the committee to any patent rights of which it becomes aware during any stage in the development of the proposed Standard document.
 - 2.2. If the proposed Standard document is accepted on technical grounds, any AXIe Member who is also a holder of identified patent rights (“Holder”) shall submit upon Chairman request a statement substantially in the form of the attached **Patent Statement and Licensing Declaration for AXIe Consortium Members** that the Holder would be either:
 - 1) willing to negotiate licenses on a royalty-free basis or on reasonable and non-discriminatory terms and conditions under their patent rights with AXIe Consortium Members and non-members who have been licensed to use the AXIe Consortium trademark(s) in those countries where the Holder holds patent rights; or 2) unwilling to license particular patents or patent application (although this second option is not available to a Holder with respect to any patent or patent application resulting out of collaboration within the AXIe Consortium or resulting out of proposals made by the Holder to the committee). Such negotiations are left to the licensor/licensee parties concerned and are performed outside the AXIe Consortium framework. A record of the Holder's statement shall be maintained and published by the AXIe Consortium as appropriate, and shall be referred to in the introduction to the Standard document. If the Holder does not provide a Patent Statement and Licensing Declaration, the committee concerned shall not proceed with inclusion of an item covered by a patent right held by Holder in the Standard document without authorization from the AXIe Consortium Board
 - 2.3. If the proposed Standard document is accepted on technical grounds, members who have not been identified as patent holders shall submit upon Chairman request a statement substantially in the form of the attached **No Necessary Patents Statement and Licensing Declaration for AXIe Consortium Members** that the member will disclose patents which are later discovered or acquired and would be willing to negotiate licenses on reasonable and non-discriminatory terms and conditions under their rights in such later discovered patents with AXIe Consortium Members and non-members who have been licensed to use the AXIe Consortium trademark(s), in those countries where the member holds patent rights,. Such negotiations are left to the licensor/licensee parties concerned and are performed outside the AXIe Consortium framework. A record of the member's statement shall be maintained and published by the AXIe Consortium as appropriate. If the member does not provide such a statement, the committee concerned shall not proceed without authorization from the AXIe Consortium Board
 - 2.4. A Standard document shall not be published until either a **Patent Statement and Licensing Declaration** or a **No Known Patent Statement and Licensing Declaration**

has been received from each AXIe Consortium Member, unless the AXIe Board gives authorization. No AXIe Consortium Member shall be required to grant any patent rights to another member who has been identified by the AXIe Board as not having submitted either an executed **Patent Statement and Licensing Declaration** or an executed **No Known Patent Statement and Licensing Declaration**.

3. Should it be revealed after publication of a Standard document that licenses under patent rights, which appear to be necessary to practice for compliance with the Standard document, cannot be obtained under reasonable and non-discriminatory terms and conditions, the normative document shall be referred back to the relevant committee for further consideration.
4. All drafts of the Standard document submitted for comment shall include on the cover page the following text: "Recipients of this draft are invited to submit, with their comments, notification of any relevant patent rights of which they are aware and to provide supporting documentation."
5. A published Standard document, for which no patent rights are identified during the preparation thereof, shall contain the following notice in the foreword: "Attention is drawn to the possibility that some of the elements of this document may be the subject of patent rights. AXIe Consortium shall not be held responsible for identifying any or all such patent rights."
6. A published Standard document for which patent rights have been identified during the preparation thereof, shall include the following notice in the introduction: "The AXIe Consortium draws attention to the fact that it is alleged that compliance with this document may require practice of one or more patent claims concerning (...subject matter...) given in (...sub-clause...). The AXIe Consortium takes no position concerning the evidence, validity and scope of this patent right. The holder of this patent right has assured the AXIe Consortium that they are willing to negotiate licenses under reasonable and non-discriminatory terms and conditions with licensees of the AXIe Consortium trademark . In this respect, the statement of the holder of this patent right is registered with the AXIe Consortium. Information may be obtained from:

... name of holder of patent right ...
... address ...

Attention is drawn to the possibility that some of the elements of this document may be the subject of patent rights other than those identified above. The AXIe Consortium shall not be held responsible for identifying any or all such patent rights."

7. AXIe Trademark License. If the AXIe Consortium licenses use of its trademark(s) to non-members to show compliance with the Standard, as a condition of such trademark license the trademark licensee shall be required to submit a statement substantially in the form of the attached **Patent Statement and Licensing Declaration for AXIe Trademark Licensees**. A record of the trademark licensee's statement shall be maintained and published by the AXIe Consortium as appropriate, and shall be referred to in the introduction to the Standard document. No AXIe Consortium Member or AXIe Trademark Licensee shall be required to license patents to a AXIe Trademark Licensee who has not submitted a statement under this provision.

Patent Statement and Licensing Declaration for AXIe Consortium Members

This declaration does not represent an implied license grant

Please return to”
AXIe Consortium
361 Second Ave., #203
PO Box 1016
Niwot, CO 80544-1016
USA
AXIe FAX: 303-652-1444

Patent Holder/Organization:

Legal Name:

Contact for license application:

Name
Department
Address
Tel.
E-mail

AXIe Consortium Standard including specific version number – “Standard”:

Number: Rev 1.1
Title: AXIE Standard Rev. xx, xxx xx, 2009

Number: Rev x.x
Title: AXIe Specifications Rev x.x, xxx xx, 2009

Licensing Declaration

The AXIe Member believes that it holds certain Patent Rights (issued patents and pending patent applications which are held as of the date of execution hereof, and any later filed patent application or issued patents which have a priority date preceding the adoption date of the Standard , the use of which would be required to implement the Standard) and hereby declares, in accordance with the AXIe Consortium Patent Policy, that (check one box only).

1. The AXIe Member will grant a royalty-free license on a non-discriminatory basis to an unrestricted number of: a) AXIe Consortium Members who have executed and submitted a Patent Statement and Licensing Declaration or a No Known Patent Statement and Licensing Declaration, and b) non-members who have been licensed to use the AXIe Consortium trademark(s) and who have executed and submitted a Patent Statement and Licensing Declaration for AXIe Trademark Licensees, to use Patent Rights which are reasonably necessary to manufacture, use, import, offer for sale, and/or sell implementations of the Standard in those countries where the AXIe Member has Patent Rights. Mark here if the AXIe Member's willingness to license is conditioned on reciprocity for the Standard or preceding versions thereof.* Negotiations of licenses are left to the parties concerned and are performed outside the AXIe Consortium. Such licenses may contain representations, warranties, covenants and conditions as are customary for license agreements of such nature and if the parties fail to reach agreement on such terms, then the AXIe Member shall have no obligation to grant the license.

2. The AXIe Member will grant a license on a non-discriminatory basis and on reasonable terms and conditions to an unrestricted number of: a)AXIe Consortium Members who have executed and submitted a Patent Statement and Licensing Declaration or a No Known Patent Statement and Licensing Declaration, and b) non-members who have been licensed to use the AXIe Consortium trademark(s) and who have executed and submitted a Patent Statement and Licensing Declaration for AXIe Trademark Licensees, to use the Patent Rights reasonably necessary in order to manufacture, use, and/or sell implementations of the Standard in those countries where the AXIe Member has Patent Rights. Mark here if the AXIe Member's willingness to license is conditioned on reciprocity for the Standard or preceding versions thereof.* Negotiations of licenses are left to the parties concerned and are performed outside the AXIe Consortium. Such licenses may contain representations, warranties, covenants and conditions as are customary for license agreements of such nature and if the parties fail to reach agreement on such terms, then the AXIe Member shall have no obligation to grant the license.

3. The AXIe Member is unwilling to grant licenses in accordance with provisions of either 1 or 2 above (this choice is not an option for patents and/or pending applications resulting out of collaboration within the AXIe Consortium OR

resulting out of proposals made by the AXIe Memory to the committee) . In this case, the following information must be provided as part of this declaration:

- patent registration/application number;
- an indication of which portions of the Standard are affected.
- a description of the patent claims covering the Standard;

*“Reciprocity” means with respect to other parties that have a patent or patent claim required in the use or implementation of the relevant Standard(s), the Patent Holder shall only be required to license to such parties if they are willing to license their patents or patent claims under options 1 or 2 of the Patent Statement and Licensing Declaration.

Signature _____
 Organization
 Name of authorized person
 Title of authorized person
 Signature Date

Patent Information (desired, but not required)

No.	<u>Registration Number/ Country</u>	<u>Title/Inventor(s)</u>	<u>Status</u> <i>[granted/ pending]</i>
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No Known Patent Statement and Licensing Declaration for AXIe Consortium Members

Please return to”
AXIe Consortium
361 Second Ave., #203
PO Box 1016
Niwot, CO 80544-1016
USA
AXIE FAX: 303-652-1444

Organization Name:

Legal Name:

Contact for license application:

Name

Department

Address

Tel.

E-mail

AXIe Consortium Standard (including specific version number) – “Standard”:

Number: Rev 1.0

Title: AXIe Standard Rev. 1.0, xxx xx, 2009

Number: Rev 1.1

Title: AXIe Standard Rev 1.1, xxx xx, 2009

No Necessary Patents Statement and Licensing Declaration

The AXIe Member’s representative believes that the AXIe Member does not hold any Patent Rights (granted patents, or pending patent applications held as of the date of execution hereof, and any later filed patent application or issued patents which have a priority date preceding the adoption date of the Standard, the use of which would be required to implement the Standard or any preceding version of the Standard). The AXIe Member further hereby declares, in accordance with the AXIe Consortium Patent Policy, that:

1. it will immediately notify the AXIe Consortium if the AXIe Member becomes aware that it holds Patent Rights; and
2. hereby declares that if it is a holder of Patent Rights (check one box only):

1. The AXIe Member will grant a royalty-free license on a non-discriminatory basis to an unrestricted number of: a) AXIe Consortium Members who have executed and submitted a Patent Statement and Licensing Declaration or a No Known Patent Statement and Licensing Declaration, and b) non-members who have been licensed to use the AXIe Consortium trademark(s) and who have executed and submitted a Patent Statement and Licensing Declaration for AXIe Trademark Licensees, to use Patent Rights which are reasonably necessary to manufacture, use, import, offer for sale, and/or sell implementations of the Standard in those countries where the AXIe Member has Patent Rights. Mark here if the AXIe Member’s willingness to license is conditioned on reciprocity for the Standard or preceding versions thereof.* Negotiations of licenses are left to the parties concerned and are performed outside the AXIe Consortium. Such licenses may contain representations, warranties, covenants and conditions as are customary for license agreements of such nature and if the parties fail to reach agreement on such terms, then the AXIe Member shall have no obligation to grant the license.

2. The AXIe Member will grant a license on a non-discriminatory basis and on reasonable terms and conditions to an unrestricted number of: a)AXIe Consortium Members who have executed and submitted a Patent Statement and Licensing Declaration or a No Known Patent Statement and Licensing Declaration, and b) non-members who have been licensed to use the AXIe Consortium trademark(s) and who have executed and submitted a Patent Statement and Licensing Declaration for AXIe Trademark Licensees, to use the Patent Rights reasonably necessary in order to manufacture, use, import, offer for sale and/or sell implementations of the Standard in those countries where the AXIe Member has Patent Rights. Mark here if the AXIe Member’s willingness to license is conditioned on reciprocity for the Standard or preceding versions thereof.* Negotiations of licenses are left to the parties concerned and are performed outside the AXIe Consortium. Such licenses may contain representations, warranties, covenants and conditions as are customary for license agreements of such nature and if the parties fail to reach agreement on such terms, then the AXIe Member shall have no obligation to grant the license.

*“Reciprocity” means with respect to other parties that have a patent or patent claim required in the use or implementation of the relevant Standard(s), the Patent Holder shall only be required to license to such parties if they are willing to license their patents or patent claims under options 1 or 2 of the Patent Statement and Licensing Declaration.

Signature _____

Organization

Name of authorized person

Title of authorized person

Signature Date

Patent Statement and Licensing Declaration for AXIe Trademark Licensees

This declaration does not represent an implied license grant

Please return to”

AXIe Consortium
361 Second Ave. #203
PO Box 1016
Niwot, CO 80544-1016
AXIe Phone: 303-652-2585
AXIe FAX: 303-652-1444

AXIe Consortium Standard (including specific version number) – “Standard”:

Number: Rev 1.0

Title: AXIe Standard Rev. 1.0, xxx xx, 2009

Number: Rev 1.1

Title: AXIe Standard Rev 1.1, xxx xx, 2009

Patent Holder/Organization:

Legal Name

Contact for license application:

Name

Department

Address

Tel.

E-mail

Check box A or B and box 1 or 2, below – If a selection is not clearly made, e.g. both boxes or neither box is checked, the parties agree that Box A and Box 1 will be elected.

The AXIe Trademark Licensee (“Licensee”) believes that it:

A. holds Patent Rights (granted patents or pending applications which are held as of the date of execution hereof, and any later filed patent application or issued patents which have a priority date preceding the adoption date of the Standard, the use of which would be required to implement the Standard) and hereby declares, in accordance with the AXIe Consortium Patent Policy, that it will license such Patent Rights in accordance with the checked statement 1 or 2 below.

B. does not hold any Patent Rights (granted patents or pending applications which are held as of the date of execution hereof, and any later filed patent application or issued patents which have a priority date preceding the adoption date of the Standard, the use of which would be required to implement the Standard), but will immediately notify the AXIe Consortium if the Licensee becomes aware that it holds Patent Rights. Licensee also declares that if it is now is or later becomes a holder of Patent Rights that it will license such in accordance with the checked statement 1 or 2 below.

1. The Licensee will grant a royalty-free license on a non-discriminatory basis to an unrestricted number of: a) AXIe Consortium Members who have executed and submitted a Patent Statement and Licensing Declaration or a No Known Patent Statement and Licensing Declaration, and b) non-members who have been licensed to use the AXIe Consortium trademark(s) and who have executed and submitted a Patent Statement and Licensing Declaration for AXIe Trademark Licensees, to use Patent Rights which is reasonably necessary in order to manufacture, use, import, offer for sale and/or sell implementations of the Standard in those countries where the Licensee has Patent Rights. Mark here if the Licensee’s willingness to license is conditioned on reciprocity for the Standard or preceding versions thereof.* Negotiations of licenses are left to the parties concerned and are performed outside the AXIe Consortium. Such licenses may contain representations, warranties, covenants and conditions as are customary for license agreements of such nature and if the parties fail to reach agreement on such terms, then the Licensee shall have no obligation to grant the license.

2. The Licensee will grant a license on a non-discriminatory basis and on reasonable terms and conditions to an unrestricted number of: a) AXIe Consortium Members who have executed and submitted a Patent Statement and Licensing Declaration or a No Known Patent Statement and Licensing Declaration, and b) non-members who have been licensed to use the AXIe Consortium trademark(s) and who have executed and submitted a Patent Statement and Licensing Declaration for AXIe Trademark Licensees, to use the Patent Rights reasonably necessary in order to

manufacture, use, and/or sell implementations of the specific Standard in those countries where the Licensee has Patent Rights. Mark here if the Licensee's willingness to license is conditioned on reciprocity for the Standard or preceding versions thereof.* Negotiations of licenses are left to the parties concerned and are performed outside the AXLe Consortium. Such licenses may contain representations, warranties, covenants and conditions as are customary for license agreements of such nature and if the parties fail to reach agreement on such terms, then the Licensee shall have no obligation to grant the license.

*"Reciprocity" means with respect to other parties that have a patent or patent claim required in the use or implementation of the relevant Standard(s), the Patent Holder shall only be required to license to such parties if they are willing to license their patents or patent claims under options 1 or 2 of the Patent Statement and Licensing Declaration.

Signature _____

Organization

Name of authorized person

Title of authorized person

Signature Date

See next page for sheet to list patent information (if needed).

Patent Information (desired, but not required)

<u>No.</u>	<u>Registration Number/ Country</u>	<u>Title/Inventor(s)</u>	<u>Status</u> <i>[granted/ pending]</i>
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