



IPR Policy

General Guidelines for Treatment of Industrial Property Rights in Connection with XGP Forum Specification

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Nothing in this document creates any warranties of title or no infringement with respect to XGP technologies including any technologies, standards or specifications referenced or incorporated into this document.

In no event shall the XGP Forum be liable to the user or to a third party for any claim arising from or related to the use of XGP technologies, including, without limitation, a claim that such use infringes a third party's intellectual property rights or that it fails to comply with applicable laws or regulations. By use of XGP technologies, the user waives any such claim against the XGP Forum relating to the use of XGP technologies.

The XGP Forum Specification is to be drafted in a fair and open manner, and established only when agreed upon by the general consensus of XGP Forum members.

Therefore, if any or all parts of the contents of the XGP Forum Specifications are Included in the scope of an Essential Industrial Property Right (Industrial Property Right (hereinafter "IPR") means any patent right, utility model right and design patent right, whether allowed or pending; and "Essential IPR" means any of those which technically makes it impossible to manufacture, to sell or to use equipment, apparatus, devices, systems or software, in compliance with the XGP Forum Specification without infringing the same), the adoption of the XGP Forum Specification should be decided in a fair and open manner which clearly reflects the intention of a majority of XGP Forum members.

Furthermore, to promote the XGP Forum Specification for universal use, XGP Forum deems it desirable that the Essential IPR which relates to any or all parts of the contents of the XGP Forum Specification should be used free of charge by anyone and that it would not block the use of such Essential IPR in any other country where such an XGP Forum Specification is adopted. Accordingly, XGP Forum has established the following guidelines for dealing with such Essential IPR to which the XGP Forum

Specification relates.

1 Treatment

1.1 Basis for Selection

In case where any or all parts of the contents of the provisions of a particular XGP Forum Specification are included in the scope of any Essential IPR, the XGP Forum Specification shall apply only when the holder of such Essential IPR (hereinafter "the Right Holder") agrees to elect either of the following two alternative cases (1) and (2); and shall not apply when the Right Holder elects case (3).

(1) The Right Holder agrees not to assert such Essential IPR and to grant a license unconditionally to the use of such Essential IPR to anyone who uses such a XGP Forum Specification.

However, if anyone who uses such a XGP Forum Specification owns any other Essential IPR which covers any or all parts of the contents of the provisions of such XGP Forum Specification, and lays claims thereto, such user may be excluded from the application of the aforesaid provision by the Right Holder.

(2) The Right Holder, upon disclosing the contents and the terms and conditions of such Essential IPR, agrees to grant a non-exclusive and non-discriminatory license to the use of such Essential IPR on reasonable terms and conditions to anyone who uses such a XGP Forum Specification.

However, if anyone who uses such a XGP Forum Specification owns any other Essential IPR which covers any or all parts of the contents of the provisions of such a XGP Forum Specification, and lays claims thereto, such a user may be excluded from the application of aforesaid provision by the Right Holder.

(3) The Right Holder does not agree to either of the aforesaid alternatives referred to in (1) or (2).

1.2 Disputes regarding IPR

XGP Forum Group is not responsible for the confirmation of whether or not any or all parts of such a XGP Forum Specification are included in a scope of any Essential IPR, nor liable for any disputes regarding IPR.

1.3 Applicable Scope and Territory

The treatment provided in Section 1.1 of these Guidelines shall be applied to equipment, apparatus, devices, systems or software used in Japan in compliance with such a XGP Forum Specification. However, in case where other countries adopt such a XGP Forum

Specification, mutual consultation about the treatment of the Essential IPR can be conducted in the manners stated in the preface.

2 Procedures

Below are the procedures to be applied when any or all parts of the contents of the provisions of a particular XGP Forum Specification are included in the scope of any Essential IPR.

2.1 Submission of Confirmation Form

When drafting the provision(s) of an XGP Forum Specification, the Right Holder should submit to the chairman of XGP Forum one of the following confirmation forms relating to a license to the use of the Essential IPR provided in the attached forms No.1 through No.3 (IPR's other than patents shall be listed on the back page of the confirmation form in the same manner as patents.).

2.2 Submission Date for Confirmation Form

As a general rule, one of the three forms above should be submitted before or on the date to be decided by XGP Forum, or the date to be decided by the relevant Working Group prior to the establishment of such a draft XGP Forum Specification.

Where the Essential IPR provided in Section 2.1 has not been laid open (hereinafter "lay open" includes international publication and national (domestic) publication , and means the earliest one among them) at the time of that submission , the form shall be re-submitted after such Essential IPR is laid open again.

If the application of such Essential IPR is withdrawn or rejected or the right has expired, a notification thereof shall be submitted without delay.

2.3 Custody of Confirmation Form and Notation in the XGP Forum Specification

When the secretariat of the Standard Assembly receives a confirmation form provided in Section 2.1 form the Right Holder, the secretariat will retain the form in custody. If the secretariat receives the attached confirmation form No.1 or No.2, such an XGP Forum Specification shall include the following notation.

Note: Although this XGP Forum Specification contains no specific reference to any Essential Industrial Property Right relating thereto, the holder of such Essential Industrial Property Right states that "YYY" is the holder of the Industrial Property Right "XXX" covering this XGP Forum specification and agrees [(in case of the attached

form No.1) not to assert such right "XXX" and to grant a license unconditionally to the use of such right "XXX" to anyone using this XGP Forum Specification] [(in case of the attached form No.2) to grant a non-exclusive and non-discriminatory license to the use of such right "XXX" on reasonable terms and conditions to anyone using this XGP Forum Specification]. However this does not apply to anyone who uses this XGP Forum Specification and also owns and lays claim to any other Essential Industrial Property Right whose scope is included in any or all parts of the contents of the provisions of this XGP Forum Specification.

2.4 Liability for not receiving Confirmation Form

XGP Forum shall not be responsible to anyone for any and all consequences that may arise from not submitting any of the confirmation forms provided in section 2.1 by the Right Holder.

Confirmation Form Regarding the License to Use Essential IPR:

[FORM I](#): Regarding Case (1) Stipulated in Section 1.1

[FORM II](#): Regarding Case (2) Stipulated in Section 1.1

[FORM III](#): Regarding Case (3) Stipulated in Section 1.1