

Patent Statement Declaration With Respect to SMPTE Engineering Document

To accompany submission of or a contribution to a proposed SMPTE Engineering Document.

SMPTE Document Number and Title 35PM50 and ST 2067 IMF

Paragraphs related to this Statement _____

Note that SMPTE Intellectual Property Policy does not require a patent search, and that no statement on this form shall make or imply any warranty of patent coverage, validity, or enforceability.

Submitter identified below hereby declares, in accordance with the SMPTE Patent Policy, that:

A1. <input checked="" type="checkbox"/>	No Claimed Patents Submitter is not aware of holding or controlling any patents, and/or applications for patents, that contain Essential Patent Claims, as defined in the SMPTE Intellectual Property Policy, the use of which would be necessary to implement the above-named document. Submitter, nevertheless, is required also to select an option from section B on an irrevocable basis in the event Essential Patent Claims are later discovered to be in Submitter's possession on the date of this declaration.
A2. <input type="checkbox"/>	Claimed Patents Submitter believes that it holds or controls patents, and/or applications for patents, that contain Essential Patent Claims, the use of which would be necessary to implement the above document. Submitter will provide within 45 days sufficient information to identify its patent claims from issued patents and patent applications and the part(s) of the submitted document covered by those patents. Submitter hereby declares, in accordance with the SMPTE Patent Policy, that (check <u>one</u> box, B1 or B2 only):

And Submitter further declares, in accordance with the SMPTE Patent Policy, that:

B1. <input type="checkbox"/>	Licensing Free of Charge Submitter is prepared to grant a <u>free of charge</u> license to its Essential Patent Claims in the above document to an unrestricted number of applicants on a worldwide, non-discriminatory basis and under other reasonable terms and conditions to make, use, and sell implementations that conform to the above document. Negotiations are left to the parties concerned and are performed outside SMPTE. Also mark here _____ if the Patent Holder's willingness to license is conditioned on reciprocity for the above document. Also mark here _____ if the Patent Holder reserves the right to license on reasonable terms and conditions (but not free of charge) to applicants who are only willing to license their patent claims, whose use would be required to implement the same above document, on reasonable terms and conditions (but not free of charge). <i>Reciprocity: Notwithstanding the commitment above, Submitter is entitled to license on reasonable terms and conditions (but not <u>free of charge</u>) applicants who are only willing to license their patent claims, whose use would be required to implement the same above document, on reasonable terms and conditions (but not <u>free of charge</u>).</i> <i>Free of charge: The words "free of charge" do not mean that the Submitter is waiving all of its rights with respect to the essential patent. Rather, "free of charge" refers to the issue of monetary compensation; i.e., that Submitter will not seek any monetary compensation as part of the licensing arrangement (whether such compensation is called a royalty, a one-time licensing fee, etc.) However, while Submitter in this situation is committing to not charging any monetary amount, Submitter is still entitled to require that the implementer of the above document sign a license agreement that contains other reasonable terms and conditions such as those relating to governing law, field of use, reciprocity, warranties, etc.</i>
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	<p>Non-Assert</p> <p><i>Note: Submitters who have checked B1 may optionally check one of the following:</i></p>
	<p><input type="checkbox"/> B1.1. In addition to the license commitment set forth above, Submitter (“I” or “me”) irrevocably promises not to assert any Essential Patent Claims (as defined in the SMPTE Intellectual Property Policy) against any entity (“you”) for making, using, selling, offering for sale, importing or distributing any implementation to the extent it conforms to the document above (“Covered Implementation”), subject to the following. This is a personal promise directly from me to you, and you acknowledge as a condition of benefiting from it that no rights from me are received from suppliers, distributors, or otherwise in connection with this promise. If you file, maintain or voluntarily participate in a patent infringement lawsuit against an implementation of such Covered Specification, then this personal promise does not apply with respect to any Covered Implementation of the document above made or used by you. To clarify, this non-assert covers those claims of patents owned or controlled by me that are necessary to implement only the required portions of the Final Specification that are described in detail and not merely referenced in such Final Specification. This promise is not an assurance either (i) that any of my issued patent claims covers a Covered Implementation or are enforceable or (ii) that a Covered Implementation would not infringe patents or other intellectual property rights of any third party. No other rights except those expressly stated in this promise shall be deemed granted, waived or received by implication, exhaustion, estoppel, or otherwise.</p> <p><input type="checkbox"/> B1.2. In addition, Submitter will make its patents and/or patent applications that contain Essential Patent Claims in the above document available in accordance with the non-assert attached.</p>
<p>B2. <input checked="" type="checkbox"/></p>	<p>Licensing RAND</p> <p>Submitter is prepared to grant a license to its Essential Patent Claims to an unrestricted number of applicants on a worldwide, non-discriminatory basis and on reasonable terms and conditions to make, use and sell implementations that conform to the above document.</p> <p>Negotiations are left to the parties concerned and are performed outside SMPTE.</p> <p><i>Also mark here <u> X </u> if the Patent Holder’s willingness to license is conditioned on reciprocity for the above document.</i></p> <p><i>Reciprocity: Notwithstanding the commitment above, Submitter shall only be required to license any prospective licensee if such prospective licensee will commit to license its essential patent(s) or essential patent claim(s) under reasonable terms and conditions) for implementation of the same above document.</i></p>
<p>In the event that Submitter assigns or transfers a patent, which the Submitter has at the time of the assignment or transfer previously identified to SMPTE as containing Essential Patent Claims pursuant to A2 above as it relates to the above document, the Submitter agrees to exercise reasonable efforts to notify the assignee or transferee that the Submitter has made such declarations to SMPTE.</p>	

