

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 VC-3 SMPTE RP2019-2-2014 VC-3 Decoder and Bitstream Conformance
 Paragraphs related to this Statement All

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"/>	<p>No Claimed Patents</p> <p>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.</p> <p>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.</p>
A2. <input type="checkbox"/>	<p>Claimed Patents</p> <p>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 one box, B1 or B2 only):</p>

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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>
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Declaration & Contact Information:

Company submitting declaration: Avid Technology Inc.

Patent Holder (if no patent, leave blank): Avid Technology Inc.

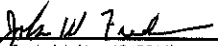
Submitter declares that he/she is authorized to make this declaration on behalf of above-named company.

Name of authorized person: John Frederick

Title of authorized person Vice President CFO & CAO

Place & Date of signature June 12, 2014

Signature


John W. Frederick (Jun 12, 2014)

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Patent Information

None