

**INTELLIGENT TERMINAL MICROELECTRONICS ASSOCIATION LIMITED****Intellectual Property Rights Policy**

This Policy is an integral part of the Association that all Members shall comply with. By joining the Association, a Member shall be deemed to have agreed to comply with this Policy.

**1. Definitions**

**“Association”** means **Intelligent Terminal Microelectronics Association Limited (Hereinafter called “the Association” or “ITMA”)**.

**“Member”** means an entity that has filled in a membership application form and subsequently signed Member Agreement with ITMA. To avoid ambiguity, the term "Member", as used in this Policy, includes any and all affiliates of a Member.

**“Affiliate”** of a Member is an entity that controls, is controlled by, is under common control with such Member, but any such entity shall be deemed to be an Affiliate only as long as such control exists. For the purposes of this definition, "control" shall mean direct or indirect ownership or control of more than fifty percent (50%) of an entity's stock or other equity interests.

**“Essential Patent”** means a claim of a patent or patent application will necessarily or unavoidably be infringed upon the implementation of the ITMA Standards. The claim of the patent or patent application is unavoidably infringed because there is no non-infringing alternative for implementing such relevant ITMA Standards. Notwithstanding the foregoing sentence, Essential Patent shall not include patents or patent applications that read solely on the implementations of other published specifications independently adopted by third parties but incorporated and referenced in the ITMA Standard, nor shall it include patents or patent applications for semiconductor packaging technologies.

**“Draft Specifications”** mean any versions of the technology specifications adopted by a specific Work Group of ITMA, but not been approved to be official released.

**“ITMA Standards”** means any Specifications officially issued by the Association and any Errata Corrections to these specifications.

**“Contributions”** means the proposal documents that Members submit to the Association and/or its Work Groups.

**2. Patents**

(1) The Association encourages Members to disclose at the earliest date any patent or patent application information relating to Essential Patents that Members are made aware of. Prior to the release of the ITMA Standard, the Association shall initiate a disclosure notification for the Essential Patents and send the disclosure notification to Members. Members should make the disclosure for Essential Patents by use of the General Licensing Declaration or the Patent Disclosure and Licensing Declaration Form at the Appendix. If no patent information is referred to the Association within four (4) weeks after the receipt of disclosure notification, Members who own the Essential Patents agree to license their Essential Patents in accordance with paragraph (2) below. The patent information of the Essential Patents disclosed by Members shall include:

- 1) Patent proprietor;

- 2) Patent application number or publication number;
- 3) Patent or patent application title;
- 4) Country or region of registration; and,
- 5) The related ITMA Standard information.

Disclosure under paragraph (1) is based on a Member's own actual and personal knowledge. Members are under no obligation to conduct patent search and analysis.

A written ITMA Patent Disclosure and Licensing Declaration Form at the Appendix is recommended when the member discloses any patent or patent application information relating to Essential Patents to the Association.

(2) Members and their Affiliates agree effective upon adoption of the Draft Specification by the Board of ITMA as a ITMA Standard to grant irrevocable, worldwide, nonexclusive, non-transferable and non-sublicensable license on fair, reasonable and non-discriminatory (FRAND) terms and conditions under their Essential Patents to other Members and their Affiliates solely for the purpose of implementing the ITMA Standards. Members should use the General Licensing Declaration or the Patent Disclosure and Licensing Declaration Form at the Appendix to make their Essential Patents licensing commitments.

(3) Members agree that patent licensing commitments made under this term are subject to the principle of reciprocity.

(4) Members and their Affiliates agree that in the event of transferring their ownership of Essential Patents to a third party, they will impose the stipulation in paragraph (2) on the assignee. The Assignee shall undertake to provide the same protection as stipulated in paragraph (2), and include appropriate provisions in the event of future transfers with the goal of binding all successors-in-interest.

(5) If an Essential Patent or Patent application is owned by a person other than a Member of the Association, the Secretary-General, on behalf of the Board of Directors, may request the patent owner to submit a corresponding Patent Disclosure and Licensing Declaration Forms for the Essential Patents. If the patent owner refuses to license his or her Essential Patents on fair, reasonable and non-discriminatory terms and conditions, the Secretary-General shall solve this issue by either convening advisory experts to seek alternative solutions, or adopting other effective methods.

(6) General Licensing Declaration or Patent Disclosure and Licensing Declaration Forms submitted by any Member to the Association and the commitments under this Policy are irrevocable. The Member who has submitted a General Licensing Declaration or Patent Disclosure and Licensing Declaration Form according to this Policy and transfers ownership of Essential Patent that is subject to such commitment shall include appropriate provisions in the relevant transfer documents to ensure that the commitment is binding on the transferee and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding all successors-in-interest. The commitments shall be interpreted as binding on successors-in-interest regardless of whether such provisions are included in the relevant transfer documents.

### **3. Copyright of Member's works and Standards**

- (1) Unless otherwise stipulated by the Association, any Member who submit technical

Contributions, (technical) reports, white papers and other documents to the Association agree to grant to the Association and other Members a worldwide, royalty-free, non-exclusive, and non-sublicensable license for use of their copyrighted materials solely for the purpose of developing, publishing and promoting the Association's Standards. These copyrighted materials include but are not limited to standards proposals, draft standards, codes, (technical) reports, and white papers. The license is limited to serving the following purposes:

- Communication within the Association;
- Development and evaluation of standards and standard-related technologies;
- Standards release and promotion.

(2) The copyright of the Association's Standards, published reports, white papers and other materials made by the Association or its Work Groups belong to the Association. The Association grants to Members and their affiliates an irrevocably, permanently, worldwide, royalty-free, non-exclusive, and unconditional license to use those copyrighted materials solely for the purpose of implementing the ITMA Standards.

#### **4. IPR license survives after membership termination**

Any patent licensing statements made by Members in accordance with this Policy prior to the dissolution of the Association or termination of their membership shall remain valid after the dissolution of the Association or termination of their membership. Clauses 2(2), 2(3), 2(4), and 2(6) and paragraph 3(1) of this Policy shall survive the termination of the Association membership of any Member in perpetuity. To clarify, licensing commitments set forth in Patent Disclosure and Licensing Declaration Forms, and any commitment set forth pursuant to this Policy shall survive with respect to any Specification adopted prior to such termination until the last to expire of such Essential Patents.

#### **5. Trademark use for membership**

The fact that a Member's membership in the Association is not confidential information, and the member and Association may disclose such information. Any party of the Association and its Members shall, agree that the other party uses its name and trademark for the purpose of truthfully disclosing the membership, or the relationship between the Member and the Association, or participating in the activities of the Association. The name and trademark use shall be subject to the requirements raised by the respective party.

In addition to the purposes described above, the use of the Association's name, trademark, or other commercial logo requires additional permission or approval.

#### **6. Disclaimer**

(1) The Association and its Members shall not be liable for searching for or analyzing Essential Patents. However, this provision shall not restrict the Association or its Members from conducting due diligence or other technical searches for Essential Patents.

(2) The Association shall, through appropriate procedures and means, disclose to its Members and the public the Essential Patent information and patent licensing statements submitted by patent holders. The Association shall not be responsible for reviewing the validity and fitness of the Essential Patents, nor does the Association guarantee the authenticity and integrity of the

Essential Patents information.

(3) Unless otherwise stated in this Policy, the Association shall not, on behalf of products implemented in accordance with the standards, provide any warranties, either express or implied, for non-infringement of IPRs of third parties, merchantability, or fitness.

## **7. General Provisions**

(1) Any Member who violates the provisions of this Policy may be deemed to have breached this Policy. The Association has the right to take reasonable measures to remedy the violation, so as to safeguard the interests of the Association and ensure the implementation of the objectives of the Association.

(2) The Association shall not engage in any patent licensing during the implementation of standards. Patent licensing shall be settled by the patent holder and the standard implementer through negotiation at their own discretion. Any patent-related dispute arising from the implementation of a standard shall be settled by the relevant institutions.

(3) This Policy shall take effect as of the date of publication and is applicable to the IPR-related activities of any Standards or specifications issued by the Association on or after the publication date of this Policy. Any amendment to this Policy shall take effect on the date of publication of the amendment and shall have the same effect as this Policy.

## Appendix 1

### General Licensing Declaration

Patent Holder/Applicant Information			
Legal Name			
Contact person		Phone	
Address		E-mail	
Standard Information			
Standard Name			
Release No.			
General Patent Licensing Statement			
<p>The patent holder and the affiliate hereby declare that:</p> <p>(1) The patent holder and the affiliate has read and promises to comply with the Intelligent Terminal Microelectronics Association Limited (ITMA) IPR Policy and the documents related to IPR management issued by ITMA; and</p> <p>(2) To the extent that one or more patents owned by the patent holder and the affiliate are or become, and remain Essential in respect to the standard(s) as identified in the Standard Information bar above, the patent holder and the affiliate are prepared to grant the one or more patents irrevocably licenses, for the purpose of implementing the standard(s) as identified in the Standard Information bar above, on terms and conditions in accordance with Clause 2(2) of the ITMA IPR Policy.</p> <p><input type="checkbox"/> This irrevocable undertaking is made subject to the condition that those who seek licenses agree to reciprocate (check box if applicable).</p>			
<p>By signing this General IPR Licensing Declaration form, you represent that you have the authority to bind the Declarant and/or its affiliates to the representations and commitments provided in this form.</p> <p style="text-align: right;">Declarant (company seal):</p> <p style="text-align: right;">Authorized representative (signature):</p> <p style="text-align: right;">Date:</p>			

## Appendix 2

### Patent Disclosure and Licensing Declaration Form

Declarant Information			
Entity Name			
Contact person		Phone	
Address		E-mail	
Patent Holder/Applicant Information			
Entity Name			
Standard Information			
Standard Name			
Release No.			
Patent Licensing Statement			
<p>The Declarant and the affiliate have read the Intelligent Terminal Microelectronics Association Limited (ITMA) IPR Policy and the documents related to IPR management issued by ITMA. The Declarant and the affiliate hereby declare the following declarations in compliance with ITMA's IPR Policy (check one box only, and sub-option box, if applicable):</p> <p><input type="checkbox"/> 1. To the extent that patent(s) disclosed in the attached Patent Information Statement are or become, and remain Essential in respect to the standard(s) as identified in the Standard Information bar above, the Declarant and/or its affiliates are prepared to grant the disclosed patent(s) irrevocably licenses, for the purpose of implementing the standard(s) as identified in the Standard Information bar above, on terms and conditions in accordance with Clause 2(2) of the ITMA IPR Policy;</p> <p><input type="checkbox"/> This irrevocable undertaking is made subject to the condition that those who seek licenses agree to reciprocate (check box if applicable).</p> <p><input type="checkbox"/> 2. The Declarant and the affiliate are Unwilling to grant the disclosed patent(s) licenses in accordance with Clause 2(2) of the ITMA IPR Policy. Reasons may be explained in writing.</p> <p><input type="checkbox"/> 3. The Declarant and the affiliate are not the patent holder of the disclosed patent(s).</p>			

## Appendix 3

If a Member fills in Patent Disclosure and Licensing Declaration Form, the Member should fill the following Patent Information Statement subsequently.

Patents Information Statement					
No.	Patent Number or Application Number	Patent Application Date	Patent Title	Patent Holder or Applicant	Relevant Standard (Standard Title, Release No. etc.)

Rows can be added as needed.