

ACCELLERA ORGANIZATION

LETTER OF ASSURANCE FOR ESSENTIAL PATENT CLAIMS

Please return via mail, e-mail (as a PDF), or fax to:

PatCom Administrator
Accellera Patent Committee
Accellera Organization
1370 Trancas Street #163
Napa, CA 94558 USA
Facsimile: (+1 707-251-9877)
Email: patcom@accellera.org

No license is implied by submission of this Letter of Assurance

A. SUBMITTER:

Legal Name: _____ (“Submitter”)

B. SUBMITTER’S CONTACT INFORMATION (for the purpose of licensing information):

Contact Name/Title: _____

Department: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____ URL: _____

Note: Accellera does not endorse the content, or confirm the accuracy or consistency of any contact information or web site listed above.

C. ACCELLERA STANDARD OR PROJECT (e.g., AMENDMENT, CORRIGENDA, EDITION, OR REVISION):

In accordance with Sections 4.4 of the Accellera Patent Policy, this licensing position is limited to the following:

Standard/Project Number: _____

Title: _____

D. SUBMITTER'S POSITION REGARDING LICENSING OF ESSENTIAL PATENT CLAIMS:

In accordance with Section 3 of the Accellera Patent Policy, the Submitter hereby declares the following (Check item 1 or item 2 below):

Note: Nothing in this Letter of Assurance shall be interpreted as giving rise to a duty to conduct a patent search. Accellera takes no position with respect to the validity or essentiality of Patent Claims or the reasonableness of rates, terms, and conditions provided in connection with submission of a Letter of Assurance, if any, or in any license agreements offered by the Submitter. To the extent there are inconsistencies between the Letter of Assurance Form and any sample licenses, material licensing terms, or not-to-exceed rates provided in connection with 1.a. or 1.b. below, the terms of the Letter of Assurance Form shall control.

_____ 1. The Submitter may own, control, or have the ability to license Patent Claims that might be or become Essential Patent Claims. With respect to such Essential Patent Claims, the Submitter's licensing position is as follows (must check a, b, c, or d and any applicable subordinate items below):

_____ a. The Submitter will grant a license without compensation to an unrestricted number of applicants on a worldwide basis with reasonable terms and conditions that are demonstrably free of unfair discrimination.

_____ (Optional) A sample of such a license (or material licensing terms) that is substantially similar to what the Submitter would offer is attached.

_____ b. The Submitter will grant a license under reasonable rates to an unrestricted number of applicants on a worldwide basis that are demonstrably free of unfair discrimination.

_____ (Optional) These reasonable rates will not exceed:

(e.g., percent of product price, flat fee, per unit).

_____ (Optional) A sample of such a license (or material licensing terms) that is substantially similar to what the Submitter would offer is attached.

_____ c. The Submitter without condition will not enforce any present or future Essential Patent Claims against any person or entity making, using, selling, offering to sell, importing, distributing, or implementing such a compliant implementation.

_____ d. The Submitter is unwilling or unable to grant licenses according to the provisions of either a or b above or to agree that it will not enforce its Essential Patent Claims as described in c above.

_____ 2. After a Reasonable and Good Faith Inquiry, the Submitter is not aware of any Patent Claims that the Submitter may own, control, or have the ability to license that might be or become Essential Patent Claims.

E. SCOPE OF ASSURANCE:

Note: The Submitter must complete this section if item 1 in part D above is checked.

The Submitter may, but is not required to, identify one or more of its Patent Claims that it believes might be or become Essential Patent Claims: **(Submitter must check item 1 or item 2 below.)**

_____ 1. When checked, this Letter of Assurance only applies to the Patent Claims identified below that are or become Essential Patent Claims. (If no Patent Claim is identified below, then this Letter of Assurance applies to all Essential Patent Claims supported by the disclosure in the patent or patent applications listed below.)

Patent/Application/Docket Number: _____

Description/Title (optional): _____

Claim (optional): _____

Patent/Application/Docket Number: _____

Description/Title (optional): _____

Claim (optional): _____

Patent/Application/Docket Number: _____

Description/Title (optional): _____

Claim (optional): _____

(For additional patents, use additional pages as necessary.)

_____ 2. When checked, this Letter of Assurance is a Blanket Letter of Assurance. As such, all Essential Patent Claims that the Submitter may currently or in the future have the ability to license shall be available under the terms as indicated above in part D.1; however, a Blanket Assurance shall not supersede any pre-existing or simultaneously submitted specific assurance identifying potential Essential Patent Claims.

F. APPLICATION TO AFFILIATES:

With respect to any Essential Patent Claims that an Affiliate has the ability to license, the Submitter agrees that (i) the licensing positions described in parts C and D above apply to any Essential Patent Claims within the scope of the assurance described in part E; and (ii) the terms of this assurance are binding on each such Affiliate; provided, however, that such representations and commitments shall not apply to Affiliates identified below:

Organization's Name

Organization's Name

Address

Address

Contact person

Contact person

(For additional Affiliates, use additional pages as necessary.)

G. SIGNATURE:

By signing this Letter of Assurance, you represent that you have the authority to bind the Submitter and all Affiliates (other than those Affiliates excluded above) to the representations and commitments provided in this LoA and acknowledge that users and implementers of the [Proposed] Accellera Standard identified in part C above are relying or will rely upon and may seek enforcement of the terms of this LoA. The Submitter and all Affiliates (other than those Affiliates excluded above) agree not to sell or otherwise transfer any rights in any Essential Patent Claims that they hold, control, or have the ability to license with the intent of circumventing or negating any of the representations and commitments made in this LoA.

The Submitter agrees (a) to provide notice of a Letter of Assurance either through a Statement of Encumbrance or by binding any assignee or transferee to the terms of such Letter of Assurance; and (b) to require its assignee or transferee to (i) agree to

similarly provide such notice and (ii) to bind its assignees or transferees to agree to provide such notice as described in (a) and (b).

If, as described in Section 3 of the Accellera Patent Policy, the Submitter becomes aware of additional Patent Claims not already covered by an existing Letter of Assurance that are owned, controlled, or licensable by the Submitter that may be or become Essential Patent Claims with respect to the standard identified in C above, the Submitter agrees to submit a Letter of Assurance stating its position regarding enforcement or licensing of such Patent Claims.

Print name of authorized person: _____

Title of authorized person: _____

Signature of authorized person: _____

Date: _____

Address: _____

Telephone: _____ E-mail: _____

Note: This assurance applies from the date of the standard's approval to the date of the standard's withdrawal and is irrevocable upon acceptance by Accellera.

The Accellera Patent Policy is available on the Accellera website at www.accelera.org/governing.

The terms and definitions set forth in the Accellera Patent Policy in effect as of the date of this Letter of Assurance are incorporated as if fully stated herein.