

LXI CONSORTIUM - PATENT POLICY

1. If, in exceptional situations, technical reasons justify such a step, there is no objection in principle to preparing a Standard in terms which include the use of items covered by patent rights – defined as patents, utility models and other statutory rights based on inventions, including any published applications for any of the foregoing – even if the terms of the standard are such that there are no alternative means of compliance. The rules given below shall be applied.
2. If technical reasons justify the preparation of a proposed Standard document which include the use of items covered by patent rights, the following procedures shall be complied with:
 - 2.1. The committee chairman (“Chairman”) leading the effort to create a new proposed Standard document shall draw the attention of the committee to any patent rights which the Chairman is aware and considers covering any item of the proposed Standard document. Any party involved in the preparation of a proposed Standard document shall draw the attention of the committee to any patent rights of which it becomes aware during any stage in the development of the proposed Standard document.
 - 2.2. If the proposed Standard document is accepted on technical grounds, any holder of identified patent rights shall submit upon Chairman request a statement substantially in the form of the attached **Patent Statement and Licensing Declaration for LXI Consortium Members** that the holder would be either: 1) willing to negotiate licenses under his rights with LXI Consortium Members and non-members who have been licensed to use the LXI Consortium trademark(s) in those countries where the member holds patent rights on a royalty-free basis or on reasonable and non-discriminatory terms and conditions; or 2) unwilling to license particular patents or patent application (although this second option is not available with respect to any patent or patent application resulting out of collaboration within the LXI Consortium). Such negotiations are left to the parties concerned and are performed outside the LXI Consortium. A record of the right holder's statement shall be maintained and published by the LXI Consortium as appropriate, and shall be referred to in the introduction to the Standard document.
 - 2.3. If the proposed Standard document is accepted on technical grounds, members who have not identified themselves as patent holders shall submit upon Chairman request a statement substantially in the form of the attached **No Necessary Patents Statement and Licensing Declaration for LXI Consortium Members** that the member will disclose patents rights which are later discovered and would be willing to negotiate licenses under his rights in such later discovered patents with LXI Consortium Members and non-members who have been licensed to use the LXI Consortium trademark(s), in those countries where the member holds patent rights, on reasonable and non-discriminatory terms and conditions. Such negotiations are left to the parties concerned and are performed outside the LXI Consortium. A record of the member's statement shall be maintained and published by the LXI Consortium as appropriate.
 - 2.4. A Standard document shall not be published until either a **Patent Statement and Licensing Declaration** or a **No Known Patent Statement and Licensing Declaration** has been received from each LXI Consortium Member, unless the LXI Board gives authorization. No LXI Consortium Member shall be required to grant any patent rights to another member who has been identified by the LXI Board as not having submitted either an executed **Patent Statement and Licensing Declaration** or an executed **No Known Patent Statement and Licensing Declaration**.

3. Should it be revealed after publication of a Standard document that licenses under patent rights, which appear to cover items included in the Standard document, cannot be obtained under reasonable and non-discriminatory terms and conditions, the normative document shall be referred back to the relevant committee for further consideration.
4. All drafts of the Standard document submitted for comment shall include on the cover page the following text: "Recipients of this draft are invited to submit, with their comments, notification of any relevant patent rights of which they are aware and to provide supporting documentation."
5. A published Standard document, for which no patent rights are identified during the preparation thereof, shall contain the following notice in the foreword: "Attention is drawn to the possibility that some of the elements of this document may be the subject of patent rights. LXI Consortium shall not be held responsible for identifying any or all such patent rights."
6. A published Standard document for which patent rights have been identified during the preparation thereof, shall include the following notice in the introduction: "The LXI Consortium draws attention to the fact that it is claimed that compliance with this document may involve the use of a patent concerning (...subject matter...) given in (...sub-clause...). The LXI Consortium takes no position concerning the evidence, validity and scope of this patent right. The holder of this patent right has assured the LXI Consortium that he/she is willing to negotiate licenses under reasonable and non-discriminatory terms and conditions with applicants throughout the world. In this respect, the statement of the holder of this patent right is registered with the LXI Consortium. Information may be obtained from:

... name of holder of patent right ...

... address ...

Attention is drawn to the possibility that some of the elements of this document may be the subject of patent rights other than those identified above. The LXI Consortium shall not be held responsible for identifying any or all such patent rights."

7. **LXI Trademark License.** If the LXI Consortium licenses use of its trademark(s) to non-members to show compliance with the Standard, as a condition of such trademark license the trademark licensee shall be required to submit a statement substantially in the form of the attached **Patent Statement and Licensing Declaration for LXI Trademark Licensees**. A record of the trademark licensee's statement shall be maintained and published by the LXI Consortium as appropriate, and shall be referred to in the introduction to the Standard document. No LXI Consortium Member or LXI Trademark Licensee shall be required to license patents to a LXI Trademark Licensee who has not submitted a statement under this provision.

Patent Statement and Licensing Declaration for LXI Consortium Members

This declaration does not represent an implied license grant

Please return to”
LXI Consortium
361 Second Ave., #203
PO Box 1016
Niwot, CO 80544-1016
USA
LXI FAX: 303-652-1444

Patent Holder/Organization:

Legal Name:

Contact for license application:

Name
Department
Address
Tel.
E-mail

LXI Consortium Standard including specific version number – “Standard”:

Number: Rev 1.1
Title: LXI Standard Rev. 1.1, April 4, 2006

Number: Rev 1.1
Title: LXI Trigger Bus Cable and Terminator Specifications Rev 1.1, April 5, 2006

Licensing Declaration

The LXI Member believes that it holds certain Patent Rights (issued patents and pending patent applications which are held as of the date of execution hereof, and any later filed patent application or issued patents which have a priority date preceding the adoption date of the Standard , the use of which would be required to implement the Standard) and hereby declares, in accordance with the LXI Consortium Patent Policy, that (check one box only).

1. The LXI Member will grant a royalty-free license on a non-discriminatory basis to an unrestricted number of: a) LXI Consortium Members who have executed and submitted a Patent Statement and Licensing Declaration or a No Known Patent Statement and Licensing Declaration, and b) non-members who have been licensed to use the LXI Consortium trademark(s) and who have executed and submitted a Patent Statement and Licensing Declaration for LXI Trademark Licensees, to use Patent Rights which is reasonably necessary in order to manufacture, use, and/or sell implementations of the Standard in those countries where the LXI Member has Patent Rights. Mark here if the LXI Member’s willingness to license is conditioned on reciprocity for the Standard or preceding versions thereof.* Negotiations of licenses are left to the parties concerned and are performed outside the LXI Consortium. Such licenses may contain representations, warranties, covenants and conditions as are customary for license agreements of such nature and if the parties fail to reach agreement on such terms, then the LXI Member shall have no obligation to grant the license.

2. The LXI Member will grant a license on a non-discriminatory basis and on reasonable terms and conditions to an unrestricted number of: a) LXI Consortium Members who have executed and submitted a Patent Statement and Licensing Declaration or a No Known Patent Statement and Licensing Declaration, and b) non-members who have been licensed to use the LXI Consortium trademark(s) and who have executed and submitted a Patent Statement and Licensing Declaration for LXI Trademark Licensees, to use the Patent Rights reasonably necessary in order to manufacture, use, and/or sell implementations Standard in those countries where the LXI Member has Patent Rights. Mark here if the LXI Member’s willingness to license is conditioned on reciprocity for the Standard or preceding versions thereof.* Negotiations of licenses are left to the parties concerned and are performed outside the LXI Consortium. Such licenses may contain representations, warranties, covenants and conditions as are customary for license agreements of such nature and if the parties fail to reach agreement on such terms, then the LXI Member shall have no obligation to grant the license.

3. The LXI Member is unwilling to grant licenses in accordance with provisions of either 1 or 2 above (this choice is not an option for patents and/or pending applications resulting out of collaboration within the LXI Consortium) . In this case, the following information must be provided as part of this declaration:

- patent registration/application number;
- an indication of which portions of the Standard are affected.

LXI Standard Rev. 1.1, April 4, 2006

- a description of the patent claims covering the Standard;

*“Reciprocity” means with respect to other parties that have a patent or patent claim required in the use or implementation of the relevant Standard(s), the Patent Holder shall only be required to license to such parties if they are willing to license their patents or patent claims under options 1 or 2 of the Patent Statement and Licensing Declaration.

Signature _____

Organization

Name of authorized person

Title of authorized person

Signature Date

Patent Information (desired, but not required)

<u>No.</u>	<u>Registration Number/ Country</u>	<u>Title/Inventor(s)</u>	<u>Status</u> <i>[granted/ pending]</i>
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No Known Patent Statement and Licensing Declaration for LXI Consortium Members

Please return to”
LXI Consortium
361 Second Ave., #203
PO Box 1016
Niwot, CO 80544-1016
USA
LXI FAX: 303-652-1444

Organization Name:

Legal Name:

Contact for license application:

Name

Department

Address

Tel.

E-mail

LXI Consortium Standard (including specific version number) – “Standard”:

Number: Rev 1.1

Title: LXI Standard Rev. 1.1, April 4, 2006

Number: Rev 1.1

Title: LXI Trigger Bus Cable and Terminator Specifications Rev 1.1, April 5, 2006

No Necessary Patents Statement and Licensing Declaration

The LXI Member’s representative believes that the LXI Member does not hold any Patent Rights (granted patents, or pending patent applications held as of the date of execution hereof, and any later filed patent application or issued patents which have a priority date preceding the adoption date of the Standard, the use of which would be required to implement the Standard or any preceding version of the Standard). The LXI Member further hereby declares, in accordance with the LXI Consortium Patent Policy, that:

1. it will immediately notify the LXI Consortium if the LXI Member becomes aware that it holds Patent Rights; and
2. hereby declares that if it is a holder of Patent Rights (check one box only):

1. The LXI Member will grant a royalty-free license on a non-discriminatory basis to an unrestricted number of: a) LXI Consortium Members who have executed and submitted a Patent Statement and Licensing Declaration or a No Known Patent Statement and Licensing Declaration, and b) non-members who have been licensed to use the LXI Consortium trademark(s) and who have executed and submitted a Patent Statement and Licensing Declaration for LXI Trademark Licensees, to use Patent Rights which is reasonably necessary in order to manufacture, use, and/or sell implementations of the Standard in those countries where the LXI Member has Patent Rights. Mark here if the LXI Member’s willingness to license is conditioned on reciprocity for the Standard or preceding versions thereof.* Negotiations of licenses are left to the parties concerned and are performed outside the LXI Consortium. Such licenses may contain representations, warranties, covenants and conditions as are customary for license agreements of such nature and if the parties fail to reach agreement on such terms, then the LXI Member shall have no obligation to grant the license.

2. The LXI Member will grant a license on a non-discriminatory basis and on reasonable terms and conditions to an unrestricted number of: a) LXI Consortium Members who have executed and submitted a Patent Statement and Licensing Declaration or a No Known Patent Statement and Licensing Declaration, and b) non-members who have been licensed to use the LXI Consortium trademark(s) and who have executed and submitted a Patent Statement and Licensing Declaration for LXI Trademark Licensees, to use the Patent Rights reasonably necessary in order to manufacture, use, and/or sell implementations of the Standard in those countries where the LXI Member has Patent Rights. Mark here if the LXI Member’s willingness to license is conditioned on reciprocity for the Standard or preceding versions thereof.* Negotiations of licenses are left to the parties concerned and are performed outside the LXI Consortium. Such licenses may contain representations, warranties, covenants and conditions as are customary for license agreements of such nature and if the parties fail to reach agreement on such terms, then the LXI Member shall have no obligation to grant the license.

LXI Standard Rev. 1.1, April 4, 2006

*“Reciprocity” means with respect to other parties that have a patent or patent claim required in the use or implementation of the relevant Standard(s), the Patent Holder shall only be required to license to such parties if they are willing to license their patents or patent claims under options 1 or 2 of the Patent Statement and Licensing Declaration.

Signature _____

Organization

Name of authorized person

Title of authorized person

Signature Date

Patent Statement and Licensing Declaration for LXI Trademark Licensees

This declaration does not represent an implied license grant

Please return to”

LXI Consortium
361 Second Ave. #203
PO Box 1016
Niwot, CO 80544-1016
LXI Phone: 303-652-2585
LXI FAX: 303-652-1444

LXI Consortium Standard (including specific version number) – “Standard”:

Number: Rev 1.1

Title: LXI Standard Rev. 1.1, April 4, 2006

Number: Rev 1.1

Title: LXI Trigger Bus Cable and Terminator Specifications Rev 1.1, April 5, 2006

Patent Holder/Organization:

Legal Name

Contact for license application:

Name

Department

Address

Tel.

E-mail

Check box A or B and box 1 or 2, below – If a selection is not clearly made, e.g. both boxes or neither box is checked, the parties agree that Box A and Box 1 will be elected.

The LXI Trademark Licensee (“Licensee”) believes that it:

A. holds Patent Rights (granted patents or pending applications which are held as of the date of execution hereof, and any later filed patent application or issued patents which have a priority date preceding the adoption date of the Standard, the use of which would be required to implement the Standard) and hereby declares, in accordance with the LXI Consortium Patent Policy, that it will license such Patent Rights in accordance with the checked statement 1 or 2 below.

B. does not hold any Patent Rights (granted patents or pending applications which are held as of the date of execution hereof, and any later filed patent application or issued patents which have a priority date preceding the adoption date of the Standard, the use of which would be required to implement the Standard), but will immediately notify the LXI Consortium if the Licensee becomes aware that it holds Patent Rights. Licensee also declares that if it is now is or later becomes a holder of Patent Rights that it will license such in accordance with the checked statement 1 or 2 below.

1. The Licensee will grant a royalty-free license on a non-discriminatory basis to an unrestricted number of: a) LXI Consortium Members who have executed and submitted a Patent Statement and Licensing Declaration or a No Known Patent Statement and Licensing Declaration, and b) non-members who have been licensed to use the LXI Consortium trademark(s) and who have executed and submitted a Patent Statement and Licensing Declaration for LXI Trademark Licensees, to use Patent Rights which is reasonably necessary in order to manufacture, use, and/or sell implementations of the Standard in those countries where the Licensee has Patent Rights. Mark here if the Licensee’s willingness to license is conditioned on reciprocity for the Standard or preceding versions thereof.* Negotiations of licenses are left to the parties concerned and are performed outside the LXI Consortium. Such licenses may contain representations, warranties, covenants and conditions as are customary for license agreements of such nature and if the parties fail to reach agreement on such terms, then the Licensee shall have no obligation to grant the license.

2. The Licensee will grant a license on a non-discriminatory basis and on reasonable terms and conditions to an unrestricted number of: a) LXI Consortium Members who have executed and submitted a Patent Statement and Licensing Declaration or a No Known Patent Statement and Licensing Declaration, and b) non-members who have been licensed to use the LXI Consortium trademark(s) and who have executed and submitted a Patent Statement and Licensing Declaration for LXI Trademark Licensees, to use the Patent Rights reasonably necessary in order to manufacture, use, and/or sell implementations of the specific Standard in those countries where the Licensee has Patent Rights. Mark here

LXI Standard Rev. 1.1, April 4, 2006

if the Licensee's willingness to license is conditioned on reciprocity for the Standard or preceding versions thereof.* Negotiations of licenses are left to the parties concerned and are performed outside the LXI Consortium. Such licenses may contain representations, warranties, covenants and conditions as are customary for license agreements of such nature and if the parties fail to reach agreement on such terms, then the Licensee shall have no obligation to grant the license.

*"Reciprocity" means with respect to other parties that have a patent or patent claim required in the use or implementation of the relevant Standard(s), the Patent Holder shall only be required to license to such parties if they are willing to license their patents or patent claims under options 1 or 2 of the Patent Statement and Licensing Declaration.

Signature _____

Organization

Name of authorized person

Title of authorized person

Signature Date

See next page for sheet to list patent information (if needed).

Patent Information (desired, but not required)

<u>No.</u>	<u>Registration Number/ Country</u>	<u>Title/Inventor(s)</u>	<u>Status</u> <i>[granted/ pending]</i>
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