



# **LXI Consortium Trademark, Patent and Licensing Policies**

Revision 1.0

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**Trademark** LXI is a registered trademark of the LXI Consortium.

## Revision history

<i>Revision</i>	<i>Description</i>
Version 1	Initial version adopted which combined informal existing documents, aligned logo use rules with the Reference Design and provided guidance on IPR requirements.

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# 1. Introduction

This document specifies the terms and conditions for the use of the LXI Consortium trademark and logo and the terms of the LXI Consortium Patent Policy and Licensing Policy. The terms, conditions and specifications in this document are binding on all Consortium members, licensees and authorized agents.

The use of the LXI Consortium trademark and logo in conjunction with any product is subject to the terms, conditions and specifications in this document.

## 2. LXI Consortium trademark and logo

### 2.1. Definition of the LXI trademark and logo

The LXI trademark is the three-letter combination LXI. This trademark is owned by the LXI Consortium.

The LXI logo is the symbol (image) shown below:



The detailed specifications of this image are in section 2.3.

### 2.2. Authorized usage of the LXI trademark and logo

#### 2.2.1. Definition of terms

The following definitions shall apply throughout this document:

1. LXI member: A member company, individual or organization of the LXI Consortium as defined in the By-laws of the LXI Consortium.
2. Licensee: A company not an LXI member or an individual who has been authorized by the Consortium Board of Directors to use the LXI trademark and logo for purposes described in section 2.2.2, who has paid a license fee set at the discretion of the Board of Directors and who has fulfilled all other requirements of this document including but not limited to adherence to the Patent Policy of section 3
3. Agent: A company or person who has been authorized by the Consortium Board of Directors to use the LXI trademark and logo on behalf of the Consortium for any purpose designated by the Board of Directors.
4. LXI Standard: A standard owned by the LXI Consortium.

#### 2.2.2. Authorized uses of the LXI trademark and logo

The use of the LXI trademark and logo is restricted as follows:

LXI members may place the LXI logo on their organization web site only for the purpose of identifying them as members of the Consortium.

- LXI members or licensees may use the trademark or logo for marketing collateral describing products certified to be conformant to an LXI Standard as specified in the document *LXI Consortium Policy for Certifying Conformance to LXI Consortium Standards*.
- LXI members or licensees creating such marketing collateral may use all appropriate customer interfaces and electronic and hard copy communications in referring to these certified products. Interfaces and communications include, but are not limited to, Web pages, direct mail, brochures, product overviews, catalogs, application notes, presentations, and tradeshow materials. In such material, the LXI Consortium name must be used in full when it is first referenced in the text, and should appear as LXI Consortium with respect to case and in the same style and weight as the rest of the text. Thereafter the descriptor LXI may be dropped and

the word Consortium (note case) used. Because of the variety of communication mediums, this document cannot be all-inclusive. Case-by-case issues may arise and good judgment should be used. For questions, please contact the Executive Director at ExecDir@lxistandard.org

- LXI members **or** licensees may use or display the trademark or logo on a product certified conformant to an LXI Standard as specified in the document *LXI Consortium Policy for Certifying Conformance to LXI Consortium Standards*.
- Only products certified to conform to an LXI Standard as specified in the document *LXI Consortium Policy for Certifying Conformance to LXI Consortium Standards* may use or display the LXI trademark or logo on such product. The LXI Standards applicable to the product may specify the position and acceptable usage methods of the LXI trademark or logo in conjunction with the product.
- LXI members or licensees may use the LXI trademark or logo in marketing collateral for software products if such products can communicate with and function correctly with products certified to conform to an LXI Standard as specified in the document ‘ *LXI Consortium Policy for Certifying Conformance to LXI Consortium Standards*’.
- System integrators who are LXI members or licensees may use the LXI trademark or logo in marketing collateral if they are using or accessing products certified to conform to an LXI Standard as specified in the document *LXI Consortium Policy for Certifying Conformance to LXI Consortium Standards*.
  
- Representations of the LXI logo shall conform to the specifications in section 2.3.
  - Member, licensees, and agents agree that the products or uses bearing or related to the LXI Trademark shall comply with all applicable laws and regulations in connection with such products.
  - Member’s, licensee’s, and agent’s use of the LXI Trademark shall be in a manner consistent with the high standards, reputation, and prestige of the Consortium.
  - Terms for non-members obtaining a license to use the LXI trademark or logo are specified in section 3.
  
- LXI is a trademark of the LXI Consortium Inc., which reserves the right to allow or disallow use of the LXI trademark and logo on products and published material based on conformance to a standard of the LXI Consortium.
- Failure to comply with these guidelines or misuse of the LXI Consortium’s trademark or logo may result in the revocation of your right to use the LXI Consortium’s trademark or logo and possible legal actions.
  - The license to use the LXI trademark and logo for *new* LXI products shall expire 30 days after a cancellation of LXI Consortium membership is sent from the LXI Consortium Executive Director, or from the date of a license grant expiration.
    - For existing LXI products on that date, the license to use the LXI trademark and logo remains in force.
  -

## 2.3. LXI Logo specifications

### 2.3.1. LXI logo in conjunction with other text or images

Unless otherwise specified in an LXI Standard, a member, licensee or agent shall not use the LXI Trademark in combination with, nor include the LXI trademark in, any other name, word, or trademark, including the Company's corporate name, business name, or domain names.

The LXI mark shall be a secondary visual to the host brand. It should be placed on a product or in collateral mediums away from and in a subordinate position to the host (primary) brand, see examples in 2.3.6.

### 2.3.2. Logo scale

The LXI logo must not be altered or distorted. See section 2.3.7 for examples of unacceptable alterations of the LXI logo. The logo may be uniformly enlarged or reduced provided the legibility and quality are not compromised.

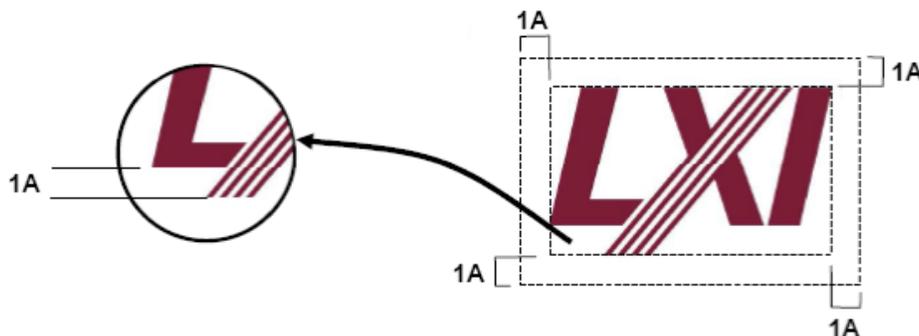
The minimum recommended size of the LXI logo is ¼" (6.35mm) as measured by the height from the top of the letters to the bottom of the long cross line in the letter X.

The precision of the printing or reproduction process and the quality of the substrate must be sufficient to reproduce all the elements of the trademark clearly and accurately.

Some printing processes, such as silkscreen, and other mediums, such as the Web, do not always reproduce small letterforms and elements clearly. Accordingly, reproduction of the trademark in these mediums should be larger than the recommended minimum size.

### 2.3.3. Clear space

Clear space is the area surrounding the visual cue that should be free of any text, graphics, borders and other logos. The measurement 1A represents the clear space around the logo and is determined by the distance from the bottom of the "L" to the bottom of the extended leg of the "X" as shown in the detail below.



### 2.3.4. Color treatments

The acceptable colors for the LXI Consortium logo are black or Pantone 181 or its RGB, hexadecimal and CMYK equivalents. The background color of the “reversed-out” or “transparent” portions of the logos can be any color.



The precise specifications for colored representations of the logo are shown in the following table.

Pantone	RGB			HEX (web color)	C-M-Y-K
181	124	45	35	#78291C	32-90-87-39

The color renditions shown throughout this manual have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. PANTONE is a U.S. trademark of Pantone, Inc.

### 2.3.5. Approved formats

The examples shown below are approved formats for the LXI logo.



Artwork for these logo formats is available in the following file formats:

.eps

.tif

.png

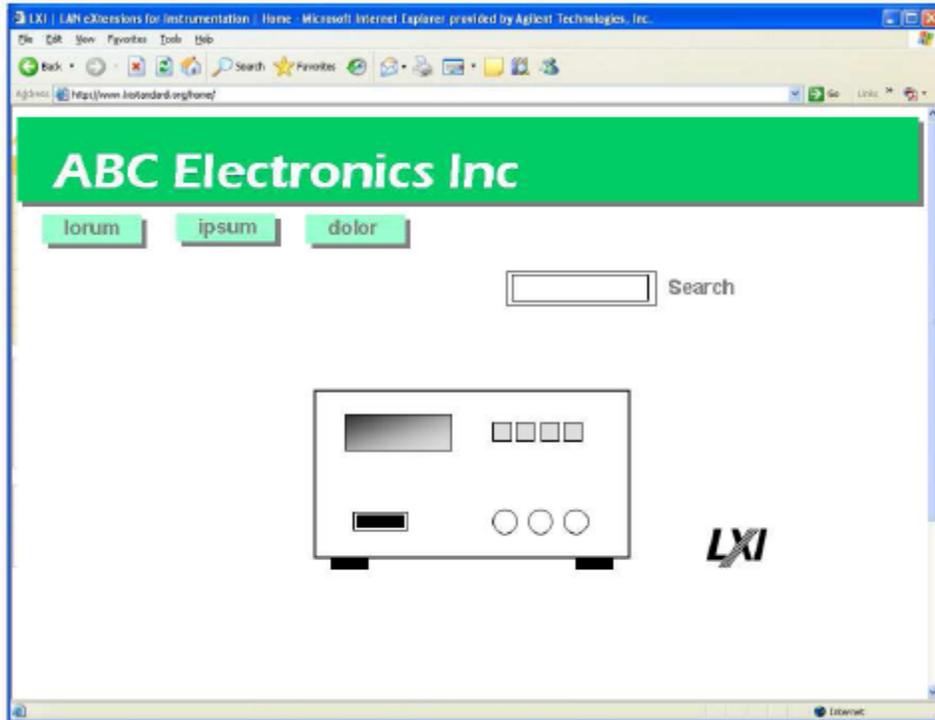
.gif

.jpg

This artwork can be obtained by request from: [ExecDir@lxistandard.org](mailto:ExecDir@lxistandard.org) or from the member's area of the Consortium web site in the folder "LXI Logos – different formats".

### 2.3.6. Examples of acceptable usage of the LXI logo

The following images illustrate examples of acceptable usage of the LXI logo in collateral mediums.

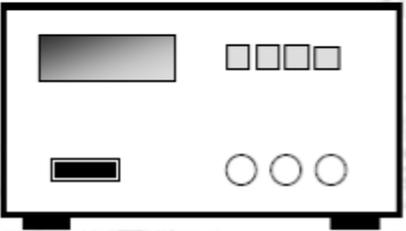


# Automated Test Corporation



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## VCOs

10-4400MHz

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©2016 LXI Consortium. All rights reserved. Quality in our products by using digital test equipment.

## Industry Experts' Comments

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- Joe Engineer, XYZinc, Research & Development



### 2.3.7. Examples of unacceptable usage of the LXI logo

The following images illustrate examples of unacceptable alterations of the LXI logo.



Don't add an outline around the logo



Don't use unapproved colors or formats



Do not use as a repeated graphical element



This logo and message are not approved for usage by third parties. This is reserved for use by the LXI Consortium.



Do Not change the type of the Logo



Do Not combine the LXI logo with other logos.



The LXI logo is always secondary to the primary brand.



## **3. LXI Consortium patent policy and trademark licensing**

### **3.1. Introduction**

Section 3 specifies the policies, documentation, and responsibilities related to patents and trademark licensing.

### **3.2. Patent policy for the development of LXI Standards**

If technical reasons justify the use of a **technology** 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 – **the technology** may be included in an LXI Standard. .

#### **3.2.1. Duties of persons involved in the development of LXI Standards**

All committee Chairpersons (“Chairs”) leading committees, sub-committees or working groups involved in the creation or modification of an LXI Standard (“proposed Standard”) document shall at the beginning of every meeting draw the attention of the committee to any patent rights of which the Chairperson is aware that have been identified as possibly bearing on an item (an “identified patent”) of the proposed Standard document. The Chairperson shall call for notification of patent rights from the committee. A slide set is available on the LXI Consortium web site Specification page and shall be used by the Chairperson to satisfy the requirements of this section.

Any party involved in the creation or modification of an LXI Standard document shall draw the attention of the committee and the Chairperson of the LXI Technical Committee to any patent rights (relevant patents) that may apply to technology contained or being introduced into the proposed Standard of which it becomes aware during any stage in the development of the proposed Standard document.

#### **3.2.2. Duties of the Chairperson of the LXI Consortium Technical Committee**

Prior to submission of the proposed Standard to ballot by voting members of the LXI Consortium as specified in the document *LXI Consortium Operating Procedures*, the LXI Consortium Technical Chairperson will request that the Executive Director requests of LXI Consortium Members and Trademark License holders to make a patent statement and licensing declaration by completing and Intellectual Property Rights Election Form.

#### **3.2.3. Duties of Representatives of the LXI Consortium Members and Trademark License holders.**

When requested by the LXI Consortium Executive Director, consortium members and trademark license holder representatives are required to declare on an Intellectual Property Rights Election Form that:

The representative irrevocably agrees that if the Draft Specification referred to is adopted:

\_\_\_\_\_ a) That on request it will license all Necessary Claims and other necessary IPR owned by it and inherent in the resulting Specification on a perpetual, non-exclusive and worldwide basis, without compensation and otherwise on a RAND basis, to all Implementers; *or*

\_\_\_\_\_ b) The Member agrees to the same terms, except with regard to compensation, and reserves the right to charge a royalty or other fee on RAND terms; *and/or*

\_\_\_\_\_ c) The Member identifies certain Necessary Claim(s) and/or other IPR in an Exhibit under the Draft Specification, in its current form, and the portion of the Draft Specification that would Necessarily Infringe such Necessary Claims or other IPR, and hereby notifies the Consortium that no guarantee of license rights is being made (or that such rights will in fact be denied in all cases) as to such Necessary Claims.

*(Note: The representative may elect option a) or b) as to some Necessary Claim(s), and option c) as to other Necessary Claim(s)).*

If Members do not respond by the deadline, then the default answer is taken as b).

The representative will confirm they are not aware of any Necessary Claim(s) or other IPR of any third party that might be infringed by the implementation of the Draft Specification referenced above. If the representative is aware of any such potential infringement, then the representative will describe such Necessary Claim(s) or other IPR in an Exhibit, together with any supporting documentation that may be readily available to the representative.

### **3.2.4. Publication of the proposed Standard**

A Standard document shall not be published until either a *Patent Statement and Licensing Declaration* or a *No Known Patent Statement and Licensing Declaration* request unless the LXI Board gives authorization.

### **3.2.5. Patent rights text in draft and published LXI Standards**

All drafts of the Standard document shall include on the cover page the following text: "Recipients of this draft are invited to submit to the **Chairperson of the LXI Consortium Technical Committee**, notification of any relevant patent rights of which they are aware and to provide supporting documentation." **This text shall not appear in the published Standard document.**

A published Standard document, for which no patent rights are identified during the preparation thereof, shall contain the following notice in the front matter:

“Attention is drawn to the possibility that some of the elements of this document may be the subject of patent rights. The LXI Consortium shall not be held responsible for identifying any or all such patent rights, for conducting inquiries into the legal validity or scope of patent rights, or determining whether any licensing terms or conditions are reasonable or non-discriminatory. Users of this standard are expressly advised that determination of the validity of any patent rights, and the risk of infringement of such rights, is entirely their own responsibility.”

A published Standard document for which patent rights have been identified during the preparation thereof, shall include the following notice in the front matter:

“ Attention is drawn to the possibility that some of the elements of this document may be the subject of patent rights. A holder of such patent rights has filed a copy of the document Intellectual Property Rights Election Form with the Consortium. By publication of this standard, no position is taken with respect to the existence or validity of any patent rights in connection therewith. Other patent rights may exist for which the LXI Consortium has not received a declaration in the form of the document Patent Statement and Licensing Declaration. The LXI Consortium shall not be held responsible for identifying any or all such patent rights, for conducting inquiries into the legal validity or scope of patent rights, or determining whether any licensing terms or conditions are reasonable or non-discriminatory. Users of this standard are expressly advised that determination of the validity of any patent rights, and the risk of infringement of such rights, is entirely their own responsibility.”