

LETTER OF ASSURANCE FOR ESSENTIAL PATENT CLAIMS

Please return via mail,
e-mail (.pdf), or FAX to:

Secretary, IEEE-SA Standards Board Patent Committee
Institute of Electrical and Electronics Engineers, Inc.
445 Hoes Lane
Piscataway, NJ 08854 USA
FAX (+1 732-875-0524) e-mail: patcom@ieee.org

No license is implied by submission of this Letter of Assurance

A. SUBMITTER:

Legal Name: _____ (“Submitter”)

B. SUBMITTER’S CONTACT FOR LICENSE APPLICATION:

Name & Department: _____
Address: _____
Telephone: _____ Fax: _____ E-mail: _____
URL: _____

Note: The IEEE does not review and does not endorse the contents nor confirm the continuing accuracy or consistency of any web sites listed above.

C. IEEE STANDARD or PROPOSED IEEE STANDARD:

Number: _____
Title: _____

D. SUBMITTER'S POSITION REGARDING LICENSING ESSENTIAL PATENT RIGHTS:

In accordance with Clause 6 of the *IEEE-SA Standards Board Bylaws*, the Submitter hereby declares the following (**check box 1 or box 2**):

Note: The IEEE takes no position with respect to the reasonableness of rates, terms, and conditions of any license agreements offered by the Submitter.

- 1. The Submitter **MAY** own or control Patent Claims that might become Essential Patent Claims. With respect to any Patent Claim that becomes an Essential Patent Claim, the Submitter’s licensing position is as follows (**check A, B, C, or D and any applicable subordinate boxes**):
 - A. The Submitter will grant a license without compensation to an unrestricted number of applicants on a worldwide, non-discriminatory basis with reasonable terms and conditions to comply with the [Proposed] IEEE Standard.
 - A sample of such a license that is substantially similar to what the Submitter would issue is attached (optional).
 - B. The Submitter will grant a license under reasonable rates to an unrestricted number of applicants on a worldwide, non-discriminatory basis with reasonable terms and conditions to comply with the [Proposed] IEEE Standard.

These reasonable rates will not exceed _____ (e.g. percent of product price, flat fee, per unit) (optional):

 - A sample of such a license that is substantially similar to what the Submitter would issue is attached (optional).
 - C. The Submitter without conditions will not enforce any of its present or future Essential Patent Claims against any person or entity creating, using, selling, offering to sell, importing, distributing or implementing a compliant implementation of the [Proposed] IEEE Standard.
 - D. The Submitter is unwilling to grant licenses according to the provisions of either A or B above or to agree that it will not enforce any of 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 or control that might become Essential Patent Claims. For these purposes, “a reasonable and good faith inquiry” means that the Submitter has contacted those individuals who are from, employed by or otherwise represent the Submitter and who are either (a) subject area experts for the [Proposed] IEEE Standard; or (b) are known to the Submitter to be current or past participants in the development process of the [Proposed] IEEE Standard, including, but not limited to, participation in a Sponsor-Ballot or Working Group.

Note: Nothing in this Letter of Assurance shall be interpreted as giving rise to a duty to conduct a patent search.

E. SCOPE OF ASSURANCE

The Submitter may, but is not required to, identify one or more of its Patent Claims that it believes might become Essential Patent Claims. (**Check box 1 or box 2 below**) *Note: Complete this section only if box D.1 above is checked.*

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

Patent/Application Number: _____
 Title: _____
 Claim: _____

Patent/Application Number: _____
 Title: _____
 Claim: _____

Patent/Application Number: _____
 Title: _____
 Claim: _____

Use additional pages, as necessary.

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

F. APPLICATION TO AFFILIATES

With respect to any Essential Patent Claims that may be owned or controlled by an Affiliate, the Submitter agrees that (i) the licensing statements described in D and E above apply to any Essential Patent Claims that may be owned or controlled by an Affiliate; and (ii) the terms of this letter are binding on each such Affiliate; provided, however, that such 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, 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 letter and acknowledge that users and implementers of the [Proposed] IEEE Standard identified above are relying upon and may enforce the terms of this letter. You agree not to sell or otherwise transfer any rights in any Essential Patent Claims that you hold or control in a manner that circumvents or negates any of the representations and commitments made in this letter.

[OPTION A: You agree (a) to provide notice of the representations and commitments made in this letter either through a general disclaimer or specific reference to the terms of this letter to any assignee or transferee; and (b) to require your assignee or transferee to similarly provide notice and bind its assignee or transferee as described in (a) and (b)].

[OPTION B: You agree (a) to bind your assignees and transferees to the representations and commitments made in this letter; and (b) to require your assignee or transferee to similarly bind its assignee or transferee as described in (a) and (b)].

If the Submitter becomes aware of Patent Claims not already covered by an existing Letter of Assurance that are owned or controlled by the Submitter that may become Essential Patent Claims, the Submitter agrees to submit a Letter of Assurance covering such Patent Claims.

Print name of authorized person: _____

Title of authorized person: _____

Signature of authorized person: _____ Date: _____

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 the IEEE-SA Standards Board Patent Committee.

The IEEE Patent Policy and the procedures used to execute that policy are documented in the IEEE-SA Standards Board Bylaws and the IEEE-SA Standards Board Operations Manual, available at <http://standards.ieee.org/resources/index.html#guides>. The terms and definitions set forth in the IEEE Patent Policy, Standards Board By-Laws and Standards Board Operations Manual in effect as of the date of this Letter of Assurance are incorporated herein.