



## WIRELESS INNOVATION FORUM INTELLECTUAL PROPERTY RIGHTS POLICY

As approved on 10 November, 2016

### 1. IPR Generally

#### 1.1 Purpose

The Software Defined Radio Forum, Inc. doing business as (d/b/a) The Wireless Innovation Forum (the "Forum") has adopted this Intellectual Property Rights Policy (the "Policy") and related rules of procedure (the "Rules of Procedure") in order to minimize the possibility of inadvertent infringement of the IPR of Members and third parties using or implementing any Forum Specifications or Other Work Products. Capitalized terms that are not defined in context are defined in Section 2 below.

#### 1.2 Applicability

(a) All Members, all Representatives, and all Participants participating in Wireless Innovation Forum activities resulting in the development of Forum Specifications, Code or Other Work Products are subject to this Policy and the Rules of Procedure.

(b) This IPR Policy applies to two categories of Forum collaborative output: material distributed entirely or substantially (i.e., accompanied by additional documentation) in the form of source and/or object code (collectively, "Code"), and all other work product (i.e., Specifications and Other Work Product). In addition to the other terms of this Policy, the following terms shall apply to Code:

- i. All contributions of Code by Members and third parties shall be made under the Contribution Agreement attached as Exhibit A ("Contribution Agreement"), or such other agreement as shall be approved by the Board of Directors in compliance with this IPR Policy in any given instance and agreed to in advance by the Code Contributor.
- ii. All licenses of Code to Members and/or third parties shall be under such form(s) of license as may from time to time be approved by the Board of Directors of the Forum, either generally, or in any given instance (each a "Forum Code License"). For the avoidance of doubt, the terms of Forum Code Licenses (including terms relating to fees) offered to non-Members may differ from the terms of Forum Code Licenses offered to Members.

#### 1.3 Member Legal Rights and Obligations

Every Participant and Representative recognizes that the standards development process is based upon a relationship of trust between those that participate, and that absent the ability of each Participant and Representative to rely upon each other Participant and Representative to abide by the rules of this Policy, both patent owners and non-patent owners alike might be unwilling to assist in the development of, or to implement, Specifications, Forum Code and Other Work Product. Accordingly, each Participant and Representative agrees that by participating in a Project, it assumes an obligation to act in good faith with respect to every other such Participant

and Representative, and with respect to every Implementer, with respect to any Specification, Forum Code or Other Work Product developed by that Project. Each such Participant and Representative, and each such Implementer, shall be a third party beneficiary of all such obligations. Every Participant and every Representative agrees that in the event it asserts a Patent Claim against any other Member, Forum Code Licensee or Implementer in violation of the patent owner's obligations under this IPR Policy, the defending party shall be entitled to assert such violation in its own defense in any competent court of law.

#### 1.4 Alignment With Other Relevant Policies

This Policy has been formulated to align generally with those of other related organizations whose own IPR policies conform to current "best practices" in order to facilitate wide adoption and to facilitate implementation in products that also implement the Specifications of other organizations

## 2. Additional Definitions

<b><u>Term</u></b>	<b><u>Definition</u></b>
Call for Patents	See Section 3.6 below
Code Contribution	A contribution of Code with the intention that such Code be considered for inclusion in Forum Code.
Code Contributor	Both a Member as well as any representative(s) of a Member, and any other person or entity making a Code Contribution.
Code Description	A detailed listing and description of all functionalities enabled by a specific Code Contribution to the extent such contribution is included in any Draft Specification or becomes Forum Code, as the context requires.
Defensive Suspension	A term in a License entitling the licensor to suspend the License if the licensee asserts a Necessary Claim under the same Specification Owned by it against the licensor, where infringement of such Necessary Claim results solely from the implementation of such Specification.
Draft Specification	A technical specification or other material, including Forum Reports and Recommendations, that is produced by a Project and has not, as yet been balloted by the Forum that could, if used or implemented as intended, infringe a claim(s) under an issued patent or a patent application anywhere in the world.
Forum Code	Code that has been formally adopted by the Forum. Unless the context otherwise requires, any reference to the adoption of Forum Code shall also be deemed to apply to the adoption of an amendment to Forum Code as well.
Forum Code Licensees	Those Members and non-Members that obtain a Forum Code License from the Forum.
Implementers	Those Members and non-Members who desire to use or implement a Specification.
IPR	An abbreviation of "Intellectual Property Rights." As used in this Policy, IPR means claims in patents and patent applications and copyrights, but excludes trademarks and trade secrets.
License	Either (a) an agreement to license Necessary Claim(s) to any Implementer or Forum Code Licensee, as the case may be, on a

	perpetual, non-exclusive and worldwide basis, and otherwise upon RAND terms, with such license permitting the licensee to Use such Necessary Claim(s) or include Forum Code, as the case may be, or (b) a binding, perpetual, irrevocable commitment, in a form acceptable to the Forum, not to assert Necessary Claim(s) against any Implementer of the Specification or Forum Code, as the case may be, or user of a product implementing such Specification or incorporating any such Forum Code, to which such commitment relates. With respect to Code Contributions, the foregoing licensing obligations apply to (i) all Necessary Claims relating to Forum Code, with respect to the Submitter of such Forum Code, and (ii) all Necessary Claims relating to the functionalities listed and described in the Code Description of such Forum Code, with respect to all other Participants.
Member	A Forum member of any class
Necessarily Infringed	Unavoidable infringement by (a) an implementation of a Required Element of a Specification, there being no reasonable alternative way to implement that element of the Specification without resulting in such infringement, or (b) .
Necessary Claims	Those claims under patents and/or patent applications anywhere in the world that would be Necessarily Infringed by the implementation of the Required Elements of a Specification or use of Forum Code, as the case may be. Necessary Claims do not include claims covering reference implementations or implementation examples of Specifications, except to the extent that the same are Forum Code.
Other Work Product	Any Project deliverable that is not a Draft Specification, Specification or Forum Code, including Wireless Innovation Forum Reports and Wireless Innovation Forum Recommendations. Unless the context otherwise requires, any reference to the adoption of Other Work Product shall also be deemed to apply to the adoption of an amendment to that Other Work Product as well.
Owned	With respect to any Necessary Claim(s), the word “Owned” includes any Necessary Claim(s) that are (a) Owned by the Member or any third party Participant in question or any of its Related Parties, and/or (b) controlled but not Owned by it or any of its Related Parties, provided that the Member or third party Participant in question or such Related Party is (i) entitled to sublicense such Necessary Claim(s), and (ii) would not incur an obligation to pay any royalty or other compensation to the true owner of such Necessary Claim(s) in connection with a sublicense.
Participant	Any Member or invited third party that takes part in a Project and has not withdrawn in writing from such Project within 90 days of the date upon which that Project was approved by the Project Approval Committee or within 90 days of joining the project, which ever comes later, whether or not it is still a Member at the time that any obligation applicable to the Participants in such Project matures.
Project	A formally chartered project as approved by the Project Approval Committee, that is intended to produce a Specification, Forum Code or Other Work Product.

Project Approval Committee	The Wireless Innovation Forum Project Approval Committee, as defined in SDRF Policy 002 ( <a href="http://www.sdrforum.org/pages/aboutTheForum/PACprocedures-2008-02-07.pdf">http://www.sdrforum.org/pages/aboutTheForum/PACprocedures-2008-02-07.pdf</a> )
RAND	Reasonable and Non-discriminatory. For the avoidance of doubt, the inclusion of a Defensive Suspension term or Reciprocity requirement in a License is deemed to be reasonable.
Reciprocity	A License term requiring a licensee to provide a License back to the licensor with respect to any Necessary Claim(s) Owned by the licensee under the same Specification.
Related Party	Any entity that is directly or indirectly controlled by the subject party. For this purpose, “control” means beneficial ownership or the right to exercise more than 50% of the voting power for the entity.
Representative	Any individual that acts on behalf of a Member or third party that becomes subject to this Policy in connection with a Project, or in the completion of any form to be delivered to the Forum pursuant to the Policy or the Rules of Procedure.
Required Element	Any element of a Draft Specification or Specification that has not been identified as “Optional,” and any line of Forum Code. For the avoidance of doubt, when a Draft Specification or Specification requires an Implementer to implement one of two or more alternative elements, then all such elements shall be deemed to be “Required Elements.”
Specification	A Draft Specification that has been formally adopted by the Forum. Unless the context otherwise requires, any reference to the adoption of a Specification shall also be deemed to apply to the adoption of an amendment to a Specification as well.
Submission	A contribution of material with the intention that such material be considered for inclusion in a Specification or Other Work Product. A Submission, in written, electronic (or oral form if confirmed by subsequent electronic or written confirmation), may occur: as a result of an unsolicited offer to the Forum of existing technology by a Member or third party; in response to a general Forum request for proposals; or from a Participant at any time during a technical process.
Submitter	Both a Participant as well as any person or entity making a Submission.
Relevant Committee	At any relevant time, the most senior Forum Committee involved in the technical process.
Use	With respect to (a) a Specification, to make, have made, use, reproduce, market, import, offer to sell and sell, and to otherwise distribute products that implement such Specification, and (b) Forum Code, to reproduce, distribute, publish, display, perform, and create derivative works using such Forum Code.

### 3. Patent Claims

#### 3.1 Obligations of Submitters and Code Contributors

- (a) By making a Submission, a Submitter:

(i) agrees, on behalf of itself and all of its Related Parties, that if the Draft Specification in connection with which the Submission is made is finally approved by the Forum, the Submitter and each of its Related Parties will provide a License to all Necessary Claim(s) Owned by it and such Related Parties included in its Submission that become Necessary Claim(s), either with or without compensation.

(ii) represents and warrants that the Submitter has reviewed this Policy and the Rules of Procedure and agrees that its Submission is being made in full compliance with the same;

(iii) agrees that the Forum may copy, distribute and otherwise make available the Submission for the purpose of evaluation, and that in the event that the Submission is accepted, in whole or in part, that the Forum will own the copyright in the resulting Specification in the manner specified in Section 4 below, provided that such permission shall not in any way deprive the Submitter of any patent claims or other IPR relating to the technology to which its Submission relates;

(iv) represents that its Representative is 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 in connection with which the Submission has been made as a result of the incorporation of the Submission therein, whether in whole or in part.

(b) Every Submission shall be deemed to have been made subject to the following disclaimers:

(i) The Submission is being offered without any warranty whatsoever, and in particular, that any warranty of non-infringement is expressly disclaimed, except to the extent of knowing falseness in disclosure of, or failure to disclose, Necessary Claims of third parties when required by this Section 3.1; and

(ii) Any Implementation of any Specification incorporating the Submission in whole or in part shall be made entirely at the Implementer's own risk, and the Submitter shall have no liability whatsoever to any Implementer or third party for any damages of any nature whatsoever directly or indirectly arising from such Implementation, except as a result of any knowing falseness in disclosure of, or failure to disclose, Necessary Claims of third parties when required by this Section 3.1.

(c) By making a Code Contribution, a Code Contributor shall be deemed to have agreed on behalf of itself and each of its Related Parties that the terms of the Contribution Agreement shall apply to its Code Contribution if the draft Forum Code in connection with which the Code Contribution is made is finally approved by the Forum and adopted as Forum Code.

(c) Every Code Contribution shall be accompanied by a completed, signed Contribution Agreement.

### **3.2 Obligations of Participants**

(a) The Representative of a Participant must, at the time that a Draft Specification or draft Forum Code accompanied by a Code Description, as the case may be, is posted for final Participant comments, elect one of the following:

- i. Royalty Free RAND License. Agree that if the Draft Specification or draft Forum Code accompanied by a Code Description, as the case may, is finally approved or adopted, by the Forum, the Participant and each of its Related Parties will provide a License to all Necessary Claim(s) Owned by it and such Related Parties included in such Specification or draft Forum Code accompanied by a Code Description, as the case may,, without compensation and otherwise on a RAND basis; or
- ii. RAND License with Royalty. Agree to the same terms, but reserving the right to charge a royalty or other fee on RAND terms; or
- iii. Withholding of License as to Identified Necessary Claims. Identify those Necessary Claims owned by the Participant and/or its Related Parties under the Draft Specification or draft Forum Code accompanied by a Code Description, as the case may, in its then-current form, and the portion of such Draft Specification or draft Forum Code that would result in such infringement, and indicate that no guarantee of License rights is being made (or that such rights will in fact be denied in some or all cases) as to such Necessary Claims by it and its Related Parties. In the case of Necessary Claims under non-public patent applications, the disclosure of such claims need not be in such detail as would disclose any trade secrets.

**Note:** A Participant may elect option i. or ii. as to some Necessary Claim(s), and this option as to other Necessary Claim(s).

Provided, however, that an election form returned pursuant to this Section 3.2 by a Representative on behalf of a Participant that was a Submitter or Code Contributor, as the case may be, shall only apply to those portions of such Draft Specification or Draft Forum Code that do not derive from such Participant's Submission or Code Contribution, and the Submitter's or Code Contributor's original undertakings under Section 3.1 above shall continue to be binding as to the balance of such Draft Specification or Draft Forum Code.

(b) No elections under this Section 3.2 may be required to be made in less than 21 days from the date that a Draft Specification or Draft Forum Code has been posted for final Participant comments (3 Week Rule for Last Call), and electronic notification of such posting has been sent to each Participant. All elections by Participants involving 3.2 (a) i, ii and iii shall be made pursuant to a completed, signed declaration in the form of **Appendix A** to this Policy.

### **3.3 Obligations of Relevant Committee Members**

Not less than thirty days prior to the date upon which a Participant exercises its right to vote upon the adoption of a Draft Specification or Draft Forum Code, as the case may be, by the Technical Committee, the Forum shall deliver an election form to its Representative in the form of **Appendix A**, together with a link to the text of such Draft Specification or Draft Forum Code. Each such Representative shall complete and return such form together with its vote. In the event that a Representative does not return such form, the terms of Section 3.5 below shall apply to the Participant it represents.

### **3.4 Obligations of Plenary Members**

The Representative of each Member that has not previously submitted a written election form pursuant to Section 3.2 and/or 3.3 above that wishes to exercise its right to vote upon a Draft Specification or Draft Forum Code, as the case may be, shall complete and return an election

form in the form of **Appendix A** together with its vote. In the event that a Representative does not return such form, the terms of Section 3.5 below shall apply to the Member it represents.

### **3.5 Non-Return of Election Forms**

In the event that a Representative does not return a completed and signed election in the form of **Appendix A** at any time required under Section 3.2, 3.3 or 3.4, the Participant or Member it represents, as the case may be, shall be deemed to have agreed that if the Draft Specification or draft Forum Code accompanied by a Code Description in question is finally approved or adopted by the Forum, the Participant or Member, as the case may be, and each of its Related Parties will provide a License to all Necessary Claim(s) Owned by it and such Related Parties included in such Specification or draft Forum Code accompanied by a Code Description, as the case may be, either with or without compensation.

### **3.6 Patent Calls**

At the beginning of every in-person meeting and teleconference that occurs as a part of the technical process, and at any other appropriate time in the course of electronic collaboration as may be provided for under the Rules of Procedure, a Patent Call shall be made by the meeting chair. The text of the Patent Call to be made to be read is set forth in **Appendix B** to this Policy.

### **3.7 Ownership of Collaborative Work Product**

As regards any portion of a Draft Specification or Draft Forum Code that is collaboratively created in a Project (i.e., a portion that was not a formal Submission or Code Contribution ), the following rules shall apply:

(a) Each Participant in a Project agrees that if: (i) the Draft Specification or Draft Forum Code, as the case may be, of that Project is finally approved by the Forum, (ii) any Representative of such a Participant in such Project is named as an inventor in any patent anywhere in the world, where such patent contains a Necessary Claim(s) under such finally adopted Specification or Forum Code, and that claim was discovered as a result of such collaboration; then such Participant will not assert such Necessary Claim(s) anywhere in the world against any Implementer with respect to its implementing of such Specification or Forum Code Licensee with respect to its Use of such Forum Code, or any user of a product implementing such Specification or incorporating such Forum Code, whether in whole or in part.

(b) In the event that any such inventor or Participant shall breach the foregoing obligation, the Forum shall have no obligation to intervene, but such Implementer or Forum Code Licensee, or user of such Implementation or product incorporating such Forum Code, shall be entitled to claim protection, and assert a complete defense against such action, under this Section 3.7 as a third party beneficiary.

### **3.8 Document Notations**

#### **3.8.1 Notation when no Necessary Claims have been Identified**

All Draft Specifications that are subject to public comment and all Specifications shall include the following introductory language:

"Recipients of this document are requested to submit, with their comments, notification of any relevant patent claims or other intellectual property rights of which they may be aware that might be infringed by any implementation of the specification set forth in this document, and to provide supporting documentation."

All Specifications shall additionally include the following introductory language:

"THIS SPECIFICATION IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF THIS SPECIFICATION SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND NEITHER THE FORUM, NOR ANY OF ITS MEMBERS OR SUBMITTERS, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THIS SPECIFICATION."

### **3.8.2 Notation when Necessary Claims or other IPR are Identified**

(a) When Necessary Claims have been identified for Draft Specifications, or thereafter with respect to already published Specifications, where the Owner of such Necessary Claim(s) is willing to provide a license agreement relating to such Necessary Claim(s), such Draft Specification or Specification shall include a notice substantially as follows in the introductory language:

"WIRELESS INNOVATION FORUM draws attention to the fact that it is claimed that compliance with this specification may involve the use of a patent ("IPR") concerning [section of Specification]. WIRELESS INNOVATION FORUM takes no position concerning the evidence, validity or scope of this IPR.

"The holder of this IPR has assured WIRELESS INNOVATION FORUM that it is willing to license all IPR it owns and any third party IPR it has the right to sublicense which might be infringed by any implementation of this specification to WIRELESS INNOVATION FORUM and those licensees (members and non-members alike) desiring to implement this specification. Information may be obtained from:

[Name of Holder of Right]  
[Address]

"Attention is also drawn to the possibility that some WIRELESS INNOVATION FORUM shall not be responsible for identifying any or all such IPR.

"THIS SPECIFICATION IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF THIS SPECIFICATION SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND NEITHER THE FORUM, NOR ANY OF ITS MEMBERS OR SUBMITTERS, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THIS SPECIFICATION."

(b) In the event that the Owner of any IPR has asserted that infringement would result from the implementation of a Draft Specification or Specification, and such owner has refused a request by the Forum to grant a License under the terms of this Policy, then the second paragraph of the above notice shall be replaced or supplemented, as appropriate, with the following:



"The holder of such IPR has refused a request by the Forum that it agree to make a license available for the purpose of implementing this specification. Information may be obtained from:

[Name of Holder of Right]  
[Address]"

### **3.9 Patent Searches**

In no event shall the Forum, or any Representative, Participant or non-Participant Member be obligated to conduct any patent searches regarding any Necessary Claims that may be infringed by any implementation of a Draft Specification or Specification, or Use of any Draft Forum Code or Forum Code.

### **3.10 Patent Claims Revealed After Publication**

In the event that a Necessary Claim is first revealed by a Member or third party following adoption and publication of a Specification or Forum Code (other than a Necessary Claim that is already subject to an obligation under Section 3.1 - 4 above), such holder will be asked to License the Necessary Claim in the manner outlined in Section 3.1 above. If such request is refused, the Specification or Forum Code in question shall be referred back to the Relevant Committee for further consideration, as appropriate. All notifications of Necessary Claims relating to already adopted Specifications shall be made to the Secretary of the Forum.

### **3.11 Transfers of Necessary Claims**

Licensing commitments made pursuant to this Policy shall be interpreted as encumbrances that bind all successors-in-interest. Recognizing that this interpretation may not apply in all legal jurisdictions, any Member or other entity subject to a Licensing commitment under this Policy that transfers ownership of the Necessary Claim(s) subject to such Licensing commitment shall include appropriate provisions in the relevant transfer documents to ensure that the Licensing 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. All Licensing commitments under this Policy shall be interpreted as binding on successors-in-interest regardless of whether such Licensing commitments are included in the relevant transfer documents.

### **3.12 Irrevocability and Binding Nature of Licensing Commitments**

(a) All Licensing commitments made under this Policy shall be irrevocable, except that the Owner of a Necessary Claim may include and exercise a Defensive Suspension term in a License to its Necessary Claims.

(b) In the event that any person or entity subject to a Licensing commitment under this Policy shall later bring an infringement action against any Implementer with respect to the Necessary Claim(s) subject to such commitment, the Forum shall have no obligation to intervene, but such Implementer shall be entitled to claim protection, and to assert a complete defense against such action, under this Section 3.12 as an intended third party beneficiary.

## **4. Copyrights**

### **4.1 Copyright in Specifications**

The copyright for all Specifications, Forum Code and Other Work Product shall belong to the Forum.

### **4.2 Contributions of Copyrighted Materials**

(a) Each Submitter and Code Contributor that contributes copyrighted materials to the Forum shall retain copyright ownership of its original work, while at the same time granting the Forum a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license under the Submitter's or Code Contributor's copyrights in its Submission or Code Contribution, as the case may be, to reproduce, distribute, publish, display, perform, and create derivative works of the Submission or Code Contribution based on that original work for the purpose of developing a Draft Specification, Specification, Draft Forum Code, Forum Code or Other Work Product under the Forum's own copyright.

(b) To the extent that the terms of any Contribution Agreement are inconsistent with the terms of this Section 4, the terms of the Contribution Agreement shall control.

## **5. Trade Secrets**

Participants and other Members will not be expected to reveal trade secret information in the course of participation in any Forum activity, nor will they be asked by the Forum to sign non-disclosure agreements. The Forum will not be held responsible for the disclosure of any Member's or non-Member's trade secrets, regardless of the circumstances.

## **6. Trademarks**

### **6.1 Forum Trademarks**

Trademarks created by the Forum, registered or otherwise, are the property of the Forum. Use of Forum trademarks shall be governed by such policies, procedures and guidelines as may be adopted by the Forum from time to time, and applicable law.

### **6.2 Non-Forum Trademarks**

The Forum's use of third-party trademarks, registered or otherwise, shall be governed by such policies, procedures and guidelines as may be established and approved by the owners of such trademarks, and applicable law.

## **7. Survival of Rights and Obligations**

(a) Any Licensing obligations and other obligations that a Member or other entity incurs under this Policy shall continue in force after the Member ceases to be a Member for any reason. However, no Member or other entity shall become subject to any new License obligations or other Obligations under this Policy after it ceases to be a Member.

(b) The Forum shall have the right to assign all of its rights under this Policy, and the right to enforce all obligations incurred by Members under this Policy, to any successor to the mission of the Forum.

(c) All persons and entities that are intended third party beneficiaries of rights and obligations incurred under this Policy shall remain entitled to enforce the same, notwithstanding any termination, dissolution or winding up of the Forum.

Exhibit A

Form of Contribution Agreement

Appendix A

**THE SOFTWARE DEFINED RADIO FORUM, INC.**

**INTELLECTUAL PROPERTY RIGHTS ELECTION FORM**

**NOTE:** All blanks must be completed in order for this election form to be given consideration. This election form is subject to the Intellectual Property Rights Policy (the "IPR Policy") of Wireless Innovation Forum, Inc. (the "Forum"), and the related rules of procedure of the Forum (collectively, both such documents being referred to below as the "Policies and Procedures"). *All capitalized terms used in this form are intended to have the meanings given to them in Exhibit A attached to this form.*

<b>Name of Member:</b>	
<b>Name of Representative Completing this Form on Behalf of Member:</b>	
<b>Mailing Address of Representative:</b>	
<b>Email Address of Representative:</b>	
<b>Draft Specification to which this Election Form relates:</b>	

A. The Representative hereby represents the following on behalf of him/herself and the Member, as the context requires:

1. The Representative is authorized to complete and submit this Election Form on behalf of the Member, and to make the following representations and warranties.
2. The Representative and the Member have each reviewed the Policies and Procedures, and agree that this Election Form is being completed and submitted in full compliance with the same.

The Member irrevocably agrees that if the Draft Specification referenced above becomes a Specification, that on request it will License all Necessary Claims relating to such Specification Owned by it and its Related Parties on the following terms:

\_\_\_\_\_ Without compensation and otherwise on a RAND basis, to all Implementers;  
*or*

\_\_\_\_\_ On RAND terms, but reserving the right to charge a royalty or other fee on RAND terms; *and/or*

\_\_\_\_\_ The Member identifies on **Exhibit B** certain Necessary Claim(s) and/or other IPR 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 Forum 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: You may elect option i. or ii. as to some Necessary Claim(s), and this option as to other Necessary Claim(s).*)

4. The Representative is 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 has described such Necessary Claim(s) or other IPR on **Exhibit B-2**, together with any supporting documentation that may be readily available to the Representative.

B. The Forum, in accepting this Election Form, acknowledges that the representation required in paragraph A.4 above is being solicited purely for informational purposes, and The Forum will not be relying on such representation or otherwise holding the Representative or Member responsible for its completeness or accuracy.

This Election Form has been submitted on \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Name of Participant or  
Non-Participant Member

By: \_\_\_\_\_  
Signature of Representative

Name: \_\_\_\_\_

**Exhibit Index:**

- A: Defined Terms**
- B-1: Necessary Claims (if any)**
- B-2: Third Party Necessary Claims (if any)**

## Exhibit A

### DEFINED TERMS

<b><u>Term</u></b>	<b><u>Definition</u></b>
Call for Patents	See Section 3.6 below
Code Contribution	A contribution of Code with the intention that such Code be considered for inclusion in Forum Code.
Code Contributor	Both a Member as well as any representative(s) of a Member, and any other person or entity making a Code Contribution.
Defensive Suspension	A term in a License entitling the licensor to suspend the License if the licensee asserts a Necessary Claim under the same Specification Owned by it against any Implementer (including the Licensor), where infringement of such Necessary Claim results solely from the implementation of such Specification.
Draft Specification	A technical specification or other material, including Forum Reports and Recommendations, that is produced by a Project and has not, as yet been balloted by the Forum that could, if used or implemented as intended, infringe a claim(s) under an issued patent or a patent application anywhere in the world.
Forum Code	Code that has been formally adopted by the Forum. Unless the context otherwise requires, any reference to the adoption of Forum Code shall also be deemed to apply to the adoption of an amendment to Forum Code as well.
Forum Code Licensees	Those Members and non-Members that obtain a Forum Code License from the Forum.
Implementers	Those Members and non-Members who desire to use or implement a Specification.
IPR	An abbreviation of "Intellectual Property Rights." As used in this Policy, IPR means claims in patents and patent applications and copyrights, but excludes trademarks and trade secrets.
License	Either (a) an agreement to license Necessary Claim(s) to any Implementer or Forum Code Licensee, as the case may be, on a perpetual, non-exclusive and worldwide basis, and otherwise upon RAND terms, with such license permitting the licensee to Use such Necessary Claim(s) or include Forum Code, as the case may be, or (b) a binding, perpetual, irrevocable commitment, in a form acceptable to the Forum, not to assert Necessary Claim(s) against any Implementer of the Specification or Forum Code, as the case may be, or user of a product implementing such Specification or incorporating any such Forum Code, to which such commitment relates.
Member	A Forum member of any class
Necessarily Infringed	Unavoidable infringement by (a) an implementation of a Required Element of a Specification, there being no reasonable alternative way to implement that element of the Specification without resulting in such infringement, or (b) .
Necessary Claims	Those claims under patents and/or patent applications anywhere in the world that would be Necessarily Infringed by the implementation of the Required Elements of a Specification or use of Forum Code, as the

	case may be. Necessary Claims do not include claims covering reference implementations or implementation examples of Specifications, except to the extent that the same are Forum Code.
Other Work Product	Any Project deliverable that is not a Draft Specification, Specification or Forum Code, including Wireless Innovation Forum Reports and Wireless Innovation Forum Recommendations. Unless the context otherwise requires, any reference to the adoption of Other Work Product shall also be deemed to apply to the adoption of an amendment to that Other Work Product as well.
Owned	With respect to any Necessary Claim(s), the word “Owned” includes any Necessary Claim(s) that are (a) Owned by the Member or any third party Participant in question or any of its Related Parties, and/or (b) controlled but not Owned by it or any of its Related Parties, provided that the Member or third party Participant in question or such Related Party is (i) entitled to sublicense such Necessary Claim(s), and (ii) would not incur an obligation to pay any royalty or other compensation to the true owner of such Necessary Claim(s) in connection with a sublicense.
Participant	Any Member or invited third party that takes part in a Project and has not withdrawn in writing from such Project within 90 days of the date upon which that Project was approved by the Project Approval Committee or within 90 days of joining the project, which ever comes later, whether or not it is still a Member at the time that any obligation applicable to the Participants in such Project matures.
Project	A formally chartered project as approved by the Project Approval Committee, that is intended to produce a Specification, Forum Code or Other Work Product.
Project Approval Committee	The Wireless Innovation Forum Project Approval Committee, as defined in SDRF Policy 002 ( <a href="http://www.sdrforum.org/pages/aboutTheForum/PACprocedures-2008-02-07.pdf">http://www.sdrforum.org/pages/aboutTheForum/PACprocedures-2008-02-07.pdf</a> )
RAND	Reasonable and Non-discriminatory. For the avoidance of doubt, the inclusion of a Defensive Suspension term or Reciprocity requirement in a License is deemed to be reasonable.
Reciprocity	A License term requiring a licensee to provide a License back to the licensor with respect to any Necessary Claim(s) Owned by the licensee under the same Specification.
Related Party	Any entity that is directly or indirectly controlled by the subject party. For this purpose, “control” means beneficial ownership or the right to exercise more than 50% of the voting power for the entity.
Representative	Any individual that acts on behalf of a Member or third party that becomes subject to this Policy in connection with a Project, or in the completion of any form to be delivered to the Forum pursuant to the Policy or the Rules of Procedure.
Required Element	Any element of a Draft Specification or Specification that has not been identified as “Optional,” and any line of Forum Code. For the avoidance of doubt, when a Draft Specification or Specification requires an Implementer to implement one of two or more alternative



	elements, then all such elements shall be deemed to be “Required Elements.”
Specification	A Draft Specification that has been formally adopted by the Forum. Unless the context otherwise requires, any reference to the adoption of a Specification shall also be deemed to apply to the adoption of an amendment to a Specification as well.
Submission	A contribution of material with the intention that such material be considered for inclusion in a Specification or Other Work Product. A Submission, in written, electronic (or oral form if confirmed by subsequent electronic or written confirmation), may occur: as a result of an unsolicited offer to the Forum of existing technology by a Member or third party; in response to a general Forum request for proposals; or from a Participant at any time during a technical process.
Submitter	Both a Participant as well as any person or entity making a Submission.
Relevant Committee	At any relevant time, the most senior Forum Committee involved in the technical process.
Use	With respect to (a) a Specification, to make, have made, use, reproduce, market, import, offer to sell and sell, and to otherwise distribute products that implement such Specification, and (b) Forum Code, to reproduce, distribute, publish, display, perform, and create derivative works using such Forum Code.

**Exhibit B-1**

**NECESSARY CLAIMS**

You may list here all Necessary Claim(s) Owned by you for which Section 3.2(a)i. or ii. Licenses will be supplied, and MUST list here all Necessary Claims Owned by you for which such a License will NOT be supplied.

<b>Patent Number</b>	<b>Necessary Claim</b>	<b>Effected Portion of Specification</b>

**Exhibit B-2**

**THIRD PARTY NECESSARY CLAIMS**

List here all Necessary Claim(s) Owned by third parties, to the extent of your knowledge.

<b>Patent Number</b>	<b>Necessary Claim</b>	<b>Effected Portion of Specification</b>

**Appendix B**

**PATENT CALL TEXT**

Please be aware that this meeting is being held under the Intellectual Property Rights Policy adopted by the Forum. If you do not have a copy of this policy, please see me during this meeting. You may also view and download a copy of that policy at the \_\_\_\_\_ section of the Forum website.

At this time, I would ask that anyone in attendance inform me and an officer of the Forum if they are personally aware of any claims under any patent applications or issued patents that would be likely to be infringed by an implementation of the specification, software code or other work product which is the subject of this meeting. You need not be the inventor of such patent or patent application in order to inform us of its existence, nor will you be held responsible for expressing a belief that turns out to be inaccurate.