

# NFC FORUM, INC.

## INTELLECTUAL PROPERTY RIGHTS POLICY

As approved on November 9, 2004

### 1. IPR Generally

#### 1.1 Purpose

NFC Forum, Inc. (the "Consortium") has adopted this Intellectual Property Rights Policy (the "IPR Policy") and related rules of procedure (the "Rules of Procedure") in order to minimize the possibility of inadvertent infringement of the IPR of Members by using or implementing any Consortium Specifications.

#### 1.2 Applicability

All Members and all Representatives are subject to this IPR Policy and the Rules of Procedure.

### 2. Definitions

<b><u>Term</u></b>	<b><u>Definition</u></b>
Controlled Necessary Claims	Necessary Claims that are owned by a Member and/or by any of its Related Parties, solely or jointly with any third party.
Draft Specification	A draft version of a Specification.
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 IPR Policy, IPR means claims in patents and patent applications and copyrights, but excludes trademarks and trade secrets. Trademarks and trade secrets are not included in any Member's licensing obligations.
Member	A Consortium member of any class.
Necessarily Infringed	Unavoidable infringement by an implementation of a Specification or part thereof, there being no technically feasible non-infringing alternative way to implement the Specification or part thereof without resulting in such infringement.

Necessary Claims	Those claims under patents and/or patent applications anywhere in the world that would be Necessarily Infringed by the implementation of a body of a Specification and/or direct normative references to other existing standards and/or specifications contained in a body of a Specification and/or by the implementation of a part thereof, irrespective of whether the implementation of such body of a Specification and/or direct normative references and/or a part thereof is stipulated in the said Specification as optional or mandatory. Necessary Claims shall not include (i) any enabling technologies that may be necessary to make or use any product but are not themselves expressly set forth in either the body of the Specification or the direct normative references to other existing standards and/or specifications contained in such body of the Specification (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, and the like); or (ii) normative references to other existing standards and/or specifications in the direct normative references referred to in the body of the Specifications.
Participant	Any Member that participates, by any means, in a Member Committee or Sub-Group as defined in the By-laws of the Consortium in connection with the development of a Specification.
RAND	Reasonable and non-discriminatory.
Reciprocity	The requirement that any Member's obligation to grant licenses under its Controlled Necessary Claims shall not be effective as to any other Member or Implementer, which does not make all of its Controlled Necessary Claims available on reasonable terms to the first mentioned Member.
Related Party	Any entity which controls or is controlled by a Member or which, together with a Member, is under the common control of a third party, in each case where such control results from ownership, either directly or indirectly, of more than 50% of the voting rights in the entity in question.
Representative	Any individual that acts on behalf of a Member.
Specification	A technical specification, and any annexes to such specification, that has been formally adopted by the Consortium. 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	An affirmative and knowing technical contribution, in written or electronic form, with the intention that such contribution may be considered for inclusion in a Specification. A Submission may occur for example: as a result of an unsolicited offer to the Consortium of existing technology by a Member; in response to a general Consortium request for proposals; or from a Participant at any time during a technical process.
Submitters	Both Members as well as any Representative(s) making a Submission.

### 3. Controlled Necessary Claims

#### 3.1 Member Obligations Regarding Controlled Necessary Claims

In order to reduce the possibility of adopting a Specification that, if implemented and in the absence of an appropriate license, would infringe any Member Controlled Necessary Claims, the Consortium will require all Submitters, Participants and other Members to conform to the following rules, as supplemented by the Rules of Procedures.

For the avoidance of doubt, the licensing obligations regarding patent applications under this IPR Policy shall become effective only after such patent applications are granted; provided, however, that the obligation to elect license options pursuant to Section 3 of this IPR Policy shall apply to patent applications as well as patents and provided that such election will apply to patents issuing on patent applications, for which the election has been made.

#### 3.2 Submitters

- (a) Any Submitter making a Submission must elect one of the following at the time of making a Submission:
  - i. Agree that, if the Draft Specification, in connection with which the Submission is made, is finally approved by the Consortium, the Submitter and each of its Related Parties will license all of its Controlled Necessary Claims inherent in the Submission on an irrevocable, non-exclusive and worldwide basis, without compensation and otherwise on a RAND basis, to all Implementers solely for the purpose of implementing such approved Specification or a part thereof and subject to Reciprocity; or
  - ii. Agree to option (i) immediately above, except with regard to compensation and reserve the right to charge a royalty or other compensation on RAND terms.

With respect to Controlled Necessary Claims inherent in the Submission that are generated or acquired by Submitter after the Submission has been made, Submitter is deemed to have elected the same option as per this Section 3.2(a) above.

Notwithstanding the election according to Section 3.2(a)(i) or (ii) above, the Submitter may, at the time of making the Submission, elect the other one of said options with respect to certain specific of its Controlled Necessary Claims inherent in the Submission by identifying such specific Controlled Necessary Claims. In case of Controlled Necessary Claims under non-public patent applications, the disclosure of such Controlled Necessary Claims need not be in such detail as would disclose any trade secrets.

- (b) Such election shall be made pursuant to a written declaration in the form of **Appendix A** to this IPR Policy.
- (c) Notwithstanding the above, if a Submitter has elected the option set forth in Section 3.2(a)(i) and any Member or Implementer elects to license its Controlled Necessary

Claims subject to payment of a royalty or other compensation, then Submitter is entitled to unilaterally and retroactively change its election of the option set forth in Section 3.2(a)(i) above under its Controlled Necessary Claims from a royalty free RAND license to a royalty bearing RAND license with respect to such Member or Implementer. In such case such Submitter will be able to collect such royalty from the Member or Implementer retroactively commencing on the date such Member or Implementer has elected to license such Controlled Necessary Claims subject to payment of a royalty or other compensation.

### **3.3 Participants**

- (a) Every Participant must, at the time specified in the Rules of Procedure and, if no such time is specified, in no event later than the moment when the respective Draft Specification developed under its participation is posted for final comments to all Members, elect one of the following:
- i. Agree that, if the Draft Specification is finally approved by the Consortium, the Participant and each of its Related Parties will license all of its Controlled Necessary Claims inherent in the Draft Specification, on an irrevocable, non-exclusive and worldwide basis, without compensation and otherwise on a RAND basis, to all Implementers solely for the purpose of implementing such approved Specification or any part thereof and subject to Reciprocity; or
  - ii. Agree to option (i) immediately above, except with regard to compensation and reserve the right to charge a royalty or other compensation on RAND terms.

With respect to Controlled Necessary Claims inherent in the Specification that is the result of the Draft Specification developed under participation by the Participant, and which are generated or acquired by Participant after Participant has returned its election form according to this Section 3.3(a), Participant is deemed to have elected the same option as per this Section 3.3(a) above.

Notwithstanding the election according to Section 3.3(a)(i) or (ii) above, the Participant may, simultaneously when making such election, elect the other one of said options or state that it is not willing to provide a license under either one of said options with respect to specific Controlled Necessary Claims inherent in such Draft Specification in its then-current form by identifying such specific Controlled Necessary Claims and by reasonably identifying the portion of such Draft Specification in its then-current form, to which such specific Controlled Necessary Claim(s) relate. In case of Controlled Necessary Claims under non-public patent applications, the disclosure of such Controlled Necessary Claims need not be in such detail as would disclose any trade secrets.

An election form returned pursuant to this Section 3.3 by a Participant that was a Submitter shall only apply to those portions of a Draft Specification that do not derive from such Participant's Submission.

- (b) Such election shall be made pursuant to a written declaration in the form of **Appendix B** to this IPR Policy.
- (c) Any Participant participating in any Member Committee or Sub-Group must make an election under Section 3.3(a) above, even if such Participant leaves such Member Committee or Sub-Group. This obligation survives any termination of Participant's membership in the Consortium.
- (d) Notwithstanding the above, if a Participant has elected the option set forth in Section 3.3(a)(i) and any Member or Implementer elects to license its Controlled Necessary Claims subject to payment of a royalty or other compensation, then Participant is entitled to unilaterally and retroactively change its election of the option set forth in Section 3.3(a)(i) above under its Controlled Necessary Claims, from a royalty free RAND license to a royalty bearing RAND license with respect to such Member or Implementer. In such case such Participant will be able to collect such royalty from the Member or Implementer retroactively commencing on the date such Member or Implementer has elected to license its Controlled Necessary Claims subject to payment of a royalty or other compensation.

### **3.4 Non-Participant Members**

- (a) Every non-Participant Member must, at the time specified in the Rules of Procedure and, if no such time is specified, in no event later than forty-five (45) days from the date that the respective Draft Specification has been posted for final comments to all Members, elect one of the following:
  - i. Agree that, if the Draft Specification is finally approved by the Consortium, the non-Participant Member and each of its Related Parties will license all of its Controlled Necessary Claims inherent in the Draft Specification on an irrevocable, non-exclusive and worldwide basis, without compensation and otherwise on a RAND basis, to all Implementers solely for the purpose of implementing such approved Specification or any part thereof and subject to Reciprocity; or
  - ii. Agree to option (i) immediately above, except with regard to compensation and reserve the right to charge a royalty or other compensation on RAND terms.

With respect to Controlled Necessary Claims inherent in a Specification being the result of any of the Draft Specifications, and which are generated or acquired by non-Participant Member after non-Participant Member has returned its election form according to this Section 3.4(a), non-Participant Member is deemed to have elected the same option as per this Section 3.4(a) above.

Notwithstanding the election according to Section 3.4(a)(i) or (ii) above, the non-Participant Member may, simultaneously when making such election, elect the other one of said options or state that it is not willing to provide a license under either one of said options with respect to specific Controlled Necessary Claims inherent in

such Draft Specification by identifying such specific Controlled Necessary Claims and by reasonably identifying the portion of such Draft Specifications, to which such specific Controlled Necessary Claim(s) relate. In case of Controlled Necessary Claims under non-public patent applications, the disclosure of such Controlled Necessary Claims need not be in such detail as would disclose any trade secrets.

For the avoidance of doubt, Members that have participated in the development of the respective Draft Specification are bound to the elections made under Section 3.2 or Section 3.3 and may not return an election form pursuant to this Section 3.4.

- (b) All elections shall be made pursuant to a written election in the form of **Appendix B** to this IPR Policy.
- (c) Any non-Participant Member having received the Draft Specification must make an election under Section 3.4(a) above, even if such non-Participant Member ceases to be a Member. This obligation survives any termination of non-Participant Member's membership in the Consortium.
- (d) Notwithstanding the above, if a non-Participant Member has elected the option set forth in Section 3.4(a)(i) and any Member or Implementer elects to license its Controlled Necessary Claims subject to payment of a royalty or other compensation, then non-Participant Member is entitled to unilaterally and retroactively change its election of the option set forth in Section 3.4(a)(i) above under its Controlled Necessary Claims, from a royalty free RAND license to a royalty bearing RAND license with respect to such Member or Implementer. In such case such non-Participant Member will be able to collect such royalty retroactively from the Member or Implementer commencing on the date such Member or Implementer has elected to license its Controlled Necessary Claims subject to payment of a royalty or other compensation.

### **3.5 New Member**

- (a) Every new Member must, at the time specified in the Rules of Procedure and, if no such time is specified, in no event later than six (6) weeks after joining the Consortium, elect one of the following:
  - i. Agree that, it and each of its Related Parties will license all of its Controlled Necessary Claims inherent in all then-existing Specification(s) on an irrevocable, non-exclusive and worldwide basis, without compensation and otherwise on a RAND basis, to all Implementers solely for the purpose of implementing any then-existing Specification(s) or any part thereof and subject to Reciprocity; or
  - ii. Agree to option (i) immediately above, except with regard to compensation and reserve the right to charge a royalty or other compensation on RAND terms.

With respect to Controlled Necessary Claims inherent in any of the then-existing Specifications, and which are generated or acquired by new Member after new

Member has returned its election form according to this Section 3.5(a), new Member is deemed to have elected the same option as per this Section 3.5(a) above.

Notwithstanding the election according to Section 3.5(a)(i) or (ii) above, the new Member may, simultaneously when making such election, elect the other one of said options or state that it is not willing to provide a license under either one of said options with respect to specific Controlled Necessary Claims inherent in any then-existing Specification(s) by identifying such specific Controlled Necessary Claims and by reasonably identifying the portion of such then-existing Specification(s), to which such specific Controlled Necessary Claim(s) relate. In case of Controlled Necessary Claims under non-public patent applications, the disclosure of such Controlled Necessary Claims need not be in such detail as would disclose any trade secrets.

- (b) All elections shall be made pursuant to a written election in the form of **Appendix C** to this Policy.
- (c) Notwithstanding the above, if a new Member has elected the option set forth in Section 3.5(a)(i) and any Member or Implementer elects to license its Controlled Necessary Claims subject to payment of a royalty or other compensation, then new Member is entitled to unilaterally and retroactively change its election of the option set forth in Section 3.5(a)(i) above under its Controlled Necessary Claims, from a royalty free RAND license to a royalty bearing RAND license with respect to such Member or Implementer. In such case such new Member will and to be able to collect such royalty retroactively from Member or Implementer commencing on the date such Implementer has elected to license its Controlled Necessary Claims subject to payment of a royalty or other compensation.

### **3.6 Refusals to License**

- 3.6.1 In the event that any Member identifies any Controlled Necessary Claim(s) under Section 3.3 or Section 3.4 above as being such, for which it is not willing to grant a license, before a Draft Specification, to which such Controlled Necessary Claim(s) relate, is finally approved by the Consortium, diligent efforts shall be made by the Sub-Group creating the Draft Specification to seek a technically feasible alternative that would not result in infringement of the Controlled Necessary Claim(s) in question or the Board of Directors of the Consortium will seek alternative means of resolution, consulting appropriate experts if and to the extent necessary in the reasonable judgement of the Board of Directors.
- 3.6.2 In the event that any new Member identifies any Controlled Necessary Claim(s) under Section 3.5 above as being such, for which it is not willing to grant a license, diligent efforts shall be made by the Board of Directors amending the relevant Specification to seek a technically feasible alternative that would not result in infringement of the Controlled Necessary Claim(s) in question or the Board of Directors of the Consortium will seek alternative means of resolution, consulting appropriate experts if and to the extent necessary in the reasonable judgement of the Board of Directors.

### **3.7 Withdrawal of Specifications**

In the event that any Specification is withdrawn by the Consortium, then all obligations of Members under existing licenses based on this IPR Policy to Controlled Necessary Claims with respect to such Specification shall remain in force, but the Board of Directors may decide to release all obligations to provide future licenses on RAND terms, with such obligations to terminate on a date to be approved by the Board of Directors.

### **3.8 Failure to Make Licensing Elections**

In the event that a Member fails to timely return a signed and completed election form as required by Section 3.2(b), 3.3(b), 3.4(b) or 3.5(b) above, then such Member shall be deemed to have elected to license, or to cause its Related Party(s) to license, all of its Controlled Necessary Claims inherent in the Specification in question, with the terms to be as set forth in Section 3.2(a)(ii), 3.3(a)(ii), 3.4(a)(ii) or 3.5(a)(ii) above, as applicable. In the event that such Member or a Related Party of such Member shall later bring an infringement action against any Implementer with respect to such Controlled Necessary Claim(s), the Consortium shall have no obligation to intervene, but such Implementer shall be entitled to claim protection, and assert a complete defense against such action, under this Section 3.8 as a third party beneficiary.

### **3.9 Ownership of Collaborative Work Product**

Ownership of IPR in that portion of any Specification that is collaboratively created in the course of the Consortium's technical process (i.e., that is not a formal Submission) shall collectively belong to the Members which have collaborated in creating it, provided, however, that no Participant shall be deemed to have made a Submission of pre-existing IPR owned by such Participant and/or Related Parties thereof, unless it has utilized the form attached to this IPR Policy as **Appendix A** (in which case the copyright in such Submission is subject to Section 4.2 below).

### **3.10 Document Notations**

Any Draft Specifications, or published Specifications, shall include a notice substantially as follows:

"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 CONSORTIUM, NOR ANY OF ITS MEMBERS, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY IMPLEMENTER FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THIS SPECIFICATION, NOR SHALL THE CONSORTIUM OR ANY OF ITS MEMBERS HAVE ANY RESPONSIBILITY FOR IDENTIFYING ANY IPR."



### **3.11 Patent Searches**

In no event shall the Consortium, or any 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.

## **4. Copyrights**

### **4.1 Copyright in Specifications**

The copyright in all Specifications shall, subject to Section 4.2 below, belong to the Consortium.

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

Those who contribute their copyrighted materials to the Consortium shall retain copyright ownership of their original work, while at the same time granting the Consortium unrestricted, worldwide, irrevocable and fully paid up rights to publish, reproduce, revise and, modify such works and to create derivative works thereof, as well as the right to sublicense such rights solely for the purpose of implementing any Specifications and the purpose of the Consortium as set out in Section 1.4 of the By-laws. The Consortium shall not be obliged to explicitly acknowledge any of the relevant copyright owners in the Draft Specifications and Specifications.

A copyright notice on the Draft Specifications and Specifications shall substantially read as follows:

“© 2004 NFC Forum, Inc. and its licensors. All rights reserved.”

## **5. Trade Secrets**

Any Member will not be expected to reveal trade secret information in the course of participation in any Consortium activity, nor will they be asked by the Consortium to sign non-disclosure agreements. The Consortium 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 Consortium Trademarks**

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

### **6.2 Non-Consortium Trademarks**

The Consortium'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.

Appendix A

NFC FORUM, INC.

**SUBMISSION OF TECHNOLOGY FORM**

**NOTE:** All blanks must be completed in order for this Submission to be given consideration. This Submission is subject to the Intellectual Property Rights Policy (the "IPR Policy") of NFC Forum, Inc. (the "Consortium"), and the Rules of Procedure of the Consortium (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 Section 2 of the IPR Policy of the Consortium.*

<b>Name of Submitter:</b>	
<b>Name of Representative Completing this Form on Behalf of Submitter:</b>	
<b>Mailing Address of Representative:</b>	
<b>Email Address of Representative:</b>	
<b>Draft Specification and RFP (Request for Proposal, if any) to which this Submission relates:</b>	

A. The Representative hereby represents the following on behalf of him/herself and the Submitter and each of its Related Parties, as the context requires:

1. The Representative is authorized to make the Submission attached hereto as Exhibit A on behalf of the Submitter and each of its Related Parties, and to make the following representations and warranties.
2. The Submitter and the Representative have each reviewed the Policies and Procedures and agrees that its Submission is being made in full compliance with and subject to Policies and Procedures.
3. The Submitter and each of its Related Parties hereby irrevocably agrees that, if its Submission is incorporated, either in whole or in part, into the Draft Specification referenced above or related to the Request for Proposal listed above, and if said Draft Specification, in connection with which the Submission is made is finally approved by the Consortium as Specification, then on request they will license IPR on the following terms. (*Note: A Submitter through its Representative **must** elect one of the following using Exhibit B*):

**NOTE:** ELECTIONS MADE BY SUBMITTER MAY NOT BE REVOKED OR CHANGED AFTERWARDS UNLESS OTHERWISE PROVIDED IN SECTION 3.2(C) OF THE IPR POLICY, TO WHICH THIS APPENDIX IS ATTACHED.

- i. The Submitter and each of its Related Parties will license all of its Controlled Necessary Claims inherent in the Submission on an irrevocable, non-exclusive and worldwide basis, without compensation and otherwise on a RAND basis, to all Implementers solely for the purpose of implementing such approved Specification or a part thereof and subject to Reciprocity; or
- ii. The Submitter and each of its Related Parties agrees to option (i) immediately above, except with regard to compensation and reserve the right to charge a royalty or other compensation on RAND terms.

Notwithstanding the election according to (i) or (ii) immediately above, the Submitter may elect the other one of said options with respect to certain specific Controlled Necessary Claims inherent in the Submission by identifying such specific Controlled Necessary Claims [c.f. Paragraph 3 of Section 3.2(a) of the IPR Policy]. In case of Controlled Necessary Claims under non-public patent applications, the disclosure of such Controlled Necessary Claims need not be in such detail as would disclose any trade secrets.

NOTE: ELECTIONS (I) TO (II) CAN BE MADE FOR EACH CONTROLLED NECESSARY CLAIM, ALSO IF THERE ARE DIFFERENT CLAIMS IN ONE AND THE SAME PATENT OR PATENT APPLICATION. FURTHERMORE, ELECTIONS (I) AND (II) CAN BE MADE FOR EACH DRAFT SPECIFICATION EVEN IF THE SAME CONTROLLED NECESSARY CLAIM IS APPLICABLE FOR DIFFERENT DRAFT SPECIFICATIONS.

4. The Submitter contributes its Submission and the copyrighted materials contained therein to the Consortium. The Submitter shall retain copyright ownership of its original work, while at the same time granting the Consortium unrestricted, worldwide, irrevocable and fully paid up rights under its copyright [c.f. Section 4.2 of the IPR Policy] to publish, reproduce, revise and, modify such works and to create derivative works thereof, as well as the right to sublicense such rights solely for the purpose of implementing any Specifications and the purpose of the Consortium as set out in Section 1.4 of the Bylaws. This agreement shall not in any way deprive the Submitter of any patent claims or other IPR relating to the technology to which its Submission relates.

5. With respect to Controlled Necessary Claims, inherent in this Submission, that are generated or acquired by the Submitter or its Related Party(ies) [c.f. Paragraph 2 of Section 3.2(a) of the IPR Policy] after this Submission has been made by the Submitter, the Submitter is deemed to have elected the same option (i) or (ii) as per Paragraph 1 of Section A.3. above.

B. The Consortium, in accepting this Submission, acknowledges the following:

EXCEPT AS SPECIFICALLY PROVIDED FOR ABOVE, THIS SUBMISSION IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED, EXCEPT TO THE EXTENT OF KNOWING FALSITY IN ANY STATEMENT MADE ABOVE. ANY IMPLEMENTATION OF ANY SPECIFICATION INCORPORATING THIS 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 THE CONSORTIUM, 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 FALSITY IN ANY STATEMENT MADE ABOVE.

This Submission has been made on \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Name of Submitter

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

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

**Exhibit Index:**

**A: Submission**

**B: Controlled Necessary Claims**

**Exhibit A**

**SUBMISSION**

Draft Specification and RFP (Request for Proposal, if any) to which this Submission relates: \_\_\_\_\_

Insert description of Submission in such detail as may from time to time be required under the Policies and Procedures:

**Exhibit B**

**CONTROLLED NECESSARY CLAIMS**

Draft Specification and RFP (Request for Proposal, if any)  
to which this Submission relates: \_\_\_\_\_

**1. Please select  one of the following:**

- i. The Submitter and each of its Related Parties will license all of its Controlled Necessary Claims inherent in the Submission on an irrevocable, non-exclusive and worldwide basis, without compensation and otherwise on a RAND basis, to all Implementers solely for the purpose of implementing such approved Specification or a part thereof and subject to Reciprocity; or
- ii. The Submitter and each of its Related Parties agrees to option (i) immediately above, except with regard to compensation and reserve the right to charge a royalty or other compensation on RAND terms.

2. List here all Controlled Necessary Claim(s), which shall be subject to the other option, which has not been selected immediately above, by identifying such specific Controlled Necessary Claim(s) [c.f. Paragraph 3 of Section 3.2(a) of the IPR Policy].

Patent (Application) Number	Controlled Necessary Claim

**Appendix B**

**NFC 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 NFC Forum, Inc. (the "Consortium"), and the Rules of Procedure of the Consortium (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 Section 2 of the IPR Policy of the Consortium.*

<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>	

The Representative hereby represents the following on behalf of him/herself and the Member and each of its Related Parties, as the context requires:

1. The Representative is authorized to complete and submit this Election Form on behalf of the Member and each of its Related Parties, 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 returned in full compliance with and subject to the Policies and Procedures.
3. The Member and each of its Related Parties hereby irrevocably agree that, if the Draft Specification referred to above is finally approved by the Consortium as Specification, then on request they will license IPR on the following terms. (*Note: all Members through their Representative(s) must elect one of the following using Exhibit A*):

**NOTE:** ELECTIONS MADE BY MEMBER MAY NOT BE REVOKED OR CHANGED AFTERWARDS UNLESS OTHERWISE PROVIDED IN SECTIONS 3.3(D), 3.4(D) OF THE IPR POLICY, TO WHICH THIS APPENDIX IS ATTACHED.

- i. The Member and each of its Related Parties will license all of its Controlled Necessary Claims inherent in the Draft Specification referred to above on an irrevocable,

non-exclusive and worldwide basis, without compensation and otherwise on a RAND basis, to all Implementers solely for the purpose of implementing such approved Specification or a part thereof and subject to Reciprocity; or

ii. The Member and each of its Related Parties agrees to option (i) immediately above, except with regard to compensation and reserve the right to charge a royalty or other compensation on RAND terms.

Notwithstanding the election according to (i) or (ii) immediately above, the Member may elect the other one of said options or state that it is not willing to provide a license under either one of said options with respect to specific Controlled Necessary Claims inherent in such Draft Specification referred to above in its then-current form by identifying such specific Controlled Necessary Claims and by reasonably identifying the portion of such Draft Specification, to which such specific Controlled Necessary Claim(s) relate. In case of Controlled Necessary Claims under non-public patent applications, the disclosure of such Controlled Necessary Claims need not be in such detail as would disclose any trade secrets.

NOTE: ELECTIONS (I) AND (II) AS WELL AS THE ELECTION NOT TO LICENSE CAN BE MADE FOR EACH CONTROLLED NECESSARY CLAIM, ALSO IF THERE ARE DIFFERENT CLAIMS IN ONE AND THE SAME PATENT OR PATENT APPLICATION. FURTHERMORE, ELECTIONS (I) AND (II) AS WELL AS THE ELECTION NOT TO LICENSE CAN BE MADE FOR EACH DRAFT SPECIFICATION EVEN IF THE SAME CONTROLLED NECESSARY CLAIM IS APPLICABLE FOR DIFFERENT DRAFT SPECIFICATIONS.

4. With respect to Controlled Necessary Claims, inherent in the Draft Specification referred to above, that are generated or acquired by the Member or its Related Party(ies) [c.f. Paragraph 2 of Sections 3.3(a) and 3.4(a) of the IPR Policy] after this election has been made by the Member, the Member is deemed to have elected the same option (i) or (ii) as per Paragraph 1 of Section 3. above.

This Election Form has been submitted on \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Name of Member

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

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

**Exhibit Index:**

**A: Controlled Necessary Claims**



**Exhibit A**

**CONTROLLED NECESSARY CLAIMS**

**Name of Draft Specification:** \_\_\_\_\_

**1. Please select  one of the following:**

- i. The Member and each of its Related Parties will license all of its Controlled Necessary Claims inherent in the Draft Specification referred to above on an irrevocable, non-exclusive and worldwide basis, without compensation and otherwise on a RAND basis, to all Implementers solely for the purpose of implementing such approved Specification or a part thereof and subject to Reciprocity; or
- ii. The Member and each of its Related Parties agrees to option (i) immediately above, except with regard to compensation and reserve the right to charge a royalty or other compensation on RAND terms.

2. List below all Controlled Necessary Claim(s), which shall be subject to the other option, which has not been selected immediately above, by identifying such specific Controlled Necessary Claim(s) and by reasonably identifying the portion of the Draft Specification in its current form, to which such specific Controlled Necessary Claim(s) relate. In case of Controlled Necessary Claims under non-public patent applications, the disclosure of such Controlled Necessary Claims need not be in such detail as would disclose any trade secrets. [c.f. Paragraph 3 of Sections 3.3(a) and 3.4(a) of the IPR Policy].

<b>Patent (Application) Number</b>	<b>Controlled Necessary Claim</b>	<b>Affected Portion of Draft Specification</b>

3. List below all Controlled Necessary Claim(s), for which the Member or any of its Related Parties is not willing to provide a license under either one of said options (i) or (ii) above by identifying such specific Controlled Necessary Claim(s) and by reasonably identifying the portion of said Draft Specification in its then-current form, to which such specific Controlled Necessary Claim(s) relate. In case of Controlled Necessary Claims under non-public patent applications, the disclosure of such Controlled Necessary Claims need not be in such detail as would disclose any trade secrets. [c.f. Paragraph 3 of Sections 3.3(a) and 3.4(a) of the IPR Policy].

<b>Patent (Application) Number</b>	<b>Controlled Necessary Claim</b>	<b>Affected Portion of Draft Specification</b>

Appendix C

NFC FORUM, Inc.

**NEW MEMBER 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 NFC Forum, Inc. (the "Consortium"), and the Rules of Procedure of the Consortium (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 Section 2 of the IPR Policy of the Consortium.*

<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>All currently existing Specification(s):</b>	

The Representative hereby represents the following on behalf of him/herself and the Member and each of its Related Parties, as the context requires:

1. The Representative is authorized to complete and submit this Election Form on behalf of the Member and each of its Related Parties, 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 returned in full compliance with and subject to the same.
3. The Member and each of its Related Parties hereby irrevocably agree with respect to all currently existing Specifications, whether or not listed above, that on request they will license IPR on the following terms. (*Note: the Member through its Representative **must** elect one of the following by using Exhibit A*):

**NOTE:** ELECTIONS MADE BY MEMBER MAY NOT BE REVOKED OR CHANGED AFTERWARDS UNLESS OTHERWISE PROVIDED IN SECTION 3.5(C) OF IPR POLICY, TO WHICH THIS APPENDIX IS ATTACHED.

- i. The Member and each of its Related Parties will license all of its Controlled Necessary Claims inherent in any currently existing Specification(s), whether or not listed above, on an irrevocable, non-exclusive and worldwide basis, without compensation and

otherwise on a RAND basis, to all Implementers solely for the purpose of implementing such currently existing Specification or a part thereof and subject to Reciprocity; or

ii. The Member and each of its Related Parties agrees to option (i) immediately above, except with regard to compensation and reserve the right to charge a royalty or other compensation on RAND terms.

Notwithstanding the election according to (i) or (ii) immediately above, the Member may elect the other one of said options or state that it is not willing to provide a license under either one of said options with respect to specific Controlled Necessary Claims inherent in any currently existing Specification(s), by identifying such specific Controlled Necessary Claims and by reasonably identifying the portion of such currently existing Specification(s), to which such specific Controlled Necessary Claim(s) relate. In case of Controlled Necessary Claims under non-public patent applications, the disclosure of such Controlled Necessary Claims need not be in such detail as would disclose any trade secrets.

NOTE: ELECTIONS (I) AND (II) AS WELL AS THE ELECTION NOT TO LICENSE CAN BE MADE FOR EACH CONTROLLED NECESSARY CLAIM, ALSO IF THERE ARE DIFFERENT CLAIMS IN ONE AND THE SAME PATENT OR PATENT APPLICATION. FURTHERMORE, ELECTIONS (I) AND (II) AS WELL AS THE ELECTION NOT TO LICENSE CAN BE MADE FOR EACH DRAFT OR CURRENTLY EXISTING SPECIFICATION EVEN IF THE SAME CONTROLLED NECESSARY CLAIM IS APPLICABLE FOR DIFFERENT DRAFT OR CURRENTLY EXISTING SPECIFICATIONS.

4. With respect to Controlled Necessary Claims, inherent in any currently existing Specification(s), whether or not listed above, that are generated or acquired by the Member or its Related Party(ies) [c.f. Paragraph 2 of Section 3.5(a) of the IPR Policy] after this election has been made by Member, the Member is deemed to have elected the same option (i) or (ii) as per Paragraph 1 of Section 3. above.

This Election Form has been submitted on \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Name of New Member

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

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

**Exhibit Index:**

**A: Controlled Necessary Claims**

**NOTE: New Member is requested to return Exhibit A for each currently existing Specification by specifying the name of such Specification.**

**Exhibit A**

**CONTROLLED NECESSARY CLAIMS**

Specification(s) to which this Election Form relates: \_\_\_\_\_

**1. Please select  one of the following:**

- i. The Member and each of its Related Parties will license all of its Controlled Necessary Claims inherent in the currently existing Specification(s) listed above on an irrevocable, non-exclusive and worldwide basis, without compensation and otherwise on a RAND basis, to all Implementers solely for the purpose of implementing such Specification or a part thereof and subject to Reciprocity; or
- ii. The Member and each of its Related Parties agrees to option (i) immediately above, except with regard to compensation and reserve the right to charge a royalty or other compensation on RAND terms.

2. List below all Controlled Necessary Claim(s), which shall be subject to the other option, which has not been selected immediately above, by identifying such specific Controlled Necessary Claim(s) and by reasonably identifying the portion of the currently existing Specification(s) listed above, to which such specific Controlled Necessary Claim(s) relate. In case of Controlled Necessary Claims under non-public patent applications, the disclosure of such Controlled Necessary Claims need not be in such detail as would disclose any trade secrets. [c.f. Paragraph 3 of Section 3.5(a) of the IPR Policy].

<b>Patent (Application) Number</b>	<b>Controlled Necessary Claim</b>	<b>Affected Portion of Specification</b>

3. List below all Controlled Necessary Claim(s), for which the Member or any of its Related Parties is not willing to provide a license under either one of options (i) or (ii) above by identifying such specific Controlled Necessary Claims and by reasonably identifying the portion of the currently existing Specification(s) listed above, to which such specific Controlled Necessary Claim(s) relate. In case of Controlled Necessary Claims under non-public patent applications, the disclosure of such Controlled Necessary Claims need not be in such detail as would disclose any trade secrets. [c.f. Paragraph 3 of Section 3.5(a) of the IPR Policy].

<b>Patent (Application) Number</b>	<b>Necessary Claim</b>	<b>Affected Portion of Specification</b>