TITLE: Intellectual Property Rights (IPR) Policy

Approved: 01/24/17    Effective: 3/27/17

General Information

This policy covers the issues of Patent, Patent applications, copyright, trademark, trade secret, and other intellectual property rights (collectively, "IPR") for Specifications/Standards (including Specifications/Standards that incorporate Software) created by VESA. This policy should be read in conjunction with VESA Policy # 235H which defines the technical process and procedures for the development of VESA Specifications/Standards.

1. Introduction
2. Definitions
3. Referenced VESA Documents
4. Documents Assurances Regarding IPR
   4.1 Introduction
   4.2 Requirements – Submitter(s)
   4.3 Requirements - Meeting Participants
   4.4 Requirements - Process Checkpoints
   4.5 Failure to Respond
   4.6 Irrevocability and Binding Nature of Commitments…
   4.7 Transfer of Necessary Claims
5. License Process Description
   5.1 Availability
   5.2 Implementation Process
6. Patents Revealed After Adoption
   6.1 VESA Response
   6.2 Adopter Claims of Infringement
7. Document Notations
   7.1 Notation when Patents are Identified and Licenses Shall be Provided
   7.2 Notation when Patents are Identified and Licenses are Not Provided in Accordance with VESA Policy
   7.3 Notation when Software is Included
8. Other IPR
   8.1 Copyrights
   8.2 Trade Secrets
   8.3 Trademarks
9. Amendment and Supplementation
10. Dispute Resolution
11. Summary 13
12. Exhibit A: Submission of Technology Form 14
13. Exhibit B: Meeting ‘Call for Patents’ Text 18
14. Exhibit C: IPR Response Form 19
15. Exhibit D: Implementer’s License Agreement 22
1. Introduction

This document defines the VESA policy regarding intellectual property rights and procedures. In the event of any conflict with other VESA policies regarding IPR, this policy shall take precedence.

2. Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ancillary Software</td>
<td>Any Software that is included in or supplements a Specification/Standard that does not implement a Required Element of the Specification/Standard</td>
</tr>
<tr>
<td>Board of Directors</td>
<td>The individuals elected by Members who, collectively, are responsible for governing VESA as specified by the VESA Bylaws.</td>
</tr>
<tr>
<td>Call for Patents</td>
<td>See Section 4.3 below</td>
</tr>
<tr>
<td>Chair</td>
<td>The individual, or the designated substitute, elected by the participants of each Task Group to moderate meetings of that Task Group, in accordance with VESA Policy 210E.</td>
</tr>
<tr>
<td>Date of Adoption</td>
<td>The closing date of the voting period for a proposed VESA Specification/Standard which results in adoption of the proposed Specification/Standard as an approved VESA Specification/Standard.</td>
</tr>
<tr>
<td>Disclosure</td>
<td>With respect to any draft Specification/Standard, means to disclose each Necessary Claim under a Patent or Patent application relating to such document (whether Owned by the discloser or by a third party), the jurisdiction and registration number of the relevant Patent and published Patent application, and the portion of the draft Specification/Standard that would result in infringement of such Necessary Claim.</td>
</tr>
<tr>
<td>Implementer</td>
<td>Any organization or individual, whether a Member or not, designing, manufacturing, distributing or using a product which implements one or more VESA Specifications/Standards.</td>
</tr>
<tr>
<td>Implementer License</td>
<td>See section 5.2 below and Exhibit D</td>
</tr>
<tr>
<td>IPR</td>
<td>An abbreviation of &quot;Intellectual Property Rights&quot;, referring to any form of legally recognized property right, and including: claims made in Patents; copyrights; trademarks; and trade secrets.</td>
</tr>
<tr>
<td>IPR Response Form</td>
<td>See Section 4.4 below, and Exhibit C</td>
</tr>
<tr>
<td>Knowledge</td>
<td>As to any Member or Non-member Participant, the actual awareness of the Participants, Non-member Participants and / or Representative(s) that have participated on its behalf in connection with a given draft Specification/Standard.</td>
</tr>
<tr>
<td>Member</td>
<td>VESA members: either ‘regular members’ or ‘associate members’ as defined by VESA bylaws. See clauses 2.01 – 2.03 of bylaws for definitions.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Necessarily Infringed</td>
<td>The unavoidable infringement of Patent claim(s) by an implementation of the required portions of a Specification/Standard, there being no commercially reasonable alternative way to implement the Specification/Standard without resulting in such infringement.</td>
</tr>
<tr>
<td>Necessary Claims</td>
<td>Those claims under Patents anywhere in the world that would be Necessarily Infringed by the implementation of the Required Elements of a Specification/Standard.</td>
</tr>
<tr>
<td>Non-discriminatory</td>
<td>Available to all, and available to all under terms that are substantially identical to the terms made available to others under substantially similar circumstances.</td>
</tr>
<tr>
<td>Non-member Participant</td>
<td>Any Individual or representative of a non-member company or organization who attends a VESA Task Group or other meeting, or participates electronically in any activity in connection with the development of a Specification/Standard or other work product which may include IPR. Such attendees are required to comply with all relevant VESA confidentiality and IPR requirements. See VESA Policy # 210E for full details.</td>
</tr>
<tr>
<td>Owned</td>
<td>With respect to any Necessary Claim(s), the word “Owned” includes any Necessary Claim(s) that are registered in the name of, or controlled by, the Member in question, provided that the Member in question 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. Related, capitalized terms (e.g., “Ownership” and “Owner”) are intended to have meanings consistent with this definition.</td>
</tr>
<tr>
<td>Participant</td>
<td>Any individual who attends a VESA Task Group or other meeting, or participates electronically in any activity in connection with the development of a Specification/Standard or other work product which may include IPR.</td>
</tr>
<tr>
<td>Patent(s)</td>
<td>Issued patent(s) and patent application(s) of any type</td>
</tr>
<tr>
<td>RAND</td>
<td>Reasonable and Non-Discriminatory</td>
</tr>
<tr>
<td>Reasonable</td>
<td>Contract terms relating to IPR included in a Specification/Standard that are not more onerous (including as to price) than could be obtained by the Owner of such IPR in the open market absent its inclusion in a Specification/Standard. It is acknowledged that &quot;reasonableness&quot; cannot be established with precision.</td>
</tr>
<tr>
<td>Representative</td>
<td>Any person making legally binding declarations on behalf of a VESA Member or a Non-member Participant.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Required Element</strong></td>
<td>Any functionality described in a Specification/Standard and designated as such in the Specification/Standard. A Required Element may, but is not required, to be included in a Specification/Standard in the form of Software as well as in traditional descriptive text.</td>
</tr>
<tr>
<td><strong>Software</strong></td>
<td>Any combination of text listing of commands to be interpreted or to be compiled, translated, or assembled into an executable computer program; text listings that describe data structures; text listing that specifies an Application Programming Interface (API) used to interact with some executable computer service (including access from an executable computer program, library, or remotely via a telecommunications interface); binary data files; executable, object, or other intermediate executable code files; and text listings that describe the behavior of modeled devices or objects (e.g., XML, YANG, etc.). Where Software is to be considered for inclusion in a Specifications/Standards, (i) a designation of any Required Elements implemented by such Software will be included in or with the Software, and (ii) descriptive text shall be included sufficient to enable understanding of the functionality of the Software enabled Required Element</td>
</tr>
<tr>
<td><strong>Specification/Standard</strong></td>
<td>A technical document, or any other work product containing IPR, formally adopted by VESA. Unless the context otherwise requires, any reference to the adoption of a Specification/Standard shall also be deemed to apply to the adoption of an amendment to a Specification/Standard.</td>
</tr>
<tr>
<td><strong>Submission</strong></td>
<td>An affirmative and knowing contribution of material (which may include Software) with the intention that such material be considered for inclusion in a Specification/Standard. A Submission, in whatever form, may occur as a result of, for example, Participants jointly creating a Specification/Standard, an unsolicited offer to VESA of existing technology by a Member, or in response to a general VESA request for proposals. Submissions of Software shall be made subject to such rules and additional requirements as may from time to time be required under VESA’s process documents.</td>
</tr>
<tr>
<td><strong>Submission of Technology Form</strong></td>
<td>See Section 4.2 below, and Exhibit A.</td>
</tr>
<tr>
<td><strong>Submitter</strong></td>
<td>A Member as well as any Representative(s) of a Member, or a Non-member Participant, making a Submission to VESA.</td>
</tr>
<tr>
<td><strong>Task Group</strong></td>
<td>As defined by VESA Policy # 210E</td>
</tr>
<tr>
<td><strong>Technical Committee</strong></td>
<td>As defined by VESA Policy # 210E</td>
</tr>
<tr>
<td><strong>VESA Software License</strong></td>
<td>Copyright &lt;year&gt; All Rights Reserved</td>
</tr>
<tr>
<td>--------------------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.</td>
</tr>
<tr>
<td></td>
<td>Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.</td>
</tr>
<tr>
<td></td>
<td>Neither the name of the copyright holder nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.</td>
</tr>
<tr>
<td></td>
<td>THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS &quot;AS IS&quot; AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.</td>
</tr>
<tr>
<td></td>
<td>The above license is used as a license under copyright only. Please reference VESA Policy #200D for patent licensing terms.</td>
</tr>
</tbody>
</table>

Usage convention: Terms defined in the above table are *Capitalized and Italicized* when used in this policy.

### 3. Referenced VESA Documents
All referenced documents are available on the VESA website or from the VESA office.

<table>
<thead>
<tr>
<th>Policy # or Reference</th>
<th>Policy or Document Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bylaws:</td>
<td>VESA Bylaws</td>
</tr>
<tr>
<td>210E:</td>
<td>Task Group Organization, Membership, Voting and Operating Procedures</td>
</tr>
<tr>
<td>235H:</td>
<td>Procedure for Generation of VESA Specifications/Standards and Non-Standard Documents</td>
</tr>
</tbody>
</table>

VESA Policy # 200D Page 6 of 26
4. Documents Assurances Regarding IPR

It is VESA’s goal to avoid the inadvertent adoption of Specifications/Standards that would Necessarily Infringe the Patent claims of either VESA Members or third parties. This IPR document includes rules whereby Members, Participants and Representatives are required to inform VESA of any such claims. A Member’s duty varies, depending on whether the Necessary Claim(s) in question is Owned by the Member or by a third party.

These rules arise in several distinct situations:

- A Member makes a formal Submission in response to a request for proposal, or on its own initiative (e.g., in connection with a proposal to begin work on a new Specification/Standard) (see, in particular, Section 4.2 below). In the event that the Submitter wishes to charge a RAND royalty or other fee, its Submission must be accompanied by Disclosure.

- A Member, through its Representatives, participates in a VESA activity, Task Group or the Board of Directors (see, in particular, Section 4.3 below).

- Members and Non-member Participants may be required to make Disclosure if they are aware of Patent claims that would be infringed by an implementation of a draft Specification/Standard (see Section 4.4 below).

4.1. Introduction

Assurances are required at the time that a Submission is made that the IPR inherent in the Submission, if incorporated into a Specification/Standard (either in whole or part), shall be made available under license to all Implementers, Members and non-members alike. In accordance with prevailing industry practice, that license shall include RAND terms with respect to all Necessary Claims and other IPR Owned by the Submitter that would be necessarily infringed by the implementation of the Required Elements of a Specification/Standard. With respect to copyrights, where a Specification/Standard incorporates Software, the included Software shall be Submitted to, and made available by VESA under, the VESA Software License, with respect to copyrights. This policy also applies at the time that Specifications/Standards are amended.

4.2. Requirements – Submitter(s)

In order to assure that any Necessary Claims under Specifications/Standards shall be available under license to all Implementers on RAND terms, a Submitter making a formal Submission is required to complete, sign and deliver a Submission of Technology Form, a copy of which is attached as Exhibit A (page 14). This is a high-level form which makes Disclosure, but leaves committing (except with respect to any included Software) to the actual license terms relating to Necessary Claims Owned by the Submitter to a later date. The commitment made in the Submission of Technology Form cannot be revoked, in order to prevent the relevant Task Group from wasting its time on a later-withdrawn Submission.

4.2.1. Consequences of Failure to Deliver a Submission of Technology Form

Any Submission that is not accompanied by a completed and signed Submission of Technology Form, when such a form is required, shall not be considered.
4.2.2. Informal Submission(s)

When a Submission of Technology Form is not required, no Member, Participant or Non-member Participant shall knowingly make a Submission that includes any Necessary Claims under a Specification without making Disclosure of such Patent claim(s). All Submissions including or comprising Software must include a completed Submission of Technology Form.

4.2.3. Software

Software may be included in a Specification/Standard in order to clarify normative behavior. Where a Specification/Standard describes Required Elements that are also represented by Software, there shall not be any requirement to use the Software in an implementation in order to comply with the Specification/Standard.

Necessary Claims that read on designated Required Elements for Software submitted to a Task Group shall be subject to the Patent licensing requirements of Sections 4, 5 and 6 to the extent such designated Required Elements are a part of the Specification/Standard. Such license requirements shall also extend, in the case of the Submitter of Ancillary Software, to all Patent claims that would be Necessarily Infringed by the use of any such Ancillary Software that becomes a part of the Specification/Standard. Notwithstanding the preceding sentence, no other express or implied licenses to any party’s Patent rights are granted by this Section 4.2.3.

4.3. Requirements - Meeting Participants

A “Call for Patents” shall be made at the beginning of every in-person, and as deemed appropriate by the Chair, any telephonic or electronic meeting of a Task Group or other process group, and at appropriate times in the course of collaboration, as determined by standing procedures. The text of the Call for Patents appears as Exhibit B (page 18) of this document.

In response to a Call for Patents, Participants are asked to identify any Necessary Claims of which they may be aware under a draft Specification/Standard, whether they are Owned by the Participant, the Member it represents, or any third party. There is no penalty for a Disclosure that proves to be inaccurate, absent a willful and knowing intention to deceive.

A Call for Patents at any given meeting shall only relate to the topics to be covered at that meeting, as indicated by the official agenda for that meeting.

4.3.1. Consequences of not responding to a “Call for Patents”

The duty to respond to a Call for Patents relates only to the present knowledge of the Participant. Except as provided in Section 4.5 below, there is no penalty for the failure to disclose Necessary Claims in response to a Call for Patents, absent a willful and knowing failure to comply.

4.4. Requirements - Process Checkpoints

Prior to the final approval of a Specification/Standard, Members and Non-member Participants are required to make Disclosure in connection with portions of a draft Specification/Standard not representing their own Submissions by submitting IPR Response Forms in the form of Exhibit C (page 19) if they are unwilling to grant a RAND license to all Implementers. Members and Non-member Participants that do not comply with this requirement will be deemed to have committed to offering RAND licenses, either
with or without Reasonable compensation and, for the avoidance of doubt, such Member and Non-member Participants need not submit an IPR Response Form. The times at which such forms are required to be submitted, and the Members required to submit them, are described in VESA Policy # 235H, Procedure for Generation of VESA Standards and Non-Standard Documents. Unlike responses to Calls for Patents, an IPR Response Form (or the consequences of failing to submit an IPR Response Form) is binding upon the Member or Non-member Participant that submits (or fails to submit) it.

4.4.1. Additional IPR to be Included

If a Member or Non-member Participant has Knowledge of another company’s Necessary Claim(s), then the Member or the Non-member Participant is required to make Disclosure of such claims as though the Member or the Non-member Participant were the Owner of such claim(s), unless such Member or the Non-member Participant is subject to a non-disclosure agreement obligation as to such Necessary Claim(s).

4.4.2. Knowledge and Timing

In order to avoid the necessity of performing patent searches, the information contained in an IPR Response Form need only be to the Knowledge of the Member. However, in order to permit all Members to perform such internal IPR investigations as they may wish, IPR Response Forms shall not be required to be returned in less than 28 days from the date at which the call for IPR Response Forms is made. The exact response period whenever IPR Response Forms are required to be submitted shall be determined by the relevant Task Group, other process group, or the VESA Board of Directors.

4.5. Failure to Respond

4.5.1. Meeting Participants and Process Checkpoints

This IPR Policy expressly imposes a duty of good faith among Members and Non-member Participants with respect to their participation in the standard setting process and, in particular, as regards the disclosure of IPR and conformance with the spirit as well as the letter of this IPR Policy. Each Member and Non-member Participant shall be a third party beneficiary of this duty of good faith. In the event of any breach of this duty of good faith by a Member or Non-member Participant with respect to the adoption of a given Specification and the bringing of an infringement action against any Implementer of the same Specification/Standard, such Implementer shall be entitled to assert such breach as an affirmative defense for the avoidance of any financial or other obligation to such Member or Non-member Participant with respect to its implementation of such Specification/Standard.

4.6. Irrevocability; Reciprocity; Defensive Suspension

All commitments made under this policy shall be irrevocable, except that the Owner of a Necessary Claim may include a “reciprocity” or “defensive suspension” term in a license to its Necessary Claims. For purposes of this policy, (a) reciprocity shall mean that the licensor may require a licensee to provide a RAND license back with respect to any Necessary Claim(s) Owned by it under the same Specification/Standard, and (b) defensive suspension shall mean that the licensor may revoke a license granted to an Implementer if that Implementer asserts a Necessary Claim (other than under RAND license terms) against the licensor, or against any other Implementer of the same Specification/Standard.
4.7. **Transfers of Necessary Claims**

(a) Each person or entity bound by this policy agrees that it will not transfer any *Patents* having *Necessary Claims* solely for the purpose of circumventing such member’s obligations under this policy.

(b) All licensing commitments made under this policy shall be interpreted as encumbrances that bind all successors-in-interest. No person or entity bound by this policy shall transfer Ownership in any *Patent* having *Necessary Claims*, except to a successor that agrees in writing to (i) be bound by all commitments previously made under this policy with respect to such *Patent*, and (ii) include the obligations set forth in this Section 4.7 in any document of transfer relating to such *Patent* in the event that it later transfers the same. Notwithstanding the foregoing, all licensing commitments made under this Policy shall be interpreted as encumbrances that bind all successors-in-interest, regardless of whether such provisions are included in the relevant transfer documents in any given case.

5. **License Process Description**

5.1. **Availability and Ownership**

When a *Specification/Standard* has been adopted, the *Members* and *Non-member Participants* Owning *Necessary Claims* under such *Specification/Standard* shall on request grant *Implementers* a license to such *Necessary Claims* in connection with such *Specification/Standard* on RAND terms, either with or without a royalty or other consideration, except to the extent that they have timely made Disclosure of any withheld *Necessary Claim(s)*.

5.1.1. **Ownership Rights**

Subject to Section 8.1.3 with respect to *Software*, concurrently, VESA is given ownership of the copyright in the *Specification/Standard* itself, as well as the right to make derivative works (see Section 8.1 below), while the grantor or licensor is permitted to disclaim any warranty of non-infringement or performance. The grantor or licensor is requested, however, to state to the best of its *Knowledge* any infringement issues.

5.2. **Implementation Process**

An *Implementer* obtains access to a *Specification/Standard* by clicking on an *Implementer License* in the form of Exhibit D (page 22). This “click through” license, among other things, disclaims any liability to the *Implementer* for infringement or performance issues.

6. **Patents Revealed After Adoption**

6.1. **VESPA Response**

In the event that, following adoption of a *Specification/Standard*, a *Patent* Owner alleges that it Owns *Necessary Claim(s)* under a *Specification/Standard*, the *Patent* Owner shall be asked to license its *Necessary Claims* to all would-be *Implementers* on RAND terms. If such a license cannot be obtained, the *Specification/Standard* shall be referred back to the *Board of Directors*, which shall decide the appropriate action to be taken.
6.2. **Adopter Claims of Infringement**

If a license is not obtainable from the Owner of *Necessary Claim(s)* in the situation described in Section 6.1 above, then no Member shall be bound by any commitment made under this policy to provide a license to its Owned *Necessary Claim(s)* to such Patent Owner under the *Specification/Standard* in question, and any license rights relating to such *Specification/Standard* or amendment which such Member may have previously granted to such asserter may be revoked.

7. **Document Notations**

7.1. **Notation when Patents are Identified and Licenses Shall be Provided**

(a) All draft *Standards/Specifications* subject to Member comment, and all published *Specifications/Standards*, shall include the following notice in the introduction:

"**THIS SPECIFICATION/STANDARD IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY IMPLEMENTATION OF THIS SPECIFICATION/STANDARD SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND NEITHER VESA, 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 IMPLEMENTATION OF THIS SPECIFICATION/STANDARD.**"

(b) When *Necessary Claims* or other IPR that would be *Necessarily Infringed* have been identified for draft *Specifications* subject to Member comment, or thereafter with respect to already published *Specifications/Standards*, and the IPR Owner has indicated that it shall provide a license to all Implementers on RAND terms, the following notice shall also be included in the introduction:

"**VESA draws attention to the fact that it is claimed that compliance with this Specification/Standard may involve the use of a patent or other intellectual property right (collectively, "IPR") concerning ..(subject matter..) given in ..(subclause). VESA takes no position concerning the evidence, validity and scope of this IPR.**"

The holder of this IPR has assured VESA that it is willing to license the IPR on RAND terms. In this respect, the statement of the holder of this IPR is registered with VESA. Information may be obtained from:

[..name of holder of right..] [..address..]

Attention is drawn to the possibility that some of the elements of this VESA *Specification/Standard* may be the subject of IPR other than those identified above. VESA shall not be held responsible for identifying any or all such IPR, and has made no inquiry into the possible existence of any such IPR."
7.2. **Notation when Patents are Identified and Licenses are Not Provided in Accordance with VESA Policy**

In the event that anyone alleges that it Owns Necessary Claims under a Specification/Standard, and such Owner has refused to grant a license to all Implementers on RAND terms, 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 VESA that it agree to make a license, in accordance with VESA policy, available for the purpose of implementing this Specification/Standard. Information may be obtained from:

[..name of holder of right..] [..address..]"

7.3. **Notation when Software is Included:**

In addition to any other Notations required under this Section 7, any Specification/Standard that includes Software shall be marked as required by the VESA Software License.

8. Other IPR

8.1. **Copyrights**

8.1.1. **Ownership**

Subject to Section 8.1.3 below with respect to Software, the copyright for all VESA draft and adopted Specifications/Standards shall belong to VESA.

8.1.2. **Contributions of Copyrighted Materials**

Subject to Section 8.1.3 below with respect to Software, those who contribute their copyrighted materials to VESA shall retain copyright ownership of their original work, while at the same time granting VESA full rights to revise, modify, and create draft and final Specification/Standard derivative works based on that original work, under VESA's own copyright, and to license such derivative works to Members and third parties.

8.1.3. **Software**

(a) Each Submitter that makes a Submission of Software to a Task Group shall retain copyright ownership of such Software, while at the same time granting VESA and all other Members a non-exclusive, irrevocable, worldwide, perpetual royalty-free license under the Submitter’s copyrights in such Software to redistribute and use in source and binary forms, with or without modification, for the sole purpose of developing the Specification/Standard.

(b) Prior to the final approval of a Specification/Standard containing Software, each Submitter who made a Submission of Software to that Specification/Standard shall have either:

   (i) transferred its copyright ownership in such Software to VESA; or
(ii) granted to VESA and any Implementer a VESA Software License to its copyright interest in such Software.

(c) Unless otherwise approved by the Board of Directors, all Software included in any Specification/Standard shall be licensed by VESA under the VESA Software License.

8.2. Trade Secrets

VESAs Members shall not be expected to reveal trade secret information to VESA, nor shall they be asked to sign non-disclosure agreements by VESA. VESA cannot be held responsible for the disclosure of any Member or non-member's trade secret, regardless of the circumstances.

8.3. Trademarks

8.3.1. VESA Trademarks

VESAs trademarks and logos, registered or otherwise, are the property of VESA. Their use shall be governed by such policies, procedures and guidelines as shall be approved by VESA from time to time, and applicable law.

8.3.2. Non VESA Trademarks

The use of trademarks and logos not owned by VESA shall be in accordance with applicable law and such contractual requirements as may be imposed by the owners of such trademarks.

9. Amendment and Supplementation

This policy may be amended at any time by the Board of Directors, and may be supplemented at any time by such additional rules as the Board of Directors may elect or approve. No change in this IPR policy shall have retroactive effect, nor shall any change take effect earlier than 60 days following its announcement to the Members. Any such change will, at least, be notified to Members via messages sent to the ‘VESAs Member’ and the ‘VESAs Policy and Legal’ reflectors.

10. Dispute Resolution

VESAs shall not be required to become involved in any dispute between parties that involves the interpretation or enforcement of this IPR Policy.

11. Summary

The documents and process described above are intended to protect the rights of all Members while permitting the achievement of VESA and its Members’ goals. At the same time, the documents and process are intended to permit the VESA technical process to proceed without violation of applicable law or negative impact on Member recruitment and retention.

VESAs IPR process shall continue to operate under the supervision of the Board of Directors, and shall evolve as necessary as the internal needs of VESA and as external legalities and trade practices change.

If you have any question about the VESA IPR policy, please contact the VESA Executive Director at the VESA office. See www.vesa.org for contact information.
12. Exhibit A: Submission of Technology Form

NOTE: A Submission must be accompanied by a completed Submission of Technology Form only if (i) it contains Software, or (ii) the Submitter asserts that any Patent(s) Owned or applied for by it contain Necessary Claim(s) that would be Necessarily Infringed by an implementation of the Specification/Standard listed below, and the Submitter wishes to reserve the right to charge a royalty or other fee with respect to one or more such Necessary Claims. All blanks shall be completed in order for this Submission to be given consideration. This Submission is subject to all such guidelines, policies and procedures of VESA as may currently be in force. All terms capitalized and italicized are intended to have the meanings given to them in Section 2 of VESA Policy # 200D.

<table>
<thead>
<tr>
<th>Name of Submitting Organization (&quot;Submitter&quot;):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Person Completing this Form on Behalf of Submitter (&quot;Representative&quot;):</td>
</tr>
<tr>
<td>Mailing Address of Representative:</td>
</tr>
<tr>
<td>Email Address of Representative:</td>
</tr>
<tr>
<td>Specification/Standard Request for Proposal or request for Information to which this Submission relates, if any (the &quot;RFP/RFI&quot;):</td>
</tr>
</tbody>
</table>

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

1. The Representative is authorized to make the Submission attached hereto as Exhibit A.1 on behalf of the Submitter, and to make the following representations and warranties.

2. The Submitter has reviewed VESA Policy # 200D and the other VESA Policies referenced in that policy (the "Policies") and agrees that its Submission is being made in full compliance with those Policies.

3. The Submitter hereby irrevocably agrees that, if its Submission, in whole or in part, is finally approved by VESA for incorporation into the Specification/Standard, that:

   (a) on request it shall license all IPR Owned by it on the following terms:

   (i) The license shall be perpetual, subject to the revocation provision in section 6.2 (or until the expiry of its Necessary Claim(s), as the case may be), non-exclusive and worldwide, and shall be
made available to those (Members and non-members alike) desiring to use or implement the Specification/Standard referenced above; provided, however, that with respect to Patent claims, except as otherwise set forth in Section 4.2.3 of VESA Policy #200D with respect to Software, such license shall extend only to such Necessary Claims in the Submission as would be Necessarily Infringed by an implementation of such Specification/Standard in its final, approved form; and

(ii) All terms and conditions in such license shall be RAND (Reasonable and Non-Discriminatory); and

(b) If the Submission includes Software, in addition to any other rights granted by the Submitter under this Policy, the Submitter hereby grants VESA and all other Members a non-exclusive, irrevocable, worldwide, perpetual royalty-free license under the Submitter’s copyrights in such Software to redistribute and use in source and binary forms, with or without modification, for the sole purpose of developing the Specification/Standard. Prior to the final approval of the Specification/Standard in connection with which this Software has been submitted, the Submitter hereby agrees that it shall be deemed to have either (check one):

- transferred its copyright ownership in such Software to VESA; or
- granted to VESA and any Implementer a VESA Software License to its copyright interest in such Software.

4. Identified on Exhibit A.1 are all Patent(s) Owned or applied for by the Submitter that contain Necessary Claim(s) that the Submitter asserts would be Necessarily Infringed by an implementation of the Specification/Standard listed above where the Submitter reserves the right to charge a royalty or other fee with respect to one or more such Necessary Claims. In each case, the Submitter identifies such Necessary Claims by serial, publication or Patent number (required) and, if the Patent has issued, the Member also identifies such Necessary Claims (requested).

5. Subject to Section 8.1.3 of VESA Policy #200D with respect to Software, the Submitter hereby agrees that VESA may copy, distribute and otherwise make available this Submission for the purpose of evaluation, and that in the event that the Submission is accepted, that VESA shall own the copyright in the resulting Specification/Standard and all rights therein, including the rights of distribution. 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.

B. VESA, 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/STANDARD OR AMENDMENT 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 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______________, 201_.

[Name of Submitting Organization-Submitter from Above]

By:____________________________

[Signature of Representative]

Name: _________________________

Exhibit Index:

A-1: Submission
### 12.1. Exhibit A-1: Submission

#### 12.1.1. SUBMITTER

**NECESSARY CLAIMS**

List here all *Necessary Claim(s)* Owned by you for which you reserve the right to charge a royalty or other compensation.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 12.1.2. THIRD PARTY IPR

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
13. **Exhibit B: Meeting ‘Call for Patents’ Text**

Please be aware that this meeting is being held under the Intellectual Property Rights policy (VESA Policy # 200D and the other policies referenced in that policy) adopted by VESA. 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 *Member* Download Center area of the VESA website.

At this time, I would ask that anyone in attendance please review the agenda for this meeting as distributed, and inform me if they are personally aware of any *Patent* claims which would be likely to be read upon by an implementation of any *Specification/Standard* or other work product which is the subject of this meeting, as indicated by the agenda. You need not be the inventor of such *Patent* or *Patent* application in order to inform us of its existence, nor shall you be held responsible for expressing a belief which turns out to be inaccurate.
14. Exhibit C: IPR Response Form

NOTE: All blanks shall be completed in order for this response to be given consideration. This response is subject to all such guidelines, policies and procedures of VESA as may currently be in force. This form shall be completed, when required, on behalf of each Member, at the appropriate process checkpoint(s). *All capitalized and italicized terms are intended to have the meanings given to them in Section 2 of VESA Policy # 200D*

<table>
<thead>
<tr>
<th>Name of Member:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Person Completing this Form on Behalf of Member (&quot;Representative&quot;):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address of Representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address of Representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Specification/Standard to which this response relates:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

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

1. The Representative is authorized on behalf of the Member to make the following representations and warranties.

2. The Member has reviewed the current Policy regarding IPR (Intellectual Property Rights) of VESA and agrees that it shall fully comply with those Policies.

3. If you do not choose one of the options under (a) or (b), or do not return this Form, you will be deemed to have chosen either the first or second choice under (a) below:

(a) The Member hereby irrevocably agrees that it (please check one blank):

- [ ] On request, license all Patent claim(s) which are Owned by it and which is (are) Necessarily Infringed by implementation of the proposed Specification/Standard, on a perpetual (or until the expiry of IPR if the rights are derived from time limited grants such as Patents), non-exclusive and worldwide basis, to those (Members and non-members alike) desiring to use or implement such Specification/Standard; and that such license shall be (please check one blank):
Without charge, and shall otherwise be under RAND (Reasonable and Non-Discriminatory) terms and conditions; or

With the requirement of paying a royalty or other fee, and under RAND (Reasonable and Non-Discriminatory) terms and conditions (including with respect to the royalty or other fee) that are Reasonable and Non-Discriminatory.

Note: A Member may elect different options above with respect to different Necessary Claims, but its elections, taken together, must apply to all Necessary Claims Owned by it.

(b) With respect to any Necessary Claims Owned or applied for by the Member, and as to which the Member indicates that no guarantee of license rights is being made (or that such rights shall in fact be denied in at least some cases), the Member identifies the same on Exhibit C-1 by serial, publication or Patent number (required) and, if the Patent has issued, the Member also identifies such Necessary Claims (requested).

This Submission has been made on______________, 201_.

[Name of Member]

By:____________________
[Signature of Representative]

14.1. Exhibit Index:

C-1:  Reserved Intellectual Property
14.1.1. Exhibit C-1: Reserved Intellectual Property

**MEMBER NECESSARY CLAIMS**

List here all *Necessary Claim(s)* Owned by you for which you are unwilling to provide a RAND license.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

14.1.2. THIRD PARTY IPR

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
15. **Exhibit D: Implementer’s License Agreement**

This License Agreement (Agreement) is a legal agreement between you and Video Electronics Standards Association (Licensor), which is the owner of the Specification/Standard (Specification) you will be downloading when you complete this Agreement. As used in this Agreement, "you" means the company, entity or individual that is acquiring a license under this Agreement.

By clicking on the "ACCEPT" button below, you are agreeing that you will be bound by and are becoming a party to this Agreement. If you are an entity, and an individual is entering into this Agreement on your behalf, then you will be bound by this Agreement when that individual clicks on the “ACCEPT” button. When they do so, it will also constitute a representation by the individual that s/he is authorized to bind you as a party to this Agreement. If you do not agree to all of the terms of this Agreement, click the "DO NOT ACCEPT" button at the end of this Agreement.

1. License Grant.

If the Specification includes only text, only Section (a) below applies. If the Specification also includes “Software,” as defined in Licensor’s Intellectual Property Rights (IPR) Policy (VESA Policy #200D), Section (b) applies to such Software. To the extent of any inconsistency between (a) and (b) below, the terms of (b) shall control:

(a) Licensor hereby grants you the right, without charge, on a perpetual, non-exclusive and worldwide basis, the right to utilize the Specification for the purpose of developing, making, having made, using, marketing, importing, offering to sell or license, and selling or licensing, and to otherwise distribute, products complying with the Specification, in all cases subject to the conditions set forth in this Agreement and any relevant patent and other intellectual property rights of third parties (which may include members of Licensor). This license grant does not include the right to sublicense, modify or create derivative works based upon the Specification. For the avoidance of doubt, products implementing this Specification are not deemed to be derivative works of the Specification.

(b) Copyright <year> All Rights Reserved

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

Neither the name of the copyright holder nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

The above license is used as a license under copyright only. Please reference VESA Policy #200D for patent licensing terms.

2. NO WARRANTIES.

**THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS**

**VESNA Policy # 200D**
"AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

3. Third Party Rights

Without limiting the generality of Section 2 above, LICENSOR ASSUMES NO RESPONSIBILITY TO COMPILE, CONFIRM, UPDATE OR MAKE PUBLIC ANY THIRD PARTY ASSERTIONS OF PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT MIGHT NOW OR IN THE FUTURE BE INFRINGED BY AN IMPLEMENTATION OF THE SPECIFICATION IN ITS CURRENT, OR IN ANY FUTURE FORM. IF ANY SUCH RIGHTS ARE DESCRIBED ON THE SPECIFICATION, LICENSOR TAKES NO POSITION AS TO THE VALIDITY OR INVALIDITY OF SUCH ASSERTIONS, OR THAT ALL SUCH ASSERTIONS THAT HAVE OR MAY BE MADE ARE SO LISTED.

4. Termination of License

In the event of a breach of this Agreement by you or any of your employees or members, Licensor shall give you written notice and an opportunity to cure. If the breach is not cured within thirty (30) days after written notice, or if the breach is of a nature that cannot be cured, then Licensor may immediately or thereafter terminate the licenses granted in this Agreement.

5. Miscellaneous

All notices required under this Agreement shall be in writing, and shall be deemed effective five days from deposit in the mails. Notices and correspondence to either party shall be sent to its address as it appears below. This Agreement shall be construed and interpreted under the internal laws of the United States and the State of California, without giving effect to its principles of conflict of law.

Video Electronics Standards Association
1754 Technology Dr., Suite 238
San Jose, CA 95110

6. Required Information.

You represent and warrant that the following information is complete and accurate:

*Required Field

Name:*
Entity on whose behalf you are accepting this Agreement:

Address:* 

Telephone Number:* 

Email address:*
VESA Policy # 200
Submitted by: Board of Directors, Executive Director and Attorney Revision
Date: 13 April 2004 (Initial Release)
Details:
  • New policy specifying all VESA IPR requirements, supersedes sections in several existing policies.

VESA Policy # 200A
Submitted by: Board of Directors, Executive Director and Attorney Revision
Date: 2 June 2004
Details
  • Response to comments from members, discussions within Board of Directors and review with Attorney.

VESA Policy # 200B
Submitted by: Board of Directors, Executive Director and Attorney Revision
Date: 7 December 2004
Details
  • Response to further comments from members, discussions within Board of Directors and review with attorney
  • Section 2, changes to definition of Necessarily Infringed and Non-discriminatory
  • Section 4, third bullet point
  • Section 4.1, fifth line.
  • Section 4.5.1 sixth line. A typo, the ‘a’ in “… of a an …” deleted.
  • Exhibit A, section 3.(i)
  • Exhibit C, section 3 (a) second paragraph
  • Multiple references to policy 200A updated to 200B (mainly Exhibits A, B & C)

VESA Policy # 200B Update
Submitted by: Executive Director
Revision Date: 16 March 2011
Details
  • Updated references to other updated VESA policies
  • Removed references to Technical Committees
  • Added Standard to the term Specification. Specification/Standard

VESA Policy # 200C Update
Submitted by: Board of Directors, Executive Director and Attorney Revision
Revision Date: 24 January 2014
Major Changes
  • Changes in Definitions
  • Sections 4.6 and 4.7 added
  • Detailed changes available on request from VESA Office

VESA Policy #200D Update
Submitted by: Board of Directors, Executive Director and Attorney Revision
Revision Date: 24 January 2017
Major Changes
  • Addition of Software definition

VESA Policy # 200D
• Addition of new Section 7.3, requiring new legend regarding *Software*
• Addition of new Section 8.1.3 relating to inclusion of *Software* in *Specifications/Standards*
• Addition of Section II to Exhibit D relating to addition of *Software*
• Various conforming changes throughout policy (e.g., 4.1, 4.2, 4.1.2, 5.3, 8.1.1, 8.1.2, Exhibit A)