

GLOBALPLATFORM, INC.

Intellectual Property Rights (IPR) Policy

IPR Policy

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Introduction

Following is the Intellectual Property Rights Policy (“Policy”) for GlobalPlatform, Inc. (“GlobalPlatform” or the “Company”), intended to meet the requirements of Section 3.1 of the GlobalPlatform Bylaws. This set of rules is intended to balance several competing interests, as well as to be within the range of common practice for other industry consortia and standard setting groups. While it is intended to be comprehensive, it does not require some practices that are followed by a small number of consortia (e.g., mandatory cross licensing), nor does it seek to address every issue that might be mandated. Section 5 of the Policy contemplates that the Board of Directors of GlobalPlatform (the “Board”) will from time to time adopt such additional requirements as may be necessary and advisable to implement the Policy.

The other documents which complete the implementation of the intellectual property structure for GlobalPlatform are as follows:

1. Member Submission of Technology Form, requiring Members of GlobalPlatform (each a “Member”) to provide a statement of intentions with respect to rights granted in submitted technology. (See Attachment #1)
2. Participant Response Form, to be used by Members participating in applicable GlobalPlatform Technical Committees and Working Groups, making statements with respect to any intellectual property rights of such Members or others which might be necessarily infringed by an implementation of a Specification (as defined below) under consideration for adoption. (See Attachment #2)
3. Non-Participant Response Form, to be used by Members not participating in applicable GlobalPlatform Technical Committees and Working Groups, making statements with respect to any intellectual property rights of such Members or others which might be necessarily infringed by an implementation of a Specification under consideration for adoption. (See Attachment #3)
4. Enrollment Form, to be used by a Member participant in a Committee or Working Group, by means of which such Member agrees to be bound by this IPR Policy. (See GlobalPlatform Member Website – Working Group Enrollment)
5. GlobalPlatform Process and Procedures Manual, which provides detailed policies and procedures for the GlobalPlatform Technical Committees, as from time to time approved by the Board (the “Process and Procedures”). (See GlobalPlatform Member Website)
6. Non-Member Submission of Technology Agreement, setting forth the terms and conditions under which non-Members may submit technology to the Company. (See GlobalPlatform Website)

This Policy was initially approved by the Board on 13 April 2000, and subsequently amended on 17 May 2001, 23 May 2003, 30 September 2003, 9 March 2004 and 18 March 2010.

This Policy covers the issues of patent, copyright, trademark, trade secret, and other intellectual property rights (collectively, “IPR”) for specifications, amendments thereto and other work product created by GlobalPlatform.

1. Patents and Other IPR Generally

1.1 Calls for Patents

- a. Purpose. In order to lessen the possibility of adopting a specification or other technology, the implementation of which infringes a patent or other IPR, the Company will, in the course of carrying out its program of work, and in accordance with this Policy, the Process and Procedures and such other policies as may be in place from time to time (the foregoing, collectively, the “Policies”), issue calls to its Members to disclose patents or other IPR (“patent calls”) Owned (as defined in Section 1.1(c)(i) below) by them or third parties which would be necessarily infringed by the implementation of a specification, an amendment to a specification or other work product proposed for adoption (referred to herein as the “Specification”).
- b. Who Must Respond. Patent call responses will be required in four distinct situations:
 - i. By Members tendering a Member Submission of Technology Form with respect to the subject matter of the submission; (a “Submission”);
 - ii. By Members “Enrolled” (as from time to time defined in the Process and Procedures) in a Committee or Working Group, with respect to the Specification under development (a “Participant Response”);
 - iii. By all Full and Participating Members with respect to each Specification prior to final adoption (a “Non-Participant Response”); and
 - iv. By all Member representatives attending a meeting of a Committee or Working Group. All such representatives are required to inform the Chairperson of such Committee or Working Group at any time that they become personally aware of any claims under any patent applications or issued patents which might be necessarily infringed by an implementation of any Specification which is the subject of that Committee or Working Group. Any representative who does so will not be held responsible for expressing a good

faith belief that turns out to be inaccurate. Each Committee or Working Group meeting where technical discussions will occur shall begin by reading or displaying the following statement, or such modified statement as may in the future be included in the Process and Procedures:

“Please be aware that this meeting is being held under the GlobalPlatform Intellectual Property Rights Policy. If you do not have a copy of this policy, please contact (or inform) the chairperson during this meeting. You may also view and download a copy of the policy at the _____ section of the GlobalPlatform website.

At this time, each person in attendance is required to inform the chairperson if they are personally aware of any claims under any patent applications or issued patents which would be likely to be read upon by an implementation of any specification or other work product which is the subject of this meeting. You need not be the inventor of such patent or patent application in order to inform GlobalPlatform of its existence, nor will you be held responsible for expressing a good faith belief which proves to be inaccurate.”

- c. Permitted Responses. In order to fairly balance the burdens of disclosure, licensing or other obligations hereunder with the benefits of participation, the following terms shall apply:

i. In the case of a Submission, the Member tendering the Member Submission of Technology Form must agree, on its own behalf and on behalf of each Subsidiary (defined below) thereof, to either not assert, or to license, all patent claim(s) and other IPR which are Owned (defined below) by the Member (or any of its Subsidiaries) and which would be necessarily infringed by an implementation of the Specification in question (such commitment, as further qualified by the remainder of this Section 1.1(c)(i), a “RAND-Free Commitment”). Members are encouraged, but not required, to elect non-assertion. In the event that the Member prefers to license, then such license shall be under reasonable terms and conditions that are demonstrably free of unfair discrimination, and without compensation. In either case, the RAND-Free Commitment shall apply to all those (Members and non-Members alike) desiring to use such patented technology or other IPR for the purpose of implementing the Specification in question. As used in this Policy:

(A) “Owned” means, with respect to a given Member or Subsidiary thereof, either outright ownership by such Member or Subsidiary or the right of such Member or Subsidiary to license to any Unrelated Company (defined below) thereof a patent claim or other IPR, without obligation on the part of such Member or Subsidiary to pay a royalty or other fee to any third party, regardless of whether or not such third party is an Unrelated Company of such Member or Subsidiary;

(B) “Unrelated Company” means, with respect to a given Member or Subsidiary thereof, any entity that does not Control, is not subject to the Control of, and is not under common Control with such Member or Subsidiary;

(C) “Subsidiary” means, with respect to a given Member, any entity that, at the

relevant time, is subject to the Control of such Member; and

(D) “Control” means, with respect to a given entity, the direct or indirect (through any number of successive tiers) (1) power to direct the decisions of such entity or (2) ownership of more than fifty percent (50%) of the outstanding securities or other ownership interests having the right to vote for the election of directors or other managing authority of such entity.

ii. In the case of a Participant Response situation, the Member participating in the Committee or Working Group must reply in one of the following ways:

(A) By making a RAND-Free Commitment;

(B) By agreeing to the same obligation, but reserving the right to require payment of a reasonable royalty or other fee, and, in addition, either (x) identifying the patent claim(s) and/or other IPR which is Owned by it (or any of its Subsidiaries) which it asserts would be necessarily infringed and the portion of the Specification which would result in the infringement, or (y) stating that its “member designee” (as defined in the Process and Procedures) is unaware of any patents, patent applications or other IPR Owned by such Member (or any of its Subsidiaries) that would be so infringed (a “RAND-Royalty Commitment”); or

(C) By identifying the patent claim(s) and/or other IPR which is Owned by it (or any of its Subsidiaries) which it asserts would be necessarily infringed and the portion of the Specification which would result in the infringement, and indicating that no guarantee of license rights is being made (or that such rights will in fact be denied in some or all cases) (a “Refusal”).

iii. In the case of a Non-Participant Response situation, the Full and Participating Members that have not participated in the Committee or Working Group in question must reply in one of the following ways:

(A) By making a RAND-Free Commitment;

(B) By making a RAND-Royalty Commitment; or

(C) By making a Refusal.

d. Consequences for Failure to Disclose. In the event that a Member or a Member representative, as the case may be, intentionally and falsely states that he/she is unaware of any IPR that would necessarily be infringed by an implementation of a Specification and later asserts that it is the owner of IPR that would be so infringed, then it shall be deemed to have forfeited its right to (x) later withhold a license on reasonable and non-discriminatory terms from anyone (Member or non-Member alike) that desires to implement that Specification, or (y) require any compensation for such license.

- e. When Required. Responses to patent calls are required at the following times:
 - i. In the case of a Submission, the response is required in the Member Submission of Technology Form.
 - ii. In the case of a Participant Response, the response is required within 60 days of the date upon which the Specification in question is posted for final comment by members of the Committee or Working Group in question. NOTE: In the event that a response is not received within such period, or a response is received but the Member has not completed the portion of the response that relates to disclosing patent claims or other IPR, then the Member will be deemed to have made a RAND-Free Commitment or, at the election of the Member, a RAND-Royalty Commitment and, in either case, will be legally bound to such terms.
 - iii. In the case of a Non-Participant Response, the response is required within 60 days of the date upon which the Specification in question is posted for general Member comment. NOTE: In the event that a response is not received within such period, then the Member will be deemed to have made a RAND-Free Commitment or, at the election of the Member, a RAND-Royalty Commitment and, in either case, will be legally bound to such terms.
- f. Upon Whom Binding. Subject to the knowledge qualifications set forth above, all responses to patent calls are binding upon the Member upon whose behalf the response has been delivered.
- g. Reciprocity. Any Member requiring a license or making the covenant provided for under this 1.1 shall be permitted to revoke the license (or covenant) granted to any owner of IPR that seeks to assert that such IPR would be necessarily infringed by an implementation of the same Specification, if such owner is not willing to provide a similar covenant or a license upon reasonable and non-discriminatory terms (which may include reasonable compensation) to anyone (Member and non-Member alike) implementing such Specification.
- h. Implementation. The Board may approve such additional rules and regulations, to be found in the Process and Procedures, as may be consistent with and necessary to implement this Policy.

1.2 Non-Member Submissions

The Company will require any non-Member permitted to submit technology to the Company to execute a Non-Member Submission of Technology Agreement in a form consistent with this IPR Policy.

1.3 Document Notations

All draft Specifications that are subject to Member comment and all finally adopted Specifications shall include the following introductory language:

“Recipients of this document are invited to submit, with their comments, notification of any relevant patent rights or other intellectual property rights of which they may be aware which might be necessarily infringed by the implementation of the specification or other work product set forth in this document, and to provide supporting documentation.”

1.4 Notation when Patents are Identified

When patents or other IPR have been identified for draft Specifications subject to Member comment, or thereafter with respect to already published final Specifications, the following notice shall be included in the introduction:

“The Company draws attention to the fact that it is claimed that compliance with this specification or other work product may involve the use of a patent or other intellectual property right (collectively, “IPR”) concerning (..subject matter..) given in (..subclause..). The Company takes no position concerning the evidence, validity and scope of this IPR.

The holder of this IPR has assured the Company that he is willing to [refer to 1.1 a or b or 1.2 from above as applicable]. In this respect, the statement of the holder of this IPR is registered with the Company. Information may be obtained from:

[..name of holder of right..]

[..address..]

Attention is drawn to the possibility that some of the elements of this Company specification or other work product may be the subject of IPR other than those identified above. The Company 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.

THIS SPECIFICATION OR OTHER WORK PRODUCT IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY IMPLEMENTATION OF THIS SPECIFICATION OR OTHER WORK PRODUCT SHALL BE MADE ENTIRELY AT THE IMPLEMENTER’S OWN RISK, AND NEITHER THE COMPANY, 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 OR OTHER WORK PRODUCT.”

In the event that the owner of any IPR has asserted that infringement would result from the implementation of a Specification, and such owner has refused to grant a license or covenant pursuant to

1.1a or b above, then the second paragraph of the above notice shall be replaced or supplemented, as appropriate, with the following:

“The holder of such IPR has refused a request by the Company that it agree to make a license available for the purpose of implementing this specification or other work product. Information may be obtained from:

[..name of holder of right..]

[..address..]”

1.5 Patent Searches

In no case shall the Company or any Member (or Member representative) be obligated to conduct searches for patents or other IPR which would be infringed by the implementation of a Specification.

1.6 Patents Revealed After Publication

In the case where IPR is revealed following publication of a Specification, and the holder of such IPR claims that it covers items included in the Specification, such holder will be asked to license or grant covenants with respect to the necessary IPR in the manner outlined in 1.1 a or b above. If such a license or covenant cannot be obtained, the Specification shall be referred back to the relevant technical committee for further consideration, as appropriate.

2. Copyrights

The copyright for all draft and published Specifications shall belong to the Company.

2.1 Contributions of Copyrighted Materials

Those who contribute their copyrighted materials to the Company shall retain copyright ownership of their original work, while at the same time granting the Company and all implementers of Specifications full rights to revise, modify, and create derivative works based on that original work, under the Company's own copyright.

2.2 Copyrighted Materials from Committees and Working Groups

The technical developments created and approved by Committees and Working Groups will be covered by the Company's own copyright. All Company technical working documents under Committee / Working Group review and enhancement shall include the following introductory language:

“Copyright © 20xx, GlobalPlatform, Inc., all rights reserved. The technology provided or described herein is subject to updates, revisions and extensions by GlobalPlatform. This documentation is currently in draft form and is being reviewed and enhanced by the Committees and Working Groups of GlobalPlatform.”

3. Trade Secrets

Company Members will not be expected to reveal trade secret information to the Company, nor will they be asked to sign non-disclosure agreements.

The Company cannot be held responsible for the disclosure of any Member or non-Member's trade secret regardless of the circumstances.

4. Trademarks

4.1 Company Trademarks

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

4.2 Non Company Trademarks

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

5. Submissions and Responses to Calls

All submissions of technology for adoption consideration, and all responses to patent calls, shall be on such forms implementing the rules set forth in this Policy as the Company shall from time to time choose to employ. This Policy may be supplemented at any time by such additional rules as the Board may elect to approve, including with respect to determining those who shall be required to answer a patent call, and the consequences, if any, for any failure to use such form, or to answer a patent call.

5.1 Completing a Submission

Any Member may remit a Submission of Technology Form (Attachment #1), including all Exhibits thereto) for evaluation and consideration. At the discretion of the Company, non-Members of the Company may also make a Submission, which must be accompanied by a fully completed Non-Member Submission of Technology Agreement. All Submissions are subject to the provisions of this Policy. Each submitter must send the applicable completed Submission of Technology Form to secretariat@globalplatform.org.

5.2 Reviewing a Submission

Only Full Members of GlobalPlatform may participate in the evaluation, revision and enhancement of a technology submission through the Committee and Working Group structure. Additionally, only Full Members are entitled to vote on new Specifications for ratification and implementation.

5.3 Announcing a Submission

Under no circumstances may a document be referred to as “submitted to GlobalPlatform” or “under consideration by GlobalPlatform” or any similar phrase.

5.4 Accessing a Submission

All Members, regardless of their Membership classification, are entitled to review technology Submissions. All technology Submissions will be posted on the Member website after being assigned to a Committee for evaluation.

Attachment #1
Member Submission of Technology Form
(Required for all Member IPR Submissions)

GLOBALPLATFORM, INC.

MEMBER SUBMISSION OF TECHNOLOGY FORM

NOTE: All blanks must be completed in order for this submission to be given consideration.
NOTE: All blanks must be completed in order for this form to be accepted. This submission is subject to all such guidelines, policies and procedures of GlobalPlatform, Inc. as may currently be in force.

NAME OF SUBMITTING
ORGANIZATION
("MEMBER"):

NAME OF PERSON
COMPLETING THIS FORM
ON BEHALF OF SUBMITTER
("REPRESENTATIVE"):

MAILING ADDRESS OF
REPRESENTATIVE:

EMAIL ADDRESS OF
REPRESENTATIVE:

SPECIFICATION,
AMENDMENT OR OTHER
WORK PRODUCT TO WHICH
THIS SUBMISSION RELATES
(THE "SPECIFICATION"):

- 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 submission described in Exhibit A (the "Submission") and the following representations and warranties.
 2. The Member has reviewed the current *Intellectual Property Rights (IPR) Policy* (the "Policy") and *Process and Procedures Manual* of GlobalPlatform, Inc. (together, the "IPR Documents"), current copies of which have been distributed to each Enrolled

Member upon request), and agrees that it will fully comply with the IPR Documents. All capitalized terms used but not defined in this form shall have the meanings ascribed to them in the IPR Policy.

3. The Member hereby irrevocably agrees that if the Specification is finally approved by GlobalPlatform, Inc., the Member will not assert, or will license, all patent claim(s) and other IPR (as defined in the Policy) which are Owned by it (or any of its Subsidiaries) and which would be necessarily infringed by an implementation of the Specification or any amendment thereto. In the event that the Member elects to license, then such license shall be under reasonable terms and conditions that are demonstrably free of unfair discrimination, and without compensation. In either case, this obligation relates to all those (Members and non-Members alike) desiring to use such patented technology or other IPR for the purpose of implementing the Specification or any amendment thereto.
 4. The Member hereby agrees that GlobalPlatform, Inc. may copy, distribute and otherwise make available the Submission for the purpose of evaluation, and that in the event that the Submission is accepted, that GlobalPlatform, Inc. will own the copyright in the resulting Specification or amendment thereto and all rights therein, including the rights of distribution. This agreement shall not in any way deprive the Member of any patent or other IPR relating to the technology to which its Submission relates.
 5. The Representative is not aware of any claim(s) in any patents or patent applications or other IPR of any third party which would be infringed by the implementation of the Specification. If the Representative is aware of any such potential infringement, then the Member has described, to the best of his/her knowledge, such infringement and the related IPR in Exhibit B, together with any supporting documentation which may be readily available to the Representative.
- B. GlobalPlatform, Inc., in accepting this form, acknowledges that the representation required in paragraph A.5 above is being solicited purely for informational purposes, and that GlobalPlatform, Inc. will not be relying on such representation or otherwise holding the Member responsible for its accuracy.
- C. GlobalPlatform, Inc., 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 OR AMENDMENT THERETO INCORPORATING THE SUBMISSION IN WHOLE OR IN PART SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND THE MEMBER 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 _____, 20__.

[Name of Member]

By: _____
[Signature of Representative]

Exhibit A to Member Submission of Technology Form

Submission

Exhibit B to Member Submission of Technology Form

Third Party IPR

Attachment #2: Participant Response Form

NOTE: All blanks must be completed in order for this form to be accepted. This response is subject to all such guidelines, policies and procedures of GlobalPlatform, Inc. as may currently be in force. This form is to be completed on behalf of each Member which is Enrolled (as defined in the Process and Procedures Manual).

NAME OF MEMBER
("MEMBER"):

NAME OF PERSON
COMPLETING THIS
("REPRESENTATIVE"):

MAILING ADDRESS OF
REPRESENTATIVE:

EMAIL ADDRESS OF
REPRESENTATIVE:

SPECIFICATION OR
AMENDMENT TO WHICH
THIS FORM RELATES (THE
"SPECIFICATION"):

- 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 *Intellectual Property (IPR) Policy* and *Process and Procedures Manual* of GlobalPlatform, Inc. (together, the "IPR Documents", current copies of which have been distributed to each Enrolled Member) and agrees that it will fully comply with the IPR Documents. All capitalized terms used but not defined in this form shall have the meanings ascribed to them in the IPR Policy.
 3. The Member hereby irrevocably agrees that if the Specification is finally approved by GlobalPlatform, Inc., it will do one of the following (please check one blank):
 - (a) _____ the Member hereby makes a RAND-Free Commitment with respect to the Specification and any amendment thereto;

(b) _____ the Member hereby makes a RAND-Royalty Commitment with respect to the Specification and any amendment thereto and also states one of the following (please check one blank):

(i) _____ identified on Exhibit A are the patent claim(s) and/or other IPR which are Owned by the Member or any of its Subsidiaries which the Member asserts would be necessarily infringed and the portion of the Specification which would result in the infringement; or

(ii) _____ the Representative is also the “member designee”, as defined in the GlobalPlatform, Inc. Process and Procedures Manual, and is unaware of any patent claims or other IPR of the Member (or any of its Subsidiaries) that would be necessarily infringed;

(c) _____ identified on Exhibit A are the patent claim(s) and/or other IPR which are Owned by the Member or any of its Subsidiaries which the Member asserts would be necessarily infringed and the portion of the Specification which would result in the infringement. The Member additionally states that (please check one blank):

(i) _____ no guarantee of license rights is being made; or

(ii) _____ such rights will be denied in some or all cases.

4. The Representative is not aware of any claim(s) in any patents or patent applications or other IPR of any third party which would be necessarily infringed by the implementation of the Specification. If the Representative is aware of any such potential infringement, then the Representative has described, to the best of his/her knowledge, such infringement and the related IPR in Exhibit B, together with any supporting documentation which may be readily available to the Representative.

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

This Participant Response Form has been submitted on _____, 20____.

Name of Member: _____

By: _____
[Signature of Representative]

Exhibit A to the Participant Response Form

Disclosed IPR

Exhibit B to the Participant Response Form

Disclosed Third Party IPR

Attachment #3: Non-Participant Response Form

NOTE: All blanks must be completed in order for this form to be accepted. This response is subject to all such guidelines, policies and procedures of GlobalPlatform, Inc. as may currently be in force. This form is to be completed on behalf of each Member which is Enrolled (as defined in the Process and Procedures Manual).

NAME OF MEMBER
("MEMBER"):

NAME OF PERSON
COMPLETING THIS
("REPRESENTATIVE"):

MAILING ADDRESS OF
REPRESENTATIVE:

EMAIL ADDRESS OF
REPRESENTATIVE:

SPECIFICATION OR
AMENDMENT TO WHICH
THIS FORM RELATES (THE
"SPECIFICATION"):

- 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 Intellectual Property (IPR) Policy and Process and Procedures Manual of GlobalPlatform, Inc. (together, the "IPR Documents", current copies of which have been distributed to each Enrolled Member) and agrees that it will fully comply with the IPR Documents. All capitalized terms used but not defined in this form shall have the meanings ascribed to them in the IPR Policy.
 3. The Member hereby irrevocably agrees that if the Specification is finally approved by GlobalPlatform, Inc., it will do one of the following (please check one blank):
 - (a) _____ the Member hereby makes a RAND-Free Commitment with respect to the Specification and any amendment thereto;

(b) _____ the Member hereby makes a RAND-Royalty Commitment with respect to the Specification and any amendment thereto and also states one of the following (please check one blank):

(i) _____ identified on Exhibit A are the patent claim(s) and/or other IPR which are Owned by the Member (or any of its Subsidiaries) which the Member asserts would be necessarily infringed and the portion of the Specification which would result in the infringement; or

(ii) _____ to the direct or indirect knowledge of the Representative or other Member representative participating in activities of GlobalPlatform, Inc., he/she is unaware of any of the Member's patents or other IPR that would be necessarily infringed by an implementation of the Specification;

(c) _____ identified on Exhibit A are the patent claim(s) and/or other IPR which are Owned by the Member (or any of its Subsidiaries) which the Member asserts would be necessarily infringed and the portion of the Specification which would result in the infringement. The Member additionally states that (please check one blank):

(i) _____ no guarantee of license rights is being made; or

(ii) _____ such rights will be denied in some or all cases.

4. The Representative is not aware of any claim(s) in any patents or patent applications or other IPR of any third party which would be necessarily infringed by the implementation of the Specification. If the Representative is aware of any such potential infringement, then the Representative has described, to the best of his/her knowledge, such infringement and the related IPR in Exhibit B, together with any supporting documentation which may be readily available to the Representative.

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

This Non-Participant Response Form has been submitted on _____, 20____.

Name of Member: _____

By: _____
[Signature of Representative]

Exhibit A to the Participant Response Form

Disclosed IPR

Exhibit B to the Participant Response Form

Disclosed Third Party IPR
