

Version 3.0
Approved: March 9, 2004

GLOBALPLATFORM, INC.

Intellectual Property Rights (IPR) Policy

IPR Policy

© GlobalPlatform, Inc. 2003
900 Metro Center Boulevard; M1/8S
Foster City, CA 94404 USA
Phone +1.650.432.2486 • Fax +1.650.432.5096

Table of Contents

1.	Patents and Other IPR Generally	2
1.1	Calls for Patents	2
1.2	Document Notations	6
1.3	Notation when Patents are Identified	6
1.4	Patent Searches	7
1.5	Patents Revealed After Publication	8
2.	Copyrights	9
2.1	Contributions of Copyrighted Materials	9
2.2	Copyrighted Materials from Committees and Working Groups	9
3.	Trade Secrets	10
4.	Trademarks	11
4.1	Company Trademarks	11
4.2	Non Company Trademarks	11
5.	Submissions and Responses to Calls	12
5.1	Completing a Submission	12
5.2	Reviewing a Submission	12
5.3	Announcing a Submission	12
5.4	Accessing a Submission	13
	Attachment #1: Submission of Technology Form	14
	Exhibit A to the Submission of Technology Form	16
	Exhibit B to the Submission of Technology Form	17
	Attachment #2: Participant Response Form	18
	Exhibit A to the Participant Response Form	20
	Exhibit B to the Participant Response Form	21
	Disclosed Third Party IPR	21
	Attachment #3: Non-Participant Response Form	22
	Exhibit A to the Participant Response Form	24
	Exhibit B to the Participant Response Form	25

Introduction

Following is the Intellectual Property Policy for GlobalPlatform, Inc. (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 which are followed by a small number of consortia (e.g., mandatory cross licensing), nor does it seek to address every issue which might be mandated. Section 5 of the Policy contemplates that 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. Submission form for technology, requiring statement of intentions with respect to licensing of submitted technology. [See Attachment #1.]
2. Participant IPR Response form, to be used by Members of the Technical Committees and Working Groups, making similar statements with respect to any intellectual property rights of such Members which would be infringed by an implementation of a specification or amendment under consideration for adoption. [See Attachment #2.]
3. Non-Participant IPR Response form, to be used by non-participating Members making similar statements with respect to any intellectual property rights of such Members which would be infringed by an implementation of a specification or amendment under consideration for adoption. [See Attachment #3.]
4. Enrollment Form, to be used by a participant in a Committee or Working Group, by means of which the Member agrees to be bound by this IPR policy. [See GlobalPlatform Member Website – working group enrollment]
5. Detailed Policies and Procedures for the technical Committees, as from time to time approved by the Board of Directors (the "Policies and Procedures"). [See GlobalPlatform Process and Procedures Document.]

Approved by the Board of Directors of GlobalPlatform, Inc. on 13 April 2000 and subsequently amended on 17 May 2001, and 23 May, 2003 and September , 2003.

This policy covers the issues of patent, copyright, trademark, trade secret, and other intellectual property rights (collectively, “IPR”) for specifications created by GlobalPlatform, Inc. (the Company).

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 the GlobalPlatform Process and Procedures Manual and such other policies as may be in place from time to time (collectively, the “Policies”), issue calls to its Members to disclose patents or other IPR (“patent calls”) owned by them or third parties which would be necessarily infringed by the implementation of a specification, or an amendment to a specification, proposed for adoption.
- b. Who Must Respond. Patent call responses will be required in four distinct situations:
 - i. By Members tendering a Submission of Technology form, either unsolicited or in response to a Request for Proposals, with respect to the subject matter of the 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 or amendment under development;
 - iii. By all Full and Participating Members with respect to each specification or amendment prior to final adoption; and
 - iv. By all Member representatives attending a meeting of a Committee or Working Group. All such representatives are required to inform the Chairperson 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 or other work product

which is the subject of that Committee or Working Group. Any representative who does so will not be held responsible for expressing a 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 Policies 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 that policy at the _____ section of the GlobalPlatform website.

At this time, anyone 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 belief which proves to be inaccurate."

- c. Permitted Responses. In order to fairly balance the burdens of disclosure and licensing obligations with the benefits of participation, the following terms shall apply:
 - i. In the situations described in 1.1.b.i above, the Member tendering the Submission of Technology Form must agree to either not assert, or to license, all patent claim(s) and other IPR which are owned by the Member (or its subsidiaries) and which would be necessarily infringed by an implementation of the specification or amendment in question. 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, 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 amendment;
 - ii. In the situation described in 1.1.b.ii, the Member participating in the Committee or Working Group must reply in one of the following ways:
 - (A) As provided in 1.1.c.i. above;

(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 its subsidiaries) which it asserts would be necessarily infringed and the portion of the specification or amendment which would result in the infringement, or (y) stating that the Member Designee (as defined in the Process Document) is unaware of any of the Member's patents, patent applications or other IPR that would be so infringed; or

(C) By identifying the patent claim(s) and/or other IPR which is owned by it (or its subsidiaries) which it asserts would be necessarily infringed and the portion of the specification or amendment 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).

iii. In the situation described in 1.1.b.iii above, 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) As provided in 1.1.c.i. above;

(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 its subsidiaries) which it asserts would be necessarily infringed and the portion of the specification or amendment which would result in the infringement, or (y) stating that to the direct or indirect knowledge of the individual Member representative completing the response, he/she is unaware of any of the Member's patent claims or other IPR that would be necessarily infringed;

(C) By indicating that no guarantee of license rights is being made (or that such rights will in fact be denied in some or all cases), and, in addition, either (x) identifying the patent claim(s) and/or other IPR which is owned by it (or its subsidiaries) which it asserts would be infringed and the portion of the specification or amendment which would result in the infringement, or (y) stating that to the direct or indirect knowledge of the individual Member representative completing the response, he/she is unaware of any of the Member's patents or other IPR that would be infringed;

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 1.1.b.i above, the response is required in the Submission of Technology Form.

ii. In the case of 1.1.b.ii above, the response is required within 60 days of the date upon which the specification or amendment 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 responded as set forth in 1.1.c.ii.(A) or, at the election of the Member, 1.1.c.ii.B(y) above and, in either case, will be legally bound to such terms.

iii. In the case of 1.1.b.iii above, the response is required within 60 days of the date upon which the specification or amendment 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 responded as set forth in 1.1.c.iii.(A) or, at the election of the Member, 1.1.c.iii.(B)(y) above 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 under this 1.1 shall be permitted to revoke the license 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 licensee is not willing to provide 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 of Directors may approve such additional rules and regulations, to be found in the Process and Procedures Document, as may be consistent with and necessary to implement this Policy.

1.2 Document Notations

All Company 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 set forth in this document, and to provide supporting documentation.”

1.3 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 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 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 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 IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY IMPLEMENTATION OF THIS SPECIFICATION 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.”

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 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. Information may be obtained from:

[.name of holder of right..]

[.address..]”

1.4 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 Company specification.

1.5 Patents Revealed After Publication

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

2. Copyrights

The copyright for all Company 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 Company 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 © 200x, 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 calls for patents, 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 of Directors may elect to approve, including with respect to determining those who shall be required to answer a call for patents, and the consequences, if any, for any failure to use such form, or to answer a Call.

5.1 Completing a Submission

Any organization, regardless of their affiliation with GlobalPlatform, may remit a Technology Submission (Attachment #1, including Exhibit A and Exhibit B) for evaluation and consideration. All submissions are subject to the provisions of GlobalPlatform's IPR Policy. The Submitter must send a completed Technology Submission 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 GlobalPlatform Members, regardless of their Member 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: Submission of Technology Form

(Required for all IPR Submissions)

GLOBALPLATFORM, INC.

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:

REQUEST FOR
PROPOSAL TO WHICH
THIS SUBMISSION
RELATES (THE
"RFP"):

- 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 and the following representations and warranties.
 2. The Member has reviewed the current Intellectual Property Policies and Process and Procedures Document of GlobalPlatform, Inc. (together, the "IPR Documents", copies of which were attached were distributed to each Enrolled Member) and agrees that it will fully comply with the IPR Documents.
 3. The Member hereby irrevocably agrees that if the Specification is finally approved by GlobalPlatform, Inc., that it will not assert, or will license, all patent claim(s) and other IPR which are owned by it (or its subsidiaries) and which would be necessarily infringed by an implementation of the Specification or amendment in this submission. 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 amendment.
 4. The Member hereby agrees that GlobalPlatform, Inc. 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 GlobalPlatform will own the copyright in the resulting specification or amendment 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 on 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 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 INCORPORATING THIS 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 _____, 200_.

[Name of Member]

By: _____
[Signature of Representative]

Exhibit A to the Submission of Technology Form

Submission

Exhibit B to the 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 Document).

NAME OF 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 Policies and Process and Procedures Document of GlobalPlatform, Inc. (together, the "IPR Documents", copies of which were attached were distributed to each Enrolled Member) and agrees that it will fully comply with the IPR Documents.
 3. The Member hereby irrevocably agrees that if the Specification is finally approved by GlobalPlatform, Inc., that it will do one of the following (please check one blank):
 - (a) _____ the Member will not assert, or will license, all patent claim(s) and other IPR which are owned by it or its subsidiaries and which would be necessarily infringed by the Specification or amendment in question. 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 amendment;
 - (b) _____ the Member agrees to the same terms as provided for above, but reserves the right to require payment of a reasonable royalty or other fee. I hereby also state one of the following:
 - (i) _____ identified on Exhibit A are the patent claim(s) and/or other IPR which are owned by the Member or 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 process documents, 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 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:
 - (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 on 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 will not be relying on such representation or otherwise holding the Member responsible for its accuracy.

This submission has been made on _____, 200_.

[Name of Submitter]

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 Document).

NAME OF 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 Policies and Process and Procedures Document of GlobalPlatform, Inc. (together, the "IPR Documents", copies of which were attached were distributed to each Enrolled Member) and agrees that it will fully comply with the IPR Documents.
 3. The Member hereby irrevocably agrees that if the Specification is finally approved by GlobalPlatform, Inc., that it will do one of the following (please check one blank):
 - (a) _____ the Member will not assert, or will license, all patent claim(s) and other IPR which are owned by it (or its subsidiaries) and which would be necessarily infringed by implementation of the Specification or amendment in question. 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 amendment;
 - (b) _____ the Member agrees to the same terms as provided for above, but reserves the right to require payment of a reasonable royalty or other fee. I hereby also state one of the following:
 - (i) _____ identified on Exhibit A are the patent claim(s) and/or other IPR which are owned by the Member (or 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, 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 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:

(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 on 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 will not be relying on such representation or otherwise holding the Member responsible for its accuracy.

This submission has been made on _____, 200_.

[Name of Submitter]

By: _____
[Signature of Representative]

Exhibit A to the Participant Response Form

Disclosed IPR

Exhibit B to the Participant Response Form

Disclosed Third Party IPR