

IP Policy Summary

August 28th, 2006

Silicon Integration Initiative, Inc.

(IP Policy v2.0 Final / slides Rev E)



About This Summary

- This summary is not a substitute for the full legal text
 - IP Policy is embedded within project membership documents
- Scope of IP policy includes
 - Specifications and object code
 - Copyrights on contributions
 - Grants project members non-exclusive copyright licenses
 - No grant of rights to redistribute or sublicense source code
 - Requires separate agreement, if applicable
 - Patents
 - Makes patent disclosures, licensing terms *early* and *explicit*
 - Patent disclosures are not public until specification is public
 - Does not force surrender, or licensing of, patents
 - Note: nothing can eliminate all (non-member) patent risks
- Si2 is available to answer specific questions

Background

- More explicit processes now being required by more companies to manage IP risk with consortia participation
 - Generally motivated by recent Rambus, SCO lawsuits
- Goals:
 - (a) Protects against unintentional IP loss of member's patent portfolio
 - (b) Minimizes late licensing surprises to industry in accepted standards
- Developed using currently accepted best practices
 - Si2 worked with multiple corporate legal groups (including owner of world's largest patent portfolio) to develop this policy
 - Structure, process, and terms provided by leading semiconductor and OEM companies
 - Tighter scoping and preemptive exclusion option added by leading EDA companies

Key Terms and Definitions

- Necessary Patent Claims (NPC)
 - Claims of a pending or issued patent, which would be infringed by a commercially reasonable implementation of the standard
- Conformance Implementation
 - Generally a commercially reasonable implementation that conforms to the standard within its intended scope
- RAND
 - “Reasonable and Non-Discriminatory” (royalty-free, or royalty-bearing)
 - *Note: Goal of early disclosure is to provide the opportunity for Si2 coalitions to design specifications with best possible knowledge of the patent landscape*
- RAND License Certificate
 - Assurance of willingness to grant a license under RAND terms for identified patents that would necessarily be infringed by conformance implementation
 - A RAND license may be conditional upon licensee granting reciprocal licenses on RAND terms, providing additional patent protection

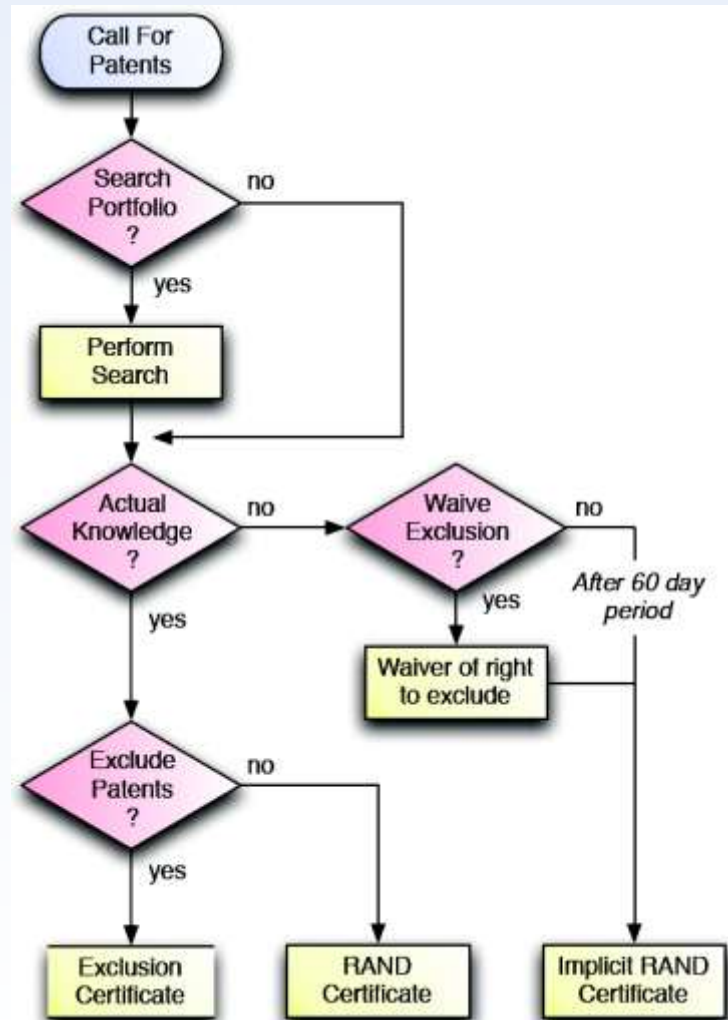
Key Terms and Definitions (2)

- (Pre-emptive) Exclusion Certificate
 - Notification of unwillingness to grant a RAND license for identified patents; provides an option for advance notification prior to the Call For Patents
 - A member may not issue an exclusion certificate for NPCs covering its own contributions
- Call For Patents (CFP)
 - Initiation of 60-day period prior to balloting a draft spec where members identify any NPCs they own or control, and issue RAND license or Exclusion certificates
- Adopter Agreement
 - Allows a non-project member to access and adopt the IP under similar terms as the IP Policy

IP Policy Process

- Process Steps
 - 1) Member may elect to file a “pre-emptive exclusion” for specific NPCs to be excluded, in advance of any specification development
 - 2) Working group defines a draft specification
 - May include known IP contribution(s), unintentional IP, or none at all
 - 3) Si2 issues “Call for Patents” (CFP) 60 days prior to balloting
 - Automated email notification system informs all desired recipients
 - 4) Each Member responds to CFP request:
 - Member submits a RAND license certificate for patent, or
 - Member submits an Exclusion certificate for patent, or
 - No action = implicit RAND license (should any NPC later be found)
 - 5) Balloting proceeds, with any certificates attached to ballot spec
 - Members may elect to re-draft, based upon received certificates
 - 6) If spec is not approved, spec is re-drafted (repeat #2 - #5)
 - 7) Adopter agreement extends licensing to non-members who adopt

IP Policy Flow Diagram



Details

- IP Contributions
 - Patent disclosures not made public until specification made public
 - Exclusions are not allowed with respect to member's contributions
 - IP used within an approved standard is made available to non-members under substantially similar terms as members by utilizing an "Adopter Agreement"
 - Contributions of supplementary content not included in the Specification (i.e. Glossary definitions) are non-implementable, and thus do not qualify as a NPC
 - Si2 offers a one-page template for IP contributions
- Call For Patents (CFP)
 - Representatives with actual personal knowledge of NPCs must respond
 - RAND licensing obligation applies regardless of personal knowledge, unless excluded
 - No patent portfolio search is required / expected to comply
 - No requirement to disclose known patents owned by 3rd parties
 - Si2 manages the process steps, and offers templates for certificates
 - periodic status notices automatically sent to any desired recipient list

Details (2)

- Adopter Agreements
 - Adopter agreements extend (Reciprocal) RAND licensing terms of members to non-members for approved standards, software, etc.
 - Project members approve Adopter Agreements for Si2 to use
- Patent Disclosures
 - Members NOT liable for identifying patent rights, validity, or scope
 - RAND licensing obligation is the only consequence
 - Disclosure obligation ends once spec is either approved or dropped
- Approved Standards
 - Si2 standards are always made available to non-members without any requirement to sign an Adopter Agreement (see above)
 - RAND licensing agreements with parties owning or controlling relevant IP are at the discretion of the adopter, not determined by Si2
 - Supporting IP (e.g. software) may also be distributed, consistent with terms of the original IP contribution

Protecting Proprietary IP

- Q1: How Do I protect my proprietary IP?
 - A: Excluded patents may be filed using an Exclusion certificate while each spec is under the 60-day exclusionary period
 - A: Excluded patents may also be identified *in advance* with a “pre-emptive exclusion”
- Q2: Must I Contribute IP to the project?
 - A: No – IP contributions are always the free-will choice of each Member company
 - But, contributor of IP must make RAND licenses available with respect to contributions made
 - Si2 maintains established written procedures for IP contributions
- Q3: Do contributed glossary definitions need to go through the 60-day review period?
 - A: No. Contributions of supplementary content (such as glossary definitions) are non-implementable, and thus do not qualify as a NPC

Conclusions

- Provides protection for members *and* for industry
- Developed using currently accepted best practices
 - Accepted by dozens of leading semiconductor and EDA companies
- Disclosures and licensing are made *early* and *explicit*
 - Protect against unintentional IP leakage
 - Avoid (late) licensing surprises in accepted standards
- Scalable to any complexity or type of IP (spec, software, ...)
 - IP safety increases as universe of Members + Adopters grows
 - Reciprocal RAND licensing can further aid safe standards adoption