

LICENSE ASSURANCE / DISCLOSURE FORM

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Organization / Company: _____

Authorized Representative:

Name: _____

Title: _____

RETURN INFORMATION:

To be completed, signed, and returned via mail, e-mail (.pdf), or facsimile to

Stan Moyer, Executive Director
SD Card Association
2603 Camino Ramon, Suite 200
San Ramon, CA 94583
Fax: (925) 275-6691
e-mail: helpdesk@sdcards.org

Note: Capitalized Terms used in this Form shall have the meanings set forth in the SD Card Association Intellectual Property Policy ("IP Policy") unless otherwise defined herein.

PART 1: TO BE COMPLETED BY THOSE MAKING A CONTRIBUTION AS DEFINED BY SECTION 5 OF THE IP POLICY

- ☐ Member is providing Submitted Materials in conjunction with its Contribution and hereby grants the SDA a non-exclusive, perpetual, irrevocable, sub-licensable (through multiple tiers), royalty free, worldwide license to the SDA to use, reproduce, modify, prepare derivative works of, distribute, publicly display and/or perform the Submitted Material and/or any derivative thereof. Member (on behalf of itself and any employees, contractors, consultants or agents involved in the creation of such Submitted Material) hereby waives and agrees not to assert any and all moral rights, including, without limitation, any right to identification of authorship or limitation on subsequent modification in such Submitted Material. Member also represents and warrants that to its knowledge (a) no information in such Submitted Material is confidential (except as such material may be incorporated in the Specifications as set forth in Section 6 of this IP Policy) and that the SDA may freely disclose such information, (b) there are no limits to the Member's ability to make the grants, acknowledgements and agreements herein, and (c) the Member has not included in the materials any information which is defamatory, untrue or which is illegal under the laws of the jurisdiction in which the Member has its principal place of business.
- ☐ Member has patent claims which read on the Contribution and/or the practice thereof such that Member believes that if such Contribution were to become part of an Adopted Specification such claims may be Essential Patent Claims. **[Note: if checked, Contributor should complete Part 2; provided that, in the case of a Relevant Specification as defined by and in accordance with Section 5 of the IP Policy, such Contributor shall not be allowed to withdraw from the commitment to license Essential Patent Claim(s) that implement such Contribution, alone or by combination of the Contribution with such Relevant Specification, in a non-discriminatory fashion, and on reasonable terms]**

PART 2: TO BE COMPLETED BY THOSE MAKING A DISCLOSURE OF ESSENTIAL PATENT CLAIMS EITHER (A) AT THE TIME OF MAKING A CONTRIBUTION, (B) DURING THE NOTICE PERIOD AS DEFINED BY SECTION 5 OF THE IP POLICY; AND/OR (C) SUBSEQUENT TO THE NOTICE PERIOD WHEN A LICENSEE FIRST BECOMES AWARE OF SUCH ESSENTIAL PATENT CLAIMS

A. PATENT HOLDER AND CONTACT FOR LICENSE DISCUSSIONS:

Name of Patent Holder: _____
Contact Name & Department: _____
Address: _____
Telephone: _____ FAX: _____ E-mail: _____

B. IDENTIFICATION OF PROPOSED AND/OR ADOPTED SDA SPECIFICATION:

Part and Version Number: _____
Title/Description of Specification: _____

C. PATENT HOLDER'S STATEMENT REGARDING LICENSING OF ESSENTIAL PATENT CLAIMS

In accordance with Section 5 of the IP Policy, the Patent Holder hereby declares that its licensing position with respect to any patent claims, existing and pending, which are required to implement the Adopted Specifications, or the Proposed Specifications, if Adopted (**check one box only**):

- ☐ 1. The Patent Holder agrees to license its Essential Patent Claims in a non-discriminatory fashion for use in such implementation, on such terms as are attached hereto, to all Licensees of the Specification as adopted by the SDA.
- ☐ 2. The Patent Holder agrees to license its Essential Patent Claims in a non-discriminatory fashion for use in such implementation, upon reasonable terms and conditions as provided in Section 2 of the IP Policy, with or without charge, to all Licensees of the Specification as adopted by the SDA; or
- ☐ 3. The Patent Holder does not agree to license in connection with any or all of the implementations described in the Specification, in which case the SDA may not include such Patent Holder's proprietary technology in the Specifications.

[Note: pursuant to Section 5 of the IP Policy, Registered Participants, Unregistered Participants (except in the case of Early Notification and Withdrawal), and those parties disclosing after the conclusion of the Notice Period must agree to license in a non-discriminatory fashion, and on reasonable terms, to all other Licensees, such participant's/parties' Essential Patent Claims.]

D. IDENTIFICATION OF ESSENTIAL PATENT CLAIMS

Patent Holder hereby discloses the following Essential Patent Claims which the Patent Holder believes are required to implement the Specifications identified in Section B above: **[Note: nothing herein shall give rise to an obligation to conduct a patent search.]**

Patent Information Required			
[Note: In the case of unpublished Essential Patent Claims: (i) if item C.2. is checked, merely indicate the existence of the application until publication, or (ii) if item C.3. is checked, identify the portions of the Proposed Specification on which the Essential Patent Claim reads. In either case, a follow up completed disclosure schedule is required upon publication.]			
No.	Application and or Registration Number / Country / Filing and or Issuance Date	Title / Inventor	Status [issued / published pending / unpublished pending]
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E. IRREVOCABILITY / TRANSFER OBLIGATIONS

This License Assurance and Disclosure Form is irrevocable. If a subsequent License Assurance and Disclosure Form covering previously disclosed information is submitted, the subsequent License Assurance and Disclosure Form may only supersede the prior License Assurance and Disclosure Form if the subsequent License Assurance and Disclosure Form is less restrictive on prospective Licensees than the former License Assurance and Disclosure Form. The License Assurance and Disclosure Form will apply to the Specification and any revisions to that Specification.

This License Assurance and Disclosure Form and licensing obligations reflected hereunder is intended to be binding upon any and all successors-in-interest and transferees of any Essential Patent Claim(s) covered by such License Assurance and Disclosure Form. Member agrees (a) to provide notice of and bind such successors-in-interest and transferees in writing to the terms of this License Assurance and Disclosure Form; and (b) to require its successors-in-interest and transferees to (i) agree to similarly provide such notice and bind its successors-in-interest and transferees; and (ii) to impose obligations on downstream successors-in-interest and transferees as described in (a) and (b).

IN WITNESS HEREOF, executed by the party's authorized representative as of the date set forth below and irrevocable upon acceptance by the SDA Board.

Signature: _____

Date: _____

Print Name: _____

Organization/Company: _____

Title/Position: _____