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License Assurance/Disclosure Form

PART 1

Date: _____

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PART 2

Identify the relevant JEDEC Standard(s):

PART 3

For Issued Patents:

Patent No.: _____

Patent Name or Title: _____

Country of Issuance: _____

For Published Patent Applications:

Published Patent Application No.: _____

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For Unpublished Patent Applications:

Subject Matter of Patent Application:

(See JM21, 8.2.3 and 8.2.5 of the JEDEC Patent Policy for additional details.)

License Assurance/Disclosure Form

You must complete Part 4 if the entity holds a Patent or has applied for a Patent on an invention the use of which is or may be required to comply with a Standard that may result from the JEDEC Standard Activity.

PART 4

For any Essential Patent Claims held or controlled by the entity, pending or anticipated to be filed, the entity states:

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Such assurance shall indicate that the patent holder (or third party authorized to make assurances on its behalf) will include in any documents transferring ownership of patents subject to the assurance, provisions sufficient to ensure (i) that the commitments in the assurance are binding on the transferee¹, and (ii) that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding each successor-in-interest.

The assurance shall also indicate that it is intended to be binding on successors-in-interest regardless of whether such provisions are included in the relevant transfer documents.

PART 5

For any disclosed Patent or Patent Application that contains Essential Patent Claims which, if licensed, would require a payment of royalties or other material consideration to an unaffiliated third party, provide the following information:

Name of Third Party: _____

Address: _____

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Phone: _____ E-Mail: _____

AGREED, ON BEHALF OF THE ENTITY:

(Signature) (Date)

(Name printed)

NOTE The committee or task group has the right to request additional technical information relating to the Patent or Patent Application in order to consider workarounds and other technical alternatives.

¹ Committee Members and Representatives may comply with (i) and (ii) by notifying the transferee in writing that the RAND licensing obligations under Section 8.2.4 of the JEDEC Patent Policy are binding on the Committee Member or Representative, the transferee and subsequent transferees or a general statement in the transfer or assignment agreement that the Patent Claim(s) being transferred or assigned are subject to any encumbrances, e.g., a RAND licensing obligation, that may exist as of the effective date of such agreement.