

RF Energy Alliance, Inc.

INTELLECTUAL PROPERTY RIGHTS POLICY

As approved on September 7, 2015

1. IPR Generally

1.1 Purpose

RF Energy Alliance, Inc. (the "Alliance") has adopted this Intellectual Property Rights Policy (the "Policy") and related rules of procedure (the "Rules of Procedure") in order to minimize the possibility of inadvertent infringement of the IPR of Members and third parties using or implementing any Alliance Standards.

1.2 Applicability

All Members, all Member Representatives, and all third parties attending any technical process meeting are subject to this Policy and the Rules of Procedure.

2. Definitions

<u>Term</u>	<u>Definition</u>
Defensive Revocation	A term in a License entitling the licensor to revoke the License if the licensee asserts a Necessary Claim under the same Work Product Owned by it against any User (including the Licensor), where infringement of such Necessary Claim results solely from the implementation of the Work Product.
Draft Standard	A technical Standard or other material that is produced by a Project that could, if used or implemented as intended, infringe a claim(s) under an issued patent or a patent application anywhere in the world.
Implementers	Those Members and non-Members who desire to use or implement a Standard.
IPR	An abbreviation of "Intellectual Property Rights". As used in this Policy, IPR means claims in patents and patent applications and copyrights, but excludes trademarks and trade secrets, which are not included in a Participant and Member's licensing obligations.
License	Either (a) an agreement to license Necessary Claim(s) to any Implementer, on a perpetual, non-exclusive and worldwide basis, with such license permitting the licensee to make, have made, use, reproduce, market, import, offer to sell and sell, and to otherwise distribute products that implement such Necessary Claim(s), or (b) a binding, perpetual, irrevocable commitment not to assert Necessary Claim(s) against any Implementer of the Standard to which such commitment relates. For the avoidance of doubt, a term providing for a right of Defensive Revocation or a requirement of Reciprocity is considered to be a

	RAND term.
Member	An Alliance member of any class
Necessarily Infringed	Unavoidable infringement by an implementation of a Required Element of a Standard, there being no reasonable alternative way to implement that element of the Standard without resulting in such infringement.
Necessary Claims	Those claims under patents and/or patent applications anywhere in the world that would be Necessarily Infringed by the implementation of the Required Elements of a Standard. Necessary Claims do not include claims covering reference implementations or implementation examples.
Non-discriminatory	Available to an Implementer under terms that are substantially identical to the terms made available to other Implementers of the same Standard under similar circumstances.
Owned	With respect to any Necessary Claim(s), the word "Owned" includes any Necessary Claim(s) that are owned and licenseable, or controlled and sublicenseable (without any payment obligation to a third party), even if not registered in the name of the Member.
Other Work Product	Any Project deliverable that is not a Draft Standard or Standard. Unless the context otherwise requires, any reference to the adoption of Other Work Product shall also be deemed to apply to the adoption of an amendment to that Other Work Product as well.
Participant	Any Member that enrolls to take part in a Project that has not withdrawn from such Project within the later of 90 days of its enrollment, or 90 days of the approval of the charter for such Project.
Project	A formally chartered Alliance technical process that is intended to produce a Standard or Other Work Product.
RAND	Reasonable and Non-discriminatory
Reasonable	License terms relating to Necessary Claims that are not more onerous (including as to price) than could be obtained by the Owner of such claims in the open market absent their inclusion in a Standard.
Reciprocity	A licensee term requiring the licensee to provide a License back to the licensor with respect to any Necessary Claim(s) Owned by the licensee under the same Standard.
Related Party	Any entity that is directly or indirectly controlled by under common control with, or that controls] the subject party. For this purpose, "control" means beneficial ownership or the right to exercise more than 50% of the voting power for the entity. Any Member or potential Member that finds it impossible to secure the agreement of its ultimate parent company to be bound by this Policy, or otherwise believes that the application of this definition to its Related Parties would result in unfairness, as applied in its unique circumstances, may apply for a limited and fact-specific exemption on such form as the Alliance may from time to time make available for that purpose.
Representative	Any individual that acts on behalf of a Member in connection

	with a Project, or in the completion of any form to be delivered to the Alliance pursuant to the Policy or the Rules of Procedure.
Required Element	Any element of a Draft Standard or Standard that has not been identified as "Optional." For the avoidance of doubt, when a Draft Standard or Standard requires an Implementer to implement one of two or more alternative elements, then all such elements shall be deemed to be "Required Elements."
Standard	A Draft Standard that has been formally adopted by the Alliance. Unless the context otherwise requires, any reference to the adoption of a Standard shall also be deemed to apply to the adoption of an amendment to a Standard as well.
Submission	An affirmative and knowing contribution of IPR with the intention that such IPR be considered for inclusion in a Standard or Other Work Product that is accompanied by a Submission Form in the form attached to the IPR Policy as <u>Appendix A</u> . A Submission, in written or electronic form, may occur: as a result of an unsolicited offer to the Alliance of existing technology by a Member or third party; in response to a general Alliance request for proposals; or from a Participant at any time during a Project meeting, where such contribution has been recorded in the minutes of such meeting, and where the maker of the contribution has not objected to such text after the minutes have been posted for review by all Project Participants.
Submitter	Both a Member as well as any representative(s) of a Member, and any other person or entity making a Submission.
Technical Committee	At any relevant time, the most senior technical committee involved in the technical process.

3. Patents

3.1 Elections by Submitters at Time of Submission

(a) Any Submitter making a Submission must elect one of the following on behalf of it and all of its Related Parties at the time of making a Submission:

- i. Royalty Free RAND License. Agree that if the Draft Standard in connection with which the Submission is made is finally approved by the Alliance, the Submitter and each of its Related Parties will provide a License to all Necessary Claims Owned by it or any of its Related Parties and included in its Submission that become Necessary Claim(s), without compensation and otherwise on a RAND basis, to all Implementers; or
- ii. RAND License with Royalty. Agree to the same terms, but reserving the right to charge a royalty or other compensation on RAND terms.

(b) Such election shall be made pursuant to a written declaration in the form of Appendix A to this Policy.

3.2 Participant Elections at Time of Final Committee Vote

(a) Every Participant must, at the time that a Draft Standard is posted for final Participant comments, elect one of the following:

- i. Royalty Free RAND License. Agree that if the Draft Standard is finally approved by the Alliance, the Participant and each of its Related Parties will provide a License to all Necessary Claim(s) Owned by it, without compensation and otherwise on a RAND basis, to all Implementers; or
- ii. RAND License with Royalty. Agree to the same terms, but reserving the right to charge a royalty or other fee on RAND terms; or
- iii. Withholding of License as to Identified Necessary Claims. Identify those Necessary Claims owned by it and/or its Related Parties under the Draft Standard, in its then-current form, and the portion of the Draft Standard that would result in such infringement, and indicate that no guarantee of License rights is being made (or that such rights will in fact be denied in some or all cases) as to such Necessary Claims by it and its Related Parties. In the case of Necessary Claims under non-public patent applications, the disclosure of such claims need not be in such detail as would disclose any trade secrets.

Note: A Member may elect different options above with respect to different Necessary Claims, but its elections, taken together, must apply to all Necessary Claims Owned by it and its Related Parties.

Provided, however, that an election form returned pursuant to this Section 3.2 by a Participant that was a Submitter shall only apply to those portions of a Draft Standard that do not derive from such Participant's Submission, and the Submitter's original undertakings under Section 3.1 above shall continue to be binding as to the balance of the Draft Standard.

(b) No elections under this Section 3.2 may be required to be made in less than 60 days from the date that a Draft Standard has been posted as a Public Draft, and electronic notification of such posting has been sent to each Participant. All elections by Participants shall be made pursuant to a written election in the form of **Appendix B** to this Policy.

3.3 Patent Calls

At the beginning of every in-person meeting and teleconference that occurs as a part of the technical process, and at any other appropriate time in the course of electronic collaboration as may be provided for under the Rules of Procedure, the following patent call shall be read:

Please be aware that this meeting is being held under the Intellectual Property Rights Policy adopted by the Alliance. If you do not have a copy of this policy, please see me during this meeting. You may also view and download a copy of that policy at the members section of the Alliance website (<https://members.rfenergy.org/wg/members/document/7>)

At this time, I would ask that anyone in attendance inform me if they are personally aware of any claims under any patent applications or issued patents that would be likely to be infringed by an implementation of the Standard or Other Work Product which is the subject of this meeting. You need not be the inventor under such patent or patent application in order to inform us of its existence, nor will you be held responsible for expressing a belief that turns out to be inaccurate.

3.4 Consequences of Certain Actions or Inactions

(a) In the event that:

- (i) any Representative knowingly and willfully fails to respond to a patent call with respect to all Necessary Claims that are personally known to such Representative and are Owned by such Representative or his/her employer; or
- (ii) a Participant fails to timely return a signed and completed election form as required by Section 3.2(b) above; or
- (iii) a Participant (x) does return a signed and completed election form, but later asserts a Necessary Claim(s) against an Implementer of the Standard in question, and (y) it can be shown that such Member knowingly and willfully withheld disclosure of such Necessary Claim(s) at the time of returning such election form;

then such Participant (or the Member represented by the Representative referred to in i. above, as the case may be), shall be deemed to have elected to License all of its Necessary Claims under the Standard in question, with the terms to be as set forth in Section 3.2(a)i or ii above. In the event that such Participant Member shall later bring an infringement action against any Implementer with respect to such a Necessary Claim(s), the Alliance shall have no obligation to intervene, but such Implementer shall be entitled to claim protection, and to assert a complete defense against such action, under this Section 3.4 as a third party beneficiary.

3.5 Ownership of Project Work Product

As regards any portion of a Draft Standard that is collaboratively created in a Project (i.e., a portion that was not a formal Submission), the following rules shall apply:

(a) Each Member that was a Participant in a Project agrees that if: (i) the Draft Standard of that Project is finally approved by the Alliance, (ii) any Representative of such a Participant in such Project is named as an inventor in any patent anywhere in the world, where such patent contains a Necessary Claim(s) under such finally adopted Standard and that claim was discovered as a result of such collaboration; then such Participant will not assert such Necessary Claim(s) anywhere in the world against any Implementer with respect to its implementing of such Standard.

(b) In the event that any such inventor or Participant shall breach the foregoing obligation, the Alliance shall have no obligation to intervene, but such Implementer shall be entitled to claim protection, and assert a complete defense against such action, under this Section 3.5 as a third party beneficiary.

3.6 Patent Searches

In no event shall the Alliance, Representative, Participant or non-Participant Member be obligated to conduct any patent searches regarding any Necessary Claims that may be infringed by any implementation of a Draft Standard or Standard.

3.7 Confidential and Proprietary Information

For the avoidance of doubt, the disclosure obligations set forth in this Section 3 shall not require a Member to violate the terms of any written non-disclosure agreement with a third party that is not (i) a Related Party of such Member, or (ii) controlled by, or under common control with, a Related Party of such Member, provided that (a) such agreement has not been entered into with the purpose, in whole or in part, of avoiding disclosure under this IPR Policy, and (b) the Member makes such disclosure as it is able to make without violating such agreement, and at minimum discloses (x) the fact that it has knowledge of a patent claim that it would otherwise be obligated to disclose, and (y) the portion of the Draft Standard that would result in infringement of such patent claim.

3.8 Transfers of Necessary Claims

(a) Each Member and Participant agrees that it will not transfer, and has not transferred, Ownership in patents or patent applications having Necessary Claims solely for the purpose of circumventing such Member or Participant's obligations under this IPR Policy.

(b) No party bound by this Policy shall transfer Ownership in any patent or patent application having Necessary Claims, except to a successor that agrees in writing to (i) be bound by all commitments previously made by the direct or indirect transferor(s) under this Policy with respect to such patent or patent application, and (ii) include the obligations set forth in this Section 3.8 in any document of transfer relating to such patent or application in the event that it later transfers the same.

3.9 Patent Claims Revealed After Publication

In the event that a Necessary Claim is first revealed by a Member or third party Owner of such claim following adoption and publication of a Standard (other than a Necessary Claim subject to consequences under Section 3.4 above), such holder will be asked to License the Necessary Claim in the manner outlined in Section 3.1 above. If such request is refused, the Standard in question shall be referred back to the Technical Committee for consideration and possible action.

3.10 Document Notations

All electronic and tangible copies of Draft Standards that are subject to public comment, and all Standards, shall include the relevant legend specified on **Appendix C**.

4. Copyrights

4.1 Copyright in Standards

The copyright for all Draft Standards, Standards and Other Work Product shall belong to the Alliance.

4.2 Contributions of Copyrighted Materials

Each Submitter who contributes copyrighted materials to the Alliance shall retain copyright ownership of its original work, while at the same time granting the Alliance a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license under the Submitter's copyrights in its Submission to reproduce, distribute, publish, display, perform, and create derivative works of the Submission based on that original work for the purpose of developing a Draft Standard, Standard or Other Work Product under the Alliance's own copyright.

5. Trade Secrets

Participants and other Members will not be expected to reveal trade secret information in the course of participation in any Alliance activity, nor will they be asked by the Alliance to sign non-disclosure agreements. The Alliance will not be held responsible for the disclosure of any Member's or non-Member's trade secrets, regardless of the circumstances.

6. Trademarks

6.1 Alliance Trademarks

Trademarks created by the Alliance, registered or otherwise, are the property of the Alliance. Use of Alliance trademarks shall be governed by such policies, procedures and guidelines as may be established and approved by the Alliance from time to time, and applicable law.

6.2 Non-Alliance Trademarks

The Alliance's use of third-party trademarks, registered or otherwise, shall be governed by such policies, procedures and guidelines as may be established and approved by the owners of such trademarks, and applicable law.

7. Irrevocability and Binding Nature of Commitments

All commitments made under this policy shall be irrevocable, except that the Owner of a Necessary Claim may include a "reciprocity" or "defensive suspension" term in a license to its Necessary Claims. For purposes of this policy, (a) reciprocity shall mean that the licensor may require a licensee to provide a RAND license back with respect to any Necessary Claim(s) Owned by it under the same Standard, and (b) defensive

suspension shall mean that the licensor may revoke a license granted to an Implementer if that Implementer asserts a Necessary Claim (other than under RAND license terms) against the licensor, or against any other Implementer of the same Standard. For the avoidance of doubt, all rights of a Member under this Policy shall survive any termination of the membership of such Member.

8. Survival of Obligations

(a) Any License obligations and other obligations that a Member incurs under this Policy shall continue in force after the Member ceases to be a Member for any reason. However, no Member shall become subject to any new License obligations or other Obligations under this Policy after it ceases to be a Member.

(b) The Alliance shall have the right to assign all of its rights under this Policy, and the right to enforce all obligations incurred by Members and Participants under this Policy, to any successor to the mission of The Alliance.

(c) All persons and entities that are intended third party beneficiaries of rights and obligations incurred under this Policy shall remain entitled to enforce the same, notwithstanding any termination, dissolution or winding up of The Alliance.

Appendix A

RF Energy Alliance, Inc.

SUBMISSION OF TECHNOLOGY FORM

NOTE: All blanks must be completed in order for this Submission to be given consideration. This submission is subject to the Intellectual Property Rights Policy (the "IPR Policy") of RF Energy Alliance, Inc. (the "Alliance"), and related rules of procedure (collectively, both such documents are referred to below as the "Policies and Procedures"). **All capitalized terms used in this form are intended to have the meanings given to them in the IPR Policy.**

Name of Submitter:	
Name of Representative Completing this Form on Behalf of Submitter:	
Mailing Address of Representative:	
Email Address of Representative:	
Draft Standard and RFP (if any) to which this Submission relates:	

A. The Representative hereby represents the following on behalf of him/herself and the Submitter, as the context requires:

1. The Representative is authorized to make the Submission attached as **Exhibit A** on behalf of the Submitter, and to make the following representations and warranties.
2. The Submitter has reviewed the Policies and Procedures and agrees that its Submission is being made in full compliance with the same.
3. The Submitter hereby irrevocably agrees to the following (*A Submitter must elect at least one of the following*):

_____ Royalty Free RAND License. If the Draft Standard is finally approved by The Alliance, the Submitter and each of its Related Parties will provide a License to all Necessary Claims Owned by it or any of its Related Parties and included in its Submission that become Necessary Claim(s), without compensation and otherwise on a RAND basis, to all Implementers; or

_____ RAND License with Royalty. Agrees to the same terms, but reserves the right to charge a royalty or other compensation on RAND terms.

4. The Submitter hereby agrees that the Alliance may copy, distribute and otherwise make available this Submission for the purpose of evaluation, and that in the event that the Submission is accepted, in whole or in part, that the Alliance will own the copyright in the resulting Standard and all rights therein, including the rights of distribution. This agreement shall not in any way deprive the Submitter of any patent claims or other IPR relating to the technology to which its Submission relates.

5. The Submitter is not aware of any Necessary Claim(s) of any third party that might be infringed by the implementation of the Standard referenced above as a result of the incorporation of the Submission therein, whether in whole or in part. If the Submitter is aware of any such potential infringement, then the Submitter has described such Necessary Claim(s) on **Exhibit B**, together with any supporting documentation that may be readily available to the Submitter.

B. The Alliance, in accepting this Submission, acknowledges the following:

1. The representation required in paragraph A.5 above is being solicited purely for informational purposes, and the Alliance will not be relying on such representation or otherwise holding the Representative or Submitter responsible for its completeness or accuracy.

2. 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 STANDARD INCORPORATING THIS SUBMISSION IN WHOLE OR IN PART SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND THE SUBMITTER 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 _____, 201_.

Name of Submitter

By: _____
Signature of Representative

Name: _____

Exhibit A

SUBMISSION

Insert description of Submission in such detail as may from time to time be required under the Policies and Procedures

Exhibit B

SUBMITTER NECESSARY CLAIMS

List here all Necessary Claim(s) Owned by you

Jurisdiction and Patent Number	Necessary Claim(s)	Affected Portion of Contribution or Standard

THIRD PARTY IPR

List here all Necessary Claim(s) Owned by third parties, to the extent of your knowledge.

Jurisdiction and Patent Number	Necessary Claim(s)	Affected Portion of Contribution or Standard

Appendix B

RF Energy Alliance, Inc.

INTELLECTUAL PROPERTY RIGHTS ELECTION FORM

NOTE: All blanks must be completed in order for this election form to be given consideration. This election form is subject to the Intellectual Property Rights Policy (the "IPR Policy") of RF Energy Alliance, Inc. (the "Alliance"), and related rules of procedure] of the Alliance (collectively, both such documents being referred to below as the "Policies and Procedures"). ***All capitalized terms used in this form are intended to have the meanings given to them in the IPR Policy.***

Name of Member:	
Name of Representative Completing this Form on Behalf of Member:	
Mailing Address of Representative:	
Email Address of Representative:	
Draft Standard to which this Election Form relates:	

A. The Representative hereby represents the following on behalf of him/herself and the Member, as the context requires:

1. The Representative is authorized to complete and submit this Election Form on behalf of the Member, and to make the following representations and warranties.
2. The Representative and the Member have each reviewed the Policies and Procedures, and agree that this Election Form is being completed and submitted in full compliance with the same.
3. The Member hereby irrevocably agrees to the following *(all Representatives must elect at least one of the following)*:

_____ Royalty Free RAND License. If the Draft Standard is finally approved by The Alliance, the Participant and each of its Related Parties will provide a License to all Necessary Claim(s) Owned by it, without compensation and otherwise on a RAND basis, to all Implementers; or

_____ RAND License with Royalty. Agrees to the same terms, but reserves the right to charge a royalty or other compensation on RAND terms; or

_____ Withholding of License as to Identified Necessary Claims. Asserts that no guarantee of License rights is made (or that such rights will in fact be denied in some or all cases) as to the Necessary Claims Owned by it and identified on **Exhibit A**.

Notes:

(a) A Member may elect different options above with respect to different Necessary Claims, but its elections, taken together, must apply to all Necessary Claims Owned by it and its Related Parties.

(b) In the case of Necessary Claims under non-public patent applications, the disclosure of such claims need not be in such detail as would disclose any trade secrets.

4. The Representative is not aware of any Necessary Claim(s) or other IPR of any third party that might be infringed by the implementation of the Draft Standard referenced above. If the Representative is aware of any such potential infringement, then the Representative has described such Necessary Claim(s) or other IPR on **Exhibit A**, together with any supporting documentation that may be readily available to the Representative.

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

This Election Form has been submitted on _____, 201_.

Name of Participant or
Non-Participant Member

By: _____
Signature of Representative

Name: _____

Exhibit A

WITHHELD IPR

List here all Necessary Claim(s) Owned by you for which Section 3.2(a)i. or ii. Licenses will not be supplied.

Jurisdiction and Patent Number	Necessary Claim(s)	Affected Portion of Standard

THIRD PARTY IPR

List here all Necessary Claim(s) Owned by third parties, to the extent of your knowledge.

Jurisdiction and Patent Number	Necessary Claim(s)	Effectuated Portion of Standard

Appendix C

DOCUMENT NOTATIONS

1. Notation when no Necessary Claims have been Identified

All Draft Standards that are subject to public comment and all Standards shall include the following introductory language:

"Recipients of this document are requested to submit, with their comments, notification of any relevant patent claims or other intellectual property rights of which they may be aware that might be infringed by any implementation of the Standard set forth in this document, and to provide supporting documentation."

All Standards shall additionally include the following introductory language:

"THIS STANDARD IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF THIS STANDARD SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND NEITHER THE ALLIANCE, 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 USE OF THIS STANDARD."

2. Notation when Necessary Claims or other IPR are Identified

(a) When Necessary Claims have been identified for Draft Standards, or thereafter with respect to already published Standards, where the owner of such Necessary Claim(s) is willing to provide a License agreement relating to such Necessary Claim(s), such Draft Standard or Standard shall include a notice substantially as follows in the introductory language:

"the Alliance draws attention to the fact that it is claimed that compliance with this Standard may involve the use of a patent ("IPR") concerning [section of Standard]. the Alliance takes no position concerning the evidence, validity or scope of this IPR.

"The holder of this IPR has assured the Alliance that it is willing to License all IPR it owns and any third party IPR it has the right to sublicense which might be infringed by any implementation of this Standard to the Alliance and those Licensees (Members and non-Members alike) desiring to implement this Standard. Information may be obtained from:

[Name of Holder of Right]
[Address]

"Attention is also drawn to the possibility that some of the elements of this Standard may be the subject of IPR other than those identified above. THE ALLIANCE shall not be responsible for identifying any or all such IPR.

"THIS STANDARD IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF THIS STANDARD SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND NEITHER THE ALLIANCE, 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 USE OF THIS STANDARD."

(b) In the event that the owner of any IPR has asserted that infringement would result from the implementation of a Draft Standard or Standard, and such owner has refused to grant a License under the terms of this Policy, 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 Alliance that it agree to make a License available for the purpose of implementing this Standard. Information may be obtained from:

[Name of Holder of Right]
[Address]"