

# ATSC

## Disclosure Statement and Licensing Declaration

*This declaration does not represent an implied license grant*

**Please return to:**

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**Discloser:**

**Name of Participant:** QUALCOMM Incorporated

**Contact Information for**

**Participant's Representative:** Thomas R. Rouse, VP, QTL Patent Counsel

**Name of Representative:** Thomas R. Rouse, VP, QTL Patent Counsel

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**Identification of ATSC Specification Document relevant to the Disclosure Statement:**

**Number:** ATSC S4-5-112r11 (Part 2)

**Title:** Extension Amendment No. 1 to A/153 Part 2

**Licensing Declaration**

If the Discloser is the holder of a patent and/or pending patent application that is the subject of **an Essential Claim, i.e., the use of which it believes would be required to implement the** identified ATSC Specification Document, the Discloser hereby declares, in accordance with the Statement on ATSC Patent Policy (see ATSC website), that (check one box only).

a. The Discloser agrees to make a license to the Essential Claim available without compensation upon request to all applicants for the purpose of implementing the Specification Document, which license may be conditioned upon license reciprocity with respect to the same Specification Document. Negotiations are left to the parties concerned and are performed outside of ATSC.

Mark here  if the Discloser's willingness to license is conditioned on reciprocity for the above ATSC Standard.

b. The Discloser agrees to make a license to the Essential Claim available upon request under reasonable and nondiscriminatory terms and conditions to all applicants for the purpose of implementing the Specification Document, which conditions may include license reciprocity with respect to the same Specification Document. Negotiations are left to the parties concerned and are performed outside of ATSC.

Mark here  if the Discloser's willingness to license is conditioned on reciprocity for the above ATSC Standard.

c. The Discloser will not make a license to the Essential Claim under reasonable and nondiscriminatory terms and conditions to applicants for the purpose of implementing the Specification Document.

**Without Compensation:** The phrase "without compensation" does not mean that the Discloser is waiving all of its rights with respect to each patent or patent application that is the subject matter of the Essential Claim. Rather, "without compensation" refers to the issue of monetary **compensation; i.e., that the Discloser will not seek any monetary compensation as part of the** licensing arrangement (whether such compensation is called a royalty, a one-time licensing fee, etc.). However, while the Discloser in this situation is committing to not charging any monetary amount, the Discloser is still entitled to require that the implementer of the ATSC Specification Document sign a license agreement that contains other reasonable terms and conditions such as **those relating to governing law, field of use, reciprocity, warranties, etc.**

**Reciprocity:** As used herein, the word "reciprocity" means that the Discloser shall only be required to license any prospective licensee under the stated terms (without compensation or under reasonable and nondiscriminatory terms and conditions) if such prospective licensee will commit to license its patent(s) or patent application(s) forming the subject matter of an Essential Claim under similar (without compensation or under reasonable and nondiscriminatory) terms and conditions.

In accordance with Sections 3 and 4 of the ATSC Patent Policy, if the Discloser has made a licensing declaration under paragraph (c) above, please provide the following information.

- an identification of each patent or patent application that is the subject matter of the Essential Claim;
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- an identification of specific section(s) or text of the Specification Document that are relevant to the Essential Claim; and
- an identification of each patent or patent application claim covering the Specification Document.

This information is informal in nature and does not constitute a legal opinion, but should be based on "good faith and belief" of the Discloser. Information provided in this section does not represent a formal "notice" that implementation of any resulting ATSC Standard or Recommended Practice would infringe any patent or patent application for the Essential Claim.

Completed By:

Name of Participant: QUALCOMM Incorporated

Name of Representative: Thomas R. Rouse

Title of Representative: VP, QTL Patent Counsel

Signature: 

Place, Date: San Diego, CA July 1, 2010

Disclosure of Patents \_\_\_\_\_

In accordance with Sections 3 and 4 of the ATSC Patent Policy, please identify each patent or patent application forming the subject matter of any Potential Claim of which any Representative of the Discloser who is active in an ATSC technology group or specialist group has actual personal knowledge. The Discloser, in good faith, believes that the Potential Claim may be relevant to the implementation of the Specification Document identified by this Disclosure Statement.

No.	Patent/Application No.	and Country	Patent/Application Holder	Status [granted/pending]
1	12/212,375	United States of America	QUALCOMM Incorporated	Pending
	Pending	Brazil	QUALCOMM Incorporated	Pending
	2696624	Canada	QUALCOMM Incorporated	Pending
	200880107745.0	China	QUALCOMM Incorporated	Pending
	08832368.8	European Patent	QUALCOMM Incorporated	Pending
	1209/CHENP/2010	India	QUALCOMM Incorporated	Pending
	Pending	Japan	QUALCOMM Incorporated	Pending
	10-2010-7008499	Korea Republic of (KR)	QUALCOMM Incorporated	Pending
	2010115331	Russian Federation	QUALCOMM Incorporated	Pending
	201001101-3	Singapore	QUALCOMM Incorporated	Pending
	097135806	Taiwan	QUALCOMM Incorporated	Pending
2	98127619	Taiwan	QUALCOMM Incorporated	Pending
	PCT/US2009/053963	Patent Cooperation Treaty	QUALCOMM Incorporated	Pending
3	7,085,248	United States of America	QUALCOMM Incorporated	Granted
	770997	Australia	QUALCOMM Incorporated	Granted
	EP1114526	Belgium	QUALCOMM Incorporated	Granted
	EP1114526	Switzerland	QUALCOMM Incorporated	Granted
	ZL00801320.9	China	QUALCOMM Incorporated	Granted
	200310116460.2	China	QUALCOMM Incorporated	Pending
	EP1114526	Germany (Federal Republic of)	QUALCOMM Incorporated	Granted
	EP1114526	European Patent	QUALCOMM Incorporated	Granted
	EP1114526	Spain	QUALCOMM Incorporated	Granted
	107675	Finland	QUALCOMM Incorporated	Granted
	EP1114526	France	QUALCOMM Incorporated	Granted
	EP1114526	United Kingdom	QUALCOMM Incorporated	Granted
	EP1114526	Italy	QUALCOMM Incorporated	Granted
	3845014	Japan	QUALCOMM Incorporated	Granted
	EP1114526	Netherlands	QUALCOMM Incorporated	Granted
20011094	Norway	QUALCOMM Incorporated	Pending	

	EP1114526	Sweden	QUALCOMM Incorporated	Granted
4	12/813,257	United States of America	QUALCOMM Incorporated	Pending