

ATSC

Disclosure Statement and Licensing Declaration

This declaration does not represent an implied license grant

Please return to:

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ATSC
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Discloser:

Name of Participant: QUALCOMM Incorporated

Contact Information for

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

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Identification of ATSC Specification Document relevant to the Disclosure Statement:

Number: S13-447

Title: ATSC Non-Real-Time Content Delivery

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 23, 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.	Country	Patent/Application Holder	Status [granted/pending]
1	2565792	Canada	QUALCOMM Incorporated	Application
	200580022307.0	China	QUALCOMM Incorporated	Application
	05743097.7	European Patent	QUALCOMM Incorporated	Application
	07112350.2	Hong Kong	QUALCOMM Incorporated	Application
	6852/DELNP/2006	India	QUALCOMM Incorporated	Application
	4505503	Japan	QUALCOMM Incorporated	Granted
	808032	Korea Republic of (KR)	QUALCOMM Incorporated	Granted
	PI20051965	Malaysia	QUALCOMM Incorporated	Application
	094114413	Taiwan	QUALCOMM Incorporated	Application
	100083	Thailand	QUALCOMM Incorporated	Application
	11/120,584	United States of America	QUALCOMM Incorporated	Application
2	PI060103933	Argentina	QUALCOMM Incorporated	Application
	PI0615569-3	Brazil	QUALCOMM Incorporated	Application
	2621680	Canada	QUALCOMM Incorporated	Application
	200680040410.2	China	QUALCOMM Incorporated	Application
	06803088.1	European Patent	QUALCOMM Incorporated	Application
	09110326.5	Hong Kong	QUALCOMM Incorporated	Application
	489/MUMNP/2008	India	QUALCOMM Incorporated	Application
	2008-530188	Japan	QUALCOMM Incorporated	Application
	10-2008-7008375	Korea Republic of (KR)	QUALCOMM Incorporated	Application
	2008113395	Russian Federation	QUALCOMM Incorporated	Application
	200801910-1	Singapore	QUALCOMM Incorporated	Application
	095133322	Taiwan	QUALCOMM Incorporated	Application
	0601004321	Thailand	QUALCOMM Incorporated	Application
	11/270,199	United States of America	QUALCOMM Incorporated	Application
3	PI0609753-7	Brazil	QUALCOMM Incorporated	Application
	2604001	Canada	QUALCOMM Incorporated	Application
	200680019636.4	China	QUALCOMM Incorporated	Application
	06740616.5	European Patent	QUALCOMM Incorporated	Application

	08110164.1	Hong Kong	QUALCOMM Incorporated	Application
	1708/MUMNP/2007	India	QUALCOMM Incorporated	Application
	2008-505518	Japan	QUALCOMM Incorporated	Application
	10-0958230	Korea Republic of (KR)	QUALCOMM Incorporated	Granted
	2378799	Russian Federation	QUALCOMM Incorporated	Granted
	136443	Singapore	QUALCOMM Incorporated	Granted
	200907066-5	Singapore	QUALCOMM Incorporated	Application
	095112570	Taiwan	QUALCOMM Incorporated	Application
	11/392,291	United States of America	QUALCOMM Incorporated	Application
4	PI0615809-9	Brazil	QUALCOMM Incorporated	Application
	2622144	Canada	QUALCOMM Incorporated	Application
	200680041815.8	China	QUALCOMM Incorporated	Application
	06803405.7	European Patent	QUALCOMM Incorporated	Application
	09104336.6	Hong Kong	QUALCOMM Incorporated	Application
	558/MUMNP/2008	India	QUALCOMM Incorporated	Application
	2008-531244	Japan	QUALCOMM Incorporated	Application
	2008-7008793	Korea Republic of (KR)	QUALCOMM Incorporated	Application
	2388170	Russian Federation	QUALCOMM Incorporated	Granted
	140838	Singapore	QUALCOMM Incorporated	Granted
	095133703	Taiwan	QUALCOMM Incorporated	Application
	11/270,372	United States of America	QUALCOMM Incorporated	Application
5	PI0615806-4	Brazil	QUALCOMM Incorporated	Application
	2622140	Canada	QUALCOMM Incorporated	Application
	200680040400.9	China	QUALCOMM Incorporated	Application
	06803404.0	European Patent	QUALCOMM Incorporated	Application
	09104042.1	Hong Kong	QUALCOMM Incorporated	Application
	554/MUMNP/2008	India	QUALCOMM Incorporated	Application
	2008-531243	Japan	QUALCOMM Incorporated	Application
	10-2008-7008204	Korea Republic of (KR)	QUALCOMM Incorporated	Application
	2008114384	Russian Federation	QUALCOMM Incorporated	Application
	200801963-0	Singapore	QUALCOMM Incorporated	Application
	095133705	Taiwan	QUALCOMM Incorporated	Application
	11/270,166	United States of America	QUALCOMM Incorporated	Application
6	PCT/US2009/039803	Patent Cooperation Treaty	QUALCOMM Incorporated	Application
	12/419,184	United States of America	QUALCOMM Incorporated	Application