

ULE Alliance IPR Regulation

This Intellectual Property Rights (“IPR”) regulation is binding on all Members and Adopters participating in the ULE Alliance. Its purpose is to ensure the widest possible dissemination of the specifications adopted by the ULE Alliance while giving due weight and respect to the intellectual property rights of its Members. By participating in the ULE Alliance (even without a written ratification of this IPR regulation), Members and Adopters agree to be bound by the following terms.

1. Definitions

- a.) “Adopter” shall have the meaning as set forth in the Articles of Association of the ULE Alliance and also include any Affiliate of such Adopter.
- b.) “Affiliate” shall have the meaning as set forth in the Articles of Association of the ULE Alliance.
- c.) “Contribution” means any written or electronic document submitted by a Member or Adopter to a working group or committee of the ULE Alliance for inclusion in a DECT ULE Standard (including proposals for addition to or modification of the DECT ULE Standard, once adopted) unless such Member or Adopter has notified in writing or electronically that such document is not deemed to be a contribution of such ULE Alliance Member or Adopter.
- d.) “Essential” as applied to IPR means that it is not possible on technical (but not commercial) grounds, taking into account normal technical practice and the state of the art generally available at the time of standardization, to make, sell, lease, otherwise dispose of, repair, use or operate equipment or methods which comply with the DECT ULE Standard within the boundaries of the Scope without infringing that IPR.
- e.) “Intellectual Property Rights” and “IPR” shall mean any intellectual property right conferred by statute or law including applications, other than trademarks.
- f.) “Member” shall have the meaning as set forth in the Articles of Association of the ULE Alliance and also include any Affiliate such Member.
- g.) “DECT ULE Standard” shall mean the higher layer (application) data protocols of a DECT-based, packet data technology, intended for M2M communications and optimized for ultra-low power consumption under low or moderate data rate and traffic conditions, as may be more specifically defined by the ULE Alliance. The DECT ULE Standard is and will be based on a set of normative regulations previously developed by DECT Forum and will be further developed by the ULE Alliance. The DECT ULE Standard developed by the ULE Alliance is complementary to underlying standard(s) under development by ETSI for the lower layer protocols of DECT ULE, including, but not limited to, ETSI’s existing document TS 102 939-1 and future document TS 102 939-2. The DECT ULE Standard includes, without limitation, technical specifications, test tool, test plan and certification program definitions.

- h.) “Scope” shall mean the protocols, signalling characteristics, connection methods, tools, test scripts, firmware descriptors and device and driver architectures and any other hardware and/or software interface technologies, solely to the extent disclosed with particularity in the DECT ULE Standard, where the sole purpose of such disclosure is to define, implement and utilize products and services to interoperate, interconnect or communicate in wireless networking, as defined within the DECT ULE Standard. Notwithstanding the foregoing, the Scope shall not include (a) any enabling technologies that may be necessary to make or use any product, or portion thereof, that complies with the DECT ULE Standard, but are not themselves expressly set forth in the DECT ULE Standard; or (b) the implementation of other published specifications developed outside of the ULE Alliance, but referred to in the body of the DECT ULE Standard (for example, specifications related to DECT or the lower layer protocols of the DECT ULE technology);
- i.) “Working Group” shall have the meaning as set forth in the Articles of Association of the ULE Alliance.

2. General

All IPR owned or created by any Member or Adopter shall remain the property of that Member or Adopter. Such ownership shall not be affected in any way by the participation of the Member or Adopter in the ULE Alliance unless the Member specifically agrees otherwise in writing. The foregoing notwithstanding, Members and Adopters agree to the following terms and conditions with respect to the exercise of their IPR.

3. Copyrights and License Grant relating to Contributions

All Members and Adopters hereby grant to the ULE Alliance and its Members and Adopters a worldwide, irrevocable, perpetual, royalty-free, non-exclusive license under its copyrights to reproduce, modify, adapt, translate and/or create any derivative work, distribute, display, perform, including the right to sublicense those rights, to any Contribution presented to the ULE Alliance or its committees solely for the purposes of developing, promulgating and distributing the DECT ULE Standard or draft of the DECT ULE Standard. This License Grant shall include the right for the ULE Alliance to sublicense the copyrights to external standards organizations and for the publication of any specification incorporating in whole or in part the DECT ULE Standard.

For avoidance of doubt, such license shall survive the resignation or termination of membership of the contributing Member or Adopter, and shall persist in the event the relevant copyrights are transferred to a third party.

The ULE Alliance shall own the copyright in the drafts and published version of the DECT ULE Standard, subject to the underlying copyright rights of the contributing Members, Adopters and other copyright owners. Any publication of a DECT ULE Standard shall contain an appropriate copyright notice in the name of the ULE Alliance.

4. Essential IPR over technical specifications and proposals

A Member or Adopter submitting or advocating a technical proposal in the form of a Contribution or otherwise for the ULE Alliance shall, on a bona fide basis, draw the attention of the ULE Alliance to any of that Member's or Adopter's IPR which might be Essential if that proposal is adopted, according to the disclosure obligation contained in Section 5.

Where a Member's or Adopter's submitted or advocated proposal or Contribution is adopted in a DECT ULE Standard, such Member hereby grants all other present and future Members and Adopters a non-exclusive, irrevocable (except as stated below), perpetual, nontransferable, royalty-free license under its Essential IPR to make, have made, use, sell, have sold, offer to sell, import, and distribute and dispose of any implementations compliant with all required portions of the DECT ULE Standard, irrespective of whether such Essential IPR were disclosed at the time of the proposal or Contribution. The license granted is limited to the subject of the Contribution alone as well as in conjunction with the DECT ULE Standard. No license is granted with respect to the subject of the DECT ULE Standard in absence of the Contribution.

This above commitment by each Member and Adopters persists while each such Essential IPR remains valid and does not expire with resignation by the Member or Adopter from the ULE Alliance nor with transfer or sale of the Essential IPR to a third party. Each Member and Adopter agrees that prior to a transfer of Essential IPR to a third party, it will make reasonable commercial efforts to notify the transferee in writing of the licensing terms of such Essential IPR to Members and Adopters under this IPR regulation.

The license grant set forth above is further subject to and conditioned upon the reciprocal license grant by the prospective licensee with respect to any and all of the prospective licensee's Essential IPR related to the prospective licensee's Contributions, if any, under similar terms. All Members and Adopters hereby agree to this reciprocity obligation. A licensor may revoke its license only with respect to licensee in case that licensee tries to enforce any of its Essential IPR related to its Contributions against licensor and does not withdraw its enforcement within 30 days after notice of licensor referring to the ULE Alliance IPR regulation.

Members and Adopters agree that no IPR license, immunity or other right is granted under this IPR regulation by any Member or Adopter to any other Member or Adopter or the ULE Alliance, either directly or by implication, estoppel or otherwise, except for the licenses expressly granted in this IPR regulation.

The stated in this section only applies to the activity of the ULE Alliance.

This IPR regulation does not pertain to IPR owned by Members and Adopters that is not essential for compliance with the DECT ULE Standard ("Non-Essential IPR"). Non-Essential IPR that is relating to standards, specifications and contributions to other standard-setting organizations ("SSOs"), such as, but not limited to, the European Telecommunications Standards Institute ('ETSI'), may or may not be regulated by such SSO's respective IPR regulation.

Members and Adopters hereby acknowledge that compliance with the DECT ULE Standard beyond the boundaries of the Scope may require compliance with other adopted or prospective standards of other SSOs (e.g., DECT specifications, or the lower layer protocols of the DECT ULE technology), and that the licensing terms of the IPR pertaining to such standards are not within the Scope of the present ULE Alliance IPR regulation.

5. Disclosure obligation

Although Members and Adopters do not have a duty to perform exhaustive IPR searches, they are obliged, on a bona fide basis, to make appropriate disclosures in a timely fashion if they have actual knowledge of any IPR, whether owned by such Member or Adopter or by any third party, that might be Essential to a technical proposal, a Contribution, or to practice the DECT ULE Standard.

This disclosure obligation is ongoing. It is acknowledged that full satisfaction of the disclosure obligation may not be possible until later in the process when the design is more complete. In any case, disclosure as soon as practically possible is required. A failure to disclose Essential IPR in a timely manner, whether by oversight, bad faith, or otherwise, shall have no effect on the Member's or Adopter's licensing commitment under Section 4 which shall be binding regardless.

Sufficient detail should be provided to allow other Members and Adopters to locate such Essential IPR, including at a minimum:

1. the application number or patent number (or at least one application number or one patent number in case of a patent family); and
2. the Working Group and/or specification to which it is considered applicable; and
3. the title of the application or patent (or at least one title in case of a patent family).

Note: The publication of IPR applications by the respective patent offices may be delayed for several - usually 18 - months, so that the content of a declared Essential IPR may not be publicly available at the time of disclosure. To avoid any doubts: The present ULE Alliance IPR regulation does not require the applicant to disclose the content of any of applicant's IPR applications.

6. Trademarks

Nothing in this IPR regulation pertains to the licensing terms and conditions of the ULE Alliance trademarks. The licensing of trademarks shall be governed by Article 28 of the ULE Alliance Articles of Association.

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