

IPR Policy of the SUCA

Chapter 1 Preamble

Article 1 With a view to promoting the development of the SUCA("Alliance"), encouraging independent innovation and technological progress, protecting the legitimate interests of patent holders, related rights holders, and the Alliance as a whole, and promoting the healthy development of the ultra HD video industry ecosystem, the IPR Policy of the SUCA has been formulated ("Policy").

Article 2 This Policy is an integral part of the Alliance that all Members shall comply with.

Chapter 2 IPR Licensing

Article 3 Members agree to grant licenses to standard implementers for the Members' SEPs on fair, reasonable, and non-discriminatory terms.

Article 4 Members shall not refuse to license SEPs that they hold within the proposals they submit to the Alliance on fair, reasonable, and non-discriminatory terms.

Article 5 The licensing commitment on a fair, reasonable, and

non-discriminatory basis pursuant to Article 4 above or by filing Appendix 1, once submitted, shall be irrevocable, unless changes to the related standards make the relevant patents no longer essential in order to implement the standards, or the new licensing commitment submitted by the same member provides more favorable licensing terms, i.e., changing from licensing commitment on fair, reasonable and non-discriminatory terms ("FRAND") to royalty-free licensing commitment on fair, reasonable and non-discriminatory terms ("FRAND-RF").

Article 6 The patent holder shall inform the transferee of the content of the patent licensing statement and the relevant obligations under this Policy before transferring a SEP with licensing statement on fair, reasonable, and non-discriminatory terms. Regardless of whether or not the transferee is informed, the transferred SEP shall remain subject to the stated commitments and restrictions set forth in this Policy, and the patent holder undertakes that it shall not transfer their SEPs for the purpose of circumventing this Policy.

Article 7 A Member may claim that the patent licensing commitments that it made under this Policy are subject to the principle of reciprocity.

Article 8 A Member's refusal to license an SEP shall be submitted in written statement by filing Appendix 1, at least 30 calendar days before

the date of standard is submitted for the technical review to the Standards Setting Working Group, along with reasons for the refusal. If such a refusal is not submitted prior to the date of standard is submitted for the technical review, the Member shall be deemed to have agreed to license all SEPs they hold in accordance with Articles 3 of this Policy. Upon receiving a refusal to licensing, the Standards Setting Working Group shall:

(1) Organize a review of the affected aspects of the standard and seek feasible alternatives, including but not limited to calling in consultants to seek alternative solutions or taking other measures to effectively resolve the problem;

(2) If no alternative is available, notify the Alliance board to vote on whether or not to suspend or terminate the development and publication of the affected parts of the standard.

The Alliance shall, after fully considering the written reasons provided by the Member, decide whether to uphold its membership.

In accordance with the principle of reciprocity set forth in Article 7, other Alliance Members, after fully considering the written reasons provided by such a Member, shall have the right to decide whether to change patent licensing commitments to this Member. If other Members decide to terminate their patent licensing commitments, the licensing commitments to the Member shall be treated as never having existed.

Article 9 Where SEPs held by non-member entities or individuals are brought to the attention of the Alliance, the Intellectual Property Rights Working Group shall:

(1) Actively contact such non-member SEP holders or patent applicants, and seek effective ways to obtain a patent licensing statement from them (submitted by filling Appendix 1);

(2) If such non-member SEP holders or patent applicants refuse to grant standard implementers a license to implement their SEPs on fair, reasonable, and non-discriminatory terms, the Intellectual Property Rights Working Group shall, in collaboration with the Standards Setting Working Group, seek alternative solutions including but not limited to the following:

(a) In cases where the affected standards have not been published: If no alternative is available, the Alliance board shall be notified to vote on whether to suspend or terminate the development and publication of the affected standards while seeking other solutions.

(b) In cases where the affected standards have been published: If no alternative is available, the Alliance shall seek other effective means to solve the problem. If no other solution is found, the Alliance shall, after a vote by the Alliance board, stop promoting the standards, or repeal them.

Article 10 The Alliance encourages its Members to inform the

Intellectual Property Rights Working Group in a timely manner upon learning that a non-member entity or individual holds an SEP, and subsequently assist the Alliance in obtaining patent licensing from such a non-member SEP holder or patent applicant.

Article 11 Unless otherwise stipulated by the Alliance, Members agree to grant the Alliance a permanent, unconditional, royalty-free, irrevocable, non-sublicensable, and worldwide license to their copyrights that are submitted to the Alliance and related to standards content. These copyrights include but are not limited to standards proposals, code, (standards) reports. The license is limited to serving the following

purposes:

- (1) Communication within the Alliance;
- (2) Development and evaluation of standards and standard-related technologies;
- (3) Standards release and promotion.

Article 12 Members agree that during the term of their membership, the Alliance will use their trademarks or business names for the purpose of indicating their membership or their relationship with the Alliance or involvements in activities organized by the Alliance, including but not limited to listing their trademarks or business names on the membership page of the Alliance's website.

Article 13 Members undertake that they shall legally and validly hold all the IPRs to which they made licensing commitments in accordance with this Policy. Members shall notify the Alliance in a timely manner, in writing, of any material change in information or change to the status of the IPR (including but not limited to the change of trademark ownership and other information that may affect the content of the substantive commitments or the Alliance's operations) that is a subject to a

licensing commitment made pursuant to this Policy.

Article 14 Unless otherwise stipulated by the Alliance, the copyrights of the standards, draft standards, published reports, white papers, standard proposals made by the Standards Setting Working Group and other outputs created by the Alliance and its working groups are owned by the Alliance. The Alliance grants a royalty-free, non-exclusive, worldwide, and non-sublicensable license to its Members for use in activities for the purpose of implementing the standards. If a non-member makes a request to the Alliance for copyright licensing for the purpose of standards implementation, the Alliance may grant a license to the non-member standard implementer on fair, reasonable, and

non-discriminatory licensing terms.

Article 15 Subject to a Member's agreement to the Alliance's trademark

usage rules, the Alliance shall grant a non-exclusive, worldwide, and non-sublicensable trademark license to that Member, allowing it to use its trademarks in the manufacturing and marketing of the tested and certified standard-implemented products. Manufacturing and marketing activities may include, but are not limited to, the manufacturing, sales, leasing, marketing, and advertising of such products. If a non-member standard implementer makes a request to the Alliance for trademark licensing, the Alliance may, under reasonable conditions, grant a license to the owner of the tested and certified standard-implemented products.

Article 16 Any patent licensing statements made by Members in accordance with this Policy prior to the dissolution of the Alliance or termination of their membership shall remain valid after the dissolution of the Alliance or termination of their membership, and the provisions under Articles 5, 6, and 7 of this Policy shall apply.

Chapter 3 Disclosure of Patent Information

Article 17 Members shall disclose their SEPs to the Alliance, and the Alliance also encourages its Members to disclose their known SEPs in a timely manner, including those held by the members and those held by third parties,.

The Alliance may request its Members to disclose their patent information in relation to a standard. Upon receiving of such disclosure request, Members shall disclose the relevant SEP information by filing and submitting Appendix 1. If, after receiving a disclosure request from the Alliance, a Member does not file the schedule of the Appendix 2 to the Alliance prior to the date that the standard is submitted for technical review, the Member is deemed to have agreed to license all SEPs it holds for that standard in accordance with Article 3 of this Policy.

Article 18 If a Member refuses to grant a license in accordance with Article 8 of this Policy, it shall, in addition to issuing a notice, disclose to the Alliance the SEP information they refuse to license, the descriptions of the essentiality of the SEP, and other patent information and relevant supporting materials required by the Alliance.

Article 19 SEP information falling under disclosure obligation as set forth in this Policy includes the following:

(1) For granted patents and published patent applications, Members, or SEP holders, or patent applicants shall disclose the basic information to the Alliance, such as application number, application date, publication number/grant number, patent holder and patent title; information of the standards covered, such as standard title, version number, and chapter number.

(2) For unpublished patent applications, Members, or SEP holders, or

patent applicants are not required to disclose the basic information, but shall provide relevant documents to prove the existence of such applications and disclose to the Alliance information regarding the standards covered. Such information includes standard title, version number, chapter number, etc. Members or SEP holders or applicants agree to disclose additional patent information according to Article 18 (1) after publication.

Article 20 When disclosing relevant patent information, Members shall make reasonable efforts based on their knowledge and shall be responsible for the authenticity of the patent information and relevant supporting materials they provide. Members undertake to in no way intentionally conceal or avoid disclosing patent information that is required to be disclosed under this Policy.

Chapter 4 Disclaimer

Article 21 The Alliance shall, through appropriate procedures and means, disclose to its Members and the public the SEP information and patent licensing statements submitted by patent holders, or patent applicants.

The Alliance shall not be responsible for reviewing the validity and fitness of the SEPs, nor does the Alliance guarantee the authenticity and

integrity of the SEP information.

Article 22 Unless otherwise stated in this Policy, the Alliance shall not, on behalf of products implemented in accordance with the standards, provide any warranties, either express or implied, for non-infringement of IPRs of third parties, merchantability, or fitness.

Article 23 In no event, regardless of damages related to contracts, infringements, or guarantees, whether or not Members or third parties have been advised of the possibility of such damages in advance, etc. shall the Alliance be liable for any direct, indirect, special, incidental, punitive, or consequential damages (including but not limited to expenses, losses of profit, unavailability of products or services, or data loss incurred by purchasing alternative products or services) arising as a result of this Policy to its Members or third parties.

Article 24 The Alliance and its Members shall not be liable for searching for or analyzing SEPs. However, this provision shall not restrict the Alliance or its Members from conducting due diligence or other technical searches for SEPs.

Chapter 5 General Provisions

Article 25 This Policy shall be governed by and construed in accordance with the laws of the People's Republic of China without regard to

conflict of laws. The final interpretation of this Policy shall rest with the Alliance.

Article 26 Any Member who violates the provisions of this Policy may be deemed to have breached this Policy. The Alliance has the right to take reasonable measures to remedy the violation, so as to safeguard the interests of the Alliance and ensure the implementation of the objectives of the Alliance.

Article 27 The Alliance shall not engage in any patent licensing during the implementation of standards. Patent licensing shall be settled by the patent holder and the standard implementer through negotiation at their own discretion. Any patent-related dispute arising from the implementation of a standard shall be settled by the relevant institutions.

Article 28 This Policy shall take effect as of the date of publication and is applicable to all IPR-related activities of the Alliance. Any amendment to this Policy shall take effect on the date of publication of the amendment and shall have the same effect as this Policy.

Article 29 This Policy shall be written in the Chinese and English language. Both versions shall be of equal legal effect. In the event of controversy, the Chinese version shall prevail.

Article 30 Definition of terms in this Policy:

Member: An entity that has completed the procedures for joining the

Alliance according to the Management Rules for Members of the SUCA. To avoid ambiguity, the term "Member", as used in this Policy, includes all affiliates of a Member. Affiliate of a Member is an entity that controls, is controlled by, is under common control with such Member, but any such entity shall be deemed to be an Affiliate only as long as such control exists. For the purposes of this definition, "control" shall mean direct or indirect ownership or control of more than fifty percent (50%) of an entity's stock or other equity interests.

Standard implementer: An entity that implements a standard and, if not licensed, constitutes infringement.

Standard essential patent (SEP): Patents or patent applications that are essential for the implementation of the standards developed or revised by the Alliance.

Proposal: Proposals or comments formally submitted by Members in written form (including electronic form) to the Standards Setting Working Group, or proposals or comments made by the Standards Setting Working Group.

Draft standard: The initiation of a standard that has been approved by the Alliance, and whose text is under development.

Standards: In this Policy, the term "standards" refers to Alliance standards.

Intellectual property rights (IPRs): Patents, trademarks, service marks,

registered industrial designs, layout designs, mask work rights of integrated circuits and applications for the foregoing rights, copyrights and rights associated with unregistered designs, as well as related rights protected by other countries and recognized by law as IPRs, trade secrets, technical secrets, or confidential information

Alliance trademark: All Alliance trademarks registered now or in the future.