

Letter of Agreement
Concerning
“Rules on Handling of Intellectual Property Rights
Related to PJLink Specification Class 2 and/or Following
Versions “
(For Non-Members)
Version 2.00
July 1, 2016

To: Japan Business Machine and Information System Industries Association

Re: Rules on Handling of Intellectual Property Rights
Related to PJLink Specification

We, the company described hereunder, have read and understood the “Rules on Handling of Intellectual Property Rights Related to PJLink Specification Class 2 and/or Following Versions” attached hereto and sincerely agree to comply with the terms and conditions described therein as a whole and ultimate agreement between the parties, and agree that any problems, including without limitation, claims, complaint, disputes, etc., will be settled between the parties by mutual consultation.

We, further agree that;

- 1) Any terms and condition and/or effectiveness of this agreement will be construed and decided under the laws of Japan;
- 2) Any legal disputes, including without limitation law suites and arbitration, concerning this agreement will be settled under the jurisdiction of Japan.
- 3) We will not provide any confidential to you and/or any member company of you under this agreement unless otherwise notified to you and receiving party explicitly in writing.

IN WITNESS WHEREOF, WE HEREIN HEREBY EXPRESS OUR INTENTION OF AGREEMENT BY SUBMITTING THIS LETTER TO YOU WITH SIGNATURE OF OUR DULY AUTHORIZED REPRESENTATIVE,.HEREUNDER,.

Date of Signature:

Company Address:

Company Name:

Name of Representative: _____(Signature)
(block letter)

Japan Business Machine and Information System Industries Association

[Annex]

Rules on Handling of Intellectual Property Rights
Related to PJLink Specification Class 2 and/or Following Versions
(hereinafter referred to as the “Rules”)

1. Basic Consideration

The “PJLink Specification Version X.YY” excluding PJLink Specification Class1 (hereinafter collectively referred to as the “PJLink Specification”) has separately been prepared by Japan Business Machine and Information System Industries Association (hereinafter referred to as “JBMIA”) though its PJLink Working Group of the Data Projector Group (“PJLink Working Group”), and has been adopted by JBMIA as a standard I/F Specification for data projector products. JBMIA desires that the PJLink Specification will be widely supported and adopted by the business enterprises within relative industry.

In the premises of the foregoing, JBMIA wishes to stipulate the rules concerning the use of intellectual property rights, especially include patent rights and rights of utility models, that will be required essentially in the commercialization of products by any business entity or entities who wish to adopt PJLink Specification (referred to as “PJLink Specification Adopter” hereinafter), under fair and proper condition.

Based upon the foregoing consideration, JBMIA hereby submits the Rules hereof and wishes to obtain the agreement of PJLink Specification Adopter concerning the rules on handling the patent rights and the rights of utility model (hereinafter collectively referred to as “Industrial Property Rights”) of PJLink Specification as follows.

2. Agreements

- 1) “Essential Industrial Property Rights” hereof shall mean the scopes of claims of Industrial Property Rights including any rights of application and possible rights concerning Industrial Property Rights, which are technically inevitable to meet the essential requirement of PJLink Specification,.
- 2) The PJLink Working Group shall request each PJLink Specification Adopter to provide written confirmation (“Written Confirmation” hereinafter) of its Intention as follow;
“Should any specification prepared by PJLink Working Group as the result of its activities, be adopted by JBMIA as PJLink Specification, each PJLink Specification Adopter shall agree to license its own Essential Industrial Property Rights within the

scope of the implementation of the PJLink Specification indiscriminately, under reasonable conditions (including free of charge) to any other PJLink Specification adopters (hereinafter referred to as "other PJLink Specification adopter") who have already expressed their written consent of indiscriminate license to JBMIA concerning their Essential Industrial Property Rights under reasonable conditions."

If any PJLink Specification Adopter wishes to deny license of its Essential Industrial Property Rights hereunder, the PJLink Specification Adopter shall specify such Essential Industrial Property Rights and shall specifically describe of its denial intention of license in the Written Confirmation document. If PJLink Specification Adopter deny to provide any Written Confirmation or if PJLink Specification Adopter explicitly express its intention of not to grant license in the written confirmation document, the PJLink Working Group shall specify the owner of such Industrial Property Rights and shall make change the PJLink Specification accordingly. The above veto in proviso, however, shall not be applicable to the scope of any specification, which has already been adopted as PJLink Specifications.

- 3) The licensing of Essential Industrial Property Rights to the other PJLink Specification adopters as provided in Section 2) hereinabove, shall be granted by each PJLink Specification Adopter that own said Essential Industrial Property Rights; provided, however, that the PJLink Specification Adopter shall be released from its obligation to grant license hereunder, to other PJLink Specification adopters, if such other PJLink Specification adopters deny to license their own Essential Industrial Property Rights to PJLink Specification Adopter within the scope of the implementation of the PJLink Specification indiscriminately under reasonable conditions (including free of charge).
- 4) The PJLink Working Group shall be released from any obligation, liability, responsibility, whatsoever for any manner or types of claims, lawsuit and/or problems concerning industrial property rights arising out from, or with regard to the PJLink Specification and its draft.
- 5) The handling of copyrights, trademarks, and logos, and other intellectual property related to the PJLink Specification shall be stipulated by PJLink Working Group separately as necessary.
- 6) Any PJLink Specification Adopter withdrawing PJLink Working Group shall license its Essential Industrial Property Rights concerning PJLink Specification to other PJLink Specification adopters indiscriminately under reasonable conditions including free of charge; provided, that the PJLink Specification has been started its development before the withdrawal of the PJLink Specification Adopter, and that the content of the PJLink Specification concerns about the Essential Industrial Property Rights is accessible by the PJLink Specification Adopter before withdrawal. Notwithstanding the foregoing, the

PJLink Specification Adopter shall be released from its obligation of granting license hereunder, if it has denied the licensing of its rights by submitting the Written Confirmation as provided in Section 2) hereinabove

3. Applicable scope of Written Confirmation with regard to version number of PJLink Specification
 - 1) Written Confirmation to be submitted by PJLink Specification Adopter upon request from PJLink Working Group, when joining PJLink Working Group, shall be applied to the latest PJLink Specification Version X.YY. The figure "X" before the decimal fraction of the version number shall be an integral number, 2 or more; two digit figure "YY" after the decimal fraction of the version number shall be a two-digit integral number, 0 or more;, and the figure to be added after the two digit figure "YY" such as "YY-1" shall be an integral number, but not less than 0.
 - 2) The Written Confirmation for the PJLink Specification Version X.YY as provided in Section 3. 1) above, shall be valid for (i) the technologies specified in the initial version of PJLink Specification Version X.00 set up based on the plan for the PJLink Specification Version X.00 (the "zero order Specification Plan"),, as well as for (ii) the technologies specified in PJLink Specification Version X.(YY-1) which is previously revised based on the initial version of PJLink Specification Version X.00.; provided, that the scope of the Written Confirmation is involved within the technical scope specified in the zero order Specification Plan which serves as the base for the latest PJLink Version X.YY.
 - 3) Furthermore, the Written Confirmation,shall be valid for the technologies to be specified in the future revised PJLink Specification Version X.(YY+1).; provided, that the scope of the Written Confirmation is involved in the technical scope of zero order Specification Plan for the latest PJLink Specification Version X.YY, and under such circumstance each PJLink Working Group,shall not be requested to submit any new Written Confirmation for the technology to be specified in future revised Specification Version X.(YY+1)..
 - 4) If any future revised Specification Version X.(YY+1) includes new technical item which has not been included in the zero order Specification Plan of the initial Specification Version X.00, the future revised Specification Version X.(YY+1) shall be laid down as a new Specification Version (X+1).00., and the PJLink Working Group shall request each PJLink Working Group,to submit a new Written Confirmation as described in Section 2.2) hereinabove based on the zero order Specification Plan of the new Specification

Version (X+1).00 which includes the new technical item.,

- 5) Notwithstanding the foregoing, if the zero order Specification Plan of the future revised Specification Version (X+1).00 includes any part or all of the technologies defined in the initial Specification Version X.00, the Written Confirmation submitted based on the latest PJLink Specification Version X.YY shall be valid for the overlapped technologies to be the extent of future PJLink Specification which will be based on the zero order Specification Plan of the future revised Specification Version (X+1).00.

End of Document

Set out on July 1, 2016,

Japan Business Machine and Information System Industries Association