

**OPTICAL STORAGE TECHNOLOGY ASSOCIATION
INTELLECTUAL PROPERTY DISCLOSURE AND
LICENSE POSITION FORM FOR PARTICIPANTS**

Optical Storage Technology Association (“OSTA”) has adopted the OSTA Intellectual Property Policy (the “Policy”). The Policy is available on OSTA’s Web site or upon request to the President of OSTA. Pursuant to the Policy, to ensure that Members of OSTA have an opportunity to review a Proposed Specification under consideration for adoption for intellectual property as well as technical or other matters, the OSTA Committee considering the Proposed Specification will circulate the Proposed Specification for that purpose to all Members participating in the work of that Committee (“Participants”) at least thirty (30) days prior to any vote to adopt the Proposed Specification. Within that thirty (30)-day review period, each Participant that has participated in the work of the Committee shall review the Proposed Specification, and shall disclose to the Committee any patent rights of the Participant that are personally known to the Participant’s representative which, in the judgment of the Participant, constitute Essential Patent Claims (as defined in the Policy) necessary to implement the Proposed Specification. No Participant or individual representative is required to conduct a patent search for that purpose. Additionally, no Participant shall have any obligation of disclosure or licensing with respect to Specifications or Proposed Specifications which are under consideration by a Committee in which the Participant does not participate.

Within the same thirty (30)-day review period, each Participant is required to provide written assurance of one or both of the following statements:

(a) If the Proposed Specification is adopted, Participant will, upon request, license on reasonable and nondiscriminatory terms on a reciprocal basis any and all of its Essential Patent Claims (subject to any exclusions declared pursuant to (b) below) solely for the purpose of implementing the Specification in a product that complies fully with all required portions of the specification (and not extending such license rights to any portion or function of a product not required to comply with the Specification); or

(b) Solely with respect to one or more portions of the Specification not based on Participant’s own Contributions (as defined in the Policy), Participant is unwilling to license its Essential Patent Claims on the terms set forth in (a) above.

In the event the Participant makes a statement pursuant to (b) above, Participant will identify with reasonable particularity the portions of the Proposed Specification to which it objects and the relevant Essential Patent Claims of Participant that Participant believes are infringed by such portions of the Proposed Specification. The Participants will then cooperate in good faith to attempt to resolve the concerns of the objecting Participant within thirty (30) calendar days from the date of the statement of objecting Participant made pursuant to (b) above. If the Participants are unable to resolve the objecting Participant’s concerns within such thirty (30)-day period, the objecting Participant may withdraw from the relevant Committee. Notwithstanding such withdrawal, the objecting Participant’s licensing obligations with respect to its own Contributions (as defined in the Policy) shall survive such withdrawal.

The purpose of this Form is to provide the necessary disclosures and position regarding licensing to OSTA. Please complete, sign and deliver this Form to the Chairperson of the OSTA Committee or Subcommittee considering the Specification.

A. Specification Involved: _____

B. OSTA Committee/Subcommittee Considering the Specification: _____

C. Name and Contact Information for Representative of Participant: _____

D. In accordance with the Policy, if the undersigned is aware of any Essential Patent Claim owned by the Participant represented by the undersigned or owned by other than the Participant represented by the undersigned which are involved in the subject Proposed Specification, such Essential Patent Claims are described on Exhibit "A" hereto. By signing this Form, the undersigned does not represent that the undersigned or the Participant represented by the undersigned has performed any patent search in connection with the statements in this Form, nor does it commit to do so.

E. The undersigned, on behalf of the Participant which the undersigned represents, hereby elects one of the following:

(i) If the Proposed Specification is adopted, Participant will, upon request, license on reasonable and nondiscriminatory terms on a reciprocal basis any and all of its Essential Patent Claims (except as provided in (ii) below), solely for purposes of implementing the Specification in a product that complies fully with all required portions of the Specification (and not extending such license rights to any portion or function of a product not required to comply with the Specification).

Yes _____

(ii) Solely with respect to one or more of the portions of the Specification not based on a Participant's own Contributions (as defined in the Policy), Participant is unwilling to license its Essential Patent Claims on the terms set forth in (i) above.

Yes _____

F. Except as expressly set forth herein, the undersigned makes no representation that the undersigned or the Participant represented by the undersigned will grant any license to any party under any of its intellectual property rights.

G. The undersigned, individually and on behalf of the Participant represented by the undersigned, agrees to abide by the Policy.

Name of Participant

Name of Representative of Participant

Title of Representative of Participant

Signature of Representative of Participant

Address: _____

e-mail address: _____

Date: _____

Exhibit "A"

Description of Essential Patent Claims