

Patent Clarification Notice Specific to Use of PDF for IPP FAX Protocol

Adobe has a number of patents covering technology that is disclosed in the Portable Document Format (PDF) Specification, version 1.4 and later, as documented in PDF Reference and associated Technical Notes (the "PDF Specification"). Adobe desires to promote the use of PDF as the file format for a future, IPP FAX Protocol to be proposed, recommended, finalized and published by the IEEE Printer Working Group (the "IPP FAX Standard").

This Patent Clarification Notice is in addition to the permissions statement set forth in Section 1.4 of the PDF Reference which shall also apply to Adobe's contribution to the IPP FAX Standard.

Accordingly, Adobe agrees to provide a Royalty Free License to all Essential Claims solely for the purpose of implementing the IPP FAX Standard. Adobe and the IEEE Printer Working Group will identify and establish, within the final, published release of the IPP FAX Standard, a process whereby implementers of the IPP FAX Standard can request and obtain the above license.

No license shall be extended to those implementing only draft versions of the IPP FAX Standard.

A "Royalty Free License" shall mean a license that:

- (i) shall be available to all implementers of the IPP FAX Standard worldwide, whether or not members of the IEEE Printer Working Group;
- (ii) shall extend to all Essential Claims owned or controlled by Adobe and its Affiliates;
- (iii) shall not be conditioned on payment of royalties, fees or other consideration except as described in (iv) and (v) below;
- (iv) may be conditioned on a grant of a reciprocal license on identical terms to all Essential Claims owned or controlled by the licensee and its Affiliates; and
- (v) may include reasonable, customary terms relating to operation or maintenance of the license relationship including but not limited to the following: choice of law, dispute resolution, and patent notices.

"Essential Claims" shall mean all claims in any patent or patent application, in any jurisdiction in the world, that (A) Adobe and/or its Affiliates own and (B) that would be necessarily infringed by implementation of the IPP FAX Standard. A claim is necessarily infringed hereunder only when a licensee can prove that it is not possible to avoid infringing it because there is no non-infringing alternative for implementing the required portions of the IPP FAX Standard. Existence of a non-infringing alternative shall be judged based on the state of the art at the time a licensee implements the IPP FAX Standard.

The following are expressly excluded from and shall not be deemed to constitute Essential Claims:

- (1) any claims other than as set forth above even if contained in the same patent as Essential Claims; and
- (2) claims that would be infringed only by
 - (a) portions of an implementation that are not required by the IPP FAX Standard
 - (b) enabling technologies that may be necessary to make or use any product or portion thereof that complies with the IPP FAX Standard but are not themselves expressly set forth in the IPP FAX Standard; or
 - (c) the implementation of technology developed elsewhere and merely incorporated by reference into the IPP FAX Standard.

For purposes of the Essential Claims definition, the "IPP FAX Standard" shall be deemed to include only architectural and interoperability requirements and shall not include any implementation examples or any other material that merely illustrates the requirements of the IPP FAX Standard.

An "Affiliate" of a first entity is a second entity that is controlled (greater than 50%) by, in control of, or under common control with the first entity.