

QUALCOMM Incorporated

5775 Morehouse Drive San Diego, CA 92121-1714 (858) 587-1121

www.qualcomm.com

December 9, 2013

Via Email

Bill Lempesis, Executive Director Video Electronics Standards Association (VESA) 39899 Balentine Dr., Suite 125 Newark, CA 94560 Facsimile: 510-651-5127

Email: moderator@vesa.org, bill@vesa.org

Re: QUALCOMM Incorporated's IPR Disclosure for Display Stream Compression Version 1,

Draft 4

Dear Executive Director:

Attached, please find VESA's Intellectual Property Rights Policy # 200B, including Exhibit A "Submission of Technology Form" and Exhibit A-1 "Submission" for Display Stream Compression Version 1, Draft 4.

Please confirm receipt of these documents at your earliest convenience via email to trouse@qualcomm.com. If you have any questions or concerns, please contact me at 858-587-1121.

Thank you.

Sincerely

Thomas R. Rouse

VP, QTL Patent Counsel

Qualcomm Incorporated

12. Exhibit A: Submission of Technology Form

NOTE: All blanks shall be completed in order for this *Submission* to be given consideration. This *Submission* is subject to all such guidelines, policies and procedures of VESA as may currently be in force. *All terms capitalized and italicized are intended to have the meanings given to them in <u>Section 2 of VESA Policy # 200B.</u>*

Name of Submitting Organization ("Submitter"):	QUALCOMM Incorporated
Name of Person Completing this Form on Behalf of Submitter ("Representative"):	Thomas R. Rouse
Mailing Address of Representative:	5775 Morehouse Drive San Diego, CA 92121-1714
Email Address of Representative:	trouse@qualcomm.com
Specification Request for Proposal or request for Information to which this <i>Submission</i> relates, if any (the "RFP/RFI"):	Display Stream Compression Version 1, Draft 4

- A. The *Representative* hereby represents the following on behalf of him/herself and the *Submitter*, as the context requires:
 - 1. The *Representative* is authorized to make the *Submission* attached hereto as **Exhibit A.1** on behalf of the *Submitter*, and to make the following representations and warranties.
 - 2. The *Submitter* has reviewed VESA Policy # 200B and the other VESA Policies referenced in that policy (the "Policies") and agrees that its *Submission* is being made in full compliance with those Policies.
 - 3. The *Submitter* hereby irrevocably agrees that, if its *Submission*, in whole or in part, is finally approved by VESA for incorporation into the *Specification*, that on request it shall license all *IPR* owned by it on the following terms:
 - (i) The license shall be perpetual, subject to the revocation provision in section 6.2, (or until the expiry of its *Necessary Claim(s)*, as the case may be), non-exclusive and worldwide, and shall be made available to those (*Members* and non-members alike) desiring to use or implement the *Specification* referenced above, provided, however; that with respect to *Patent* claims, such license shall extend only to such *Necessary Claims* in the *Submission* as would be *Necessarily Infringed* by an implementation of such *Specification* in its final, approved form; and
 - (ii) All terms and conditions in such license shall be *RAND* (Reasonable and Non-Discriminatory).

- 4. With respect to any *Patent(s)* owned or applied for by the *Member* which it asserts contain *Necessary Claims* that would be *Necessarily Infringed* by an implementation of the *Specification*, the *Member* identifies the same on Exhibit A.1 by serial, publication or *Patent* number (required) and, if the *Patent* has issued, the *Member* also identifies such *Necessary Claims* (requested).
- 5. The *Submitter* hereby agrees that VESA may copy, distribute and otherwise make available this *Submission* for the purpose of evaluation, and that in the event that the *Submission* is accepted, that VESA shall own the copyright in the resulting *Specification* and all rights therein, including the rights of distribution. This agreement shall not in any way deprive the *Submitter* of any *Patent* claims or other *IPR* relating to the technology to which its *Submission* relates.
- B. VESA, in accepting this *Submission*, acknowledges the following:

EXCEPT AS SPECIFICALLY PROVIDED FOR ABOVE, THIS SUBMISSION IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED, EXCEPT TO THE EXTENT OF KNOWING FALSITY IN ANY STATEMENT MADE ABOVE. ANY IMPLEMENTATION OF ANY SPECIFICATION OR AMENDMENT INCORPORATING THIS SUBMISSION IN WHOLE OR IN PART SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND THE SUBMITTER SHALL HAVE NO LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER DIRECTLY OR INDIRECTLY ARISING FROM SUCH IMPLEMENTATION, EXCEPT AS A RESULT OF ANY KNOWING FALSITY IN ANY STATEMENT MADE ABOVE.

Exhibit Index:

A-1: Submission

A-2: Defined terms – omitted here, refer to Section 2 of VESA Policy # 200B

Exhibit A-1: Submission

[Identify *Patents* by file number and, if available, relevant claim(s)]

US20120328004 IN9586/CHENP/2013 WO2012178053 US20120300835 CN101682783 EP2149263 IN1783/MUMNP/2009 JP2010-525676 KR1096467 TWI380697 US8,238,428