1394 Patent Portfolio License Briefing*

*This presentation is for information purposes only. Actual license agreements will provide the only definitive and reliable statement of license terms.
Coverage

• Each patent in the 1394 Patent Portfolio License is “essential” for implementing the IEEE 1394 Standard
Coverage

- A patent is essential if one or more of its claims is infringed by implementation of the 1394 Standard:
  - IEEE 1394a-2000 (June 30, 2000)
  - IEC 61883-1 (Feb. 1998)
  - IEEE P1394b (Draft 1.00, Feb. 25, 2000)
Coverage

• Objective: to include as many 1394 essential patents as possible
• Patent holders submit patents for evaluation of essentiality by independent patent counsel
Coverage

Patent Owners

• See https://www.mpegla.com/programs/1394-program/licensors/
Coverage

• Worldwide coverage
• Licensors include all of their essential patents (including counterparts)
• Attachment 1 to the 1394 Patent Portfolio License is updated regularly
• New Licensors and essential patents added at no additional royalty during term; coverage for the entire term
Coverage

- To view the most recent available cross-reference chart showing illustrative patent claims and sections of the 1394 Standard for which they are essential, see [www.mpegla.com](http://www.mpegla.com) (Current Programs, 1394, Essentiality)
License Terms

• The royalty is US $0.25 upon the Sale or Manufacture of each 1394 Royalty Product, meaning a Finished Product offered for Sale in an unmodified and uncombined form to an End User. The royalty on each Finished Product is without regard to the number of components in the product that incorporate the standard.

• Royalties are payable for products Manufactured or Sold in countries with an active 1394 Patent Portfolio Patent at the time of Manufacture or Sale. The last 1394 Patent Portfolio Patent (Malaysia) expired on November 30, 2020, but coverage is provided for 1394 products Manufactured or Sold through that date and through the date of any patents that may be subsequently added.
Other Important Provisions

- Most Favorable royalty rates clause
- Licensee data is protected as confidential
- Grant-back on essential patents similar in scope to license grants