

To: Liberty Alliance Management Board
From: America Online, Inc.
Date: 8/14/03
RE: Necessary Claims Disclosure Notice for Liberty Specification Phase 2, Second Release

Pursuant to Sections 4 and 11.1 of the Liberty Alliance Specification Sponsor Agreement, AOL hereby submits this Necessary Claims Disclosure Notice for the Liberty Specification Phase 2, Second Release IPR Review Period.

In accordance with Section 11.1 of the Sponsor Agreement, AOL (the “notifying SPONSOR”) is hereby notifying the Management Board with respect to the present specification “that it claims to be the sole owner of certain NECESSARY CLAIMS pertaining to such specific DRAFT SPECIFICATION or OTHER OUTPUT and that the notifying SPONSOR elects to withdraw such NECESSARY CLAIMS from the license grant set forth in Section 3.5.” See Sponsor Agreement Section 11.1(a)(i).

Instead of the license grant set forth in Section 3.5 of the Sponsor Agreement, AOL will license the NECESSARY CLAIMS on the following terms, shown in the form of a revised version of Section 3.5(b) marked in blue with underlining for additions and strikethrough for ~~deletions~~.

(b) Except as otherwise provided in Section 11.1, each SPONSOR (on behalf of itself and its SUBSIDIARIES) hereby covenants to grant to any other person or legal entity (whether or not such person or entity is also a PARTICIPANT) a no-fee, royalty-free, nonexclusive, nontransferable, license under its NECESSARY CLAIMS to implement the specific FINAL SPECIFICATION and OTHER OUTPUT, but only to the extent needed to be a FULLY COMPLIANT IMPLEMENTATION, and sell, promote or otherwise distribute the resulting implementation, which license may be made subject to the condition that those who seek licenses under this Section 3.5(b) agree to grant reciprocal, no-fee, royalty-free, non-exclusive, nontransferable licenses under their NECESSARY CLAIMS to such SPONSOR and all other parties necessary to implement (i) any ~~the specific~~ FINAL SPECIFICATION or OTHER OUTPUT as a FULLY COMPLIANT IMPLEMENTATION; and (ii) any fully compliant implementation of any standard that incorporates any FINAL SPECIFICATION or OTHER OUTPUT. Except as set forth herein, the negotiation of licenses pursuant to this Section 3.5(b) shall be left to the parties concerned. Notwithstanding the foregoing, no SPONSOR shall be required to grant a license pursuant to this Section 3.5(b) with respect to; (i) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a FINAL SPECIFICATION and OTHER OUTPUT, but are not themselves expressly set forth in that FINAL SPECIFICATION and OTHER OUTPUT (e.g. semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, database technology, etc.); (ii) the implementation of other specifications, even if referred to in a FINAL SPECIFICATION and OTHER OUTPUT; or (iii) any portion of any product and any combinations thereof the sole purpose or function of which is not required in order to be a FULLY COMPLIANT IMPLEMENTATION of a FINAL SPECIFICATION or OTHER OUTPUT.

Exhibit A, attached hereto, identifies certain AOL Disclosed Necessary Claims in accordance with Sections 4 and 11.1(a)(ii) of the Sponsor Agreement. This disclosure is based upon the personal working knowledge of those individuals involved on behalf of AOL in the Liberty Alliance and may not represent all Necessary Claims owned by AOL.

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Attachments: REDACTED