

December 19, 2003

On May 2, 2003 Sony timely filed a Necessary Claims Disclosure Notice. In a December 13, 2003 email Sony indicated that the May 2, 2003 Notice had included an error resulting from the transcription from Japanese in the preparation of its May 2, 2003 Notice and provided a corrected version of the Necessary Claims Disclosure Notice. Each of those documents is attached.

Keith Lutsch  
Counsel for Liberty Alliance Project

Corrected May 2, 2003 Necessary Claims Disclosure Notice filed by Sony on December  
13, 2003

## **NECESSARY CLAIMS CONFIDENTIAL INFORMATION**

May 2, 2003

Management Board  
Liberty Alliance

## **NECESSARY CLAIMS DISCLOSURE NOTICE**

In accordance with the terms of the Liberty Alliance Specification Sponsor Agreement, Sony hereby notifies the Management Board of the Liberty Alliance that Sony has determined that it is the sole owner of patents and patent applications as described in Exhibit A ("Patents") and that the Patents include NECESSARY CLAIMS that cover the Version 2.0 DRAFT of the Liberty Alliance Specification.

### Proposed License Terms

Sony hereby withdraws the NECESSARY CLAIMS in the '03 Patent from the license grant set forth in Section 3.5 of the Liberty Alliance Specification Sponsor Agreement. However, Sony is willing to negotiate reasonable and non-discriminatory terms and conditions of licenses with any Liberty member companies for the license of Sony NECESSARY CLAIMS as identified above, in their implementations of the FINAL SPECIFICATIONS and OTHER OUTPUT to the extent specifically granted in the Liberty Alliance Specification Sponsor Agreement ("Sponsor Agreement"). Such terms may include, royalty free, non-exclusive and non-transferable license to the extent reciprocal terms and conditions are made available to Sony and its affiliates.

Sincerely,

James Williamson  
Vice President  
Technology Standards Office  
Sony Electronics, Inc.

Attachment: Exhibit A

# Exhibit A

## NECESSARY CLAIMS CONFIDENTIAL INFORMATION

### Parts (A) and (B)

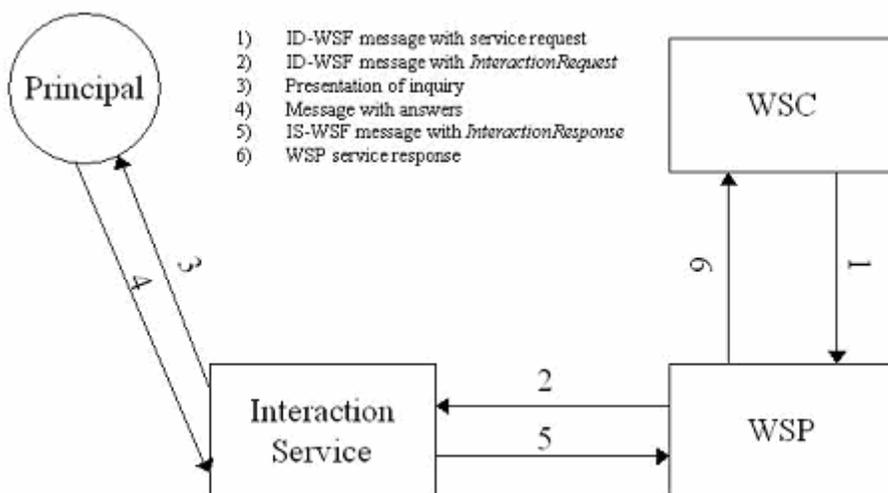
Countries	Pat. / Ser. #	Published
U.S.	6,308,203	Yes
U.S.	REDACTED	No
U.S.	09/939366	Yes
Japan	H09-280154	Yes

REDACTED

### Part (C)

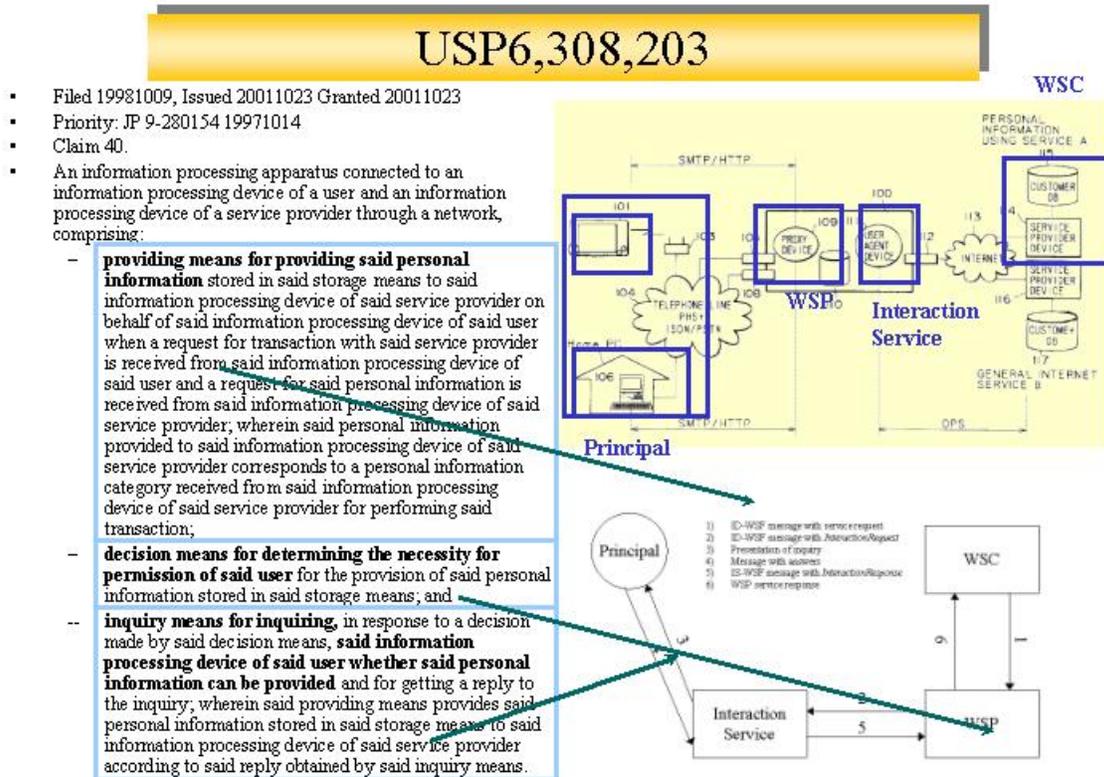
Document: draft-lib-arch-interaction-service-v1.0-06.pdf [lines 118-124]

“The WSP can check from a *Discovery Service* if there is a (permanent) *Interaction Service* available for the resource owner. Such an Interaction Service is, by definition, capable of interaction with the Principal at any time; for example by using special protocols, mechanism and channels such as instant messaging, WAP Push, etc. If such an Interaction Service (IS) is available, the WSP can invoke that IS, again with a well-defined message that specifies the questions that it wants the IS to pose to the user. The IS would obtain the answers and then respond to the WSP. The WSP now has the information it needs and can respond to the originating invocation from the WSC. In this scenario the WSP and resource owner again need to trust the IS to act as proxy.”



## Part (D)

This figure shows the nature of the potential infringement by mapping elements from claim 40 to Liberty's Interaction service Figure 3.



The following table highlights the parallel processing between Sony's claim and the Liberty Interaction Service in the 3<sup>rd</sup> case presented in the Section 2.

Sony Patent No. US 6,308,203 B1 Fig. 4	draft-lib-arch-interaction-service-v1.0-06.pdf Fig. 3
Step S23	Step 1
Step S24	Step 2
Steps S25 – S26	Step 3
Steps S27 – S28	Step 4
Step S29	Step 5
Step S30	Step 6

Original Necessary Claims Disclosure Notice filed by Sony on May 2, 2003

May 2, 2003

Management Board  
Liberty Alliance

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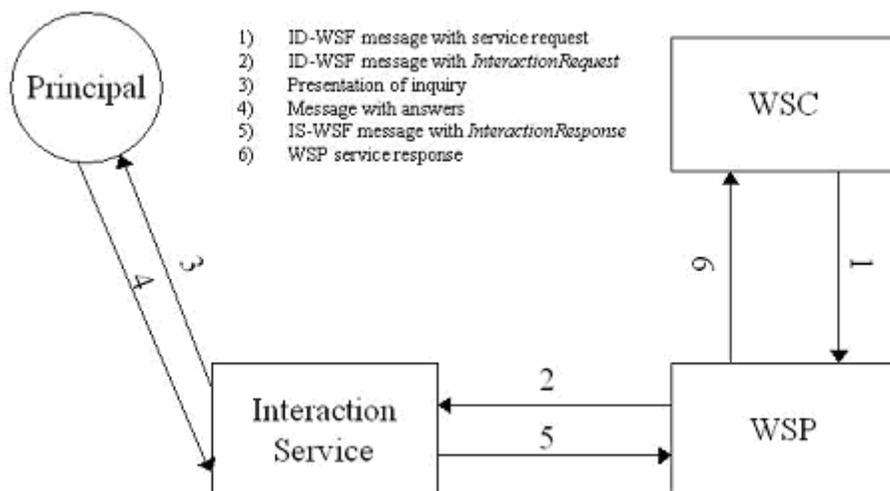
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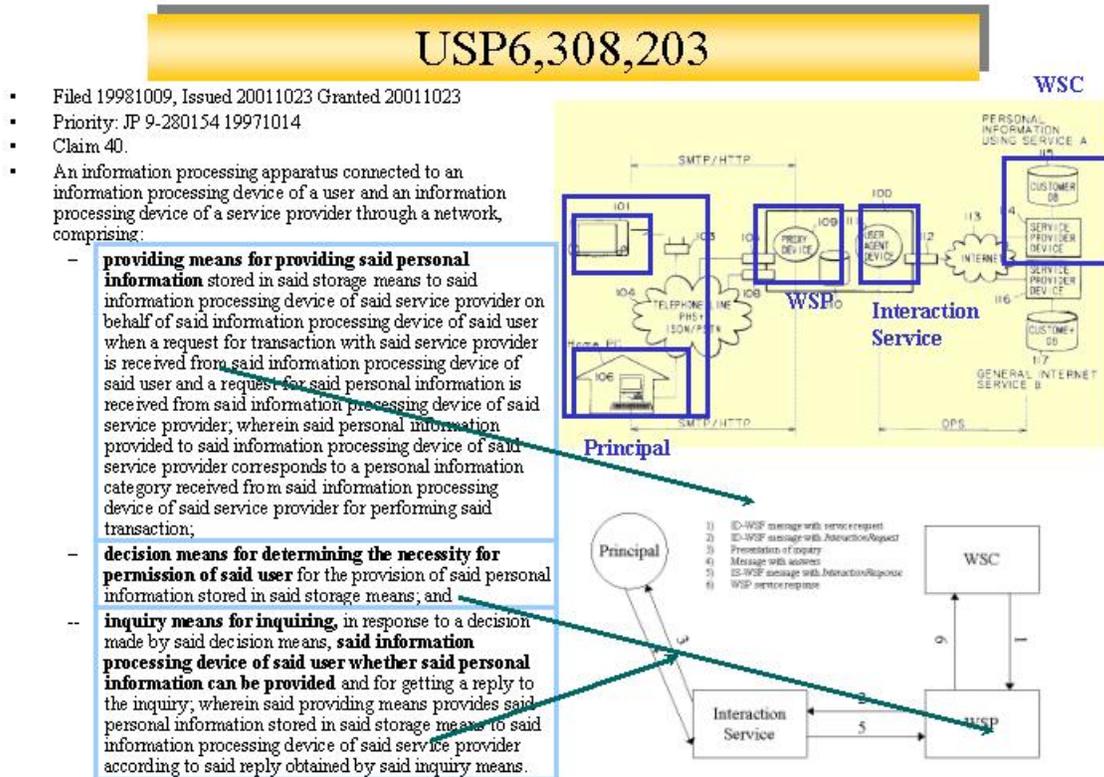
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Steps S27 – S28	Step 4
Step S29	Step 5
Step S30	Step 6

Email provided by Sony on December 13, 2003

From: Williamson, James  
Sent: Sat 12/13/2003 8:28 PM  
To: Michael Barrett - Liberty Alliance Project  
Cc: Keith Lutsch  
Subject: Clarification of terms for withdrawal and posting of claims forms

Dear Michael (and the Management Board),

Over the past several weeks, we have been asked to clarify Sony's position regarding our withdrawal and also to give Liberty permission to post our claims charts. These requests have prompted some urgency due to certain pressures regarding the submissions to another standards organization which were expressed by the board at our recent Phoenix meeting.

To that end, I am happy to say that we have resolved both issues at Sony and I have attached two modified withdrawal letters per the following correspondence between Sony's Patent Licensing Attorney, Jaime Siegel, and Liberty's Attorney Keith Lutsch:

"We have clarified exactly why we opted out of the licensing terms of the Liberty group. It seems that our submitted withdrawal was misdrafted in translation. The correct licensing terms, which will be provided in a letter from James to the Liberty Management Board shortly, is supposed to say that Sony will provide RAND terms and that such terms MAY include royalty free. Accordingly, we would like you to revise any reference to Sony offering a royalty free license to reflect that such terms are actually RAND.

With regard to the claim charts, we are ok with the drafts that you have provided, and give you our approval to post them to the reflector".

Please feel free to contact me if there are any further questions or remarks.

Regards,

James Williamson

James Williamson  
Vice President  
Technology Standards Office  
Sony Electronics, Inc.  
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San Jose, CA 95134