

Annex C

Small Cell Forum Limited
IPR and Confidentiality Policy
January 2008, revised February 2012
to reflect name change to Small Cell Forum

A. Interpretation

In this document:

"Small Cell Forum Documentation" means all reports, recommendations, specifications, standards or other documentation produced by or on behalf of the Small Cell Forum (formerly Femto Forum) during the course of its Proceedings (including, without limitation, all documentation produced by or on behalf of a Working Group);

"IPR" means any intellectual property rights including (without limitation) patents, trade marks, service marks, trade names, design rights, copyright, database rights, semi-conductor topography rights, rights in know-how and other intellectual property rights (of whatever nature and where ever arising) in each case whether registered or unregistered and including applications for the grant of any such rights;

"Proceedings" means all proceedings of, and activities relating to, the Small Cell Forum (including, without limitation, the conduct of Working Groups);

"this Policy" means this IPR and Confidentiality Policy; and the other capitalised terms used shall have the meanings given to them in the Articles of Association of Small Cell Forum (as revised from time to time).

B. Introduction

This Policy sets out the IPR and Confidentiality Policy of the Small Cell Forum. It has been approved by the Members of Small Cell Forum under Section D14 of the company's Articles of Association pursuant to a resolution dated 21 January 2008. It binds the Members in accordance with Section G1 of the Articles of Association and the terms of their Application Form.

The purpose of this Policy is:

- (i) to set out the agreed principles governing issues relating to

confidential information and IPR which may arise from time to time in connection with the Proceedings and affairs of the Small Cell Forum either between the Small Cell Forum and its Members or between the Members themselves; and

(ii) to do so in a way which has regard to the legitimate commercial interests of individual Members and their Affiliates but without prejudicing the Small Cell Forum's ability to achieve its Objectives.

In particular, this Policy reflects the following principles, namely that the Small Cell Forum:

- supports the adoption of small cell (including femtocell) technology worldwide
- is technology agnostic, and does not have its own preferred views on air interface, architectures, interfaces or protocols except as expressed by its Members
- is not a standards-making body in itself
- drives forward the adoption of industry standards by:
 - identifying areas where new standards are required or existing standards need changes
 - seeking consensus amongst Members as to relevant changes
 - giving its endorsements to relevant changes where consensus is achieved amongst Members
 - documenting proposed changes
 - encouraging Members, via their own membership of existing standards bodies, to propose and promote the agreed changes

C. Confidential Information

1. Subject to paragraphs C2 to C5 below, all Proceedings of the Small Cell Forum shall be conducted openly on a non-confidential basis.

2. Without prejudice to any restrictions on usage arising by virtue of any IPR, all information submitted by or on behalf of a Member during the course of Proceedings ("**Information**") shall be deemed not to be confidential. However, subject to paragraph C3 below, in respect of any Information they receive, Small Cell Forum and its Members shall:

- (i) treat the Information as private and restricted to circulation between the Members;
- (ii) not disclose it publicly to any third party except in accordance with the Small Cell Forum's agreed procedures for the approval and public disclosure of documents referred to in Section G2 of the Articles of Association; and
- (iii) only use it in connection with the Proceedings of the Small Cell Forum and not for its own benefit or the benefit of any third party.

3. Notwithstanding the provisions of paragraph C2 above, Members may disclose Information to any Affiliate which has a reasonable need to know the Information in connection with the Member's participation in the Proceedings of the Small Cell Forum. The Member shall ensure that any Affiliate to which Information is disclosed, is made aware of, and complies with, the restrictions set out in paragraph C2(i)-(iii) above.

4. Subject to paragraph C5 below, if a Member (the “**breaching Member**”), directly or via an Affiliate, breaches the restrictions in paragraphs C2(i)-(iii), neither the Member disclosing the Information (including its Affiliates), the other Members nor the Small Cell Forum will be entitled to any form of legal redress against the breaching Member (or its relevant Affiliate) for wrongful disclosure of the Information. However, the Executive Board may in its discretion consider whether to take disciplinary action against the breaching Member in accordance with paragraph E.

5. For the avoidance of doubt, nothing in this Policy shall prejudice or affect the rights of any Member or its Affiliate(s) to seek legal redress for infringement of any of its/their IPR.

D. Intellectual Property Rights

1. Each Member and/or its relevant Affiliate(s) grant the Small Cell Forum a non-exclusive, non-transferable, worldwide, irrevocable and royalty free copyright licence to use, reproduce, distribute, create derivative works based upon, incorporate into Small Cell Forum Documentation and sublicense all copyright works contributed by or on behalf of the Member during the course of the Proceedings of the Small Cell Forum. For the avoidance of doubt, this licence only extends to the copyright in the relevant contribution and all other IPR of the Member or its Affiliates embodied, or referred to, in the contribution shall be excluded from the scope of the licence granted under this paragraph and is expressly reserved to the relevant Member and/or its Affiliate(s).

2. Copyright in all Small Cell Forum Documentation shall vest in the Small Cell Forum. However, Small Cell Forum shall acknowledge any prior copyrights held by Members which are clearly identifiable in the Small Cell Forum Documentation.

3. Small Cell Forum grants each Member and its Affiliates a non-exclusive, non-transferable, non-sublicensable, worldwide, irrevocable and royalty free copyright licence to use, reproduce, distribute and create derivative works based upon, the Small Cell Forum Documentation solely in connection with the Proceedings of the Small Cell Forum and in accordance with paragraph C2 and such policies as the Small Cell Forum may issue from time to time.

4. Small Cell Forum grants each Member and its Affiliates a non-exclusive, non-transferable, non-sublicensable, worldwide, irrevocable and royalty free licence, for as long as the Member remains a Member of the Small Cell Forum, to use the Small Cell Forum logo and branding:

- (i) to identify the Member as participating in the Small Cell Forum (including, but not limited to, by their use on the Member’s printed literature);
- (ii) on the Member’s internet or intranet sites in association with a link to the Small Cell Forum website; and
- (iii) in accordance with such branding and style guidelines as the Executive Board may issue from time to time.

5. Where Members support inputs to standards bodies, they shall be individually responsible for complying with the IPR and other policies of such bodies.
6. The Small Cell Forum and its Members are committed to the principle of fair, reasonable, and non-discriminatory access to essential IPR on a reciprocal basis. Members are expected to conduct all activities relating to the Small Cell Forum in accordance with this principle.
7. Subject to paragraph D1, Members and their Affiliates shall retain their own IPR and nothing in this Policy shall mean that by making contributions to the Proceedings of the Small Cell Forum a Member or any Affiliate is thereby licensing or transferring any of its IPR to any other party.
8. Apart from its ownership of copyright in Small Cell Forum Documentation pursuant to paragraph D2 and the logo and branding referred to in paragraph D4, the Small Cell Forum shall not own any other IPR.

E. Breach of this Policy

1. If a Member, directly or via an Affiliate, breaches any provision of this Policy (including, but not limited to, paragraphs C2 or D6), the Executive Board may in its discretion take appropriate disciplinary action against the relevant Member which may include suspension or termination of membership.