

These terms shall be governed by and construed in accordance with the laws of Japan. Furthermore, the Japanese version of these terms shall be the official text, and in the event of any discrepancy between the Japanese and English versions, the Japanese version shall take precedence.

## JASPAR Special Rules on Intellectual Property Management for Specified Sections

### Chapter 1. General Provisions

#### Article 1 (Purpose)

The purpose of these Rules is to prescribe the special handling of Intellectual Property Rights related to specifications and standardization operations (including the creation of OSS, as defined in Article 5) by the specified sections of General Incorporated Association JASPAR (hereinafter referred to as “JASPAR”) set forth in the Attachment (the specified sections are hereinafter referred to as “Specified Sections”), the development of technical standards in good faith by members of JASPAR engaged in operations of Specified Sections (hereinafter referred to as “Members”) and wide dissemination of the results thereof in accordance with JASPAR’s activity policies, and ensuring the fair handling of Intellectual Property Rights.

#### Article 2 (Definitions)

The definitions of terms used in these Rules shall be as follows.

- (1) “Intellectual Property Rights” refers to Japanese patent rights, utility model rights, design rights, and copyrights, as well as corresponding foreign rights, including those currently pending.
- (2) “Patent Rights, etc.” refers to Intellectual Property Rights other than copyrights.
- (3) “Essential Intellectual Property Rights” refers to those Intellectual Property Rights specified in item (1) for which it is technically impossible to implement recommended standards, specifications, guidelines, programs, etc. (hereinafter referred to as “JASPAR Standards”) that are reviewed, selected, developed, and certified by JASPAR without infringing such Intellectual Property Rights; provided, however, that this excludes Intellectual Property Rights that do not include features disclosed in the relevant JASPAR Standards.
- (4) “Invention, etc.” refers to Japanese inventions, devices, and designs, as well as their creations and corresponding foreign rights.

## Chapter 2. Ownership of Intellectual Property Rights

### Article 3 (Ownership of Intellectual Property Rights Arising from the Performance of Operations of Specified Sections)

- 1 The ownership of Patent Rights, etc. related to an Invention, etc. arising from the performance of operations of Specified Sections shall be as follows.
  - (1) If the person who made the Invention, etc. belongs to a single Member, the rights shall be owned solely by the Member.
  - (2) If the person who made the Invention, etc. belongs to two or more Members, the rights shall be shared by those Members, and the respective shares shall be determined by consultation among those Members, taking into account the degree of contribution to the Invention, etc. by the person who made it.
- 2 If a Member submits an application for Patent Rights, etc. relating to an Invention, etc. arising from the performance of operations of a Specified Section, the Member must promptly submit a written summary of such application to the Steering Committee.
- 3 Copyright (including the rights prescribed by Articles 27 and 28 of the Copyright Act) in specifications, drawings, programs, and database works arising from the performance of operations of a Specified Section shall be transferred from the Member to which the person who created the work subject to the copyright belongs to JASPAR, and shall belong solely to JASPAR, even in the case of joint works. The Member to which the creator of the work belongs shall not exercise the author's moral rights against JASPAR or any party to whom JASPAR grants permission to use the work.
- 4 With respect to software designated by a Specified Section included in specifications, drawings, programs, and database works arising from the performance of operations of a Specified Section (hereinafter referred to as "Software"), JASPAR shall grant a perpetual, worldwide, non-exclusive, gratis, royalty-free, irrevocable copyright license to persons subject to the license terms designated by the Specified Section to reproduce the Software and its derivative works in source or object form, create derivative works, and publicly display and perform, sublicense, and distribute the Software and its derivative works.
- 5 The Member to which a person who has made an Invention, etc. arising from the performance of operations of a Specified Section belongs shall grant to persons subject to the license terms designated by the Specified Section a perpetual, worldwide, non-exclusive, gratis, royalty-free, irrevocable Patent Rights, etc. license to create, subcontract the creation of, use, sell or offer for sale, import, or transfer by some other means, the Software; provided, however, that such license shall apply only within the scope of the Patent Rights, etc. licensable by the Member that are inevitably infringed by the use of the Member's Invention, etc. incorporated into the Software, either alone or in combination with other parts of the Software, and it shall not apply if the infringement occurs when the user independently combines other configurations or functions with the Software.

Article 4 (Handling of Members' Patent Rights, etc. Brought in for Performance of Operations of a Specified Section)

In the event that a Member holds Patent Rights, etc. with respect to information provided for the performance of operations of a Specified Section, the Member shall grant to persons subject to the license terms designated by the Specified Section a perpetual, worldwide, non-exclusive, gratis, royalty-free, irrevocable Patent Rights, etc. license to create, subcontract the creation of, use, sell or offer for sale, import, or transfer by some other means, the Software; provided, however, that such license shall apply only to those claims within the scope of the Patent Rights, etc. licensable by the Member that are inevitably infringed by using the Member's Invention, etc. incorporated into the Software, either alone or in combination with other parts of the Software, and it shall not apply if the infringement occurs when the user independently combines other configurations or functions with the Software.

Article 5 (Handling of Members' Copyrights Brought in for Performance of Operations of a Specified Section)

- 1 In the event that a Member holds the copyright to a work provided for the performance of operations of a Specified Section and incorporated into output, the Member shall grant to persons subject to the license terms designated by the Specified Section a perpetual, worldwide, non-exclusive, gratis, royalty-free, irrevocable copyright license to reproduce the Software and its derivative works in source or object form, create derivative works, and publicly display and perform, sublicense, and distribute the Software and its derivative works.
- 2 When a Member intends to use existing open-source software (hereinafter referred to as "OSS") as part of Software in the process of performance of operations of a Specified Section, after properly considering information regarding the nature of the OSS, including the terms of use, functions, and name and features of the development community, as well as the functional limitations and quality levels, etc. of the OSS, it shall establish the license terms to be presented to users of the Software. In these Rules, "OSS" refers to Software that meets the following 10 criteria as defined in the Open Source Definition (OSD) by the Open Source Initiative (OSI) (<https://opensource.org/>).
  1. Free redistribution (distribution)
  2. Source code
  3. Derived software
  4. Integrity of the author's source code
  5. No discrimination against persons or groups
  6. No discrimination against fields of endeavor
  7. Distribution of license
  8. License must not be specific to a product
  9. License must not restrict other software
  10. License must be technology-neutral

### Chapter 3. Handling of Essential Intellectual Property Rights

Article 6 (Checks of Essential Intellectual Property Rights Pertaining to Results Arising from the Performance of Operations of Specified Sections)

With regard to results arising from the performance of operations of Specified Sections, JASPAR does not conduct checks of Essential Intellectual Property Rights held by Members.

### Chapter 4. Auxiliary Provisions

Article 7 (License Terms by Specified Sections)

Specified Sections shall establish appropriate terms as license terms for the Software designated by the Specified Sections, obtain approval from the Steering Committee, and ensure such terms include, at a minimum, provisions to the effect of the following.

- (1) If a user of Software commences legal proceedings (including cross-claims, defenses, and counterclaims) alleging that the user's own intellectual property rights have been infringed in connection with the use of the Software, the license granted to the user of the Software shall terminate as of the date on which such legal proceedings commenced; and
- (2) JASPAR makes no warranties regarding the Software, including any warranty that it does not infringe any Intellectual Property Rights held by third parties, and users of the Software must use it at their own expense and liability.

Article 8 (Dispute Mediation by JASPAR)

- 1 In the event that the disputes listed below cannot be resolved through voluntary and amicable discussions between the Members that are parties to the disputes, an organization separately specified by JASPAR shall be responsible for mediating such disputes, and the Members shall accord the utmost respect to the mediation by such organization and negotiate in good faith to resolve the disputes, and shall not refuse JASPAR's mediation without reasonable cause.
  - (1) Disputes arising from the determination of the specific content of the license specified in Article 3, Paragraph 5 or Article 4, and the administration of such license; and
  - (2) Any disputes related to Intellectual Property Rights pertaining to Software that involve matters likely to hinder the proper performance of JASPAR's operations.
- 2 In carrying out the mediation referred to in the preceding paragraph, JASPAR may, as necessary, consult with attorneys, patent attorneys, certified public accountants, or other experts, and may ask them to conduct appraisals or provide opinions.

Article 9 (Obligations of Members After Loss of Eligibility to Participate)

Even after a Member has lost their eligibility to participate in a Specified Section due to failure to meet eligibility requirements, withdrawal, expulsion, etc. or has lost eligibility for membership in JASPAR, the Member shall be subject to all the obligations specified in these Rules with respect to Intellectual Property Rights based on information obtained during the period in which the Member was eligible to participate in the Specified Section.

Article 10 (Scope of Application of These Rules and Matters Not Provided for in These Rules)

- 1 These Rules govern the handling of Intellectual Property Rights related to operations of Specified Sections, including Software, as well as rights and obligations between JASPAR and Members. Matters not related to operations of Specified Sections shall be governed by separate rules of JASPAR.
- 2 Matters not provided for in these Rules and matters giving rise to any questions in the implementation of these Rules shall be deliberated and decided by the Intellectual Property WG.
- 3 If a matter cannot be resolved in accordance with the preceding paragraph, the Steering Committee shall deliberate and decide the matter.

## Chapter 6. Supplementary Provisions

Article 11 (Application)

The Specified Sections are listed in the Attachment.

Article 12 (Implementation)

These Rules apply from April 1, 2025.

Article 13 (Revision or Abolition)

Revision or abolition of these Rules shall be by resolution of the Steering Committee.

## Attachment (Specified Sections)

### Applicable Sections

- API Standardization WG

### Excluded Sections

- Functional Safety WG
- AUTOSAR Standardization WG
- Connectivity WG
- Next Generation High-Speed Network WG
- Cybersecurity Promotion WG
- Cybersecurity Technical WG
- OTA Technical WG