

# Copyright Treatment in New Generation M2M Consortium

Approved by the Board of Directors on June 23, 2014

This document is English translation from Japanese original and provided solely for reference. In case of any discrepancy between the Japanese original and this English translation, the Japanese original shall prevail.

## 1. Copyrights to New Generation M2M Consortium Deliverables

(1) New Generation M2M Consortium(hereinafter referred to as “NGM2M”) shall not be subject to any restrictions on standards, specifications and/or translations thereof (hereinafter collectively referred to as " NGM2M Deliverables") that exploit part or all of the materials including, but not limited to, documents, figures, and/or tables submitted by its members (the aforementioned materials hereinafter being collectively referred to as "said materials"; however, software shall not be included in said materials unless a member who submits software specifically expresses his/her desire that the submitted software be included), to produce NGM2M Deliverables, as well as its own exploitation of said NGM2M Deliverables and license to exploit NGM2M Deliverables to a third party. The exploitation herein refers to reproduction, translation, adaptation, public transmission, and any other acts subject to copyright restrictions as stipulated in the Japanese Copyright Law.

(2) Members of NGM2M shall agree that the authorship of NGM2M Deliverables shall be attributed to NGM2M. Members of NGM2M retain the copyrights of their respective said materials exploited in NGM2M Deliverables, but they shall not assert any rights (including moral rights of authors) to NGM2M itself nor a third party who has been licensed to exploit NGM2M Deliverables by NGM2M.

(3) Those members who submitted said materials shall be deemed to have consented to the provisions (1) and (2) above, upon their submission of said materials to NGM2M.

## 2. Exploitation of NGM2M Deliverables

(1) Those who wish to exploit NGM2M Deliverables shall obtain permission from NGM2M in advance.

However, any exploiting acts such as citation, which do not require permission from copyright holder by the Japanese Copyright Law, shall not be included in the above obligation.

(2) Those who wish to exploit NGM2M Deliverables shall submit an application to the

board of directors of NGM2M in advance, specifically identifying the following items, to request permission to exploit said NGM2M Deliverables.

<1> Name

<2> Address

<3> NGM2M Deliverables he/she wishes to exploit

<4> Purpose of exploitation

<5> How NGM2M Deliverables are to be exploited

(3) Upon receiving the application mentioned in the preceding paragraph, the board of directors of NGM2M shall immediately examine the application and reply with the result.

(4) When granting a permission to exploit NGM2M Deliverables, the board of directors of NGM2M shall impose the following conditions:

<1> It shall always be clearly indicated that NGM2M retains the copyrights of NGM2M Deliverables.

<2> NGM2M shall not assume any responsibility for any claim made by a third party about copyrights and/or other intellectual property rights against the exploitation of NGM2M Deliverables.

(5) If it is determined that the exploitation of NGM2M Deliverables will contribute to the deployment of NGM2M standards and the like and will benefit the public interest, the board of directors of NGM2M may grant a permission to exploit NGM2M Deliverables free of charge.

-----