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3 page letter
6 page license

25 May 1995

Cheryl Rowden
 Administrator Intellectual Property
 The Institute of Electrical and Electronics Engineers, Inc.
 IEEE Standards Department
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Dear Ms. Rowden, Mr. Marazas, Mr. Diamond:

Enclosed is a revised patent license from Apple for the emerging IEEE 1394 standard (Standard) which is offered in compliance with IEEE and ANSI policy.

By previous correspondence and numerous public appearances in Working Group meetings of the Standard, Apple has given prior assurance to the IEEE that Apple is willing to grant a license to patent claims which are necessarily required to practice the Standard on reasonable and nondiscriminatory terms, conditions and price.

In anticipation of the close of the Standard, we have carefully reviewed all of our P1394 patents at Apple and have endeavored to include all patent claims required by the Standard or disclosed by Apple in Informative annexes, where Apple has been encouraging standardization, e.g. PHY-LINK interface and enhanced arbitration.

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Excluded are rights unrelated to IEEE 1394, implementation specific circuits where more than one method might exist to implement the standard, historical discoveries no longer practiced by the present standard and a method of loop healing which Apple is prepared to offer under separate license, on reasonable and nondiscriminatory terms, conditions and price, in the event that loop healing becomes part of a future version of the Standard.

To make it simple for anyone inquiring about the Standard to get a copy of Apple's license, Ms. Rowden is being kind enough to arrange for the IEEE to distribute copies to any interested person on demand as they may be requested. Apple will be solely responsible for handling any actual customer inquiry including accepting any license or entering into any negotiations. Apple retains the right to file amended licenses fixing errors or omissions.

Section 6.3.4 of the IEEE Standards Operations Manual provides for notice to be included in a Standard concerning patent claims. Apple requests that the following statement be included in the IEEE P1394 Standard:

"The IEEE Standards Board calls attention to the fact that it is claimed that multiple sections of this Standard are the subject of patents owned by Apple Computer, Inc. The IEEE takes no position with respect to patent validity. Apple Computer, Inc. has assured IEEE that it is willing to grant a license on these patents on reasonable and nondiscriminatory terms to anyone wishing to obtain a license. The undertakings of Apple Computer, Inc. in this respect are on file with the IEEE Standards Department, and the license details may be obtained from Administrator, Intellectual Property, The Institute of Electrical and Electronics Engineers, Inc., IEEE Standards Board, 445 Hoes Lane, PO Box 1331, Piscataway, New Jersey, 08855-1331, FAX: 908-562-1571."


Apple requests that the Chairman obtain similar notices and license filings before close of the Standard from all other persons who may have blocking patent rights.

In closing I would like to call attention to an innovation in Apple's licensing program which we would like to encourage in future IEEE licenses. We want to thank the IEEE for help in making it possible for the license to raise some scholarship money for students. We structured the license to encourage donations and the IEEE has been willing to receive them and put them to good use. We did this at Apple without cost to the corporation and we hope the approach might encourage other companies with rights in future standards to use a similar strategy to assist the next generation.

Thank you again for your help.

Sincerely,


Jonathan Zar

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IEEE 1394 High Performance Serial Bus Standard

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Apple has filed patent applications for certain inventions which are necessarily required for the practice of the IEEE 1394 High Performance Serial Bus standard (the "Standard") as approved by the Microprocessor and Microcomputer Subcommittee of the Technical Committee on Microprocessors and Microcomputers of the IEEE Computer Society of the Institute of Electrical and Electronic Engineers, Inc., New York, New York (the "IEEE").

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U.S. Patent Title	Patent Number	Issue Date
Self-Correcting Synchronization Signal Method and Apparatus	5,052,029	24 Sep '91
Electrical Connector for Computer Peripherals	D337,305	13 Jul '93
Shielded Electrical Connectors	5,362,249	8 Nov '94
Method and Apparatus for Transmitting NRZ Data Signals Across an Isolation Barrier Disposed in an Interface Between Adjacent Devices on a Bus	5,384,808	24 Jan '95
Method and Apparatus for a Bus Transceiver Incorporating a High Speed Binary Data Transfer Mode with a Ternary Control Transfer Mode Having a Full Duplex, Dominant Logic Transmission Scheme	5,384,769	24 Jan '95
Method and Apparatus for Unique Address Assignment, Node Self-identification and Topology Mapping for an Acyclic Directed Graph	5,394,556	28 Feb '95

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U.S. Patent Application Titles	Serial Number	Filing Date
Method & Apparatus for Arbitrating On an Acyclic Directed Graph	07/994,983	21 Dec '92
Method & Apparatus for Transforming an Arbitrary Acyclic Topology Collection of Nodes Into an Acyclic Directed Graph	07/994,117	21 Dec '92
A Communication Node with a First Bus Configuration For Arbitration and a Second Bus Configuration For Data Transfer	08/004,431	14 Jan '93
Power Management System For Computer Device Interconnection Bus	08/005,364	14 Jan '93
Method & Apparatus for a Dynamic, Multi-Speed Bus Architecture Having a Scalable Interface	08/025,711	16 Mar '93
Method & Apparatus for a Dynamic, Multi-Speed Bus Architecture in which an Exchange of Speed Messages Occurs Independent of the Data Signal Transfer	08/033,119	18 Mar '93

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