

X3T11/95-257

Los Alamos

Los Alamos National Laboratory
Los Alamos, New Mexico 87545

Computing and Communications Division

May 19, 1995

Ron Whitetree
Hewlett Packard
350 West Trimble Road, MS-90TH
San Jose, CA 95131

Dear Ron,

Enclosed is the ANSI patent statement that we need executed before we can forward HIPPI-Serial as a standard. We used the 20b/24b coding as implemented in the G-Link chip in HIPPI-Serial. If you know of other HP patents used in HIPPI-Serial it would be useful to cover them at the same time. For reference, I have also enclosed a copy of the letter from IBM releasing their ESCON patents for the standards process.

Please send the completed form to:

Roger Cummings
ANSI TC X3T11 Chairman
StorageTek
2270 South 88th Street
Louisville, CO 80028-0268

with a copy to:

Don Tolmie
HIPPI Working Group Chairman
Los Alamos National Laboratory
CIC-5, MS-B255
Los Alamos, NM 87545

If there are any questions I can be reached at: phone = 505-667-5502, fax = 505-665-7793, e-mail = det@lanl.gov.

Thank you,



Don Tolmie
CIC-5, Network Engineering, MS B255

Enc: a/s

American National Standards Institute, Inc 11 West 42nd Street 13th Floor New York, NY 10036

STATEMENT OF PATENT HOLDER CONCERNING THE USE OF PATENTED
DEVICE OR DESIGN IN CONJUNCTION WITH AN AMERICAN NATIONAL STANDARD

Note: This form is to be used to record the statement of a patent holder whose patented device or design (pending or approved) may have to be used by a person or organization complying with an American National Standard. This statement is filed and retained pursuant to Section 7.4 of the American National Standards Institute Procedures for Development and Coordination of American National Standards.

1. Name of Patent Holder: Hewlett-Packard Company
Address: 3000 Hanover Street
Palo Alto, CA 94303
Telephone: 408-435-4401 FAX: 408-435-4435
Contact: David M. Sears
(Name and Title)

2. Number and Description of Patent(s) (use extra sheet if necessary)

Patent Number(s): U.S. Patent 5,022,051
(Attach copy of patent application)

Description: "DC-Free Line Code For Arbitrary Data Transmission"

List Claims Pertinent to Compliance with Standard: _____

Date of Expiration: Issued June 4, 1991

Pending Approved (check one)

If Pending, indicate date of application: _____

If Patent Holder is a transferee of original claimant, attach the transfer agreement.

3. Name of Proposed ANSI Standard: High Performance Parallel Interface-Serial
Specification

4. List sections of standard to which patent claims relate: All

PATENT LICENSE AGREEMENT

This Agreement, effective on the date last signed below, is agreed to by Hewlett-Packard Company, a California corporation with offices at 3000 Hanover Street, Palo Alto, California 94304, USA ("HP") and the Licensee identified below. HP and Licensee agree as follows:

1 OVERVIEW

1.1 Definitions.

1.1.1 "License Fee" means the amount stated in Paragraph 2.2 below.

1.1.2 "Licensed HP Patent(s)" means (a) the patent(s) listed in Appendix A, and (b) any HP-owned patent that issues from an application filed before June 1, 1993 if a license to such patent is necessary for a product to be in substantial compliance with the Serial-HIPPI Specification, and (c) all patents that are divisions, continuations, reissues or extensions of the patents described in (a) or (b) above, and (d) all foreign counterparts of the patents described in (a), (b) and (c) above.

1.1.3 "Licensed Product" means a product that is in substantial compliance with the Serial-HIPPI Specification (the then-current version or any earlier version) created by the Serial HIPPI Implementors Group.

1.1.4 A business entity will be a "Subsidiary" of Licensee if Licensee now or hereafter owns or controls, directly or indirectly, a majority of the entity's stock entitled to vote for election of directors, or has an equivalent majority control in the case of a non-corporate entity such as a partnership. A business entity will be deemed to be a Subsidiary of Licensee for only so long as such ownership or control actually exists.

1.2 HP License Coordinator.

The Licensee will direct all communications that are related to this Agreement to the following individual (the "HP License Coordinator"):

David M. Sears
Hewlett-Packard Company
350 West Trimble Road
San Jose, CA 95131

TELEPHONE: 408-435-4401
TELEFAX: 408-435-4435

2 LICENSE GRANT AND LICENSE FEE PAYMENT

2.1 License Grant By HP To Licensee.

HP hereby grants to Licensee and Licensee's Subsidiaries a non-exclusive, irrevocable (except as stated in Paragraph 3.2 below), world-wide, non-transferable, paid-up and royalty-free license, without any right to grant sub-licenses, under the Licensed HP Patents to make, have made, use, import, and sell Licensed Products.

2.2 Payment By Licensee.

Within thirty (30) days after the effective date of this Agreement, Licensee will pay to HP (at the address given above for the HP License Coordinator) a License Fee of two thousand five hundred dollars (\$2,500) as full consideration for the license granted by HP under this Agreement.

3 TERM AND TERMINATION

3.1 Term.

This Agreement will continue in effect from its effective date until the expiration date of the last to expire of the Licensed Patents.

3.2 Termination.

3.2.1 This Agreement may not be terminated by either party without the prior written consent of the other party.

3.2.2 This Agreement will automatically terminate if Licensee does not pay the License Fee to HP within thirty (30) days after the effective date of this Agreement.

4 GENERAL TERMS

4.1 Appendices In This Agreement.

The following appendices form a part of this Agreement and are incorporated by reference into this Agreement:

Appendix A: Licensed HP Patent(s)

APPENDIX A: LICENSED PATENT(S)

The Licensed Patent(s) are:

1. US Patent 5,022,051 (Crandall et al.), issued on June 4, 1991, entitled "DC-Free Line Code For Arbitrary Data Transmission".

4.2 Entire Agreement.

This Agreement sets forth the entire agreement and understanding between the parties as to its subject matter and merges all prior discussions between them. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.

4.3 Freedom Of Activity.

Nothing contained in this Agreement constitutes the parties as entering upon a joint venture or partnership, or constitutes either party the agent for the other party for any purpose or in any sense whatsoever.

4.4 Laws.

This Agreement is made under, and will be construed according to, the laws of the State of California, without regard to any choice of law provisions.

4.5 Warranties.

Both parties warrant their right and ability to enter into this Agreement. HP does not warrant the validity or enforceability of any of the Licensed Patents. HP does not warrant that any activity by Licensee will be free of any intellectual property infringement or misappropriation. Neither HP nor Licensee will have any obligation to enforce any of the Licensed Patents.

* * * * *

IN WITNESS WHEREOF, each party has executed this Agreement by signature of its authorized representative.

HEWLETT-PACKARDCOMPANY

LICENSEE: _____

(Enter name of company.)

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Address _____
