

Open Patent Non-Assertion Pledge

As a member of Hyperledger community, Hitachi hereby supports the framework below.

Definitions

“Hyperledger Project” means across-industry collaborative effort to advance and develop blockchain technologies utilizing open source software, facilitated by the Linux Foundation as a collaborative project.

“Work” means the outcomes of incubation, active and deprecated project in Hyperledger Project.

“Pledged Patents” means the specific patents listed by Hitachi attachment for this Pledge. Hitachi may update this list of patents from time to time in its discretion.

“Pledge” means the promise set forth in the first two paragraphs under “Our Pledge.”

Our Pledge

Hitachi promises to each person or entity that develops, distributes or uses Work (a “Pledge Recipient”) that

Hitachi will not bring a lawsuit or other legal proceeding against a Pledge Recipient for patent infringement under any Pledged Patents based on the Pledge Recipient’s

- (i) development, manufacture, use, sale, offer for sale, lease, license, exportation, importation or distribution of any Work, or
- (ii) internal-only use of Work, either as obtained by Pledge Recipient or as modified by Pledge Recipient, in standalone form or combined with hardware or with any other software (“Internal-Only Use”).

The preceding Pledge does not apply to any infringement of the Pledged Patents by hardware or by software that is not Work, or by Work combined with special purpose hardware or with software that is not Work (except Internal-Only Use).

It is Hitachi’s intent that

the Pledge be legally binding, irrevocable (except as otherwise provided under “Defensive Termination” below) and enforceable against Hitachi and entities controlled by Hitachi, and their successors and

assigns.

Thus, Hitachi will require any person or entity to whom it sells or transfers any of the Pledged Patents to agree, in writing, to abide by the Pledge and to place a similar requirement on any subsequent transferees to do the same.

The Pledge is not an assurance

that any of the Pledged Patents cover any particular software or hardware or are enforceable,
that the Pledged Patents are all patents that do or may cover any particular Work,
that any activities covered by the Pledge will not infringe patents or other intellectual property rights of a third party, or
that Hitachi will add any other patents to the list of Pledged Patents.

Except as expressly stated in the Pledge, no other rights are waived or granted by Hitachi or received by a Pledge Recipient, whether by implication, estoppel, or otherwise.

Defensive Termination

Because our Pledge is a promise not to assert certain Hitachi patents without requiring any payment from a Pledge Recipient,

we think it is only fair that we condition the Pledge upon the Pledge Recipient (and its affiliates) not asserting or profiting from the assertion of patents against

Hitachi,
its affiliates, or
its products or services.

Accordingly, Hitachi reserves the right to *terminate* the Pledge, to the extent Hitachi deems necessary to protect itself, its affiliates, or its products and services (“Defensive Termination”)

with respect to

any Pledge Recipient (or affiliate) who files a lawsuit or other legal proceeding for patent infringement or

who has a direct financial interest in such lawsuit or other legal proceeding (an “Asserting Party”)

against Hitachi or any entity controlled by Hitachi or

against any third party based in whole or in part on any product or service developed by or on behalf of Hitachi or any entity controlled by Hitachi.

Any Defensive Termination by Hitachi with respect to an Asserting Party shall have the same effect as if Our Pledge was never *extended* to such Asserting Party in the first instance.

Hitachi, in its sole discretion, shall determine the manner and terms, if any, by which rights under Pledged Patents may be *extended* to an Asserting Party after that Asserting Party's lawsuit or other legal proceeding is permanently dismissed, terminated or withdrawn in writing.

Mistaken Assertion

Should Hitachi ever initiate a lawsuit or other legal proceeding for patent infringement based on software which is not the subject of a Defensive Termination, and then receive written notice from the party against whom such lawsuit or other legal proceeding has been filed providing sufficient information for Hitachi to reasonably determine that such software in fact satisfies the requirements of the Pledge, then Hitachi will use reasonable efforts to withdraw such lawsuit (or the applicable claims therein) or move to terminate such other legal proceeding (or the applicable portions thereof) within sixty (60) days after receiving such written notice.

This framework is suggested and declared by Google at <https://www.google.com/patents/opnpledge/>

Attachement

- (1) Japanese Patent No. 4078454
- (2) Japanese Patent No. 4622811