

STANDARD SETTING GUIDELINE – THE AUTONOMOUS

Ensuring safety is the key to gaining acceptance of autonomous mobility on a broad scale. To address security concerns in connection with autonomous driving, safety proves to be the main concern and challenge for mass adoption. These current challenges and associated investment costs cannot be mastered by a single OEM, Tier 1 or Tech company. Just like in aviation, autonomous driving needs to set common technical and ethical standards, legislation, and a process to learn from past incidents and avoid future ones.

At the Autonomous, our mission is to establish a global safety reference, created by the global community, which facilitates the adoption of autonomous mobility on a grand scale. We are committed to ensuring that this process take place in full compliance with the rules of competition law. To this end, this Guideline supplements The Autonomous' Compliance Guideline, by setting out practicable rules for standard-setting processes at The Autonomous. Compliance with this Guideline is obligatory for all organisers and participants.

1. Openness and transparency

The Autonomous follows an open and transparent approach to participation in its panels, workshops, and other working groups. The establishment of a global safety reference will follow the following principles:

- i. Unrestricted participation: involvement is open to all industry stakeholders. Active involvement may only be limited if absolutely necessary (i.e. to prevent inefficiency) and based on objective and non-discriminatory criteria;
- ii. Transparency: all attendees of The Autonomous as well as all other stakeholders concerned will be informed of any announcement, progress and outcome;
- iii. Review and comments: Stakeholders not participating in the process will be able to review and comment on the result of the standard-setting process. Any agenda referring to activities of The Autonomous will disseminated to participants in due course prior to execution of the activity. Participants shall have the right to comment or to contribute to such agenda.

2. Non-exclusivity, free access

- i. No obligation to comply: Participants are free to develop alternative standards or products that do not comply with the evolving standard;
- ii. Free access to standards: Any developed standards will be accessible for all interested stakeholders (whether or not they participated in The Autonomous) on fair, reasonable and non-discriminatory terms.

3. IPR policy

3.1. Definitions

- i. "Affiliate": any subsidiary or holding company of a participant, any subsidiary of any of its holding companies and any partnership, company or undertaking (whether incorporated or unincorporated) in which a participant has the majority of the voting rights or economic interest.

- ii. "Essential": an intellectual property right is essential where it would be technically (but not necessarily commercially) impossible, taking into account normal technical practice and the state of the art generally available at the time of adoption of the standard, to implement the respective standard without making use or infringing the IPR in question.
- iii. "FRAND terms": fair, reasonable and non-discriminatory terms.
- iv. "Implement/Implementation": (i) to make, market, sell, license, lease, otherwise dispose or make use of equipment; (ii) repair, use or operate equipment; or (iii) use methods – as specified in the respective standard.
- v. "Intellectual Property Rights" or "IPR": any copyright, Patent, registered design, and any application thereof. IPR does not include trademarks, trade secrets, moral rights, right of know-how and confidential information.
- vi. "Patent": any patent, utility model or any application for such.

3.2. Scope of Application

- 3.2.1 Participants owning any Essential IPR shall be free to exploit such IPR outside the scope of The Autonomous at their absolute discretion and any revenues or other benefits, which the participant may receive from such exploitation of such Essential IPR, shall be for the participant's own account.

3.3. FRAND commitment

- 3.3.1 Save in the case of any Essential Patents identified in accordance with Section 3.4.4, a participant will give an undertaking that it is prepared to grant licences to anyone wishing to Implement the standard to which the Essential IPR relates:
 - i. on FRAND terms;
 - ii. to all its Essential IPR relevant for the respective standard;
 - iii. to the extent necessary to permit the Implementation of the respective standard.
- 3.3.2 The undertaking pursuant to Section 3.3.1 may be made subject to the condition that those who seek licences agree to reciprocate.
- 3.3.3 Where a participant has elected not to declare or has failed to declare any Essential IPR for a given standard in accordance with Section 3.4.4, the participant shall be deemed to have given the undertaking in accordance with the terms of Section 3.3.1.
- 3.3.4 Both, the participant who has given an undertaking pursuant to Section 3.3.1 or who is deemed to have given an undertaking pursuant to Section 3.3.3, and any beneficiaries of such undertaking wishing to acquire a licence in accordance with Section 3.3.1, acknowledge and agree that:
 - i. They will act in good faith, in order to negotiate a licence agreement;
 - ii. If both parties have not been able to agree on an Essential IPR license, each party has the right to pursue the matter before the national courts to resolve the matter.
- 3.3.5 Each participant will ensure that its Affiliates, and its Affiliates' successors in title will give an undertaking pursuant to Sections 3.3.1 to 3.3.4 above. If a participant or its Affiliate transfers ownership of Essential IPR that is subject to an undertaking

pursuant to Sections 3.3.1 to 3.3.4 above, such undertaking shall include appropriate provisions in the relevant transfer documents to ensure that the undertaking is binding on the transferee and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding all successors-in-interest. The undertaking shall be interpreted as binding on successors-in-interest regardless of whether such provisions are included in the relevant transfer documents.

3.4. Declaration of Essential IPRs

3.4.1 Prior to any official adoption of any standard or part thereof, each participant shall provide a written declaration of the Essential IPR relevant to the subject matter. Such declaration shall list:

- i. all potentially relevant Essential IPR held by the participant or its Affiliates;
- ii. filing and registration number, application date and if published the title of the respective Essential IPR;
- iii. terms (ie explicitly (non-FRAND terms as opposed to clause 3.3.1, but without specifying royalty rates on any other royalty terms)) on which the participant or its Affiliate is prepared to grant licenses to other participants or any third parties; and
- iv. statement whether the declaration is made subject to the condition that those who seek licenses agree to reciprocate.

3.4.2 In the absence of declaration of any Essential IPR, the participant will be deemed to have given the undertaking for that Essential IPR associated with the relevant standard or part thereof, in accordance with Section 3.3.3.

3.4.3 Any declaration may identify such Essential Patents, for which the participant or its Affiliate are unwilling or unable to enter into an undertaking to license on FRAND terms in accordance with Section 3.3.1. The declaration shall

- i. identify any such any Essential Patent, by way of filing number, date, and if published, optionally its title;
- ii. describe in sufficient detail the reasons why the participant or its Affiliate are unwilling or unable to enter into an undertaking to license on FRAND terms in accordance with Section 3.3.1.

3.4.4 Where a participant, in accordance with Clause 3.4.3, has identified an Essential Patent, which the participant, or its Affiliates, is unwilling or unable to license in accordance with Clause 3.3.1, the participant will lose its right to participate and to receive undertakings pursuant to Clause 3.3.1 from other participants in relation to the respective standard or part thereof to which an Essential Patent relates, if

- i. any other participant informs the Chairman within a reasonable period, in writing, that it does not accept that the reasons in the relevant declaration (as required in accordance with Clause 3.4.3(ii)) are reasonable and justified; and
- ii. based on its duly justified non-acceptance of these reasons pursuant to Clause 3.4.4.(i), wishes that the aforesaid participant shall not be able to rely on its right to participate and to receive undertakings pursuant to Clause 3.3.1 from other participants.

3.5. Disputes concerning ownership of Essential IPR

If two or more participants claims ownership of the same Essential IPR, the participants claiming ownership shall

- i. negotiate and resolve the question of ownership in good faith and
- ii. if no solution is found pursuant to section 3.5.1, have the right to pursue the matter before the national courts to resolve the dispute.