

AOM STATEMENTS

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May 23, 2023

The European Commission on May 23, 2023 closed a preliminary investigation under EU competition law, without further action. AOM provides the following clarifications. None of these clarifications changes in any way AOM's FRAND-compliant Royalty-Free (RF) "W3C Mode" IPR policy ([AOM Working Group Charter](#), Appendix D), which incorporates portions of the W3C Patent Policy, and nothing changes Patent License 1.0, which embodies that policy.

1. The possibility to engage in bilateral negotiations

AOM Members of the Royalty-free Codec Working Group have agreed to make their Essential Claims for Final Deliverables that have not been timely excluded available under the W3C Patent License Requirements and the terms of AOM Patent License 1.0. Each Working Group Participant and each Licensee has the freedom to also offer, negotiate, and accept different FRAND terms, and prospective licensees¹ are in all cases free to request different FRAND terms should they not wish to be bound by the terms of the AOM Patent License 1.0.

2. The possibility to exclude patents from future Final Deliverables, e.g. AV2, AV3, etc.

In accordance with the W3C Mode under which AOM's technical Working Groups operate, a Working Group participant that wishes to exclude specifically identified Essential Claims from the royalty-free licensing obligations in both the License Commitment in Section 5.1 of Appendix 1 to AOM's technical Working Group Charters as well as the commitment under the AOM Patent License 1.0 must file an Exclusion Notice prior to adoption of the relevant deliverable as a Final Deliverable and within time limits set forth in the Membership Agreements, and must disclose the specific Essential Claims that are being excluded, which may be in accordance with a form to be made available to members.

3. The royalty-free grant back only applies to the same Final Deliverable

The scope of the reciprocity provision in AOM Patent License 1.0 is limited to the specific Final Deliverable for which the license is granted, and does not cover other separate AOM Draft or Final Deliverables, including any future Deliverables from AOM Working Groups (e.g., AV2). This means that if the license is issued for AV1, the reciprocal license is equally limited to AV1, and

¹ Use of the uncapitalized term "licensees" in "prospective licensees" is deliberate so as to encompass licensing on terms other than the AOM Patent License 1.0.

does not extend to any other AOM Deliverables including any next generation future video codec Deliverables (e.g., AV2).

4. R&D or testing

To the extent that the applicable intellectual property law protects the use of such technology or technical knowledge for purposes of research and development or testing: If any prospective implementer wishes to have a license specifically limited to R&D and/or testing, to the extent one is needed, it can request such a license subject to bilateral negotiations, which may be subject to appropriate reciprocity provisions (for instance, that it, too, will not invoke its patents to oppose R&D and/or testing by others).