

03-74535

Exh A-D

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2/18/04

39 pgs

A



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FORM TX

For a Nondramatic Literary Work
UNITED STATES COPYRIGHT OFFICE

TX 5-871-015



EFFECTIVE DATE OF REGISTRATION

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Month Day Year

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1

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J1699-3 Test Source Code – Original Publication Version (rev3)

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2

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a Drew Technologies, Inc.

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Eric C. Grimm
20600 Eureka Road, Suite 900
Taylor, MI 48180

Area code and daytime telephone number ▶ 734.283.2727

Fax number ▶ 734.246.8635

Email ▶ eric.grimm@CyberBrief.net

b

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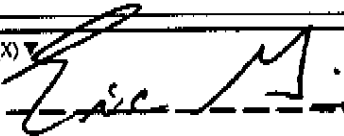
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Eric C. Grimm

Date ▶ December 4, 2003

Handwritten signature (X) ▼

X 

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Eric C. Grimm, Calligaro & Meyering

Number/Street/Apt ▼
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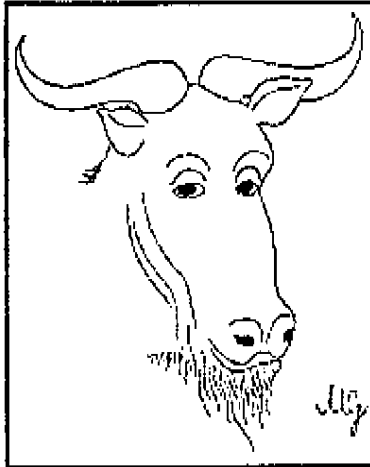
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C

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Cohen + Grigsby
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Pittsburgh, PA 15222-1319

Fax: 412.209.1966

August 19, 2003

Re: Society of Automotive Engineers – J1699-3 Task Force –
Compliance with GNU General Public License (“GPL”).

Dear Mr. Wettach:

First, let me introduce myself. John Posa is no longer representing Drew Technologies, Inc. (“DrewTech”), in connection with the SAE J1699-3 OBD II Compliance Tests Task Force, and the issues that have arisen in connection with DrewTech’s release of on-board vehicle diagnostic compliance testing computer source code (j1699.c, the “Program,” including all “works based on the Program,” as those terms are defined in the GPL) under the GNU General Public License (“GPL”). I have now undertaken this representation, and will represent DrewTech in connection with the j1699.c project.¹

It has come to our attention that the SAE has posted, on the SAE Website, a version of the j1699.c Program source code, without the appropriate copyright and license

¹It is perhaps helpful to contrast the project involving development of the j1699.c Program (i.e., on-board vehicle diagnostic compliance testing computer source code), from the separate preparation of a written manuscript, describing various information pertaining compliance with the SAE J1699-3 OBD II standard, by an SAE drafting committee. The SAE manuscript may or may not be protected by copyright at this point, but even if it is, copyright only protects the *expression* of ideas, not the ideas themselves. Feist Pubs., Inc. v. Rural Tel. Serv. Co., 499 U.S. 340, 345 (1991); Harper & Row Pubs., Inc. v. Nation Enters., 471 U.S. 539, 556 (1985). Accordingly, a computer program that enables users to test compliance with EPA/CARB on-board diagnostic standards (i.e., software that automates SAE J1699-3 OBD II compliance testing), in no way infringes any copyright on the expression (as opposed to using non-copyrightable technical information) embodied in any SAE manuscript.

Tom Wettach, Esq.
Cohen + Grigsby
August 19, 2003
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information, in violation of both (1) DrewTech's copyright on this code, and (2) the license agreement that governs all copying and distribution of this code by the SAE. We have no choice but to insist that the SAE discontinue its infringement immediately, and come into compliance at once.

That said, my role is to protect not only the rights of DrewTech as the exclusive, worldwide licensor of the Program under the GPL, but also the rights of Free Software² licensees everywhere. As part of this representation, I have sought the assistance of the Free Software Foundation ("FSF"), in an effort to help provide additional information to the Society of Automotive Engineers ("SAE") and its members, about the advantages of the GPL to the SAE, and why the SAE should strongly consider using the GPL in connection with additional standards-based projects. I hope we will have a chance to meet in person sometime soon, so we can work through any concerns the SAE may have about the j1699.c Program generally, and DrewTech's non-negotiable insistence on the GPL, in particular.

It is our sincere hope that, with the possible assistance of the FSF (although they have not yet confirmed the extent of their intended involvement in this educational project), we can help the SAE and its members understand better the concrete advantages of Free Software to the SAE, and the reasons why it is important for all licensees of Free Software

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(including the SAE) to respect and uphold the terms of the GPL.

The express condition upon which DrewTech authorized one of its employees³ to participate in the creation of j1699.c – as a precondition before he was authorized to start any work – was that the Program would be released as “Open Source” software, and not on any other terms. DrewTech has upheld its commitment on this score by releasing multiple versions of j1699.c, via Sourceforge, as Free Software under the GPL.

Although the SAE is certainly welcome to develop or commission its own, completely independent, on-board vehicle diagnostic compliance testing computer program (“New Code”), incorporating absolutely none of the original code embodied in the Program, and to release the New Code under a proprietary license, I am obligated to inform you that it will be impossible to release the Program (or any “work based on the Program” containing any part of it) under any proprietary license, or indeed, under any license other than the GPL. Accordingly, your proposal to Mr. Posa of July 7, 2003, is not among the options that can resolve this misunderstanding. Be aware that the SAE, if it elects to develop New Code, will almost certainly want to establish reliable safeguards to ensure that none of the code from the Program in any way can be incorporated into the New Code.

While independent development of New Code is certainly an option worth considering, we think that the SAE, with additional information about the benefits of the GPL and Free Software, may well come to realize that GPL licensing is highly beneficial to

³Mr. Suhre’s participation in the development of the Program, during his employment with DrewTech, was strictly in his capacity as an employee of DrewTech, and his participation in this project and development of the Program was in the scope of, and part of, his employment. Accordingly, the Program is a work made for hire. 17 U.S.C. §§ 101 (“A ‘work made for hire’ is . . . a work prepared by an employee within the scope of his or her employment . . .”), 201(b) (“In the case of a work made for hire, the employer or other person for whom the work was prepared is considered the author for purposes of this title, and, unless the parties have expressly agreed otherwise in a written instrument signed by them, owns all of the rights comprised in the copyright.”). DrewTech has not agreed to any other arrangement. The Program had already been released under the GPL prior to Mr. Suhre’s departure, meaning that all subsequent work done on the Program, and all derivatives subsequently released, must also be Free Software, no matter who has contributed to these derivatives.

the SAE and its members – so much so that SAE may even want to consider using the GPL in connection with many other projects. Indeed, we have a high level of confidence that the SAE, once it learns more about the GPL, and the advantages that the GPL offers to the SAE and its members, in connection with this and other projects, is likely to start to wonder why there was ever any controversy in the first place. We certainly wonder about this already.

After all, the GPL is about freedom – not just the freedom of DrewTech, but the freedom of the SAE and all its members, each as licensees. The GNU General Public License is “designed to make sure that you [the SAE, and each member, as well as any other licensee will] have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free⁴ programs; and that you know you can do these things.” GPL vrsn. 2 pmbl.

The FSF Website goes on to explain:

Free software is a matter of the users’ freedom to run, copy, distribute, study, change and improve the software. More precisely, it refers to four kinds of freedom, for the users of the software:

- The freedom to run the program, for any purpose (freedom 0).
- The freedom to study how the program works, and adapt it to your needs (freedom 1). Access to the source code is a precondition for this.
- The freedom to redistribute copies so you can help your neighbor (freedom 2).
- The freedom to improve the program, and release your improvements to the public, so that the whole community benefits (freedom 3). Access to the source code is a precondition for this.

⁴Please note that no piece or part of the Program (or of any work based on the Program) can ever be used as part of any *non-free* (i.e., proprietary) new program. All new works that are based on the Program, or part of it, must be released as Free Software.

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A program is free software if users have all of these freedoms. Thus, you should be free to redistribute copies, either with or without modifications, either gratis or charging a fee for distribution, to anyone anywhere. Being free to do these things means (among other things) that you do not have to ask or pay for permission.

See Free Software Definition, < <http://www.gnu.org/philosophy/free-sw.html> >.

In other words, the SAE does not have to pay DrewTech for permission to distribute the Program, so long as the SAE remains in compliance with the terms of the GPL. However, as I pointed out at the beginning of the letter, the SAE is currently publishing either the Program or a work based on the Program, without the required copyright and licensing notices, in violation of the requirements of the GPL. This the SAE may not do.

Whether or not you and the SAE currently recognize the virtue of the GPL, in this instance, any and all distribution or copying of the Program by the SAE or its members is strictly conditioned upon compliance with the GPL. Thus, we must insist that the SAE come into compliance with the GPL (including the notice provisions) immediately. If SAE fails to do so, then SAE is potentially liable – both for damages and for injunctive relief – for each and every illegal copy that has been distributed in violation of the GPL, whether or not the SAE has collected any money for any such copy. I doubt I need to remind you of the magnitude of the statutory remedies for SAE's infringement of DrewTech's copyright. So, out of respect, I'll let you refer to your own firm's customary "copyright cease and desist" boilerplate for guidance about what the courts can do to infringers.

In order to make certain that people (including the SAE and its members) are fully informed of the rights and freedoms that they enjoy under the license for the j1699.c Program, it is very important to ensure that the proper notices are included, whenever the Program (or any derivative "work based on the Program") is published. Accordingly, the license for the Program contains the following requirements (among others), which the SAE and its members (as licensees) are required to observe:

1. You [the SAE, or any licensee for that matter] may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, **provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all**

the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You the SAE or any member or any licensee] may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
 - a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
 - b) **You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License [namely, the GPL, version 2].**
 - c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement,

Tom Wettach, Esq.
Cohen + Grigsby
August 19, 2003
Page 7

your work based on the Program is not required to print an announcement.).

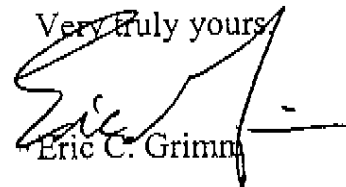
GPL vrsn 2, ¶¶ 1, 2. This is why DrewTech has insisted that the SAE must respect and comply with the terms of the GPL, whenever either the program or any derivative "work based on the Program" is published on the SAE website.

Including the proper notices (especially the Disclaimer of Warranty) is beneficial not only to DrewTech, but also to the SAE, because it makes everybody's legal rights and obligations clear. In particular, we think you understand why the SAE, when it republishes the Program, would want to make clear to any licensee that neither DrewTech, nor the SAE can be sued for money damages if the Program fails to perform in a way that some licensee expects. The copyright and license notices are also important because they help notify all licensees and end-users of their freedoms, and corresponding obligations, under the GPL.

These requirements are by no means onerous. And, we believe, the freedoms protected by the GPL are highly beneficial to the SAE and all its members. It is our strong preference not to have to enforce the requirements of the GPL in court. However, if the SAE leaves DrewTech with no choice but to do so, DrewTech remains fully prepared to do so.

By copy of this correspondence, unless you object, Drewtech will notify all members of the SAE J1699-3 OBD II Compliance Tests Task Force, of their obligations under the GPL, and the need for them to publish the mandatory copyright and license notices, too. We thank you in advance for your cooperation in this regard, and look forward to the day when everyone can work together in a cooperative spirit. Drew Technologies, Inc., respectfully reserves all rights and remedies.

Very truly yours,



Eric C. Grimm

cc: Eben Moglen, Esq.
General Counsel, Free Software Foundation
Columbia Law School
435 West 116th Street; New York City 10027

BY FACSIMILE, EMAIL, AND FIRST CLASS MAIL

Tom Wettach, Esq.
Cohen + Grigsby
11 Stanwix Street, 15th Floor
Pittsburgh, PA 15222-1319

Fax: 412.209.1966

August 19, 2003

Re: Society of Automotive Engineers – J1699-3 Task Force –
Compliance with GNU General Public License (“GPL”).

Dear Mr. Wettach:

First, let me introduce myself. John Posa is no longer representing Drew Technologies, Inc. (“DrewTech”), in connection with the SAE J1699-3 OBD II Compliance Tests Task Force, and the issues that have arisen in connection with DrewTech’s release of on-board vehicle diagnostic compliance testing computer source code (j1699.c, the “Program,” including all “works based on the Program,” as those terms are defined in the GPL) under the GNU General Public License (“GPL”). I have now undertaken this representation, and will represent DrewTech in connection with the j1699.c project.¹

It has come to our attention that the SAE has posted, on the SAE Website, a version of the j1699.c Program source code, without the appropriate copyright and license

¹It is perhaps helpful to contrast the project involving development of the j1699.c Program (i.e., on-board vehicle diagnostic compliance testing computer source code), from the separate preparation of a written manuscript, describing various information pertaining compliance with the SAE J1699-3 OBD II standard, by an SAE drafting committee. The SAE manuscript may or may not be protected by copyright at this point, but even if it is, copyright only protects the *expression* of ideas, not the ideas themselves. Feist Pubs., Inc. v. Rural Tel. Serv. Co., 499 U.S. 340, 345 (1991); Harper & Row Pubs., Inc. v. Nation Enters., 471 U.S. 539, 556 (1985). Accordingly, a computer program that enables users to test compliance with EPA/CARB on-board diagnostic standards (i.e., software that automates SAE J1699-3 OBD II compliance testing), in no way infringes any copyright on the expression (as opposed to using non-copyrightable technical information) embodied in any SAE manuscript.

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information, in violation of both (1) DrewTech's copyright on this code, and (2) the license agreement that governs all copying and distribution of this code by the SAE. We have no choice but to insist that the SAE discontinue its infringement immediately, and come into compliance at once.

That said, my role is to protect not only the rights of DrewTech as the exclusive, worldwide licensor of the Program under the GPL, but also the rights of Free Software² licensees everywhere. As part of this representation, I have sought the assistance of the Free Software Foundation ("FSF"), in an effort to help provide additional information to the Society of Automotive Engineers ("SAE") and its members, about the advantages of the GPL to the SAE, and why the SAE should strongly consider using the GPL in connection with additional standards-based projects. I hope we will have a chance to meet in person sometime soon, so we can work through any concerns the SAE may have about the j1699.c Program generally, and DrewTech's non-negotiable insistence on the GPL, in particular.

It is our sincere hope that, with the possible assistance of the FSF (although they have not yet confirmed the extent of their intended involvement in this educational project), we can help the SAE and its members understand better the concrete advantages of Free Software to the SAE, and the reasons why it is important for all licensees of Free Software

²Mike Drew, in prior correspondence, has used the terms "Open Source" and "Free Software" interchangeably. Please let me explain why I prefer not to do so, on a going-forward basis. "Free Software," specifically refers to software that is released under the GPL, or certain other specified licenses that are compatible with the definition of "Free Software," see < <http://www.gnu.org/licenses/license-list.html> >. I have included a copy of the complete GPL, for you to review. Drew Technologies, the licensor of the Program, has released it exclusively under the GPL, and not under any other terms. As such, strictly speaking, the Program and all works derivative thereof (all "works based on" the Program, as that phrase is defined in the GPL) are Free Software. All Free Software is necessarily Open Source Software ("OSS"), too. But the converse is not true. Not all OSS is Free Software. For example, software released under the Open Software License, < <http://www.opensource.org/licenses/osl.php> >, published by the Open Source Initiative, satisfies the criteria for OSS, see < <http://www.opensource.org/licenses/index.php> >, but, strictly speaking, does not qualify as "Free Software." This letter will refer to the Program (j1699.c, in all its versions) as Free Software, because this is the more technically correct term under the circumstances.

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(including the SAE) to respect and uphold the terms of the GPL.

The express condition upon which DrewTech authorized one of its employees³ to participate in the creation of j1699.c – as a precondition before he was authorized to start any work – was that the Program would be released as “Open Source” software, and not on any other terms. DrewTech has upheld its commitment on this score by releasing multiple versions of j1699.c, via Sourceforge, as Free Software under the GPL.

Although the SAE is certainly welcome to develop or commission its own, completely independent, on-board vehicle diagnostic compliance testing computer program (“New Code”), incorporating absolutely none of the original code embodied in the Program, and to release the New Code under a proprietary license, I am obligated to inform you that it will be impossible to release the Program (or any “work based on the Program” containing any part of it) under any proprietary license, or indeed, under any license other than the GPL. Accordingly, your proposal to Mr. Posa of July 7, 2003, is not among the options that can resolve this misunderstanding. Be aware that the SAE, if it elects to develop New Code, will almost certainly want to establish reliable safeguards to ensure that none of the code from the Program in any way can be incorporated into the New Code.

While independent development of New Code is certainly an option worth considering, we think that the SAE, with additional information about the benefits of the GPL and Free Software, may well come to realize that GPL licensing is highly beneficial to

³Mr. Suhre’s participation in the development of the Program, during his employment with DrewTech, was strictly in his capacity as an employee of DrewTech, and his participation in this project and development of the Program was in the scope of, and part of, his employment. Accordingly, the Program is a work made for hire. 17 U.S.C. §§ 101 (“A ‘work made for hire’ is . . . a work prepared by an employee within the scope of his or her employment . . .”), 201(b) (“In the case of a work made for hire, the employer or other person for whom the work was prepared is considered the author for purposes of this title, and, unless the parties have expressly agreed otherwise in a written instrument signed by them, owns all of the rights comprised in the copyright.”). DrewTech has not agreed to any other arrangement. The Program had already been released under the GPL prior to Mr. Suhre’s departure, meaning that all subsequent work done on the Program, and all derivatives subsequently released, must also be Free Software, no matter who has contributed to these derivatives.

the SAE and its members – so much so that SAE may even want to consider using the GPL in connection with many other projects. Indeed, we have a high level of confidence that the SAE, once it learns more about the GPL, and the advantages that the GPL offers to the SAE and its members, in connection with this and other projects, is likely to start to wonder why there was ever any controversy in the first place. We certainly wonder about this already.

After all, the GPL is about freedom – not just the freedom of DrewTech, but **the freedom of the SAE and all its members**, each as licensees. The GNU General Public License is “designed to make sure that you [the SAE, and each member, as well as any other licensee will] have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free⁴ programs; and that you know you can do these things.” GPL vrsn. 2 pmb1.

The FSF Website goes on to explain:

Free software is a matter of the users' freedom to run, copy, distribute, study, change and improve the software. More precisely, it refers to four kinds of freedom, for the users of the software:

- The freedom to run the program, for any purpose (freedom 0).
- The freedom to study how the program works, and adapt it to your needs (freedom 1). Access to the source code is a precondition for this.
- The freedom to redistribute copies so you can help your neighbor (freedom 2).
- The freedom to improve the program, and release your improvements to the public, so that the whole community benefits (freedom 3). Access to the source code is a precondition for this.

⁴Please note that no piece or part of the Program (or of any work based on the Program) can ever be used as part of any *non-free* (i.e., proprietary) new program. All new works that are based on the Program, or part of it, must be released as Free Software.

A program is free software if users have all of these freedoms. Thus, you should be free to redistribute copies, either with or without modifications, either gratis or charging a fee for distribution, to anyone anywhere. Being free to do these things means (among other things) that you do not have to ask or pay for permission.

See Free Software Definition, < <http://www.gnu.org/philosophy/free-sw.html> >.

In other words, the SAE does not have to pay DrewTech for permission to distribute the Program, so long as the SAE remains in compliance with the terms of the GPL. However, as I pointed out at the beginning of the letter, the SAE is currently publishing either the Program or a work based on the Program, without the required copyright and licensing notices, in violation of the requirements of the GPL. This the SAE may not do.

Whether or not you and the SAE currently recognize the virtue of the GPL, in this instance, any and all distribution or copying of the Program by the SAE or its members is strictly conditioned upon compliance with the GPL. Thus, we must insist that the SAE come into compliance with the GPL (including the notice provisions) immediately. If SAE fails to do so, then SAE is potentially liable – both for damages and for injunctive relief – for each and every illegal copy that has been distributed in violation of the GPL, whether or not the SAE has collected any money for any such copy. I doubt I need to remind you of the magnitude of the statutory remedies for SAE's infringement of DrewTech's copyright. So, out of respect, I'll let you refer to your own firm's customary "copyright cease and desist" boilerplate for guidance about what the courts can do to infringers.

In order to make certain that people (including the SAE and its members) are fully informed of the rights and freedoms that they enjoy under the license for the j1699.c Program, it is very important to ensure that the proper notices are included, whenever the Program (or any derivative "work based on the Program") is published. Accordingly, the license for the Program contains the following requirements (among others), which the SAE and its members (as licensees) are required to observe:

1. You [the SAE, or any licensee for that matter] may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, **provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all**

the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You the SAE or any member or any licensee] may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
 - a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
 - b) **You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License [namely, the GPL, version 2].**
 - c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement,

Tom Wettach, Esq.
Cohen + Grigsby
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Page 7

your work based on the Program is not required to
print an announcement.).

GPL vrsn 2, ¶¶ 1, 2. This is why DrewTech has insisted that the SAE must respect and comply with the terms of the GPL, whenever either the program or any derivative "work based on the Program" is published on the SAE website.

Including the proper notices (especially the Disclaimer of Warranty) is beneficial not only to DrewTech, but also to the SAE, because it makes everybody's legal rights and obligations clear. In particular, we think you understand why the SAE, when it republishes the Program, would want to make clear to any licensee that neither DrewTech, nor the SAE can be sued for money damages if the Program fails to perform in a way that some licensee expects. The copyright and license notices are also important because they help notify all licensees and end-users of their freedoms, and corresponding obligations, under the GPL.

These requirements are by no means onerous. And, we believe, the freedoms protected by the GPL are highly beneficial to the SAE and all its members. It is our strong preference not to have to enforce the requirements of the GPL in court. However, if the SAE leaves DrewTech with no choice but to do so, DrewTech remains fully prepared to do so.

By copy of this correspondence, unless you object, Drewtech will notify all members of the SAE J1699-3 OBD II Compliance Tests Task Force, of their obligations under the GPL, and the need for them to publish the mandatory copyright and license notices, too. We thank you in advance for your cooperation in this regard, and look forward to the day when everyone can work together in a cooperative spirit. Drew Technologies, Inc., respectfully reserves all rights and remedies.

Very truly yours,

Eric C. Grimm

cc: Eben Moglen, Esq.
General Counsel, Free Software Foundation
Columbia Law School
435 West 116th Street; New York City 10027

D



ALL-STATE, USA, #XJ32 210 1761 RECYCLED

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ATTORNEY AT LAW

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SECOND FLOOR

P.O. BOX 7341

ANN ARBOR, MICHIGAN 48107-7341

ADMITTED TO PRACTICE:

DISTRICT OF COLUMBIA

TEXAS

MICHIGAN

BY FACSIMILE, EMAIL, AND FIRST CLASS MAIL

SAE Copyright Administrator
SAE International
400 Commonwealth Drive
Warrendale, PA 15096-0001 - USA
email: copyright@sae.org
fax: 724-772-4891

September 18, 2003

Re: Digital Millennium Copyright Act "Takedown" Notice.

Dear Copyright Administrator:

I direct your attention to 17 U.S.C. § 512(c), in the "notice and takedown" provisions of the Digital Millennium Copyright Act ("DMCA"). I do not see "Society of Automotive Engineers" listed on the Website maintained by the Librarian of Congress, < http://www.copyright.gov/onlinesp/list/s_agents.html >.

In order for the SAE to take advantage of the DMCA "safe harbor" from financial and other remedies relating to infringing material published on your Website, you are required to have notified the Copyright Office of the contact information for the SAE's Designated Agent:

(2) Designated agent. -

The limitations on liability established in this subsection apply to a service provider only if the service provider has designated an agent to receive notifications of claimed infringement described in paragraph (3), by making available through its service, including on its website in a location accessible to the public, and by providing to the Copyright Office, substantially the following information:

(A) the name, address, phone number, and electronic

mail address of the agent.

- (B) other contact information which the Register of Copyrights may deem appropriate.

The Register of Copyrights shall maintain a current directory of agents available to the public for inspection, including through the Internet, in both electronic and hard copy formats, and may require payment of a fee by service providers to cover the costs of maintaining the directory.

15 U.S.C. § 512(c)(2). Moreover, the only person identified on the SAE Website that appears to play even a potential role as a "Designated Agent" for DMCA notices to the SAE, is the addressee to whom this letter is addressed.

Assuming that the person identified by the SAE on its Website as "Copyright Administrator," is the SAE's DMCA Designated Agent, please allow this letter to serve as a "Notice and Takedown" demand under section 512(c) of the Copyright Act.

Specifically, we notify you that the SAE Website currently carries copyrighted material in violation of the exclusive rights of Drew Technologies, Inc. Attached to a letter is a printout listing eight specific computer files that are posted on <http://forums.sae.org/>, in violation of Drew Technologies's exclusive rights. The specific files of concern (the ones that violate the copyright of Drew Technologies) are the files numbered 5, 7, 17, 18, 20, 21, 23, and 26, in the attached printout.

As counsel for Drew Technologies ("DrewTech"), I am a person authorized to act on behalf of DrewTech. DrewTech is the owner of the exclusive right that is infringed through the SAE's publication of these files without including the appropriate copyright and licensing notices – which notices must be included in order to comply with the GNU General Public License ("GPL"). DrewTech's copyrighted work has not been released under any terms other than the GPL. Hence, publication of it by the SAE Website without the required notices violates DrewTech's copyright.

SAE Copyright Administrator
SAE International
September 18, 2003
Page 3

The copyrighted work that is presently being infringed is computer software source code called j1699.c, which belongs to DrewTech because it was developed as a work for hire by an employee of DrewTech, and because DrewTech, the owner, has released the program under the GPL, and not on any other terms. The copyrighted work itself (with the proper copyright notices) can be found on Sourceforge (<http://www.sourceforge.net/>).

The infringing work published on the SAE Website is clearly identical to and/or derivative of DrewTech's copyrighted work, and does not contain the required notices - under the terms of the GPL. The specific infringing items are identified in detail in this letter by way of the attachment, and the list we have provided of identifiable, numbered items (namely, items 5, 7, 17, 18, 20, 21, 23, and 26, in the attached printout), that must either be "taken down," or, alternatively, corrected to include the necessary copyright and licensing notices.

The SAE can and will be held either directly liable for infringement or vicariously liable for the infringing activity of the person who placed the infringing items on the SAE Website (including statutory damages and other remedies available under the Copyright Act), unless the infringing material is immediately removed and/or access to it is promptly disabled.

The DMCA requires me to provide you with information reasonably sufficient to permit the service provider (namely, the SAE) to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted. This information follows:

Drew Technologies c/o Eric C. Grimm
320 South Main Street
Ann Arbor, MI 48104
734.332.4900
Fax 734.332.4901
eric.grimm@CyberBrief.net

The complaining party (Drew Technologies) has a good faith belief that use of

SAE Copyright Administrator
SAE International
September 18, 2003
Page 4

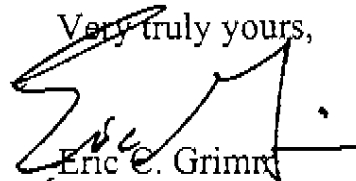
the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

The information in this notification is accurate, and I am authorized to act on behalf of the owner of the exclusive right that is being infringed by the SAE.

I declare under penalty of perjury, see 28 U.S.C. § 1746, that the foregoing is true and correct.

DATED: Sept. 18, 2003

Accordingly, on behalf of Drew Technologies, I respectfully demand that the infringing material be "taken down" immediately, as required in the DMCA.

Very truly yours,

Eric C. Grimm

cc: Tom Wettach, Esq.
COHEN + GRIGSBY
11 Stanwix Street, 15th Floor
Pittsburgh, PA 15222-1319
Fax: 412.209.1966

Weiss, Steve (SW2956)
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email: stevew@SAE.ORG
Fax: 412.776.5194

BY FACSIMILE, EMAIL, AND FIRST CLASS MAIL

SAE Copyright Administrator
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email: copyright@sae.org
fax: 724-772-4891

September 18, 2003

Re: Digital Millennium Copyright Act "Takedown" Notice.

Dear Copyright Administrator:

I direct your attention to 17 U.S.C. § 512(c), in the "notice and takedown" provisions of the Digital Millennium Copyright Act ("DMCA"). I do not see "Society of Automotive Engineers" listed on the Website maintained by the Librarian of Congress, < http://www.copyright.gov/onlinesp/list/s_agents.html >.

In order for the SAE to take advantage of the DMCA "safe harbor" from financial and other remedies relating to infringing material published on your Website, you are required to have notified the Copyright Office of the contact information for the SAE's Designated Agent:

(2) Designated agent. -

The limitations on liability established in this subsection apply to a service provider only if the service provider has designated an agent to receive notifications of claimed infringement described in paragraph (3), by making available through its service, including on its website in a location accessible to the public, and by providing to the Copyright Office, substantially the following information:

(A) the name, address, phone number, and electronic

mail address of the agent.

- (B) other contact information which the Register of Copyrights may deem appropriate.

The Register of Copyrights shall maintain a current directory of agents available to the public for inspection, including through the Internet, in both electronic and hard copy formats, and may require payment of a fee by service providers to cover the costs of maintaining the directory.

15 U.S.C. § 512(c)(2). Moreover, the only person identified on the SAE Website that appears to play even a potential role as a “Designated Agent” for DMCA notices to the SAE, is the addressee to whom this letter is addressed.

Assuming that the person identified by the SAE on its Website as “Copyright Administrator,” is the SAE’s DMCA Designated Agent, please allow this letter to serve as a “Notice and Takedown” demand under section 512(c) of the Copyright Act.

Specifically, we notify you that the SAE Website currently carries copyrighted material in violation of the exclusive rights of Drew Technologies, Inc. Attached to a letter is a printout listing eight specific computer files that are posted on <http://forums.sae.org/>, in violation of Drew Technologies’s exclusive rights. The specific files of concern (the ones that violate the copyright of Drew Technologies) are the files numbered 5, 7, 17, 18, 20, 21, 23, and 26, in the attached printout.

As counsel for Drew Technologies (“DrewTech”), I am a person authorized to act on behalf of DrewTech. DrewTech is the owner of the exclusive right that is infringed through the SAE’s publication of these files without including the appropriate copyright and licensing notices – which notices must be included in order to comply with the GNU General Public License (“GPL”). DrewTech’s copyrighted work has not been released under any terms other than the GPL. Hence, publication of it by the SAE Website without the required notices violates DrewTech’s copyright.

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SAE International
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The copyrighted work that is presently being infringed is computer software source code called j1699.c, which belongs to DrewTech because it was developed as a work for hire by an employee of DrewTech, and because DrewTech, the owner, has released the program under the GPL, and not on any other terms. The copyrighted work itself (with the proper copyright notices) can be found on Sourceforge (<http://www.sourceforge.net/>).

The infringing work published on the SAE Website is clearly identical to and/or derivative of DrewTech's copyrighted work, and does not contain the required notices – under the terms of the GPL. The specific infringing items are identified in detail in this letter by way of the attachment, and the list we have provided of identifiable, numbered items (namely, items 5, 7, 17, 18, 20, 21, 23, and 26, in the attached printout), that must either be “taken down,” or, alternatively, corrected to include the necessary copyright and licensing notices.

The SAE can and will be held either directly liable for infringement or vicariously liable for the infringing activity of the person who placed the infringing items on the SAE Website (including statutory damages and other remedies available under the Copyright Act), unless the infringing material is immediately removed and/or access to it is promptly disabled.

The DMCA requires me to provide you with information reasonably sufficient to permit the service provider (namely, the SAE) to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted. This information follows:

Drew Technologies c/o Eric C. Grimm
320 South Main Street
Ann Arbor, MI 48104
734.332.4900
Fax 734.332.4901
eric.grimm@CyberBrief.net

The complaining party (Drew Technologies) has a good faith belief that use of

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the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

The information in this notification is accurate, and I am authorized to act on behalf of the owner of the exclusive right that is being infringed by the SAE.

I declare under penalty of perjury, see 28 U.S.C. § 1746, that the foregoing is true and correct.

DATED: Sept. 18, 2003

Accordingly, on behalf of Drew Technologies, I respectfully demand that the infringing material be "taken down" immediately, as required in the DMCA.

Very truly yours,

Eric C. Grimm

cc: Tom Wettach, Esq.
COHEN + GRIGSBY
11 Stanwix Street, 15th Floor
Pittsburgh, PA 15222-1319
Fax: 412.209.1966

Weiss, Steve (SW2956)
SAE International
400 Commonwealth Drive
Warrendale, PA 15096-0001 - USA
email: stevew@SAE.ORG
Fax: 412.776.5194



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J1699-3 OB D 11 Compliance Tests Task Force Discussions and Documents

Scope: The main purpose of this Recommended Practice is to verify that vehicles are capable of communicating a minimum subset of information, in accordance with the diagnostic test modes specified in SAE J1979/ISO 15031-5 - Communication Between Vehicle and External Equipment for Emissions-Related Diagnostics.

The software specified by this document will utilize the SAE J2534 Pass-Thru Programming vehicle interface

SAE Staff Contacts:

Kristi Hansen kristi@sae.org

Debbie Brooks brook@sae.org

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Number	Title	Replies	Author	Activity Date
30.	Version 10.2.3 available		Michael Drew	07/18/03 10:59 AM
28.	Meeting Notes from June 6, 2003		Mark Zachos	07/10/03 03:43 PM
27.	SAE J1699-3 v10.2		Richard Means	06/19/03 09:35 PM
26.	J1699-3 v10.2.1 source code and executable	(2)	Kerby Suhre	06/20/03 05:01 PM
25.	Proposed Test Case Format		Michael Drew	06/11/03 03:55 PM
24.	Comments From The J1699-3 Software Review Task Force		Richard Means	06/10/03 05:45 PM
23.	J1699-3 Software and Source Code	(1)	Kerby Suhre	06/11/03 02:55 PM
22.	Draft letter Re: Software	(8)	Mark Zachos	05/22/03 12:54 PM
21.	J1699-3 v9.03 source code and executable		Kerby Suhre	04/01/03 08:03 AM
20.	J1699-3 Revision 9 software and source code		Kerby Suhre	02/25/03 01:12 PM
19.	SAE Formatted J1699-3 Document		Richard Means	01/22/03 07:33 PM
18.	J1699-3 Revision 8A Software and Source Code		Kerby Suhre	01/20/03 09:11 AM
17.	J1699-3 Revision 7 Test Code		Kerby Suhre	11/06/02 08:13 AM
16.	Toyota Comments 10-24-02		Richard Means	10/30/02 09:36 PM
15.	SAE Format		Richard Means	10/25/02 02:09 AM
14.	Comments from CARB 10-22-02		Richard Means	10/23/02 05:22 PM
13.	Siemens VDO Comments of October 8, 2002		Richard Means	10/08/02 08:41 PM
12.	Toyota Comments of October 8, 2002		Richard Means	10/08/02 08:34 PM
11.	J1699-3 Draft_Rev7.zip		Richard Means	10/08/02 03:24 PM
10.	Toyota Testing Comments - 30SEP02		Richard Means	10/02/02 07:45 PM
9.	Toyota Comments - August 19, 2002		Richard Means	09/25/02 07:21 PM
8.	J1699-3 Rev. 6		Richard Means	09/16/02 05:41 PM
7.	J1699-3 Version 6 Test Code		Kerby Suhre	09/03/02 10:26 AM
6.	Notes from SAE J1699-3 Meeting		Richard Means	08/20/02 12:05 AM
5.	J1699-3 Test Code (07/17/02)		Kerby Suhre	07/17/02 08:01 AM

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