

**INTELLECTUAL PROPERTY RIGHTS POLICY**  
**of**  
**INTERNATIONAL IP INTERCONNECTION FORUM**

**ARTICLE 1: DEFINITIONS**

The definitions in the Bylaws are incorporated by reference. The following definitions shall additionally apply to this Intellectual Property Rights (“IPR”) Policy:

**Compliant Portion** means only those specific portions of products (hardware, software or combinations thereof) or services that implement and are compliant with all relevant portions of a Specification.

**Contribution** means a submission to or for a Work Group, a Support Group or the Board of Directors (a) for inclusion in a Draft Deliverable or (b) proposing an addition to or modification of an existing Deliverable or a new Deliverable or portion thereof, provided that the submission is either (i) submitted in writing (including a writing in electronic medium) or (ii) stated orally, memorialized with specificity in the written minutes of a Work Group, Support Group or Board of Directors meeting, and attributed in the meeting minutes to the submitting Member, provided that the minutes are promptly provided to the individual representing the Member, unless the submitting Member withdraws its submission in writing as soon as practicable and, in any event, no later than forty-five (45) days of receipt of such written minutes.

**Necessary Claims** means those claims of all patents and patent applications, other than design patents and design registrations, throughout the world which a Member or its Affiliates has the right, any time during the term of membership, to grant licenses of the nature agreed to be granted herein without such grant resulting in payment of royalties or other consideration to third parties (except for payments to Affiliates or employees), which claims are necessarily infringed by an implementation of a Specification adopted and approved for release by the Corporation, where such infringement could not have been avoided by another commercially feasible non-infringing implementation of such Specification. Necessary Claims do not include any claims other than those set forth above even if contained in the same patent as Necessary Claims.

## **ARTICLE 2: CONFIDENTIALITY**

### **SECTION 2.1 LIMITATION ON THE SCOPE OF DISCLOSED INFORMATION**

The Members acknowledge that they will not disclose or exchange information as part of Corporation activities among themselves unless such disclosure is necessary in order to achieve the lawful purposes of the Corporation. All information disclosed as a part of the Corporation's activities shall be deemed non-confidential except as may be provided below or as otherwise agreed to in a written agreement between the affected parties.

### **SECTION 2.2 CONFIDENTIAL INFORMATION**

From time to time a Member may deem it necessary to disclose information to the other Members which such Member considers confidential or proprietary ("Confidential Information"). In such instances the relevant information may be disclosed in confidence and shall be considered Confidential Information of the disclosing party if, and only if, the information is specifically designated as Confidential Information by the disclosing party at the time of disclosure; provided, however, that information shall be deemed confidential if a Member inadvertently discloses Confidential Information which was not identified as confidential at the time of disclosure but notifies all Members to whom such Confidential Information has been disclosed (in accordance with the notification process in this Article 2) of the disclosing Member's intention to maintain the confidentiality of such previously disclosed Confidential Information and the receiving Members have not disseminated the subject information outside of their Member organization prior to receiving such notice. Any such designation shall be effected by (a) marking any information disclosed in writing in a manner which indicates it is the Confidential Information of the disclosing party; or (b) by orally indicating that any information disclosed orally is the Confidential Information of the disclosing party and then within ten (10) days providing all other Members with a written summary of the orally disclosed Confidential Information so that such Confidential Information is more easily identified. By disclosing Confidential Information a Member agrees that should any such Confidential Information be necessarily or inferentially disclosed by a Deliverable adopted by the Corporation, such Member shall allow publication of such Deliverable.

All information disclosed by Members prior to the adoption of this IPR Policy directly for the purposes of the Corporation shall be governed by the provisions of this Section 2.2.

All information developed by the Corporation shall be deemed the Confidential Information of the Corporation until made publicly available. All works in progress, minutes of Board of Directors' meetings, minutes of Work Groups and Support Groups, Draft Deliverables and attorney work product shall in all cases be deemed Confidential Information of the Corporation.

### **SECTION 2.3 NONDISCLOSURE**

With respect to Confidential Information, the receiving party agrees, for a period of three (3) years, to use the same care and discretion to avoid disclosure, publication, and dissemination outside the receiving party and its subsidiaries, contractors and consultants as the receiving party employs with its own Confidential Information, but no less than reasonable care. Any disclosure

by a receiving party to its subsidiaries, contractors and consultants must be subject to an obligation of confidentiality at least as restrictive as those contained in this Article 2. The foregoing obligation shall not apply to any information which is: (a) already known by the receiving party prior to disclosure; (b) publicly available through no fault of the receiving party; (c) rightfully received from a third party without a duty of confidentiality; (d) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (e) independently developed by the receiving party; (f) disclosed pursuant to the order of a court or other authorized governmental body, or as required by law, provided that the receiving party provides reasonable prior written notice to the disclosing party, and cooperates with the disclosing party, so that the disclosing party has the opportunity to oppose any such order; or (g) disclosed by the receiving party with the disclosing party's prior written approval.

Notwithstanding anything to the contrary herein, any Member shall be free to use the residuals of Confidential Information for any purpose including use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term "residuals" means that Confidential Information in nontangible form, which may be retained in the memories of individuals who have had rightful access to such Confidential Information under this provision of this IPR Policy. It is understood that receipt of Confidential Information under this IPR Policy shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of a Member within Member's organization. However, this Section 2.3 shall not be deemed to grant to any party a license under the other party's copyrights or patents.

Nothing contained herein shall preclude the Corporation from entering into nondisclosure agreements with third party non-Members.

#### **SECTION 2.4 EFFECT OF MEMBER WITHDRAWAL**

After withdrawal from the Corporation for any reason, a former Member has a continuing duty under this Article 2.

#### **ARTICLE 3: COPYRIGHTS**

The Members grant to the Corporation a worldwide, irrevocable, nonexclusive, nontransferable copyright license to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform the Contributions of the granting Member for the purposes of developing, publishing and distributing Deliverables and related materials, as well as products based on such documents.

#### **ARTICLE 4: TRADEMARKS**

In the event that the Corporation proposes to adopt any other name or logo as a trademark or trade name (collectively "Trademarks"), the Corporation shall notify the Members in writing of the proposal. The Corporation shall take such steps as the Board of Directors deems necessary and proper to protect its rights under such Trademarks adopted for use by the Corporation. In furtherance thereof, the Board of Directors shall establish and disseminate

reasonable conditions and procedures for the licensing and use of such Trademarks, demonstrably free of any unfair discrimination among the Members.

## **ARTICLE 5: PATENT LICENSING POLICY**

### **SECTION 5.1 SPECIFICATION NOTICE, REVIEW AND MEMBER WITHDRAWAL**

#### (a) Review

The Corporation intends to adopt Work Group and Support Group Procedures. Without limiting the terms of the Work Group and Support Group Procedures, upon receipt of a Draft Specification from a Work Group, the Member, on behalf of itself and its Affiliates, shall use commercially reasonable efforts to disclose, in writing to the Work Group, the existence of any claims of any of its patents or patent applications that may be Necessary Claims that are personally known to the representative acting on behalf of such Member with respect to the Corporation within forty-five (45) days of the distribution of the Draft Specification to the individual acting on behalf of the Member. While there is no requirement for a Member to review their patent portfolio for Necessary Claims beyond this disclosure review, Members are put on notice that unless they withdraw from the Corporation in accordance with Section 5.1(b) and 5.6, the Member is committing to the licensing provisions of Section 5.2.

#### (b) Withdrawal

Any Member may withdraw from membership in the Corporation, pursuant to this subsection, if that Member determines that the Draft Specification contains Necessary Claims which that Member is unwilling to license to the other Members pursuant to Section 5.2. A Member wishing to exercise the right to withdraw under this provision must deliver notice of withdrawal not later than forty-five (45) days after the distribution of the Draft Specification to the individual acting on behalf of the Member.

#### (c) New Members

If, during the review period stated in Section 5.1(a), a prospective Member applies for membership in the Corporation, then, subject to the execution of such confidentiality and/or nondisclosure agreements as the Corporation may determine necessary, such prospective Member shall be permitted not less than forty-five (45) days to review the Draft Specification then under review for any and all Necessary Claims and to agree in a separate affirmative writing to be committed to the licensing provisions of Section 5.2 as to such pending Draft Specification if it is adopted by the Corporation. Failure to provide such written affirmation shall be deemed a withdrawal of the prospective Member's application for membership.

### **SECTION 5.2 LICENSING OF MEMBER PATENT RIGHTS**

When the Member or its Affiliate makes a Contribution to a Specification of the Corporation, including revisions thereto, or when the Corporation adopts and approves for release a Specification, the Member and its Affiliates hereby agree to grant to other Members and their Affiliates under reasonable terms and conditions (which may include defensive suspension) that are demonstrably free of any unfair discrimination, a nonexclusive,

nontransferable, worldwide license under its Necessary Claims to allow such Members to make, have made, use, import, offer to sell, lease and sell and otherwise distribute Compliant Portions, provided that such agreement to license shall not extend to any part or function of a product or service in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion. Notwithstanding the foregoing, no Member shall be required to grant a license pursuant to this Section 5.2 with respect to: (a) any enabling technologies that may be necessary to make or use any product or service or portion thereof that complies with a Specification, but are not themselves expressly set forth in that Specification (e.g. semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, database technology, etc.) or (b) any portion of any product or service and any combinations thereof the sole purpose or function of which is not required in order to be a Compliant Portion. Each Member agrees that it will not transfer, and have not transferred, patents having Necessary Claims for the purpose of circumventing this Section 5.2.

### **SECTION 5.3 RECIPROCITY**

The provisions of Section 5.2 concerning the grant of patent licenses between Members shall not be effective as to any other Member or that other Member's Affiliates, if that Member or its Affiliates do not, in fact and practice, make the patent license grant of Section 5.2 available to the other Members and their Affiliates.

### **SECTION 5.4 RETENTION OF RIGHTS**

Nothing contained in this Article 5 shall be deemed as requiring a Member or its Affiliates to grant or withhold a non-exclusive license or sublicense of an individual Member's patents containing Necessary Claims to non-Members on such terms as the Member or its Affiliates may determine.

### **SECTION 5.5 TRANSFER OF NECESSARY CLAIMS**

Any transfer by Member or its Affiliates to an unaffiliated third party of a patent having Necessary Claims shall be subject to: (a) the terms and conditions of this IPR Policy; (b) the agreement to grant licenses by the Member to other Members and their Affiliates pursuant to Sections 5.2 and 5.3 ; and (c) to the extent that a Member transferring a patent or patents having Necessary Claims has failed to enforce its right to charge royalties per Section 5.2, the right to past royalties accrued prior to the date of said transfer shall be deemed waived.

### **SECTION 5.6 SURVIVAL OF AGREEMENT TO GRANT LICENSE**

Notwithstanding the dissolution of the Corporation or a Member's termination or nonrenewal of its membership in the Corporation, a Member's agreement to grant a license as provided in Sections 5.2 and 5.3 shall remain in full force and effect for Specifications adopted during such Member's membership and for: (a) any Necessary Claim to a Contribution made to a later adopted Specification or any Necessary Claim to a later adopted Specification that was in a Draft Specification that had completed the review of Section 5.1 without withdrawal notice by the Member under Section 5.1(b) where such Specification was adopted before the effective date of dissolution or before the effective date of a Member's termination or expiration of

membership; and (b) any Necessary Claims to a Specification adopted by the Corporation after the effective date of the Member's termination or expiration of membership that (i) are necessary for the future Specification to be backwards compatible with the prior Specifications, and (ii) are used in a substantially similar manner and to a substantially similar extent with a substantially similar result as the same Necessary Claims were used in a prior Specification for which the Member is obligated to grant licenses. In no event is a withdrawn Member obligated to license any additional Necessary Claims under this Article 5. A withdrawn Member shall remain entitled to reciprocity pursuant to Section 5.3 so long as that withdrawn Member remains obligated to license any Necessary Claims under this Article 5. This agreement to the survival of reciprocal licensing shall extend to all Members, including Members who become Members after the effective date of a departing Member's termination or expiration.

#### **ARTICLE 6: OWNERSHIP OF INTELLECTUAL PROPERTY**

Each Member shall retain ownership (including, but not limited to, the right to publish or distribute without any obligation of confidentiality) of any of its Contributions that such Member offers for use in the development of or for inclusion in Deliverables, as well as of such Member's implementations of the technologies described in a Specification. Where two or more Members jointly develop Contributions or intellectual property appurtenant thereto (such as copyrights or patent rights) as part of their work in the Corporation, such Members shall jointly own any such Contributions and intellectual property without any obligation of accounting to each other or to the other Members. To the extent to which a Deliverable constitutes a copyrightable work distinct from any Member's copyright interests in the Contributions included as part of such Deliverable from which they are derived, the copyright in such Deliverable shall be owned by the Corporation.

#### **ARTICLE 7: NO OTHER LICENSES**

Except as explicitly set forth in this IPR Policy, a Member is not required to grant any other Member or third party any rights or licenses to any patents, copyrights, trademarks, trade secrets or other intellectual property rights of such Member.