

FAIRHAIR WORK GROUP (FHWG)
INTELLECTUAL PROPERTY RIGHTS POLICY

This Intellectual Property Rights Policy (“IPR Policy”) is entered by and among each company that has executed a Fairhair Work Group (“FHWG”) Participant Agreement, thereby agreeing to be bound by the terms hereof, and is effective on the date such party (each a “Participant”) executes the FHWG Participant Agreement (“Effective Date”).

This IPR Policy governs the rules for the IPR of the FHWG. The FHWG is an activity managed by OCF and established by the approved charter for the FHWG (“FHWG Charter”). This IPR Policy applies to Participants. Entering into this IPR Policy is a precondition to making any Contributions (as such term is defined in Section 2 below) to the FHWG.

Each Participant hereby agrees as follows:

Any undefined capitalized terms used herein shall have the meaning set forth in the OCF Bylaws (“Bylaws”), the FHWG Participation Agreement or the OCF Operational Guidelines Document (“the OGD”), and shall be deemed incorporated herein by reference as if fully set forth below. In the event of a conflict between defined terms or other terms and conditions, the following order of precedence shall govern: (1) this IPR Policy; (2) the Bylaws; (3) the FHWG Participation Agreement; and (4) the OGD.

SECTION 1 DEFINITIONS

1.1 **“Approved SDO”** means an appropriate standards body or consortium as determined by the Board of Directors of OCF to which the Final Specification or portions thereof, including but not limited to text, design features, tables or any information extracted or compiled from a Final Specification may be contributed or proposed under Section 8.

1.2 **“Specification Contribution”** means a submission to the FHWG or the proposal of an addition to or modification of an existing Draft Specification or Final Specification, or portion thereof, provided that the submission is either (i) submitted in writing (including a writing in electronic medium) and marked as a “Contribution”, unless (a) such submitting contributor withdraws its submission in writing as soon as practicable and in any event, no later than fourteen (14) days of its submission, or (b) another FHWG Participant objects in writing within fourteen (14) days of the submission, or (ii) stated orally, memorialized with specificity in the written minutes of the FHWG, and attributed in the meeting minutes to the submitting contributor, provided that the minutes are promptly provided to and approved by the submitting contributor, unless (a) such submitting contributor withdraws its submission in writing as soon as practicable and in any event, no later than fourteen (14) days of receipt of the written minutes, or (b) another FHWG Participant objects in writing within fourteen (14) days of receipt of the written minutes.

1.3 **“Compliant Portion”** means only those specific portions of products or services that: (i) implement and are compliant with a Final Specification, (ii) have met the Mandatory Compliance Testing and Certification requirements set forth in Section 4.8 of the OGD, if any, and (iii) are within the bounds of the Scope.

1.4 **“Draft Specification”** means all versions of a document designated as a Draft Specification by the FHWG and all Specification Contributions thereto.

1.5 **“Final Specification”** means a Draft Specification that has been adopted by the Steering

Committee of FHWG and the Board of Directors of OCF . For purposes of this definition, the Final Specification shall not include any implementation examples unless such implementation examples are expressly identified as being subject to the patent licenses contemplated herein.

1.6 **“Necessary Claim(s)”** means one or more claims of a Patent that (i) at any time during the term of this IPR Policy, are both (A) owned or controlled and (B) licensable by a FHWG Participant or any of its Affiliates; and (ii) would be necessarily infringed by implementing the Normative Requirements of a Final Specification within the bounds of the Scope, wherein a patent claim is “necessarily infringed” because there is no commercially reasonable non-infringing alternative for implementing one or more Normative Requirements of the Final Specification within the bounds of the Scope. Notwithstanding the foregoing sentence, Necessary Claims do not include any claims (a) other than those set forth above even if contained in the same patent or patent application as Necessary Claims; (b) that read solely on any implementations of any or all portions of the Final Specification that are not within the bounds of the Scope; or (c) that would require a payment of royalties by the licensor to any unaffiliated third party. As used herein, the term “Patent” means all classes or types of patents (including, without limitation, originals, divisionals, continuations, continuations-in-part, extensions or reissues) throughout the world. The term “Patent” further includes utility models, inventor’s certificates, and similar rights, whether issued or registered, with respect to the protection of inventions and discoveries.

1.7 **“Normative Requirements”** means those portions of the Final Specification, including text, design features, and tables, that are expressly identified as required for compliance with the Final Specification including portions of the Final Specification that are identified as required for compliance with an optional or alternative portion. For clarity, those portions of the Final Specification, including any portions of an optional or alternative portion thereof, which are designated by the terms “must”, “shall”, “mandatory”, “normative” or “required” are expressly identified as being required for compliance under this Section 1.7.

1.8 **“Open Source Code”** means code that is made available under an open source license in accordance with Section 5 below.

1.9 **“Scope”** means protocols, functions, application program interfaces, protocol adaptation layers, input parameters, data structures, services (including web services, web resources and software modules), and descriptors of firmware, in each case only as described in a Final Specification and only to the extent that: (1) they are described with particularity and as Normative Requirements in such Final Specification; and (2) the sole purpose of such description is to enable Compliant Portions of products to interoperate, interconnect or communicate as defined within such Final Specification. Notwithstanding the foregoing, the Scope shall not include (a) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Final Specification, but are not themselves expressly set forth in a Final Specification (e.g., semiconductor manufacturing technology, semiconductor packaging technology, processor architecture/microarchitecture, processor instruction sets, compiler technology, etc.); or (b) the implementation or use of other specifications published and made available by any other standards body, but referred to in the body of a Final Specification and not first developed in OCF, even if required for compliance with the Final Specification; or (c) any portions of any product and any combinations thereof the purpose or function of which is not required for compliance with a Final Specification; or (d) reference or informational portions of the Final Specification.

1.10 **“Specification”** (whether a Draft Specification or a Final Specification) means the specifications for technological solutions for an IP based communication technology for resource constrained end-devices of Building Automation & Control Systems (BACS) and Lighting Control Systems (LC), to be developed by the Participants as a part of their activities in the FHWG.

SECTION 2 REVIEW OF DRAFT SPECIFICATION

2.1 Review of Draft Specifications. During the course of developing a Final Specification, if the chairperson of the Steering Committee of the FHWG determines, in accordance with procedures to be approved by the Board of Directors of OCF, that a Draft Specification is sufficiently substantial and defined so as to provide for meaningful review by the FHWG Participants, he or she may direct the Executive Director of OCF (the “Executive Director”) to initiate a review. Upon receipt of such direction, the Executive Director shall distribute to each FHWG Participant a notice of review period and a complete draft of the Draft Specification that is the subject of such notice (“Review Notice”). Each FHWG Participant, on behalf of itself and its Affiliates, shall have sixty (60) days following the date of the receipt of such Review Notice (“Review Period”) to review such Draft Specification and consider any potential licensing obligations that may accrue with respect to any Necessary Claims if the Draft Specification is adopted as a Final Specification. It is anticipated that one or more Review Periods shall occur during the course of developing a Final Specification.

2.2 New FHWG Participant Reviews. A new FHWG Participant shall be permitted no more than sixty (60) days to review the Fairhair Alliance prior-adopted specifications that have been licensed to OCF for the purpose of the FHWG managed activity and any Draft Specification then under review by the FHWG for any and all Necessary Claims. At the end of such period, the FHWG Participant shall be bound by the licensing obligations herein with respect to all prior-adopted Fairhair Alliance specifications and the Specifications under development by the FHWG or the new FHWG Participant may withdraw prior to the end of the sixty day period as a FHWG Participant and not be bound by the licensing obligations hereunder. For the avoidance of doubt, a new FHWG Participant will not be permitted to file a licensing exclusion notice with respect to prior-adopted Fairhair Alliance specifications or FHWG Specifications.

2.3 Patent Searches. The obligations set forth in this IPR Policy do not imply any obligations on FHWG Participants to perform or conduct patent searches. Further, nothing in this IPR Policy or the act of a FHWG Participant submitting or approving a Specification Contribution to a Draft Specification will be construed or otherwise interpreted as any express or implied representation that such FHWG Participant does or does not hold any patents or patent applications which contain Necessary Claims.

SECTION 3 LICENSING OF FHWG PARTICIPANT’S INTELLECTUAL PROPERTY RIGHTS

3.1 Limited Obligation to Grant Patent Royalty-Free License. Absent an election under Section 4.1 and compliance with Section 4.2, and subject to the terms and conditions herein, effective upon adoption of a Final Specification, each FHWG Participant and its Affiliates agrees to grant to all other FHWG Participants and their Affiliates and to third parties (a granting FHWG Participant or its Affiliates is hereinafter referred to as “Licensor” and a party receiving a license is hereinafter referred to as “Licensee”) a nonexclusive, nontransferable, worldwide, royalty-free license (without the right to grant a sublicense) under Licensor’s Necessary Claims solely to make, have made, use, import, and directly and indirectly sell and offer to sell, and otherwise distribute and dispose of Compliant Portions by themselves or in or with Licensee products integrating such Compliant Portions; provided that such license does not extend to any part or function of a product (other than the Compliant Portion therein) in which a Compliant Portion is incorporated but that is not itself part of the Compliant Portion (the “Obligation to Grant Royalty-Free License”). Licensor may condition its royalty-free license upon Licensee’s grant of the same reciprocal license on a royalty-free basis.

3.2 Reasonable and Non-Discriminatory License Obligation for Excluded Necessary Claims. Subject to the terms and conditions of this Agreement, effective upon adoption of the Final Specification, each

FHWG Participant that has availed itself of the provisions of Section 4.1 and which has fully complied with the provisions of Section 4.2 instead of complying with the Obligation to Grant Royalty-Free License in Section 3.1, agrees to grant to all FHWG Participants and their Affiliates and third parties a nonexclusive, nontransferable, worldwide license (without the right to grant a sublicense) under its Necessary Claims excluded from any license grant pursuant to Section 4.2 of this IPR Policy solely to make, have made, use, import, and directly and indirectly sell and offer to sell, and otherwise distribute and dispose of Compliant Portions by themselves or in or with Licensee products integrating such Compliant Portions; provided that such license need not extend to any part or function of a product (other than the Compliant Portion therein) in which a Compliant Portion is incorporated but that is not itself part of the Compliant Portion.

Such license shall be granted on reasonable and non-discriminatory terms (which may include a reasonable royalty rate), provided that such license grant may be conditioned upon, among other things, (i) Licensee's grant of a reciprocal license for all of its Necessary Claims (relating to a Final Specification) under reasonable and nondiscriminatory terms and conditions (which may include a reasonable royalty rate), or (ii) the inclusion of a defensive suspension provision.

3.3 Retention of Rights. Nothing contained in this Section 3 shall be deemed as requiring a FHWG Participant or its Affiliates to grant or withhold any license or sublicense of an individual FHWG Participant's patents containing Necessary Claims to non-FHWG Participants.

3.4 No Other License. The FHWG Participants agree no license, immunity or other right is granted under this IPR Policy by any FHWG Participant or its Affiliates to any other FHWG Participant or their Affiliates or to OCF, either directly or by implication, estoppel or otherwise, other than the licenses in Section 3.1 and Section 3.2.

3.5 Authority to Grant Licenses; No Attempt to Circumvent. Each FHWG Participant hereby represents and warrants that it has the power and authority to bind itself and all of its Affiliates to the obligations contained herein, including without limitation, the obligation to grant the licenses as set forth in this IPR Policy. Each FHWG Participant further represents and warrants and agrees that it has not and will not, for the purpose of circumventing the obligation to grant the licenses contained in this IPR Policy, intentionally transfer, encumber or take any other action with respect to either (a) its Necessary Claims or (b) its patent applications or inventions that such FHWG Participant reasonably believes may become Necessary Claims.

3.6 Transfer of Necessary Claims. Any transfer by a FHWG Participant or its Affiliates to an unaffiliated third party of a Patent having Necessary Claims shall be subject to the terms and conditions of this IPR Policy. A FHWG Participant may choose the manner in which it complies with this Section, provided that any agreement for transferring or assigning Necessary Claims includes a provision that such transfer or assignment is subject to existing licenses and obligations to license imposed on the FHWG Participant by standards bodies, specification development organizations, or similar organizations (or language of similar import).

3.7 Copyrights. Each FHWG Participant and its Affiliates hereby grants to OCF a worldwide, irrevocable, non-exclusive, non-transferable (except as otherwise provided in the Bylaws), sub-licensable, royalty-free copyright license to reproduce, create derivatives, distribute, display, perform and edit the Specification Contributions of the FHWG Participant solely for the purposes of developing, publishing, and distributing (i) Final Specifications; (ii) products incorporating Compliant Portions based on such Final Specifications; and (iii) submissions to an Approved SDO. Subject to the FHWG Participant's copyright ownership in their Specification Contributions, OCF shall own all right, title, and interest in the

compilation of Specification Contributions forming the Final Specifications and related works. Upon the release of a Final Specification, OCF grants and agrees to grant each FHWG Participant and its Affiliates a worldwide, non-exclusive, royalty-free copyright license to reproduce, distribute and display such Final Specification as reasonably necessary to implement such Final Specification. FHWG Participant are allowed to disclose Specification Contributions and Final Specifications to internal contractors on a need-to-know basis, subject to the execution of confidentiality and/or nondisclosure agreements. This Section 3.7 shall survive any termination of participation in OCF of such granting FHWG Participant.

SECTION 4 LICENSING EXCLUSIONS

4.1 Excluding Patents from Obligation to Grant Royalty-Free License during Review Period. Except for prospective Necessary Claims encompassed by a FHWG Participant's Specification Contributions if such Specification Contribution(s) were adopted in a Final Specification, FHWG Participant may, following the procedure described in Section 4.2 below, within the Review Period, expressly and with specificity seek to exclude such FHWG Participant's prospective Necessary Claims from its Obligation to Grant Royalty-Free License under Section 3.1 and instead opt to license such excluded prospective Necessary Claims under a RAND licensing obligation pursuant to Section 3.2. FHWG Participant and their Affiliates may seek to opt out and select the RAND licensing obligations pursuant to Section 3.2 no more than four (4) times total (regardless of how many Final Specifications are adopted) in any 60-month period. For clarity, opting out for the RAND licensing obligation by a FHWG Participant counts also as an opting out by the FHWG Participant's Affiliates and vice versa in determining the number of opt-outs requested.

4.2 Conditions and Procedure for Excluding Patents from Obligation to Grant Royalty-Free License. A FHWG Participant seeking to exclude Necessary Claims from its Obligation to Grant Royalty Free License in accordance with Section 4.1 must provide written notice of such intent (an "RF Exclusion Notice") to the Executive Director within the Review Period and the RF Exclusion Notice shall be effective upon its receipt by the Executive Director. The RF Exclusion Notice shall include (1) the patent number(s) or title and application number(s), as the case may be, for each of the issued patent(s) or pending patent application(s) that a FHWG Participant reasonably believes at the time may contain Necessary Claims the FHWG Participant wishes to exclude from its Obligation to Grant Royalty-Free License (2) the patent claims that the FHWG Participant wishes to exclude from its Obligation to Grant Royalty-Free License, and (3) a mapping showing the correspondence of the claims of such Patents identified in the RF Exclusion Notice to specific sections of the Draft Specification or the pending (non-adopted) Final Specification that the FHWG Participant believes the patent claims relate. For avoidance of doubt, FHWG Participant are not allowed to opt out with respect to any of the FHWG Participant's Necessary Claims without specifically identifying them as provided herein. If an issued Patent that may contain Necessary Claims is not set forth in the RF Exclusion Notice such Necessary Claims shall continue to be subject to the FHWG Participant's Obligation to Grant Royalty-Free License. Further, such RF Exclusion Notice shall not be effective to exclude Necessary Claims in either (i) a Final Specification adopted prior to the Executive Director's receipt of such RF Exclusion Notice or (ii) a portion of a Draft Specification for which a Review Period has been completed prior to the Executive Director's receipt of such RF Exclusion Notice. RF Exclusion Notices must be submitted in the form of Appendix "A" hereto. All RF Exclusion Notices shall be published to the FHWG Participants as soon as practicable after their receipt by the Executive Director, and an attempt to address the issue will be made by the FHWG.

[SECTION 5 OPEN SOURCE SOFTWARE CONTRIBUTIONS

FHWG Participants may make Code Contributions to an open source project. As used herein, the term "Code Contribution" means a submission by a FHWG Participant proposing an initial base of OCF

Open Source Code or an addition to or modification of Open Source Code provided that the submission is of a form to be deemed acceptable and non-confidential by OCF. When making a Code Contribution, FHWG Participant may include a Developer Certificate of Origin, as specified in Appendix “B” hereto.]

SECTION 6 SURVIVAL OF OBLIGATION TO GRANT LICENSES AND RIGHT TO RECEIVE LICENSES AFTER TERMINATION

6.1 Survival of Obligation to Grant Licenses. A FHWG Participant whose participation in the FHWG has terminated shall continue to be obligated to grant licenses as provided in Section 3.1 and/or 3.2 for (i) any Necessary Claims in a Final Specification adopted prior to the effective date of such FHWG Participant’s termination; (ii) any Necessary Claims in such terminating FHWG Participant’s Specification Contributions incorporated in any Final Specification adopted prior to or after the effective date of such FHWG Participant’s withdrawal, and (iii) any Necessary Claims in any Draft Specification for which a License Review Period has been completed prior to the effective date of such FHWG Participant’s termination if the Necessary Claims are subsequently embodied in a Final Specification. The survival of licenses shall apply if the terminating FHWG Participant undergoes bankruptcy.

6.2 FHWG Participant’s Right to Receive Licenses after Termination. All obligations of all other FHWG Participant under this IPR Policy shall cease with respect to a terminating FHWG Participant effective as of the effective date of such FHWG Participant’s termination of its participation in FHWG, except that any licenses previously granted to such terminating FHWG Participant or its Affiliates prior to the effective date of such FHWG Participant’s termination (or any license agreements previously entered into in accordance with Section 3.2) shall survive in accordance with their terms; provided, however, that the licenses granted to such terminating FHWG Participant for any Necessary Claims in a Final Specification that has been finally adopted prior to the effective date of such FHWG Participant’s termination shall continue to survive solely to the extent that such terminating FHWG Participant continues to grant reciprocal licenses under the same or similar terms and conditions as set forth in this IPR Policy; and provided further that to the extent that a non-terminating FHWG Participant grants a reciprocal license to a terminating FHWG Participant, such license shall not survive with respect to any Necessary Claims in any portion of a Final Specification added or changed after the effective date of such terminating FHWG Participant’s termination.

SECTION 7 EXCEPTION IN THE EVENT OF NONCOMPLIANCE

The licenses in Section 3.1 and Section 3.2 which survive under Section 6 shall terminate completely as to any Final Specification for which the definition of Scope has been changed to be different than the definition of Scope that was in effect prior to the effective date of the FHWG Participant’s termination or expiration of participation in FHWG, or prior to the effective date of dissolution of the FHWG or OCF.

SECTION 8 SUBMISSION TO APPROVED SDO

Upon a three-quarters (3/4) majority vote of all members of the Board of Directors of OCF and majority of the Steering Committee members of the FHWG, the Final Specification or portions that may include text, design features, tables or any information extracted or compiled from a Final Specification may be contributed or proposed to an Approved SDO. In such case, each FHWG Participant agrees (i) that it will comply with the Approved SDO disclosure, licensing and other commitments and obligations, and (ii) that the patent licenses set forth in Section 3.1 and Section 3.2 will continue to be effective with respect to the unmodified portions of the Final Specification that are contributed to and adopted as a standard or specification of such Approved SDO even if such Approved SDO permits FHWG Participant to make licensing elections different from those in Section 3.1. For purposes of clarification, if the text of

a Final Specification is changed to comply with the Approved SDO format rules or naming or other conventions and no FHWG Participant's patent licensing obligation(s) are thereby modified in any material respects, such change shall not be deemed to be a modification within the meaning of this Section 8. Notwithstanding the foregoing, a Final Specification may only be contributed to an Approved SDO with a more onerous licensing obligation than set forth in Section 3.1 upon unanimous consent of the Board of Directors of OCF. For the purpose of this IPR Policy, "a more onerous licensing obligation" means a standards development organization intellectual property rights policy that obligates its participants or members to license intellectual property on a royalty free basis and does not have a mechanism whereby participants and members can elect to exclude Necessary Claims not relating to Specification Contributions from its royalty free patent licensing obligation by way of a disclosure mechanism substantially similar to the one set forth in Section 4.2.

SECTION 9 AMENDMENTS

This IPR Policy may be altered, amended or repealed, or a new IPR Policy may be adopted at any regular or special meeting of the Board of Directors of OCF by an affirmative vote of at least three-fourths (3/4) of all members of the Board of Directors, provided that the Steering Committee of FHWG has also approved such amendment. Notwithstanding the foregoing, no alteration, amendment or repeal of this IPR Policy shall be effective until the thirty-first (31st) day after notice, which notice may be by electronic means.

SECTION 10 GENERAL PROVISIONS

10.1 Confidentiality of Specifications. Draft Specifications, Final Specifications pending adoption and, unless otherwise agreed by the Board of Directors of OCF, adopted Final Specifications are OCF Confidential Information and, as such, are subject to Sections 1.2 and 16 of the Bylaws. FHWG Participants are also subject to the confidentiality sections of Sections 1.2 and 16 of the OCF Bylaws and may be required to sign a separate agreement as a condition of participation in the FHWG, if requested by the Board of Directors of the OCF. The Board of Directors of OCF may agree that portions of a Draft Specification, Final Specification pending adoption, and adopted Final Specifications are non-confidential, for the purposes of allowing Code Contributions to an open source project. Without limiting the foregoing, FHWG Participants may use such Confidential Information in products or software implementations, provided however, that such use may not include a release of the Confidential Information itself unless approved by the Board of Directors of OCF pursuant to the preceding sentence.

10.2 Consideration. FHWG Participants acknowledge that their consideration for participation in FHWG and the benefits of participation in FHWG constitutes partial consideration for the license rights granted under this IPR Policy.

10.3 Governing Law. This IPR Policy shall be construed and controlled by the laws of the State of Delaware without reference to conflict of laws principles. FHWG Participants agree to accept personal jurisdiction in the State and Federal courts of Delaware.

10.4 No Warranty. All parties acknowledge that all information provided as part of the Draft Specification and/or Final Specification development process and the Draft Specification and/or Final Specification itself are all provided "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

10.5 Limitation of Liability. IN NO EVENT WILL OCF, ANY PARTY HERETO OR ANY OTHER FHWG PARTICIPANT OR MEMBER OF OCF BE LIABLE TO ANY OTHER PARTY OR FHWG PARTICIPANT FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY PARTY INCLUDING THIRD PARTIES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

10.6 Effect of Divestiture. In the event that an Affiliate ceases to be an Affiliate, such as by divestiture, then, if such former Affiliate becomes a FHWG Participant within ninety (90) days from the date the Affiliate status ceases, then all licenses shall continue uninterrupted. If such former Affiliate does not so sign-up, then Section 6 hereof shall apply with the former Affiliate to be considered the same as a terminating FHWG Participant.

10.7 Adherence to Established Work Group Procedures. Participants will adhere to the established work group procedures as may be adopted by the OCF Board of Directors from time to time for the FHWG, or portions of the OGD that are designated as applicable to the FHWG.

APPENDIX "A"
FORM FOR RF EXCLUSION NOTICE

Open Connectivity Foundation ("OCF")
RF Exclusion Notice for FHWG Participants

Please return this Notice via mail, e-mail,
or fax to:

Open Connectivity Foundation
OCF Executive Director
3855 SW 153rd Drive
Beaverton, Oregon 97003
Tel: +1.503.619.
Fax: +1.503.644.6708
Email: admin@openconnectivity.org

Notice Submission Date: _____

Section 1. Representative Contact Information

Name of FHWG Participant: _____

Name of Representative submitting this Notice: _____

Representative's Mailing Address: _____

Representative's Telephone Number: _____

Representative's Email Address: _____

Section 2. Draft Specification(s) Provided for Review

Name of Draft Specification(s): _____

Name of Work Group that authored the Draft Specification(s): _____

Section 3. Submitter's Necessary Claims Exclusion

Pursuant to the FHWG Intellectual Property Rights Policy ("IPR Policy"), the FHWG Participant wishes to exclude the following Necessary Claims (as defined in the IPR Policy) from its royalty free licensing obligation described in Section 3.1 of the IPR Policy:

Necessary Claims Exclusion #1

1. Patent Title: _____

2. Patent Number/Application Number: _____

3. Claims to be excluded: _____
4. Name of Draft Specification: _____
5. Area in the Draft Specification(s) affected by this Notice (please include the following: soft clause, page number, line number, and any other identifiable information): _____

Necessary Claims Exclusion #2

1. Patent Title: _____
2. Patent Number/Application Number: _____
3. Claims to be excluded: _____
4. Name of Draft Specification: _____
5. Area in the Draft Specification(s) affected by this Notice (please include the following: soft clause, page number, line number, and any other identifiable information): _____

Necessary Claims Exclusion #3

1. Patent Title: _____
2. Patent Number/Application Number: _____
3. Claims to be excluded: _____
4. Name of Draft Specification: _____
5. Area in the Draft Specification(s) affected by this Notice (please include the following: soft clause, page number, line number, and any other identifiable information): _____

Any additional Necessary Claims Exclusions or any other additional information may be provided and should be attached to and reference this Notice.

Section 4. Submitter’s License Commitment

Upon submission to and acknowledged receipt by the Executive Director of the OCF during the Review Period (as defined in the IPR Policy), the FHWG Participant will grant a reasonable and non-discriminatory license pursuant to Section 3.2 of the FHWG IPR Policy.

Section 5. Signature, Representations, and Acceptance

By signing this Notice, the Representative represents that they are authorized to complete and submit this Notice on behalf of the FHWG Participant. The Representative represents that the information provided in Section 3 of this Notice does not include a Specification Contribution, as defined in the IPR Policy, contributed by the FHWG Participant. If the FHWG Participant becomes aware of any other Necessary Claims not already covered by a Notice and the Review Period is open, then the FHWG Participant may submit additional Notices consistent with the IPR Policy.

Signature of Representative

Accepted and Agreed to:

OCF Executive Director

Date Accepted

**APPENDIX “B”
FORM FOR DEVELOPER CERTIFICATE OF ORIGIN**

OCF adopts the Developer Certificate of Origin created by the Linux Foundation at version 1.1, which can be found at the website <http://developercertificate.org>. New versions by the Linux Foundation are adopted upon decision by the Board of Directors or its delegate.

The current text of the certificate is as follows:

Developer Certificate of Origin
Version 1.1

Copyright (C) 2004, 2006 The Linux Foundation and its contributors.
660 York Street, Suite 102,
San Francisco, CA 94110 USA

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Developer's Certificate of Origin 1.1

By making a contribution to this project, I certify that:

- (a) The contribution was created in whole or in part by me and I have the right to submit it under the open source license indicated in the file; or
- (b) The contribution is based upon previous work that, to the best of my knowledge, is covered under an appropriate open source license and I have the right under that license to submit that work with modifications, whether created in whole or in part by me, under the same open source license (unless I am permitted to submit under a different license), as indicated in the file; or
- (c) The contribution was provided directly to me by some other person who certified (a), (b) or (c) and I have not modified it.
- (d) I understand and agree that this project and the contribution are public and that a record of the contribution (including all personal information I submit with it, including my sign-off) is maintained indefinitely and may be redistributed consistent with this project or the open source license(s) involved.