

OPEN CONNECTIVITY FOUNDATION INTELLECTUAL PROPERTY RIGHTS POLICY

This Intellectual Property Rights Policy (“IPR Policy”) is entered by and among each Member that has executed an OCF Membership Agreement of the Open Connectivity Foundation (“OCF”), thereby agreeing to be bound by the terms hereof, and is effective on the date the Member executes the OCF Membership Agreement (“Effective Date”). Each Member executing the OCF Membership Agreement hereby agrees as follows:

Any undefined capitalized terms used herein shall have the meaning set forth in the OCF Bylaws (“Bylaws”), the OCF Membership Agreement (“Membership 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 OCF Membership Agreement; and (4) the OGD.

After the date the Board of Directors adopts this Fifth Amended Open Connectivity Foundation IPR Policy, the following exceptions shall apply to the license terms contained in Section 3 LICENSING OF MEMBER’S INTELLECTUAL PROPERTY RIGHTS and Section 4 LICENSING EXCLUSIONS, provided in no case will the Core Final Specifications be subject to the exceptions. Only those Members that in accordance with the procedures set forth in the Bylaws and Operational Guidelines Document, as applicable, have officially joined a “Non-Core” Technical Work Group which has been approved by the Board of Directors as having Alternate Licensing Terms and Obligations will be subject to the applicable Alternate Licensing Terms and Conditions with regards to such Technical Work Groups’ Final Specifications; provided that this provision in no way shall impact or disturb any licenses previously granted under Section 3.1, or the licenses every Member grants with respect to the Core Final Specifications, or the licensing obligations of each and every Member with respect to the Core Final Specifications. If a Member has not joined a particular “Non-Core” Technical Work Group that has Alternate Licensing Terms and Obligations in accordance with the procedures set forth in the Bylaws and the Operational Guidelines Document, as applicable, then such Member is not subject to the license grant and licensing obligations of the Alternate Licensing Terms and Conditions with respect to the Final Specifications developed within such “Non-Core” Technical Work Group. As a prerequisite to being adopted by the Board of Directors each candidate Final Specification shall clearly state within which OCF Work Group such Final Specification has been developed. The terms and obligations of this IPR Policy shall continue to apply to all Core Final Specifications for all OCF Members and Alternate Licensing Terms and Conditions cannot modify or impact any such obligations. The Board of Directors may designate a Steering Committee to be treated as a type of Work Group for purposes of the obligations contained in this IPR Policy; at which time a Member’s participation in such Steering Committee will be covered by the terms that are associated with that Work Group, provided that the procedures for enrollment of a Member in a Steering Committee contained in the OGD are followed.

Each set of Alternate Licensing Terms and Obligations shall be appended to this IPR Policy as a separate attachment subsequent to adoption by the Board of Directors, and made available to the Members of the Corporation. Any Alternate Licensing Terms and Obligations which are duly approved by the Board of Directors may be altered, amended or repealed at any regular or special meeting of the Board of Directors by an affirmative vote of at least three-fourths (3/4) of all members of the Board of Directors. The provisions of Section 9 of this

IPR Policy governing effectiveness shall apply to any alteration, amendment or repeal of Alternate Licensing Terms and Obligations.

SECTION 1 DEFINITIONS

1.1 **“Approved Standards Development Organization (“SDO”)”** means an appropriate standards body or consortium as determined by the Board of Directors 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 a Work Group 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 Work Group participant objects in writing within fourteen (14) days of the submission, or (ii) stated orally, memorialized with specificity in the written minutes of a Work Group, 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 Work Group 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 a Work Group and all Specification Contributions thereto.

1.5 **“Final Specification”** means a Draft Specification that has been adopted by the Board of Directors, as set forth in the Bylaws. 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. If a Final Specification is developed within a Scoped Technical Work Group then such Final Specification will be limited in subject matter by the applicable Work Group Technical Scope. If a Final Specification is developed within a Transferred Technical Work Group that contains a Work Group Technical Scope then such Final Specification will be limited in subject matter by the applicable Work Group Technical Scope.

1.6 **“Core Final Specifications”** means those Final Specifications developed within a Core Technical Work Group that have been adopted by the Board of Directors. The Board of Directors shall make available to the Members a list of its Core Specifications.

1.7 **“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 Member 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.

1.8 **“Non-Technical Work Groups”** means the Marketing Communications Work Group, Membership Work Group, Strategy Work Group, Experience Work Group, Technology Policy Work Group, Certification Work Group, Data Model Work Group, and Open Source Work Group, which are the Work Groups that have been initially designated as Non-Technical Work Groups, and those additional Work Groups, Steering Committees, and groups that the Board of Directors designates as Non-Technical. For the avoidance of doubt, Scoped Technical Work Groups cannot be designated as Non-Technical Work Groups.

1.9 **“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.

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

1.11 **“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.

1.12 **“Scoped Technical Work Group”** means a Work Group that has a Work Group Technical Scope.

1.13 **“Work Group Technical Scope”** means an element of a Work Group charter approved by the Board of Directors which describes a specific technology for which the Work Group will develop one or more Final Specifications.

1.14 **“Core Technical Work Groups”** means the Core Framework Work Group and the Core Security Work Group, which are the Work Groups that have initially been designated as Core Technical Work Groups, and those additional Work Groups that the Board of Directors designates as Core Technical Work Groups.

1.15 **“Transferred Technical Work Group”** means those Technical Work Groups that have been evaluated, approved, and formed by the Board of Directors to continue ongoing technical standards development efforts initiated outside the Corporation according to the approval process as set forth in the applicable sections of the Bylaws and OGD.

1.16 **“Non-Core” Technical Work Group** means any Technical Work Group of the Corporation that has been approved by the Board of Directors but has not been designated by the Board of Directors as a Core Technical Work Group upon formation. For the avoidance of doubt, the term “Non-Core” Technical Work Group includes (i) any Scoped Technical Work Group of the Corporation, (ii) any Transferred Technical Work Group that the Board of Directors has not designated as a Core Technical Work Group of the Corporation upon formation, and (iii) any other Technical Work Group that the Board of Directors has not designated as a Core Technical Work Group upon formation.

1.16 **“Alternate Licensing Terms and Obligations”** means those licensing terms and obligations that are applicable to a designated “Non-Core” Technical Work Group and that replace Section 3 and Section 4 hereof, including any defined terms included therein, for Members that participate in the “Non-Core” Technical Work Group, and each of the Alternate Licensing Terms and Obligations will be attached to this IPR Policy as an attachment identifying the name of the “Non-Core” Technical Work Group and setting forth the Alternate Licensing Terms and Obligations, the form of such an attachment is attached hereto.

SECTION 2 REVIEW OF DRAFT SPECIFICATION

2.1 Review of Draft Specifications. During the course of developing a Final Specification, if the members of the Technology Coordination Steering Committee determine that a Draft Specification is sufficiently substantial and defined so as to provide for meaningful review by the Members, either by a unanimous vote or by voting rules otherwise duly adopted by the Technology Coordination Steering Committee in accordance with its voting procedure, it may direct the Executive Director to initiate a review. Upon receipt of such direction, the Executive Director shall distribute to each Member a notice of review period and a complete draft of the Draft Specification that is the subject of such notice (“Review Notice”). Each Member, 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 Prospective Member Reviews. If a prospective Member applies to become a Member, then subject to the execution of confidentiality and/or nondisclosure agreements as OCF may determine necessary, such prospective Member shall be permitted no more than thirty (30) days to review the Draft Specification then under review and any previously adopted Final Specifications for any and all Necessary Claims; provided, however, only Draft Specifications that have reached the maturity of a version 0.9 shall be made available for such review by a prospective Member. A prospective Member may choose to only review Final Specification or may choose not to conduct a review of Specifications before becoming a Member. At the end of such period, such prospective Member must elect to sign the OCF Membership Agreement or withdraw its application for membership. If such prospective Member executes the OCF Membership Agreement, (i) the licenses granted under this IPR Policy to such Member and its Affiliates, and by such Member and its Affiliates, will be effective as of the date such Member signs the OCF Membership Agreement and will apply to Necessary Claims embodied in any Draft Specification for which the Review Period has been completed that become embodied in a Final Specification, and any Draft Specifications that a Member reviewed as a prospective Member, and any and all Final Specification(s) adopted, as of the date such Member signs the OCF Membership Agreement, (ii) if the OCF Membership Agreement is executed prior to September 1, 2016 each new Member will release each other Member, and each other Member will release such new Member, for damages for patent infringement of the Member's Necessary Claims arising prior to the date such new Member executed the OCF Membership Agreement to the extent such infringement arises solely from a Member's manufacture, use or sale of products that infringe the Member's Necessary Claims, and (iii) if the OCF Membership Agreement is executed after September 1, 2016 each new Member will release each other Member, but each other Member will not release such new Member, for damages for alleged patent infringement of the new Member's Necessary Claims arising prior to the date such new Member executed the OCF Membership Agreement to the extent such alleged infringement arises from a Member's manufacture, use or sale of products that infringe the new Member's Necessary Claims. For purposes of clarity, prospective Members are prohibited from excluding Necessary Claims for Final Specifications and Draft Specifications for which the final Review Period has been completed that become embodied in a Final Specification, and for any Draft Specifications that a Member reviewed as a prospective Member.

2.3 Reviews For Certain Work Group Participants. Before a Member newly joins a "Non-Core" Technical Work Group such Member shall be permitted to request a review of the "Non-Core" Technical Work Group's specifications prior to the Member's membership in the respective "Non-Core" Technical Work Group becoming effective, and if the Review Request option is selected by the Member then the Member will have no more than thirty (30) days to review unpublished Final Specifications of such Work Group, and any Draft Specification then under review by the Work Group, for any and all Necessary Claims. At the end of such period, the Member shall be bound by the licensing obligations applicable to all prior-adopted Final Specifications and the Draft Specifications under development by the Work Group, or the Member may withdraw prior to the end of the thirty day (30) period as a participant in the Work Group and not be bound by the licensing obligations applicable to any Specifications. For the avoidance of doubt, a new Work Group participant will not be permitted to file a licensing exclusion notice with respect to prior-adopted Specifications of the Work Group. If a newly joining Member does not make a Review Request then the Member shall be bound by the licensing obligations applicable to all prior-adopted Final Specifications and Draft Specifications under development by the Work Group immediately upon joining the "Non-Core" Technical

Work Group. The rights and obligations of this Section 2.3 are in addition to the terms contained in Section 2.2.

2.4 Effect of Pre-Existing Claims. If at the time a prospective member executes the Membership Agreement a Member has an existing claim, suit or action that has been initiated against such prospective member alleging patent infringement of such Member's Necessary Claims, upon execution of the Membership Agreement the prospective member will receive the benefit of the licenses contemplated in this IPR Policy except that the prospective member shall not be granted any license under such Member's Necessary Claims unless such Member agrees in writing that such Member will grant to such prospective member the licenses contemplated herein under such Member's Necessary Claims.

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

SECTION 3 LICENSING OF MEMBER'S INTELLECTUAL PROPERTY RIGHTS

3.1 Limited Patent License Grant. 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 Member and its Affiliates hereby grants to all other Members and their Affiliates (a granting Member or its Affiliates is hereinafter referred to as "Licensor" and a receiving Member or its Affiliates is hereinafter referred to as "Licensee") a nonexclusive, nontransferable, worldwide 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. Such license is granted on a royalty-free basis, however such license grant is conditioned upon Licensee's grant of the same reciprocal license on a royalty-free basis. For purposes of clarification, if a Licensee does not grant a reciprocal license for all of its Necessary Claims (relating to a Final Specification) on a royalty free basis (for example, if the Licensee has properly submitted an RF Exclusion Notice as provided herein, if applicable, and thereafter offers to make available a reasonable royalty-bearing license for all or a portion of its Necessary Claims), then the Licensor agrees to offer to license its respective Necessary Claims to such Licensee on reasonable and nondiscriminatory terms and conditions (which may include a reasonable royalty rate), and which may, without limitation, be subject to a reciprocal license from the Licensee on reasonable and nondiscriminatory terms.

After the date the Board of Directors adopts the Fourth Amended Open Connectivity Foundation IPR Policy, the following exceptions shall apply to the license grants contained in this Section 3.1 and to the obligations as set forth in this Section 3 with respect to all Final Specifications, except for the Core Final Specifications. Only those Members that have officially joined a Scoped Technical Work Group in accordance with the procedures set forth in the Bylaws and Operational Guidelines Document, as applicable, will be subject to the

license grants and licensing obligations contained in this Section 3 with regards to such Work Groups' Final Specifications, provided that this provision in no way shall impact or disturb any licenses previously granted under Section 3.1 and the licenses every Member grants with respect to the Core Final Specifications, or the licensing obligations of each and every Member with respect to the Core Final Specifications. If a Member has not joined a particular Scoped Technical Work Group in accordance with the procedures set forth in the Bylaws and the Operational Guidelines Document, as applicable, then it is not subject to the license grant and licensing obligations of this Section 3 with respect to the Final Specifications developed within such Scoped Technical Work Group. As a prerequisite to being adopted by the Board each candidate Final Specification shall clearly state within which OCF Work Group it has been developed. The terms and obligations of this Section 3, including this Section 3.1, shall continue to apply to all Core Final Specifications for all OCF Members.

After the date the Board of Directors adopts the Fifth Amended Open Connectivity Foundation IPR Policy, in addition to the exceptions listed above, the following exceptions shall apply. Members that have officially joined a Non-Core Technical Work Group that has Alternate Licensing Terms and Obligations as approved by the Board of Directors are not subject to the license grants and licensing obligations contained in this Section 3 with regards to such Work Group's Final Specifications, provided that this provision in no way shall impact or disturb any licenses previously granted under Section 3.1 and the licenses every Member grants with respect to the Core Final Specifications, or the licensing obligations of each and every Member with respect to the Core Final Specifications.

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 Member 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 Royalty Free License Grant in Section 3.1, agrees to grant to all Members and their Affiliates a nonexclusive, nontransferable, worldwide license (without the right to grant a sublicense) under its Necessary Claims excluded from its Royalty Free 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, 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).

3.3 Defensive Suspension of License Grant. In the event that a Member ("Member A") files suit or action against another Member ("Member B") alleging that Member B's manufacture, use or sale of a Compliant Portion constitutes patent infringement and such suit or action is not defensively filed in response to a prior patent infringement suit or action by Member B, then any patent licenses granted to Member A under this IPR Policy shall terminate as of the date such suit or action is filed and, notwithstanding any release provided under this Agreement, Member B may seek and recover any and all past, present and future damages for infringement of Member B's Necessary Claims.

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

3.5 No Other License. The Members agree no license, immunity or other right is granted under this IPR Policy by any Member or its Affiliates to any other Member 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.

3.6 Authority to Grant Licenses; No Attempt to Circumvent. Each Member 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 Member 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 Member reasonably believes may become Necessary Claims.

3.7 Transfer of Necessary Claims. Any transfer by a Member 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 Member 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 Member by standards bodies, specification development organizations, or similar organizations (or language of similar import).

3.8 Copyrights. Each Member 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 Members 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 Member'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 Member 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. Each Member and its Affiliates that participates in a Work Group, including but not limited to Non-Technical Work Groups, 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 any contributions made to such Work Group for the purposes of developing, publishing, and distributing the materials and documents developed by the Work Group, if any. Members 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 3.8 shall survive any termination of participation in OCF of such granting Member.

SECTION 4 LICENSING EXCLUSIONS

4.1 Excluding Patents from Royalty Free License Grant during Review Period. Except for prospective Necessary Claims encompassed by a Member's Specification Contributions if such Specification Contribution(s) were adopted in a Final Specification, Members may, following the procedure described in Section 4.2 below, within the Review Period, expressly and with specificity seek to exclude such Member's prospective Necessary Claims from its royalty-free license grant under Section 3.1 ("Royalty Free License Grant") and instead opt to license such excluded prospective Necessary Claims under a RAND licensing obligation pursuant to Section 3.2. Members 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 Member counts also as an opting out by the Member's Affiliates and vice versa in determining the number of opt-outs requested.

4.2 Conditions and Procedure for Excluding Patents from Royalty Free License Grant. A Member seeking to exclude Necessary Claims from its Royalty Free License Grant 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 Member reasonably believes at the time may contain Necessary Claims the Member wishes to exclude from its Royalty Free License Grant (2) the patent claims that the Member wishes to exclude from its Royalty Free License Grant, 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 Member believes the patent claims relate. For avoidance of doubt, Members are not allowed to opt out with respect to any of the Member'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 Member's Royalty Free License Grant. 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 Membership as soon as practicable after their receipt by the Executive Director, and an attempt to address the issue will be made by the relevant Work Group.

4.3 Action for Excluding Patents from Royalty Free License Grant. In the event that one or more RF Exclusion Notices compliant with Section 4.2 are timely received, the Board of Directors shall (i) designate an applicable Work Group to review and evaluate each RF Exclusion Notices, as well as alternative design options or recommendations for the Draft Specifications that are intended to render the Necessary Claims included in such RF Exclusion Notice non-Necessary Claims for the Draft Specifications; and (ii) determine whether or not such alternatives are commercially feasible. If the Board of Directors determines that such alternatives are not commercially feasible to avoid the use of such Necessary Claims in the Draft Specifications, then the Board of Directors shall determine whether to remove the portion of the Draft Specifications that use such Necessary Claims from the Draft Specifications or (if the Board of Directors determines not to remove said

portion) such other actions, if any, that it deems appropriate.

SECTION 5 OPEN SOURCE SOFTWARE CONTRIBUTIONS

Members may make Code Contributions to an open source project. As used herein, the term “Code Contribution” means a submission by a Member 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, Member 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 Member whose participation in the OCF has terminated shall continue to be obligated to grant licenses as provided in Section 3.1 and/or 3.2, and to grant licenses as provided in Alternate Licensing Terms and Obligations as applicable, for (i) any Necessary Claims in a Final Specification adopted prior to the effective date of such Member’s termination; (ii) any Necessary Claims in such terminating Member’s Specification Contributions incorporated in any Final Specification adopted prior to or after the effective date of such Member’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 Member’s termination if the Necessary Claims are subsequently embodied in a Final Specification. The survival of licenses shall apply if the terminating Member undergoes bankruptcy. For the avoidance of doubt, in connection with a Member’s participation in a “Non-Core” Technical Work Group with associated Alternate License Terms and Obligations the terms, Necessary Claims, Final Specification, Specification Contributions, Draft Specification and License Review Period shall have the meanings ascribed to them in the Alternate License Terms and Obligations associated with that “Non-Core” Technical Work Group.

6.2 Member’s Right to Receive Licenses after Termination. All obligations of all other Members under this IPR Policy shall cease with respect to a terminating Member effective as of the effective date of such Member’s termination of its membership in OCF, except that any licenses previously granted to such terminating Member or its Affiliates prior to the effective date of such Member’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 Member for any Necessary Claims in a Final Specification that has been finally adopted prior to the effective date of such Member’s termination shall continue to survive solely to the extent that such terminating Member 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 Member grants a reciprocal license to a terminating Member, 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 Member’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 Member's termination or expiration of participation in OCF, or prior to the effective date of dissolution of OCF.

SECTION 8 SUBMISSION TO APPROVED SDO

Upon a three-quarters (3/4) majority vote of all members of the Board of Directors, 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 Member 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 Members 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 Member'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. 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 by an affirmative vote of at least three-fourths (3/4) of all members of the Board of Directors. 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, adopted Final Specifications are OCF Confidential Information and, as such, are subject to Sections 1.2 and 16 of the Bylaws. The Board of Directors 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, Members 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 pursuant to the preceding sentence. For the purpose of alignment with open source projects, the Board may adopt a policy to make available to an open source project versions of Draft Specifications at pre-determined development milestones such that Draft Specifications are provided periodically at such pre-determined milestones without further action by the Board of Directors

10.2 Consideration. Members acknowledge that payment of fees for membership in OCF 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. Members 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 MEMBER OF OCF BE LIABLE TO ANY OTHER PARTY OR MEMBER OF OCF 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 Member of OCF 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 Member.

**APPENDIX “A”
FORM FOR RF EXCLUSION NOTICE**

**Open Connectivity Foundation (“OCF”)
RF Exclusion Notice**

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: +1.503.619.0673
Fax: +1.503.644.6708
Email: admin@openconnectivity.org

Notice Submission Date: _____

Section 1. Representative Contact Information

Name of OCF Member: _____

Name of Representative submitting this Notice: _____

Representative’s Mailing Address: _____

Representative’s Telephone Number: _____

Representative’s Email Address: _____

Section 2. OCF 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 Open Connectivity Foundation (“OCF”) Intellectual Property Rights Policy (“IPR Policy”), the Member 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 Member will grant a reasonable and non-discriminatory license pursuant to Section 3.2 of the OCF 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 Member. 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 Member. If the Member becomes aware of any other Necessary Claims not already covered by a Notice and the Review Period is open, then the Member 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.

ATTACHMENT A

Example of Alternate Licensing Terms and Obligations

[The following will be required]

Definitions for the following terms or confirmation that a term has the definition contained in the body of the IPR Policy:

- Necessary Claims
- Final Specification
- Draft Specification
- Specification Contributions
- Draft Specification
- License Review Period

The term “Affiliate” which is defined in the Bylaws will not be changed, replaced or modified by the Alternate Licensing Terms and Obligations.