

INTERWORK ALLIANCE, INC.

INTELLECTUAL PROPERTY RIGHTS POLICY

This Intellectual Property Rights Policy (as amended from time to time, this “**Policy**”) is a policy of InterWork Alliance, Inc., a Delaware nonprofit corporation (the “**Corporation**”). All Participants in Corporation Activities (as defined below) are required to agree to and abide by the terms of this Policy and are deemed to do so by virtue of such participation.

1. Purpose of this Policy and Amendments

This Policy applies to the Corporation and each Participant, and sets forth the Corporation’s default positions with respect to intellectual property rights in materials developed for, contributed to, or otherwise supporting the mission of the Corporation and all Participants will be bound by this Policy. In each case, the ownership and licensing positions set forth in this Policy may be superseded only with the express written consent of the Board, may only apply prospectively, and only in a manner that applies equally to all Participants of an affected Corporation Activity (e.g. the Board authorizes a project within Corporation with alternative rules). This Policy may be amended from time to time in accordance with the Bylaws of the Corporation and the Board will provide notice of any material changes to this Policy by making the updated Policy available to Participants.

2. Definitions

2.1 “**Affiliate**” means any entity that is, directly or indirectly, controlled by, under common control of, or that controls the subject party. For purposes of this definition “control” means direct or indirect ownership of or the right to exercise (a) greater than fifty (50%) percent of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) greater than fifty (50%) percent of the ownership interest representing the right to make decisions for the subject entity.

2.2 “**Board**” means the Board of Directors of the Corporation or such designees as are appointed and assigned the requisite authority by the Board of Directors.

2.3 “**Corporation Activities**” means activities carried on by the Corporation and Corporation employees, by a Participant on behalf of the Corporation, or through the collaborative effort of more than one Participant under the auspices of the Corporation, including activities carried out by or on behalf of working groups, committees and sub-committees, task forces, and the Board.

2.4 “**Corporation Contributor License Agreement**” has the meaning given in Section 4.1(a).

2.5 “**Corporation Invention**” has the meaning given in Section 5.1.

2.6 “**Corporation Software**” means Software created in the course of Corporation Activities. Corporation Software includes modifications to and derivative works of Third Party Software, but does not include the Third Party Software itself.

2.7 “**Document**” means any document or other work of authorship other than Software, including guidelines, policies, advisories, specifications, standards, requirements documents, roadmaps, interoperability requirements, procedure documents, bulletins, best practices, case studies, white papers, marketing collateral, and other written documents and other works of authorship. For the avoidance of doubt, source code, comments embedded within source code, and oral communications alone (including in any meetings, conference calls, or other live forums) are not “Documents.”

2.8 “**Individual**” means any natural person who is a Participant or who participates in Corporation Activities on behalf of a Participant, including, but not limited to, any director, officer, employee, agent, or contractor of a Participant.

2.9 “**Necessary Claim**” means a claim of a patent or patent application throughout the world that (a) is owned or controlled by a Participant or its Affiliates now or at any future time; and (b) is necessarily infringed by implementing one or more required elements of a Specification, as set forth in detail in such Specification, wherein a claim is necessarily infringed only when it is not possible to avoid infringing the claim because there is no non-infringing alternative for implementing such relevant portions of the Specification. Notwithstanding the foregoing sentence, Necessary Claims do not include (i) any claims other than those set forth above even if contained in the same patent or patent application as a Necessary Claim; (ii) use of other published specifications developed elsewhere but referred to in the Specification; or (iii) any enabling or other technology that may be useful in connection with a product or service that complies with the Specification but is not expressly set forth in or inherently required by the Specification.

2.10 “**Member**” means a member of the Corporation who has signed a Membership Agreement.

2.11 “**Participant**” means an individual authorized to represent a Member pursuant to the terms of the Membership Agreement, that participates in any Corporation Activities including as a working group member, committee and sub-committee member, task force member, forum participant, or software contributor. Non-members shall not participate in Corporation Activities unless an identified non-member is invited to join, in writing, for a specified activity at a pre-determined level of involvement by the Corporation management and such involvement is pursuant to an executed specific agreement which is approved by the Corporation President or Executive Director.

2.12 “**Software**” means software code whether in source code or executable form, including data structures and database designs (but excluding any data stored within such data structures and database designs), algorithms, APIs, user interface elements, and other manifestations of Software implementation. Software does not include patent rights reading on the Software.

2.13 “**Specification**” means any protocol, standard, specification, interoperability requirement, data definitions, or similar technology adopted by the Corporation as a requirement to define, implement and utilize products and services that interoperate, interconnect or

communicate with other products and services operating in conformance with other such Specifications.

2.14 “**Third Party Software**” means Software developed outside of Corporation Activities regardless of the author or owner of such Software.

2.15 “**Trademark**” has the meaning given in Section 6.1.

3. Documents and Specifications Created in the Course of Corporation Activities

3.1 Subject to the Participants’ rights in their contributions and other works subject to copyright that are incorporated into any Document and the licenses granted under Section 3.2, Corporation shall be the sole and exclusive owner of all copyrights in any Documents and Specifications, including any drafts and final versions thereof, created in the course of or as a result of Corporation Activities regardless of the level of contributions of any individual Participants engaged in the development thereof.

3.2 Contributions to Documents

(a) Except for works in the public domain, by making any written or oral contribution which is reduced to writing to (including participation in the drafting of) any Document or Specification (including drafts thereof), the Participant grants to the Corporation an irrevocable, perpetual, non-exclusive, worldwide, transferable, sub-licensable, fully paid-up and royalty-free copyright license to reproduce, modify, prepare derivative works of, distribute, and publicly display and perform the contributions (in whole or in part, in their original or modified forms), for the purpose of developing and publishing Documents and Specifications in support of the mission of the Corporation.

(b) The copyright owners retain all rights in their contributions, subject only to the license granted in this Section 3.2 and to Corporation’s copyright ownership of the Document.

(c) Except for Participants that are federal agencies, each Participant represents and warrants that the Participant is, to the best of its knowledge, the exclusive copyright owner of the contribution or has sufficient rights under copyright from the owners to make the contribution under the terms of license granted in this Section 3.2. If Participant is not the sole copyright owner in a contribution, the Participant must identify all other copyright owners in the contribution.

3.3 Except as otherwise determined by the Board, Corporation will make all final Documents publicly available under a Creative Commons Attribution 4.0 International copyright license (CC BY 4.0) or similar permissive use license as determined by the Board; *provided, however,* that rights in any trademarks incorporated in such Documents shall remain subject to the control of their respective owners. For the avoidance of doubt, any copyright license granted that permits modification or creation of derivative works of a Document will not create or include the right to modify or create derivative works of any Specification described in such Document.

3.4 Notwithstanding Section 3.3, the Board, at its discretion, may restrict the distribution of certain Documents, for example making them available only to Members or Participants, and may adjust the license terms accordingly.

4. Software Rights

4.1 *Contributions of Software.* Corporation expects that Software developed within the scope of Corporation Activities will be generally made available as Open Source Software (OSS) as that term is defined by the Open Source Initiative (OSI) at <https://opensource.org/osd> and as commonly understood by those in the software community. The terms and conditions below provide further guidance on Corporation's expectations regarding the contributions to and the licensing of such Corporation Software.

(a) Participants contributing Software to any Corporation Software project are required to submit a duly authorized and executed Corporation Contributor License Agreement, attached as the Annex hereto ("**Corporation Contributor License Agreement**"), and any Software contributed by such Participant will be subject thereto whether contributed before or after the date of such Corporation Contributor License Agreement. All Software contributions are subject to acceptance in due course by the Corporation authorized maintainers of the applicable Software project.

(b) If Third Party Software is obtained without the express participation of the copyright holder (*e.g.*, Software obtained by a Participant under an open source license and incorporated into, or required for use with, such Participant's contributed Software), such Third Party Software may be accepted for use in Corporation Software or as part of a Corporation Software project without prior approval of the Board only if such Third Party Software is available under one of the following open source licenses:

- (i) Apache License 2.0
- (ii) BSD 3-Clause "New" or "Revised" license
- (iii) BSD 2-Clause "Simplified" or "FreeBSD" license
- (iv) MIT License
- (v) Common Development and Distribution License

Third Party Software that is subject to any other license requires the prior written approval of the Board before being incorporated into Corporation Software or accepted into any Corporation Project.

(c) In addition to the requirements of Sections 4.1(a) and 4.1(b), all Third Party Software remains subject to acceptance in due course by the Corporation authorized maintainers of the applicable Software project.

(d) Any Corporation distribution of accepted Third Party Software contributions will be made under the least restrictive license that fulfills the requirements of the applicable Third Party Software license.

4.2 *Software Developed in the Course of Corporation Activities*

(a) Subject to the terms of the Corporation Contributor License Agreement (including the reservation of Contributors' rights in their "Contributions" as set forth therein), Corporation will own all copyrights in Corporation Software developed as a result of Corporation Activities. Third Party Software incorporated into or necessary for the operation of the Corporation Software will remain subject to any applicable licenses and restrictions imposed by the copyright holders of such Third Party Software.

(b) Corporation will make Corporation Software publicly available as open source under the Apache 2.0 license or such other permissive, non-copyleft, license as the Board may determine from time to time; *provided, however*, that to the extent that any Third Party Software from which the Corporation Software is derived or on which any portion of the Corporation Software relies requires the use of a different license, any Corporation distribution of such Corporation Software will be made under the least restrictive license that fulfills the requirements of the applicable Third Party Software license.

(c) Notwithstanding Section 4.2(b), the Board, at its discretion, may restrict the distribution of certain Corporation Software, for example making it available only to Members or Participants, and may adjust the license terms accordingly.

5. **Patents**

5.1 *Patentable Inventions Created in the Course of Corporation Activities.* Any patentable subject matter developed by one or more Participants solely in the course of their support of Corporation Activities ("**Corporation Inventions**") will be owned by such Participants. For the avoidance of doubt, Corporation Inventions do not include inventions developed by Participants prior to, or outside the scope of, their participation in Corporation Activities. Each Participant owning a Necessary Claim in its contribution to a Corporation Invention shall grant, and hereby does grant, to any implementer of such Corporation Invention a limited, royalty-free, perpetual, worldwide, non-exclusive, irrevocable license (except as provided in Section 5.4) under such Necessary Claims to make, have made, use, offer to sell, sell and import only such Corporation Invention, alone and not in combination with any other technology, and solely to the extent that the Corporation Invention is used in the implementation of any applicable Specifications; *provided, however*, that the foregoing license shall not extend to uses of Corporation Inventions in combination with any other technology where infringement of such Necessary Claims results from such combination.

5.2 *Required Disclosure of Relevant Patent Rights*

(a) *General Disclosure Obligations*

(i) An Individual who participates in the development of a draft Specification under consideration by Corporation and believes that he or she, or the Participant on whose behalf such Individual is acting (or its Affiliate), owns or controls patent rights that include Necessary Claims relating to such draft Specification, shall give notice to the Corporation pursuant to Section 5.2(b) as soon as reasonably possible, unless such Individual knows that the patent owner will license the patent rights related to such Necessary Claims on a royalty-free basis.

(ii) Disclosure under this Section 5.2(a) is based on an Individual's own actual and personal knowledge, and no knowledge of a Participant on whose behalf such Individual is acting (or such Participant's Affiliates) regarding patent information will be imputed to such Individual. A Participant is prohibited from intentionally isolating an Individual from potentially relevant patent information so as to avoid the terms of this Section 5.2(a), however no Individual will be under any affirmative duty to investigate the existence of Necessary Claims of which he or she is not personally aware.

(b) *Contents of Disclosure.* The following minimum information shall be provided in connection with any disclosure of Necessary Claims identified by an Individual under Section 5.2(a).

(i) With respect to issued patents and published pending patent applications, disclosure must include the identity of the patent rights holder and/or applicant and the patent number or application number of the patent rights.

(ii) With respect to unpublished pending patent applications, such disclosure must include the existence of the application containing the asserted Necessary Claims, but need not disclose identifying information (e.g., application number, contents) of the patent rights. If a Participant is unwilling to allow the use of the asserted Necessary Claims contained in any of its unpublished pending patent applications as provided by Section 5.3(a)(ii), such party must also identify the section(s) of the Specification to which the party's asserted Necessary Claim(s) contained in such unpublished pending patent application relate(s). Nothing herein precludes broader disclosure of unpublished pending patent applications on a voluntary basis or pursuant to a non-disclosure agreement. Once an unpublished pending patent application that has been disclosed is published, the owner of such rights must disclose the additional identifying information about the published application as specified above.

5.3 *Licensing Declarations*

(a) If a disclosure is required under Section 5.2, at the same time as such disclosure is made under Section 5.2, or as soon as practical thereafter, the applicable

Participant shall also submit a written statement to the Board from a person authorized to represent the patent rights holder declaring with regard to any Necessary Claims declaring either that: (i) it will grant a license to all implementers on reasonable and nondiscriminatory terms and conditions that may include a reasonable royalty or fee; or (ii) if permitted under Section 5.3(b), it will not license its patent rights to Necessary Claims.

(b) The option under Section 5.3(a)(ii) not to license patent rights related to Necessary Claims does not apply to claims infringed by the applicable Participant's own contributions. Where a "no license" option is selected, or a party alleged to have Necessary Claims refuses to provide a licensing declaration, the Board will determine how best to proceed, whether by workaround or otherwise.

5.4 *Defensive Suspension of License Grant.* In the event that a licensee under Sections 5.1 or 5.3(a)(i) files suit or other legal action (including a cross-claim or counterclaim in a lawsuit) against a Participant granting such license alleging that Participant's manufacture, use, import, export, sale or distribution of a Corporation-compliant implementation constitutes direct, indirect or contributory patent infringement and such suit or action is not defensively filed in response to a prior patent infringement suit or action by such Participant, then any patent licenses granted to such licensee under this Policy shall terminate, ab initio, as of the date such suit or action is filed and, notwithstanding any release provided under this Policy, the affected Participant may seek and recover any and all past, present and future damages for infringement of Participant's Necessary Claims by such licensee.

5.5 *No Other License.* The Participants agree that no license, immunity or other right is granted under this Policy by any Participant or its Affiliates, either directly or by implication, estoppel or otherwise, other than the licenses expressly articulated in this Section 5.

5.6 *Authority to Grant Licenses; No Attempt to Circumvent.* Each 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 Policy. Each 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 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 Participant reasonably believes may become Necessary Claims.

5.7 *Transfer of Necessary Claims.* Any transfer by a Participant or its Affiliates to an unaffiliated third party of a patent or patent application having Necessary Claims shall be subject to the terms and conditions of this Policy. A Participant may choose the manner in which it complies with this Section 5.7, 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 Participant by standards bodies, specification development organizations, or similar organizations (or language of similar import).

6. Trademarks

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

6.2 Corporation will own all right, title and interest in any Trademarks created expressly for the benefit of the Corporation in the course of Corporation Activities regardless of the level of contributions of any individual Participants participating in the development thereof. Each Participant hereby assigns to Corporation all right, title and interest in and to any such Trademarks, including any copyright rights such Participant may have in any graphical elements of such Trademarks. Each Participant will execute such documents and provide such other assistance to the extent reasonably necessary to effect, perfect or confirm Corporation’s ownership rights under this Section 6.2.

7. General Provisions

7.1 *Termination.* A Participant whose participation in the Corporation has terminated shall continue to be obligated to grant licenses in accordance with the provisions of this Policy only as to: (a) those contributions made by Participant to Documents and Specifications finally adopted prior to or within three (3) months following the effective date of such Participant’s termination, and (b) Participant’s subject Necessary Claims associated with a Specification finally adopted prior to or within three (3) months following the effective date of such Participant’s termination. Any licenses granted by a Participant under this Policy will survive any bankruptcy, dissolution or similar action of the Participant.

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

7.3 *No Warranty.* All parties acknowledge that all information provided as part of any Specification development process and any draft or final Specification 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.

7.4 *Limitation of Liability.* IN NO EVENT WILL THE CORPORATION, ANY PARTY HERETO OR ANY OTHER PARTICIPANT OF THE CORPORATION BE LIABLE TO ANY OTHER PARTY OR PARTICIPANT OF THE CORPORATION 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.

7.5 *Effect of Divestiture.* In the event that an Affiliate of a Participant ceases to be an Affiliate, such as by divestiture, then, if such former Affiliate becomes a Participant of the Corporation within ninety (90) days from the date the Affiliate status ceases, then all licenses shall continue uninterrupted. If such former Affiliate does not become a Participant hereunder, then Section 7.1 hereof shall apply with the former Affiliate to be considered the same as a terminating Participant.

This Policy was adopted by the Board on _____.

[End of Intellectual Property Rights Policy]

ANNEX

CORPORATION CONTRIBUTOR LICENSE AGREEMENT

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Part 1: Information Regarding Contributor

Contributor Type (Individual/Corporation):

Contributor Name: _____

Contributor Address: _____

Contributor Point of Contact: _____

E-Mail: _____

Telephone: _____ Fax: _____

If Contributor is a Legal Entity: Contributor employees authorized to submit on behalf of Contributor:

* * * * *

Part 2: Agreement

This Corporation Contributor License Agreement (“**Agreement**”) allows You to submit contributions of Software (“**Contributions**”) to the Corporation, to authorize Contributions submitted by Your designated employees to the Corporation, and to grant copyright and patent licenses to the Corporation.

In order to clarify the intellectual property license granted with Contributions from any Contributor, Corporation must have an Agreement on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for Your protection as a Contributor as well as the protection of the Corporation, its Members, its Participants and its users. It does not change Your rights to use Your own Contributions for any other purpose.

By contributing code, You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Corporation. In return, the Corporation shall not use Your Contributions in a way that is inconsistent with its nonprofit status and by-laws in effect at the time of the Contribution. Except for the license granted herein to the Corporation and recipients

of the Corporation Software distributed by the Corporation, You reserve all rights, title, and interest in and to Your Contributions.

(a) Definitions.

“**You**” (or “**Contributor**” or “**Your**”) shall mean the copyright owner or legal entity authorized by the copyright owner, as listed in Part 1 of this Agreement, that is making this Agreement with the Corporation. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, “**control**” means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

“**Contribution**” shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the Corporation for inclusion in the Corporation Software. For the purposes of this definition, “**submitted**” means any form of electronic, verbal, or written communication sent to the Corporation or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Corporation for the purpose of discussing and improving the Corporation Software, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Contribution.”

Capitalized terms not defined herein shall have the meaning given to them in the Corporation Intellectual Property Rights Policy.

(b) Grant of Copyright License.

Subject to the terms and conditions of this Agreement, You hereby grant to the Corporation, and to recipients of the Corporation Software distributed by the Corporation a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

(c) Grant of Patent License.

Subject to the terms and conditions of this Agreement, You hereby grant to the Corporation and to recipients of Corporation Software distributed by the Corporation a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, and import Corporation Software where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Corporation Software to which such Contribution(s) were submitted. If any entity institutes or voluntarily participates in patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Your

Contribution, or the Corporation Software to which You have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Corporation Software shall terminate as of the date such litigation is filed.

(d) Representations.

You represent that You are legally entitled to grant the above license(s). If You are entering into this agreement on behalf of a legal entity, You represent further that each employee of such entity (as designated in Part 1 of this Agreement or, pursuant to section (h), in a subsequent modification thereto) is authorized to submit Contributions on behalf of such entity. Other than Contributions made under license or with permission of another party, you represent that each of Your Contributions is Your original creation (see section (g) for submissions on behalf of others).

(e) Warranties.

Unless required by applicable law or agreed to in writing, You provide Your Contributions on an “AS IS” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

(f) Support.

You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all.

(g) Submission of Work on Behalf of Third Parties.

Should You wish to submit work that is not Your original creation, You may submit it to Corporation separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as “Submitted on behalf of a third-party: [named here].”

(h) Modifications to Part 1 Information.

It is Your responsibility to notify the Corporation when any modification is required to the list of designated employees authorized to submit Contributions on Your behalf (if applicable), or to Your designated point of contact with the Corporation, each as originally provided in Part 1 of this Agreement.

(i) Notices.

Any notices to the Corporation with respect to this Agreement should be directed to [PROVIDE EMAIL ADDRESS].

[End of Contributor License Agreement]