

OPENDOF PROJECT  
INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY

The Intellectual Property Rights Policy (“IPR Policy”) for the OpenDOF Project, Inc. (“ODP”) is as follows:

**Outbound Distributions**

The ODP will release ODP Code (as defined below) under the ISC License and provide no other rights for such code other than those expressly granted in that license. For the text of the ISC License, please visit <http://opensource.org/licenses/ISC>. Except as otherwise expressly stated in the ISC license, the ODP does not grant any licenses or other rights to any copyrights, patents or other intellectual property for ODP Code. The ODP will also release ODP Specifications (as defined below).

**Inbound Contributions**

All Contributions will be made with reference to a Developers Certificate of Origin (DCO) submitted as part of ODP-approved Contribution Agreement, pursuant to the ISC license, and subject to this IPR Policy.

**ODP Certification Requirements**

The ODP shall establish certain requirements and/or tests, that are developed and officially adopted and published by the Board of the ODP, in accordance with the Bylaws, including this IPR Policy, as being the requirements that must be satisfied by a product or service in order to be allowed to exploit such product or service as being OpenDOF Certified (“ODP Certification Requirements”).

The ODP Certification Requirements shall, among other things, establish and specify the requirements for a Base Implementation for purposes of this IPR Policy, and establish a version numbering convention (to be proposed by the TSC for acceptance by the Board) which clearly identifies official versions of the Base Implementation and delineates between and Minor Modifications and Major Modifications requiring approval.

With respect to any Base Implementation, the Technical Steering Committee Chair shall provide the Board at least ten (10) days’ written notice prior to any proposed public release of a Major Modification. Absent objection from one or more Directors (or earlier receipt of Director’s written consent), such Major Modification shall be incorporated into the public release of the Base Implementation. However, if within such ten (10) day period any Director objects to the Major Modification, such Major Modification shall require Board approval prior to its inclusion in a public release of the Base Implementation. Such approval shall have no effect on prior releases. In no event shall the ODP Certification Requirements restrict the implementation of Minor Modifications by Pledge Recipients in a Compliant Base Implementation.

**Patent Non-Assertion Pledge**

Contributors, that is all Members that make a Contribution and all non-Members that make a Contribution to the ODP, (“Pledging Entities”) shall undertake the following Patent Non-Assertion Pledge (“Pledge”) as a condition of submission of a Contribution:

Each Pledging Entity promises that the Pledging Entity will not bring a Lawsuit or other legal proceeding against any Pledge Recipient for patent infringement under any of its Pledged Patent Claims. The preceding Pledge does not apply to any infringement of the Pledged Patent Claims (a) by Contributions made by others, (b) that arises from any modification of the Contribution after its submission by the Contributor, or (c) that arises from combination of the Contribution with other code or hardware. This is a personal pledge directly from the Pledging Entity to each Pledge Recipient beneficiary, and each Pledge Recipient acknowledges as a condition of benefiting from it that no rights from the Pledging Entity are received from suppliers, distributors, or otherwise in connection with this Pledge.

Each Pledging Entity acknowledges and agrees that the Pledge is legally binding, irrevocable (except as otherwise provided for "Permitted Termination" below) and enforceable against such Pledging Entity, and its successors, assigns and any entity that (through purchase, license or otherwise) acquires the exclusive right to enforce a Pledged Patent Claim. Thus the Pledging Entity will require any person or entity that acquires such right to agree, in writing, to abide by the Pledge and to place a similar requirement on any subsequent holder of the right to enforce a Pledged Patent Claim to do the same.

The Pledge is not an assurance or an acknowledgement, whether by the Pledging Entity or any Pledge Recipient, that (i) any Pledged Patent Claim (A) covers any particular software or hardware (including any ODP Code) or (B) is valid or enforceable or (ii) that the Pledged Patent Claims are all patents that do or may cover any particular ODP Code, or that the ODP Code will not infringe patents or other intellectual property rights of a third party. Except as expressly stated in this IPR Policy, no other rights are waived or granted by a Pledging Entity, or received by a Pledge Recipient, whether by implication, estoppel, or otherwise.

The Pledge is conditioned and subject to termination as set forth in this IPR Policy. Each Pledging Entity reserves the right to terminate its Pledge ("Permitted Termination") with respect to any Pledge Recipient if the Pledge Recipient or any of its Affiliates files a Lawsuit alleging infringement of a patent by a Compliant Base Implementation, other than a Lawsuit or other legal proceeding that would have been subject to a Pledge but for a Permitted Termination (an "Offensive Claim").

If a Pledge Recipient or its Affiliate, as applicable, permanently withdraws the Lawsuit or other proceeding within sixty (60) days of being notified in writing that such Lawsuit or other proceeding constitutes an Offensive Claim that could result in Permitted Termination, then such Lawsuit or other proceeding shall not constitute an "Offensive Claim" nor act as cause for a Permitted Termination.

Any Permitted Termination by a Pledging Entity with respect to a Pledge Recipient shall have the same effect as if the Pledge were never extended to such Pledge Recipient in the first instance. The Pledging Entity, in its sole discretion, shall determine the manner and terms, if any, by which rights under Pledged Patent Claims may be extended or re-extended to such Pledge Recipient after such Pledge Recipient's Offensive Claim is permanently dismissed, terminated or withdrawn in writing.

## Definitions

In addition to the terms defined in the text of the policy, for purposes of this IPR Policy, these terms, when capitalized, shall be defined as follows:

"Affiliate" shall mean, in relation to any entity hereunder, (a) any entity in which the relevant entity directly or indirectly holds more than 50% of the voting stock or power, (b) any entity ("Holding Entity") which holds directly or indirectly more than 50% of the voting stock or power of the relevant entity, (c) any other entity in which more than 50% of the voting stock or power is directly or indirectly held by any Holding Entity of the relevant entity; (d) any entity in which the relevant entity directly or indirectly holds less than 50% of the

voting stock or power but has management control of such entity in that it has the ability to appoint and remove the majority of the board of directors (or other governing body) of such entity; or (e) any other entity which a Holding Entity of the relevant entity directly or indirectly holds less than 50% of the voting stock or power but has management control of such entity in that it has the ability to appoint and remove the majority of the board of directors (or other governing body) of such entity.

“Base Implementation” shall mean the ODP Code and ODP Specification publicly released by the ODP.

“Compliant Base Implementation” means a Base Implementation meeting the ODP Certification Requirements, including passing all applicable test cases. Compliant Base Implementation does not include Minor Modifications until they are included in a formal release of ODP Code as part of a Major Modification.

"Contributor" shall mean a person or entity who submits a Contribution to the ODP.

"Contribution" shall mean any work of authorship that is submitted to the ODP for inclusion in ODP Code or ODP Specifications.

“Lawsuit” shall mean the commencement of a legal proceeding by filing a complaint in a court of competent jurisdiction or administrative body, such as the International Trade Commission.

“Major Modification” means any modification of or addition to ODP Code other than a Minor Modification.

“Member” shall mean a person or entity holding a voting or non-voting membership in the ODP.

“Minor Modification” means a modification of ODP Code or ODP Specifications that does not do any of the following: (i) add features or functionality, (ii) alter application programming interfaces (APIs), (iii) introduce behavior that causes the code to fail any applicable compliance criteria, or (iv) otherwise interfere with compatibility of prior releases of ODP Code or ODP Specifications.

“ODP Code” shall mean an official version (as designated by the ODP’s formal numbering convention) of code released by the ODP in accordance with the Bylaws, including this IPR Policy.

“ODP Specification” shall mean an official version (as designated by the ODP’s formal numbering convention) of any specification released by the ODP in accordance with the Bylaws, including this IPR Policy.

“Pledged Patent Claim” means a patent claim under a patent and/or patent application, owned or controlled, now or anytime in the future, by a Contributor, anywhere in the world, which patent claim would be directly infringed by the use, sale or other disposition of the ODP Code or implementation of the ODP Specification that is contributed by that Contributor to ODP, alone and not in combination with any other Contribution.

“Pledge Recipient” means any entity that uses, sells, offers for sale, leases, licenses, imports, distributes or otherwise exploits a Compliant Base Implementation, or that implements an ODP Specification.