

Intellectual Property Rights Policy
Trusted IOT Alliance (“TIOTA”)

Any undefined capitalized terms used herein shall have the meaning set forth in the TIOTA Bylaws (“Bylaws”) or the TIOTA Membership Agreement (“Membership Agreement”) and shall be deemed incorporated herein by reference as if fully set forth below. This Intellectual Property Rights Policy, including any amendments adopted in accordance with Section 7 herein, shall be deemed to be entered by and among each Member that has executed a Membership Agreement effective on the date the Member executes the Membership Agreement.

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 Working 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” or stated orally and memorialized with specificity in the minutes of a Working Group and attributed in the meeting minutes to the submitting Member, provided that the minutes are promptly provided to and approved by the submitting Member, unless (a) such submitting contributor withdraws its submission in writing as soon as practical but no later than fourteen (14) days of the submission, or (b) another Working Group participant objects in writing within fourteen (14) days of the submission.

1.3 “Compliant Portion” means only those specific portions of products or services that: (i) implement and are compliant with a Final Specification and (ii) are within the bounds of the Scope.

1.4 “Draft Specification” means all versions of a document designated as a Draft Specification by a Working 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 incorporated therein.

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 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 noninfringing 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 by the relevant SDO as required for compliance with the Final Specification including portions of the Final Specification that are identified by the relevant SDO 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 “Pre-Release Code” means code that is contributed to the “Git Repository” in accordance with Section 4 below.

1.10 “Scope” means protocols, functions, application program interfaces, protocol adaptation layers, input parameters, data structures, description of 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 TIOTA, 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.

SECTION 2 REVIEW OF DRAFT SPECIFICATION

2.1 Review of Draft Specifications. During the course of developing a Final Specification, if the chairperson of a Working Group determines, in accordance with procedures to be approved by the Board of Directors, that a Draft Specification is sufficiently substantial and defined so as to provide for meaningful review by the Members, he or she 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, who is part of the relevant Working Group on behalf of itself and its Affiliates,

shall have forty five (45) 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.

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 TIOTA may determine necessary, such prospective Member shall be permitted no more than thirty (30) days to review any Draft Specification then under review and any previously adopted Final Specifications for any and all Necessary Claims. At the end of such period, such prospective Member must elect to sign the TIOTA Membership Agreement or withdraw its application for membership. If such prospective Member executes the TIOA 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 TIOTA Membership Agreement and will apply to Necessary Claims embodied in any Draft Specification reviewed by such prospective Member during the 30 day period for which the Review Period has been completed that become embodied in a Final Specification, and any and all Final Specification(s), as of the date such Member signs the TIOTA Membership Agreement.

2.3 Effect of Pre-Existing Claims. If at the time a prospective member executes the TIOTA 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 TIOTA 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.

2.4 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 IN FINAL SPECIFICATIONS

3.1 Limited Patent License Grant for Final Specifications. Effective upon adoption of a Final Specification, each Member and its Affiliates who made a Specification Contribution to the Final Specification 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 and otherwise reasonable and non-discriminatory terms (“RFRAND”).

3.2 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 to recover any and all past, present and future damages for infringement of Member B’s Necessary Claims.

3.3 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.

3.4 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 TIOTA, 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 Member hereby represents and warrants that it has the power and authority to bind itself 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 to ensure that each of its Affiliates who benefits from the TIOTA membership and this IPR Policy will obey by the obligations set forth in this IPR Policy or the Membership Agreement. 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.

3.6 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).

3.7 Copyrights. Each Member and its Affiliates hereby grants to TIOTA 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, TIOTA 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, TIOTA 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. 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 TIOTA of such granting Member.

SECTION 4 TERMS APPLICABLE TO OPEN SOURCE SOFTWARE

4.1 Open Source Software Development. TIOTA may facilitate the development of Open Source Code and manage within a TIOTA specific repository on GitHub. Any communication provided for the purpose of advancing the development of TIOTA Open Source Code and provided in the repository will be a “Contribution” and will be attributable to the Member or non-Member making the Contribution. The entity (or individual, in a case where an individual is acting in an individual capacity) making the Contribution is the “Contributor.” Licensing obligations associated with Contributions will be disclosed through the repository by identifying each Contribution and the Contributor.

4.2 Open Source Software License. TIOTA will publish Open Source Software under the Apache 2.0 license after a Review Period as noted in below.

4.3 Pre-Release Code Development. TIOTA will create a specific repository in GitHub for all TIOTA code development projects. All Contributions submitted in connection with a specified TIOTA project as Described in section 4.1 will be contributed under contribution terms (“Pre-Release Code Contribution Terms”) approved by the Board of Directors that (a) during the Review period, grants to TIOTA, its members, and other parties authorized by TIOTA (e.g. organizations with whom TIOTA has a liaison relationship) a non-exclusive, non transferable license to use, compile, test and evaluate the Contributions only for the purposes of evaluating and providing feedback and (b) if the Contributor has not withdrawn its Contribution during the Review Period, makes the Contribution available under the terms of the Apache 2.0 License, commencing upon expiration of the Review Period or such earlier date as the Contributor delivers to TIOTA a waiver or early termination of the Review Period. A Contributor may, at any time prior to expiration of the Review Period, withdraw their Pre-Release Code Contribution and terminate the licenses granted with respect to such Contribution under the Pre-Release Code Contribution Terms and giving notice to the TIOTA representative. A Contributor may, at any time before or during the Review Period, deliver to TIOTA a waiver or early termination of the Review Period. Contributions will be collected throughout the development of the Pre-Release Code and managed by a specific TIOTA representative using the GitHub tools. A Member’s commitment (or such of an individual, in a case where an individual is acting in an individual capacity) to license intellectual property rights related to the Contribution under the terms of the Apache 2.0 license as noted in Section 4.2 will not apply until the close of the Review Period or delivery of a waiver or early termination of such Review Period.

4.4 Review Period for Pre-Release Code. During the course of the development of the Pre-Release Code, if the chairperson determines, in accordance with procedures to be approved by the Board of Directors, that Pre-Release Open Source Code should be considered for distribution as part of the applicable TIOTA Open Source Code software project, he or she may direct the Executive Director to initiate a review. Upon receipt of such direction, the Executive Director shall distribute to the Contributor a notice of review period, a list of the Contributions made by such Contributor, and a pointer to the Pre-Release code in the repository that is the subject of such notice (“Review Notice”). The Contributor shall have forty five (45) days following the date of the receipt of such Review Notice (“Review Period”) to review such documentation and Pre-Release Code and consider the licensing obligations that would accrue under Apache 2.0 License if the Contributor does not withdraw their contribution. It is acknowledged that Open Source Code licensed under the Apache 2.0 License shall not

create additional licensing obligations for any Member other than the Contributor of such Open Source Code; therefore, the Review Period is for the benefit of the applicable Contributor and may be waived or terminated early by the Contributor in the Contributor's sole discretion.

SECTION 5 SURVIVAL OF OBLIGATION TO GRANT LICENSES AND RIGHT TO RECEIVE LICENSES AFTER TERMINATION

5.1 Survival of Obligation to Grant Licenses. A Member whose participation in TIOTA has terminated shall continue to be obligated to grant licenses as provided in Section 3 and Section 4 for (i) any Contribution to Open Source Code adopted prior to the effective date of such Member's termination; (ii) any Necessary Claims in such terminating Member's Specification Contributions or Contributions incorporated in any Final Specification or Open Source Code adopted prior to or after the effective date of such Member's withdrawal, and (iii) any Necessary Claims in such terminating Member's Specification Contributions or Contributions incorporated any Draft Specification for which a Review Period has been completed prior to the effective date of such Member's termination. The survival of licenses shall apply if the terminating Member undergoes bankruptcy.

5.2 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, except that any licenses previously granted to such terminating Member or its Affiliates prior to the effective date of such Member's termination 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 6 CONFIDENTIALITY

6.1 Confidentiality of Contributions. Contributions (a) that are clearly marked "confidential" or with a similar legend, (b) that, if disclosed orally, are described as confidential at the time of disclosure, or (c) that a reasonable observer would understand to be confidential due to unequivocal and objective facts and circumstances, will be deemed the "Confidential Information" of the Contributor. Contributions are otherwise non-confidential. A party receiving Confidential Information will maintain the Confidential Information in confidence with the same degree of care that it uses to protect its own confidential information (and at least exercise a reasonable degree of care). Confidential Contributions may be shared among parties that have agreed to these terms.

6.2 Confidentiality of draft and final deliverables. TIOTA will generally produce particular deliverables, such as technical specifications, software code, reference designs, or similar material (the "Deliverables"). All draft and final Deliverables will be deemed the Confidential Information of TIOTA and be subject to the non-disclosure duty described above and in the Bylaws. The Board will determine the timing and nature of any public release of the Deliverables. In the event that a Contribution or portion of a Contribution that is Confidential Information under subsection (i) above is included in a Deliverable with the consent of the Contributor, then the confidentiality obligation associated with the

included material will be deemed waived upon public release. Deliverables released publicly are non-confidential.

SECTION 7 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 8 GENERAL PROVISIONS

8.1 Consideration. Members acknowledge that payment of fees for membership in TIOTA constitutes partial consideration for the license rights granted under this IPR Policy.

8.2 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.

8.3 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.

8.4 Limitation of Liability. IN NO EVENT WILL TIOTA, ANY PARTY HERETO OR ANY OTHER MEMBER OF TIOTA BE LIABLE TO ANY OTHER PARTY OR MEMBER OF TIOTA 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.

8.5 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 TIOTA 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 5 hereof shall apply with the former Affiliate to be considered the same as a terminating Member.