

**LUMIAN FOUNDATION**  
**INTELLECTUAL PROPERTY RIGHTS POLICY**

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

Any undefined capitalized terms used herein shall have the meaning set forth in the Bylaws of the Corporation (“Bylaws”), the Participation Agreement (“Participation Agreement”) or the Operating Procedures of the Corporation (the “Operating Procedures”), each of which 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 in this IPR Policy and the above listed documents, the documents will be given the following order of precedence for resolving such conflict: (1) this IPR Policy; (2) the Bylaws; (3) the Participation Agreement; and (4) the Operating Procedures.

**SECTION 1 DEFINITIONS**

1.1 “**Compliant Portion**” means only those specific portions of products or services that: (i) implement and are compliant with a Final Specification, (ii) are within the bounds of the Scope, and (iii) have met compliance testing and/or certification requirements set forth in the Bylaws or Operating Procedures, if any.

1.2 “**Draft Specification**” means all versions of a technical document designated as a Draft Specification by a Working Group and all Specification Contributions thereto.

1.3 “**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, a Final Specification shall not include any implementation examples unless such implementation examples are expressly identified as being subject to the licenses contemplated herein.

1.4 “**Necessary Claim(s)**” means one or more claims of a Patent or Patent application that (i) now or any future time, 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. A Patent claim is “necessarily infringed” if there is no technically feasible and commercially reasonable non-infringing alternative for implementing one or more Normative Requirements of the Final Specification within the bounds of the Scope. Notwithstanding the immediately preceding 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 a Necessary Claim; (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 third party unaffiliated with such licensor. 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 throughout the world, whether issued or registered, with respect to the protection of inventions and discoveries.

1.5 “**Normative Requirements**” means those portions of the Final Specification, including but not

limited to 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 1.5.

1.6 “**Release**” means the publication of a document or other collateral by the Corporation following the approval of the Corporation’s Board of Directors.

1.7 “**Scope**” means protocols, functions, formats, interfaces, parameters, data structures, tools, test scripts, architectures, 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 with particularity 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 the Corporation, 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.

1.8 “**Software**” means software code whether in source code or executable form, including data structures and database designs, algorithms, APIs, user interface elements, and other manifestations of software implementation. “**Corporation Software**” means software created in the course of any Corporation Software Project. Software includes modifications to and derivative works of third-party Software, but does not include third-party Software itself.

1.9 “**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 made in writing (including a writing in electronic medium) and marked as a “Contribution.”

## **SECTION 2 REVIEW OF DRAFT SPECIFICATIONS**

2.1 Review of Draft Specifications. During the course of developing a Final Specification, if the Board of Directors adopts a resolution stating that a Draft Specification is sufficiently substantial and defined so as to provide for meaningful review by the Members, it will direct the Executive Director or an officer of the Corporation, if the Corporation does not have an Executive Director, to initiate a review. Upon receipt of such direction, the Executive Director, or the appointed officer, will 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. One or more Review Periods may occur during the course of developing a Final Specification.

2.2 Withdrawal. During the Review Period, a Member that determines that the Draft Specification implicates Necessary Claims which the Member is unwilling to license to the other Members pursuant to Section 3, except with respect to those portions of the Draft Specification that relate to its Specification Contributions as set forth in Section 6.1, may provide a notice to the Executive Director or Secretary of the Corporation that such Member withdraws from participation in the Corporation pursuant to this Section 2.2 (“Notice of Withdrawal”). Such withdrawal will be effective upon receipt by the Executive Director or the Secretary. A Member wishing to exercise the right to withdraw under this provision must deliver its Notice of Withdrawal no later than the end of the Review Period for the applicable Draft Specification under review, as referenced in Section 2.1. A Member that has withdrawn from the Corporation pursuant to this Section will not be subject to the licensing obligations under Section 3 with respect to any Final Specifications approved after the date of such withdrawal except with respect to its Specification Contributions as set forth in Section 6.1. Any Member that has withdrawn as a Member or that has been terminated as a Member will remain subject to the licensing obligations under Section 3 with respect to any Final Specifications approved prior to the date of such withdrawal or termination.

2.3 Patent Searches. The obligations set forth in this IPR Policy do not imply any obligations on Members to perform or conduct Patent searches.

### **SECTION 3 LICENSING OF MEMBER’S INTELLECTUAL PROPERTY RIGHTS**

3.1 RAND-Z Licensing Obligation. Absent an election under Section 3.8 and compliance with Section 3.9, upon the adoption of a Final Specification, subject to any withdrawal provisions of Section 2.2 as well as the other terms and conditions herein, each Member, on behalf of itself and its Affiliates, and each Member that makes a Specification Contribution, on behalf of itself and its Affiliates agrees to grant to all other Members and their Affiliates (collectively, “Licensees” and each a “Licensee”) a nonexclusive, nontransferable, worldwide license (without right to grant a sublicense) under its 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’s 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. Member’s license will be granted on a royalty-free basis, however such license grant may be conditioned upon, among other things, Licensee’s grant of a reciprocal license on a royalty-free basis for all of its Necessary Claims (relating to a Final Specification) under reasonable and nondiscriminatory terms and conditions. A Member’s licensing obligation set forth in this Section 3.1 with respect to its Specification Contributions apply to only those portions of Specification Contributions that are included in a Draft Specification, and then Draft Specification made a part of a Final Specification. 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 may agree 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.

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, sale, offer for sale or import of a Compliant Portion constitutes an infringement of the Necessary Claims owned or controlled by Member A and such suit or action is not defensively filed in response to a prior Patent infringement suit or action by Member B alleging that Member A’s manufacture, use, sale, offer for sale or import of a Compliant Portion constitutes an infringement of the Necessary Claims owned or controlled by Member B, then any Patent licenses granted to Member A pursuant to Section 3 of 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.

3.3 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, licensing obligation or other right is granted or exists under this IPR Policy by any Member or its Affiliates to any other Member or their Affiliates or to the Corporation, either directly or by implication, estoppel or otherwise, other than the licensing obligations in Section 3.1 and licenses granted in Section 3.7.

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 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 that such Member reasonably believes may now or in the future include Necessary Claims.

3.6 Transfer of Necessary Claims. Any transfer by a Member or its Affiliates of a Patent having Necessary Claims to an unaffiliated third party with respect to such Member 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 the terms of this IPR Policy (or language of similar import referencing, more generally, the licenses and obligations imposed by applicable standards bodies, specification development organizations, or similar organizations).

3.7 Copyrights. Each provision and/or subsection of this Section 3.7 shall survive any termination of participation in the Corporation of any Member that grants any rights hereunder. Each Member and its Affiliates hereby grants to the Corporation a worldwide, irrevocable, perpetual, non-exclusive, non-transferable (except as otherwise provided in the Bylaws), sub-licensable, royalty-free, and fully paid-up copyright license to reproduce, prepare derivative works, distribute copies, and to display and perform the Specification Contributions of the Members solely for the purposes of developing, publishing, and distributing (i) Final Specifications; (ii) application-hosting platform 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, the Corporation shall own all right, title, and interest in and to the compilation of Specification Contributions forming the Draft Specifications and Final Specifications, and related works. Upon the Release of a Final Specification, the Corporation 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.

3.8 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 3.9 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 3.10.

3.9. 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 3.8 must provide written notice of such intent (an "RF Exclusion Notice") to the Executive Director, or a designated officer of the Corporation, within the Review Period and the RF Exclusion Notice shall be effective upon its receipt by the Executive Director or an officer of the Corporation designated to receive RF Exclusion Notices. 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) the listing of 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 provided by the Corporation. All RF Exclusion Notices shall be published to the Membership as soon as practicable after their receipt by the Corporation, and an attempt to address the issue will be made by the relevant Work Group.

3.10 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 3.8 and which has fully complied with the provisions of Section 3.9 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 3.9 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).

## SECTION 4 TRADEMARKS

Subject to any rights of the Members and their Affiliates, any trade names or logos created and used by the Corporation as a trademark, service mark, or certification mark (collectively “Trademarks”), registered or otherwise, are the sole and exclusive property of the Corporation. Use of Trademarks shall be governed by such policies, procedures, and guidelines as may be established and approved by the Corporation from time to time, and applicable law. The Corporation shall notify the Members in writing of the proposal of any new Trademarks. The Corporation shall take such steps as the Board of Directors deems necessary and proper to protect its rights in such Trademarks adopted for use by the Corporation. The Board of Directors may establish and disseminate reasonable conditions and procedures for the licensing and use of such Trademarks.

## SECTION 5 SOFTWARE

5.1 Contributions of Software. Members either (a) contributing Software to any Corporation software project (a “**Corporation Software Project**”) or (b) contributing Software to the development of Corporation Software that is resulting from Corporation Working Group activities, are required to first submit a duly authorized and executed Corporation Contributor License Agreement, the form of which has been made available to all Members (the “**Corporation CLA**”), and any Software contributed by such Member will be subject thereto whether contributed before or after the date of such Corporation CLA. All Software contributions are subject to acceptance in due course by the authorized maintainers of the applicable Corporation Software.

If third-party Software is obtained without the express participation of the copyright holder (*e.g.*, Software obtained by a Member under an open source license and incorporated into, or required for use with, such Member’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 the open source license designated by the Board as the outbound license for the Corporation Software Project, otherwise the Board shall be required to approve the contribution of such third-party Software before being incorporated into Corporation Software or accepted into any Corporation Software Project.

In addition to the above requirements, all third-party Software remains subject to acceptance in due course by the authorized maintainers of the applicable Corporation Software. Any distribution of accepted third-party Software contributions will be made under license terms that fulfill the requirements of the applicable license.

5.2 Software Developed in a Corporation Software Project or a Corporation Working Group. Subject to the terms of the Corporation CLA, the Corporation will own all copyrights in Corporation Software developed within a Corporation Software Project or as a result of Corporation Working Group activities. Corporation will make Corporation Software available 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 will be made under a license that fulfills the requirements of the applicable third-party license. Notwithstanding the above, the Board, at its discretion, may restrict the distribution of certain Corporation Software, for example making it available only to Members, and may adjust the license terms accordingly.

Members may make code contributions to any Corporation sponsored or managed Software provided

that they complete a Corporation CLA, the form of which has been approved by the Board and made available to the Members. The Board may approve contributions by non-Members provided such non-Members enter into a Corporation CLA.

## **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 Corporation has terminated pursuant to Section 2.2 of this IPR Policy or Section 12.8 of the Bylaws shall continue to be obligated to grant licenses as provided in Section 3 for (i) any Necessary Claims of such Member implicated in a Final Specification adopted prior to the effective date of such Member's termination; (ii) any Necessary Claims of such Member implicated in such terminating Member's Specification Contributions incorporated in any Final Specification adopted prior to or after the effective date of such Member's termination, (iii) any Necessary Claims of such Member implicated 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, and (iv) any copyright with respect to any Specification Contributions or Reference Document Contributions as submitted by such terminating Member and included in a Final Specification or Approved Reference Document, respectively. The survival of licenses shall apply if the terminating Member undergoes bankruptcy.

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 the Corporation, except that any licenses previously granted to such terminating Member or its Affiliates pursuant to Section 3 of this IPR Policy 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 substantially same or similar terms and conditions as set forth in this IPR Policy; and provided further that 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 SUBMISSION OF FINAL SPECIFICATION TO OTHER ORGANIZATION**

Upon the approval of the Board of Directors with the required number of votes as specified in the Bylaws, 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 another organization involved in specification development or related industry activities for purposes of incorporation into other industry specifications. The Board will notify the Members when Final Specifications have been submitted to other organizations, which notice may be by electronic means.

## **SECTION 8 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 a Supermajority (as such term is defined in the Bylaws) of all members of the Board of Directors, or by unanimous written consent of the Board of Directors. Notice of any amendment of this IPR Policy will be provided to Members, which notice may be by electronic means, and any amendment of this IPR Policy

will become effective thirty (30) days after such notice is provided to Members.

## **SECTION 9 GENERAL PROVISIONS**

9.1 Confidentiality of Specifications. Draft Specifications and Final Specifications are Confidential Information of the Corporation and, as such, are subject to Section 1.6 and Article 16 of the Bylaws. The Board of Directors may agree that portions of a Draft Specifications or Final Specifications are non-confidential.

9.2 Internal Use of Draft Specifications. Subject to the terms and conditions of this IPR Policy, each Member may use such Draft Specification to internally design, develop, and evaluate their products or software, which Member products or software include or are being designed or developed to include Compliant Portions, provided that each Member so using such Draft Specification acknowledges and accepts that a Final Specification may or may not incorporate all or any portion of such Draft Specification.

9.3 Consideration. Members acknowledge that payment of fees for membership in the Corporation constitutes partial consideration for the license rights granted under this IPR Policy. The foregoing does not, however, (i) preclude the Corporation from charging additional fees for use of Corporation trademarks, service marks, or certification marks, or (ii) constitute a statement concerning the actual or implied value of any Member intellectual property, licensing obligations or rights.

9.4 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.

9.5 No Warranty. All parties acknowledge that all information provided as part of the Draft Specification or Final Specification development process and the Draft Specification 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.

9.6 Limitation of Liability. IN NO EVENT WILL THE LINEN PROJECT, INC., ANY PARTY HERETO OR ANY OTHER MEMBER OF THE LINEN PROJECT BE LIABLE TO ANY OTHER PARTY OR MEMBER OF THE LINEN PROJECT FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR ENHANCED DAMAGES OF ANY KIND OR NATURE, WHETHER ARISING UNDER CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE, AND WHETHER ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, AND WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.