

**Information Card Foundation (ICF)**

**Intellectual Property Rights Policy For Specifications**

This ICF Intellectual Property Rights Policy (“**Policy**”) defines the intellectual property rights and obligations of Contributors (as defined below) and certain procedures relating to Contributions (as defined below) proposed to the ICF for the creation of Specifications and other materials and the generation of Implementers Drafts and Final Specifications, pursuant to the applicable ICF Process (all as defined below).

**I. Definitions.**

1. “**Compliant Portions**” means those specific portions of a product (hardware, software, or combinations thereof) or service only to the extent that they implement and are compliant with all relevant portions of a particular Implementers Draft or Final Specification, provided, and only to the extent that, such portions are within the Scope.

2. “**Contributions**” mean any of the following, to the extent provided by a Contributor and intended for inclusion in a Specification or other work product of a Work Group: (a) communications to or through a particular Work Group Mailing List; (b) other written materials provided at a face-to-face Work Group meeting, (c) other communications documented as “Contributions” in the minutes of a face-to-face Work Group meeting (without subsequent and timely objection by the putative Contributor); or (d) any other communications documented as “Contributions” in any online collaboration tools selected by the applicable Work Group (e.g., Wikis or Web-based form tools).

3. “**Contributor**” means, with regard to a particular Work Group, any person (individual, entity, or otherwise) who has signed the applicable agreement in accordance with Section II.1(b) and has joined such Work Group by requesting access to the applicable Work Group Mailing List and, if such person is an individual, includes such person’s employer or other person or entity to whom that person owes a duty with respect to activities such as his or her participation in Work Groups or development of Specifications.

4. “**Final Specification**” means the final version and contents of a Specification that has been deemed final by the ICF pursuant to the applicable ICF Process. For purposes of this definition, a Final Specification will not include any implementation examples or reference implementations.

5. “**Implementation**” means a product (e.g., but without limitation, hardware, software, or firmware) or service that consists of (or makes use of) one (1) or more Compliant Portions.

6. “**Implementer**” means a person or other entity that creates, distributes, or offers a product or service that contains or makes use of an Implementation (even if that Implementation is incomplete, flawed, or otherwise partial).

7. “**Implementers Draft**” means the version and contents of a draft Specification that, pursuant to the applicable ICF Process, has been determined to be a candidate for a Final Specification. For purposes of this definition, an Implementers Draft will not include any implementation examples or reference implementations.

## Exhibit F: June 3, 2008

8. “**Necessary Claims**” means claims of any patent or patent application, other than design patents and design registrations, in any jurisdiction in the world: (a) for which a Contributor has the right, at any time when this Policy is effective, to grant licenses or rights of the nature granted herein without such grant resulting in payment of royalties or other consideration to third parties (except for payments to Related Entities or employees); and (b) that are necessarily infringed by Compliant Portions of a particular Implementation. A claim is necessarily infringed hereunder only when such infringement could not have been avoided by another commercially reasonable non-infringing implementation of Compliant Portion(s) of that particular Implementation based on the state of the art when the applicable Final Specification is/was deemed final (or when the Implementers Draft was approved, as applicable), in accordance with the applicable ICF Process. “Necessary Claims” do not, however, include any claims of any patent or patent application that read on: (x) any enabling technologies that may be necessary to make or use any product or service (or portion of either) that complies with an Implementers Draft or Final Specification, but that are not themselves expressly set forth in such Implementers Draft or Final Specification; (y) the implementation of other published specifications not developed by or for the ICF; or (z) any portion(s) of any product or service (or any combination of such portion(s)) the sole purpose or function of which is not required to comply with an Implementers Draft or Final Specification.

9. “**ICF**” means the Information Card Foundation, a Delaware nonprofit corporation.

10. “**ICF Processes**” means the processes by which the ICF creates Work Groups, receives and considers Contributions and other materials, generates draft Specifications (including Implementers Drafts) and Final Specifications, and performs other work (e.g., but without limitation, creation of white papers or reference implementations or the conduct of research or marketing activities), all as set forth in the separate document entitled “ICF Process Document.”

11. “**Related Entity**” means, with respect to any Contributor, any person, firm, corporation, partnership, or similar entity that, directly or indirectly controls, is controlled by, or is under common control with such Contributor, but only for so long as such control exists. For purposes of the foregoing, “control” means direct or indirect control of more than fifty percent (50%) of the voting power to elect directors of that corporation, or for any other entity, the power to direct management of such entity.

12. “**Scope**” means, with regard to a particular Work Group, a statement of the functionalities and technologies to be included in (and excluded from) any Specification(s) to be developed by such Work Group or any other envisioned “work” of the Work Group. The Scope for any Work Group will not include: (a) any enabling technologies that may be necessary to make or use any product or service or any portion thereof that complies with an Implementers Draft or Final Specification, but that are not themselves expressly set forth in such Implementers Draft or Final Specification; or (b) the implementation of other published specifications not developed by or for the ICF (unless those specifications are ICF Recommendations (as defined in the ICF Process Document)). For purposes of defining its Scope, an Implementers Draft or Final Specification will be deemed to include only its technical requirements as fully described therein and will exclude any implementation examples or reference implementations.

13. “**Specification**” means, any document created by the ICF or Work Groups pursuant to the applicable ICF Process (Exhibit F) that is expressly designated as a “Specification” and that contains technical information of a nature that includes one (1) or more portions that must be

## Exhibit F: June 3, 2008

implemented as described therein for any Implementations thereof to contain a Compliant Portion.

**14. “Work Group Mailing List”** means a mailing list on the ICF email reflector that pertains to development of Specifications or other work of a Work Group and that is identified by the address “wg-\*@InformationCardFoundation.org” where “\*” is replaced with a relevant term identifying the particular Work Group to which such mailing list pertains.

**15. “Work Group” or “Working Group”** means a group whose actions are conducted, in accordance with the terms and conditions of this Policy, the ICF Processes, the ICF bylaws, and any other applicable ICF policies or procedures, for the purpose of developing particular Specifications and/or other purposes designated by the Board when the Work Group is formed. Each Work Group is associated with a single Work Group Mailing List and a unique Scope.

## II. Contributions/Contributors.

### 1. Becoming a Contributor.

**(a) General.** To become a Contributor, an individual or entity must affirmatively accept the ICF Contribution Agreement (which incorporates this Policy by reference) and indicate which Work Groups the Contributor is joining, the type of Contributor that the individual or entity will be (pursuant to Section II.1(b)), and provide any other required documentation or verification. Although all Contributors participate in Work Groups through acts of individuals, to maintain the royalty-free nature of Specifications, individuals who may owe duties to third parties with respect to their Contributions must provide (and update from time to time, if the required information becomes inaccurate or incomplete) additional information and approvals, as provided in Section II.1(b)). An individual or entity that has become a Contributor pursuant to this Section II.1 may later join other Work Groups on written request, and the terms of the ICF Contribution Agreement and of this Policy will apply to all Work Groups joined.

**(b) ICF Contribution Agreement.** On the ICF Contribution Agreement, the individual or entity desiring to become a Contributor must self-identify as one (1) of the following:

**(i) Unaffiliated Individuals.** Unaffiliated Individuals must sign and return (either electronically or in paper form) the ICF Contribution Agreement, indicating thereon that no duty is owed to any third party regarding participation in, or Contributions to, Work Groups and verifying the unfettered right to make Contributions. Although the ICF has no duty to investigate, it may, if it deems it necessary at any time and for any reason, require additional documentation from self-identified Unaffiliated Individuals. “**Unaffiliated Individual**” means an individual who does not owe any duty to third parties (e.g., but without limitation, employers or clients) regarding activities such as participating in Work Groups or creating Specifications.

**(ii) Affiliated Individuals.** An Affiliated Individual must: (A) sign and return (either electronically or in paper form) the ICF Contribution Agreement, indicating thereon that no duty is owed to any third party regarding participation in, or Contributions to, Work Groups and verifying the unfettered right to make Contributions; and (B) submit verification of same (in the form provided by the ICF), manually signed by all third parties that own, or have exclusive rights to, any intellectual property created, in whole or in part, by such individual. “**Affiliated Individual**” means an individual who owes a duty to employers, clients, or other third parties

## Exhibit F: June 3, 2008

regarding certain intellectual property that he or she creates (in whole or in part), but not regarding intellectual property related to Specifications or the actions of any Work Groups.

(iii) **Representatives.** A Representative must sign and return (either electronically or in paper form) the ICF Contribution Agreement, identifying the third party being represented, and agreeing personally to be bound by this Policy to the extent that any of his or her Contributions is not owned or controlled by such third party. A Representative may not participate in any Work Group, be given access to the applicable Work Group Mailing List, or make any Contribution, until the applicable Constituent (defined in Section II.1(b)(iv)) becomes a Contributor to such Work Group(s) in accordance with Section II.1(b)(iv) (and may not continue to participate as the identified Constituent's Representative if such Constituent ceases to be a Contributor). "**Representative**" means an individual who (or an entity that) owes a duty to employers, clients, or other third parties regarding intellectual property that he or she creates (in whole or in part) that is related to Specifications or the actions of any Work Groups.

(iv) **Constituent.** A Constituent must manually sign and return the ICF Contribution Agreement, indicating thereon that no duty is owed to any third party regarding participation in, or Contributions to, Work Groups and verifying the unfettered right to make Contributions. A Constituent must also identify the Representatives participating in Work Groups on its behalf (which identification the Constituent may change from time to time on notice to the ICF). "**Constituent**" means any individual or entity being represented in any Work Groups by one (1) or more Representatives.

(c) **Contribution.** No Contributor will incorporate any third party materials into any Contribution, unless the Contributor has all the rights and licenses necessary from such third party to submit such Contribution in accordance with the terms and conditions of this Policy.

(d) **Retroactive Effect.** In consideration of the ICF allowing any individual or entity to become a Contributor, such individual or entity acknowledges that Section V and VI of this Policy apply to any Contributions made before signing the ICF Contribution Agreement or otherwise agreeing to the terms of this Policy.

### III. Work Groups.

The ICF may, from time to time, propose forming a new Work Group pursuant to the applicable ICF Process. The first obligation of a new Work Group is to establish and approve its Scope. Although Contributors may join a Work Group at any time, no Contributor that joins a Work Group before the Scope is approved will be bound by Sections V or VI of this Policy, as applied to such Work Group, until after: (1) the Scope is approved pursuant to the applicable ICF Process; and (2) thirty (30) days have passed after such approval, and the Contributor has not withdrawn from the Work Group in accordance with Section VI.3 below.

### IV. Confidentiality.

All Contributions, and other materials shared broadly with the "ICF community" for the sole purpose of developing Specifications or engaging in other approved work of the Work Group (but not including materials shared with Contributors outside of the context of participating in a Work Group or for any purpose other than developing Specifications or engaging in other approved work

## Exhibit F: June 3, 2008

of the Work Group), will be considered non-confidential information, regardless of any markings to the contrary included thereon or related thereto.

### V. Copyrights.

In the course of its work, a Work Group receives Contributions in various forms and from many sources. In addition to other applicable terms and conditions in this Policy, the following terms and conditions apply to such Contributions.

**1. Copyright License.** Some Contributions may not be subject to copyright. To the extent, however, that a Contribution is or may be subject to copyright, the Contributor hereby grants a perpetual, irrevocable (except in case of breach of this license), non-exclusive, royalty-free, worldwide license in such copyright to the ICF, to other Contributors, and to Implementers, to reproduce, prepare derivative works from, distribute, perform, and display the Contribution and derivative works thereof solely for purposes of, as applicable, developing draft Specifications and Final Specifications, implementing Implementers Drafts and Final Specifications, and otherwise using Contributions for the purpose for which they were provided to the Work Group (e.g., but without limitation, reproducing, preparing derivative works of, and distributing, solely for the purposes of advertising and marketing, artwork or advertising copy that is contributed to a Work Group for advertising or marketing purposes) or, if no purpose was stated, for any reasonable purpose within the Scope of the applicable Work Group and otherwise consistent with the statement of specific purposes in Article 3 of the ICF bylaws.

**2. No Obligation.** Contributor acknowledges that the ICF has no duty to publish or otherwise use or disseminate any Contribution.

**3. References.** Contributor hereby grants permission to reference the name(s) and address(es) of the Contributor, but only in association with the Contribution(s) of Contributor (and not with respect to any work derived from such Contribution(s), including without limitation a Specification, without the prior written consent of Contributor).

**4. Attribution.** Contributor represents that Contributions comprised of written submissions submitted by the Contributor to the ICF comply with any copyright attribution requirements relating to third party content.

**5. Implementer Drafts; Final Specification; Other Work Product.** Subject to each Contributor's rights in individual Contributions, the copyright in any Implementers Drafts, Final Specifications, or other work product of a Work Group (e.g., but without limitation, white papers or reference implementations) will be owned solely by the ICF. Each Contributor will execute and deliver such instruments and take such other actions as and when the ICF may reasonably request to perfect or protect its copyright in the Implementers Drafts, Final Specifications, and other work product.

**6. Retention of Rights.** Subject to any licensing obligations herein, Contributor retains all rights in and to its Contribution, and there are no other limitations whatsoever on Contributor's ability to exercise any copyright rights in its Contribution or any portion thereof.

**7. Outbound Copyright License.** Any copyrights in computer code created by a Work Group

## Exhibit F: June 3, 2008

that are licensed by ICF to third parties will be licensed under an Apache-style license (see [www.apache.org/licenses/LICENSE-2.0](http://www.apache.org/licenses/LICENSE-2.0)), a BSD-style license (see [www.opensource.org/licenses/bsd-license.php](http://www.opensource.org/licenses/bsd-license.php)), or other license terms that are no more restrictive or burdensome on the licensee than the terms of an Apache license or a BSD license. Such an outbound license may include terms intended to limit liability of ICF and any Contributors as well as other general boilerplate (e.g., but without limitation, a statement of applicable law); it may not, however, add any restrictions, limitations, or conditions on the licensee's exercise of its rights or requirements that the licensee grant (or refrain from enforcing) any rights in the licensee's own intellectual property (other than what may be included in an Apache license or BSD license as of the approval date of this Policy).

### VI. Patents.

**1. Limited Patent Promise.** Each Contributor, with regard to Work Groups that the Contributor has joined, hereby irrevocably makes the following promise (on behalf of itself and its Related Entities) without the requirement of any monetary compensation or any additional terms and conditions:

Contributor (“I” or “me”) hereby irrevocably promises not to assert any Necessary Claims against any other entity (“you”) for making, using, selling, offering for sale, importing, or distributing any Implementation or offering any product or service to the extent it contains or uses a Compliant Portion, subject to the following. This is a personal promise directly from me to you, and you acknowledge as a condition of benefiting from it that no rights from me are received from me for your suppliers, distributors, or otherwise in connection with this promise.

This promise is not an assurance that: (a) any of my issued patent claims covers an Implementation or are enforceable; or (b) an Implementation will not infringe patents or other intellectual property rights of any third party. No other rights except those expressly stated in this promise will be deemed granted, waived, or received by implication, exhaustion, estoppel, or otherwise.

I may (but am not obligated to) condition my promise on your making a reciprocal promise, applicable to the same Implementers Draft or Final Specification as my promise, that is at least as favorable as that above and that applies at least to your Necessary Claims. Either of us may (but neither of us is obligated or may require the other to) make a promise that is more favorable than that above (including without limitation by applying more broadly to any relevant claims, rather than just to Necessary Claims).

I may (but am not obligated to), from time to time, provide to the ICF, in writing, the terms of any patent promise that is more favorable to you (“**Non-Default Terms**”) and such Non-Default Terms will apply to any Implementers Draft or Final Specification approved in accordance with the applicable ICF Process before I replace or retract such Non-Default Terms. If I replace such terms with new Non-Default Terms, then the new Non-Default Terms will apply to any Implementers Draft or Final Specification approved after such replacement (but the prior Non-Default Terms will continue to apply to any Implementers Draft or Final Specification approved before such replacement). If I retract such Non-

## Exhibit F: June 3, 2008

Default Terms, or if I never provide any Non-Default Terms, then the first four (4) paragraphs of this Section VI are the terms of my patent promise to you.

**2. Patent Disclosures.** There is no requirement or expectation by others that Contributors should disclose patents or patent applications that they have reason to believe may contain Necessary Claims. The ICF hereby disclaims any responsibility for identifying the existence, or for evaluating the applicability, of any patents, patent applications, or other rights (including copyrights) claimed to be applicable to any Specification and will take no position on the validity or scope of any such rights.

**3. Withdrawal.** A Contributor may withdraw from a Work Group at any time by providing at least seven (7) days' written notice to the ICF. The withdrawing Contributor will, in perpetuity, remain subject to Section V, as applied to copyrights in any Contributions made before the effective date of such withdrawal, and to the limited patent promise in Section VI.1, as applied to any Implementers Drafts or Final Specifications accepted by the Contributor. A Contributor has "accepted" an Implementers Draft or Final Specification if the Contributor (in accordance with the applicable ICF Process and after a formal call by an editor of the applicable Specification to adopt the then-current draft Specification as an Implementers Draft or an applicable Implementers Draft as a Final Specification): (a) expressly approved of such adoption; (b) failed timely to disapprove of such adoption; or (c) expressly and timely disapproved of such adoption yet failed to provide to the ICF notice of intent to withdraw, or notice of an appeal to the ICF board of directors, within forty-five (45) days after the Specification editor announces either that the Work Group has reached consensus (or has voted) to recommend adoption. If, however, a Contributor timely requests appeal as provided in the foregoing sentence, then: (y) the time to serve notice of withdrawal (solely for Contributors seeking appeal) will be deemed extended until fourteen (14) days after the ICF board of directors announces its decision on the appeal; and (z) any effect of the adoption of the applicable Implementers Draft or Final Specification will be deemed stayed until such time (if any) that the decision to adopt is confirmed by the ICF board of directors.

## VII. Notices.

The following notice must be included in all Specifications and other documents of a technical nature that are developed by Work Groups and distributed or made available by or on behalf of ICF:

The technology described in this document was made available from contributions from various sources, including members of the ICF and others. Although the ICF has taken steps to help ensure that the technology is available for distribution, it takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in this document or the extent to which any license under such rights might or might not be available; neither does it represent that it has made any independent effort to identify any such rights. The ICF and the contributors to this document make no (and hereby expressly disclaim any) warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to this document, and the entire risk as to implementing or using any information in this document is assumed by the implementer. The ICF Intellectual Property Rights policy requires contributors to offer a patent promise not to assert certain patent claims against other contributors and against implementers of formal ICF Specifications. ICF invites any interested party to bring to its

**Exhibit F: June 3, 2008**

attention any copyrights, patents, patent applications, or other proprietary rights that may cover technology described in this document.