

**OIX  
INTELLECTUAL PROPERTY RIGHTS  
POLICY  
(Effective November 1, 2016)**

**APPLICABILITY**

This OIX Intellectual Property Rights Policy (“**IPR Policy**”) applies to and is binding on:

- each OIX Member (“**Member**”),
- each OIX Chapter (“**Chapter**”),
- each non-Member Participant in any Project that has signed a Participant Agreement (“**Participant**”), and
- any other person or entity that has otherwise agreed to its terms.

It is binding on such parties via incorporation by reference in each Membership Application and Agreement (for Members), in each Chapter Affiliation Agreement (for Chapters), and each Participant Agreement (for Participants).

**PURPOSE**

This IPR Policy addresses intellectual property rights granted to OIX by Members, Chapters, Participants, and others.

**POLICY**

**1. DEFINED TERMS:** Defined terms used herein shall have the meaning set forth below.

- 1.1. “**Affiliates**” means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists.
- 1.2. “**Contribution**” means any input, suggestions and other feedback in written or oral form regarding OIX Deliverables.
- 1.3. “**Contributor**” means Member when this IPR Policy is incorporated in a Membership Application and Agreement, means Chapter when this IPR Policy is incorporated in a Chapter Affiliation Agreement, and means Participant when this IPR Policy is incorporated in a Participant Agreement.
- 1.4. “**Control**” (and derivatives thereof) means the possession, directly or indirectly through one or more intermediaries, of the power to either (i) elect a majority of the directors (or Persons with equivalent management power) of such Person, or (ii) direct or cause the direction of the management or policies of such Person, whether through the ownership of securities or partnership, membership or other ownership interests, by contract, by operation of law or otherwise.

- 1.5. “**Data**” means the quantities, characters or symbols on which operations are performed by computers, communications networks and other automatic equipment, and which may be stored or transmitted in the form of electrical signals, light, magnetic, electron spin, or quantum or other states of matter.
- 1.6. “**Data Subjects**” means Entities to which data relates.
- 1.7. “**Entity**” means anything that has separate and distinct existence and that can be identified in context. The term “Entity” includes individuals, legal persons and identified system nodes associated with physical objects.
- 1.8. “**Identity**” means the representation of an entity in the form of one or more information elements which allow the entity(s) to be sufficiently distinguished within context.
- 1.9. “**Identity Management**” means a set of functions and capabilities (e.g., administration, management and maintenance, discovery, communications exchanges, correlation and binding, policy enforcement, authentication and assertions) used for:
- Assurance of identity information (e.g., identifiers, credentials, attributes);
  - Assurance of the identity of an entity (e.g., users/subscribers, groups, user devices, organizations, network and service providers, network elements and objects, and virtual objects): and
  - Supporting business and security applications (e.g., authorization).
- 1.10. “**Information**” means knowledge communicated concerning some particular fact, subject or event that is conveyed using data.
- 1.11. “**OIX**” means Open Identity Exchange, a Washington not-for-profit corporation, and its successors, assigns, and any designees.
- 1.12. “**OIX Board**” means the Board of Directors of OIX.
- 1.13. “**OIX Deliverable**” means any type of output, report, program, or other deliverable that results from a Project.
- 1.14. “**OIX Policy**” or “**OIX Policies**” means any rules or policies put in place by OIX from time to time.
- 1.15. “**Project**” means any program, initiative, workshop, development effort, information service or group activity of various types organized and supported by OIX or any Chapter for the purpose of developing, or which results in the development of, an OIX Deliverable
- 1.16. “**Person**” means any individual, corporation, trust, partnership, joint venture, limited liability company, association, or any group of individuals acting as a unit, whether

mutual, cooperative, fraternal, nonprofit, or otherwise, any sovereign nation and any subdivision, governmental unit or any instrumentality therein, and any other entity with legal capacity to enter into legally binding obligations.

1.17. “**Secretariat**” means the company designated by OIX as the Secretariat with which OIX has contracted to provide management and administrative services.

**2. NO TRANSFER TO OIX OF RESTRICTED DATA.** Contributor agrees that it will not transfer any Data or Information to OIX that is confidential information, or that is subject to regulation, limitation or restriction on handling, collection, holding, transfer or any other use under any privacy, data security or other similar laws (including regulations, administrative practices or other legal authorities) or other legal limitations on use (such as private contracts or policies or industry practices or standards).

In addition, Contributor will not transfer any personal information, personal identifying information, sensitive information, or other similar information relating to any individual data subject or through which any such data subject could be identified (whether by itself or in combination with other information), to OIX provided that, to the extent that any of the foregoing information is provided by Contributor to OIX as its contact information for notices, communications or other similar administrative and operational purposes between Contributor and OIX, Contributor acknowledges and agrees that such information will not be treated as confidential, and Contributor and its representatives to which such information relates, agrees and “opts-in” to the inclusion and use of such information consistent with such functions.

**3. Grant to OIX of License to Contributor Data and Information.** By submitting any Information to OIX, each Contributor agrees that it expressly grants (on its behalf and that of its Affiliates), and hereby does grant, to OIX, a royalty-free, nonexclusive, unlimited right and license to use, reproduce, adapt, publish, translate and distribute such materials and the Information and Data that they contain (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any right that may exist in such material solely for the purposes of developing, publishing, and distributing information to identity management and information services industry participants and the public through identity management services industry related information sharing, processing and distribution systems and programs of OIX.

**4. Copyrights.** Each Contributor hereby grants to OIX a worldwide, royalty-free, non-exclusive, transferable copyright license to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform (in whole or in part) such Contributor’s Contributions to OIX or any Project solely for the purposes of developing, publishing, and distributing information to secure online transactions, identity management and information services industry participants and the public through identity management services industry-related information sharing, processing and distribution systems and programs of OIX. Contributor represents and warrants that it owns or has sufficient legal interest in the rights that are subject to the licenses provided for herein for it to make the grants described herein so that OIX’s use of the Information in a manner consistent with the description in this IPR Policy will not constitute an infringement.

## 5. Trademarks.

**5.1 OIX Marks.** See OIX Trademark Usage Policy posted at <http://openidentityexchange.org/>

**5.2 Contributor Licensed Trademarks.** Contributor's grants to OIX, a non-exclusive, terminable, personal, worldwide, royalty-free license, without the right to sublicense, to use the Contributor's corporate name and trademarks (the "Contributor Licensed Trademarks") solely in connection with the display of such marks and related information on the OIX website in a manner consistent with Contributor's participation in OIX or its Projects. OIX acknowledges exclusive ownership of Contributor Licensed Trademarks by Contributor and agrees that it will do nothing inconsistent with such ownership and agrees that all use by OIX of the Contributor Licensed Trademarks and the goodwill in the Contributor Licensed Trademarks developed therefrom shall inure to the benefit of and be on behalf of the Contributor. OIX agrees that nothing in this IPR Policy shall give OIX any right, title or interest in or to the Contributor Licensed Trademarks other than the license to use the Contributor Licensed Trademarks in the manner expressly permitted by this IPR Policy, and only for so long as the applicable Contributor is a Contributor of OIX.

**6. No Other Licenses.** Contributors acknowledge and agree that, except for the rights specifically set forth in this IPR Policy, no license, rights or other interest of any type under any trademark, patent, copyright, proprietary information or other intellectual property rights of any Contributor are granted or received, by implication, estoppel or otherwise by this IPR Policy.

**7. Cessation of Use of Contributor Licensed Trademarks.** Upon termination, cancellation or expiration of a Contributor's role in OIX as a Member, Chapter, or Participant (as applicable), all rights of OIX to use such Contributor Licensed Trademarks shall cease and revert automatically to the Contributor, and OIX shall immediately discontinue all use of the Contributor Licensed Trademarks.

**8. Cessation of Use of OIX Licensed Trademarks.** See OIX Trademark Usage Policy posted at <http://openidentityexchange.org/>

**9. Licensing or Non-Assertion of Patents Related to Contributor Contributions –** Contributor covenants to either (i) grant a patent license on fair, reasonable and non-discriminatory (FRAND) terms or (ii) offer a non-assertion covenant, in its discretion to any other Contributor or other person, under any patent claims that Contributor (or Contributor's represented organization or its Affiliates) own or control that become Essential Claims (as defined below) because of the incorporation or other use of a Contributor Contribution in any OIX Deliverable, or any OIX Policy or program, provided that, the OIX Board may establish that one or more Project charters (each of which is communicated to participants at the inception of a Project) may require participants in any such Projects to agree to patent licensing terms that are different than those set forth in this section 9 (including, but not limited to, the Board's discretion to require that a Project's participants undertake to license patent claims on royalty free terms (such requirement an "RF Licensing Requirement")). For purposes of this IPR Policy "Essential

Claims” means those claims of all patents and patent applications, throughout the world, in which a Contributor or a Contributor’s organization has the right to grant licenses, which claims are necessarily infringed by an implementation by any party of an OIX Deliverable. A claim is “necessarily infringed” hereunder only when it is not possible to avoid infringing it because there is no technically feasible non-infringing alternative for implementing the OIX Deliverable.

**11. Limited Agreement to Disclose.** Individual Contributors should declare at the earliest opportunity, any of their patents which they know to include Essential Claims, or potentially Essential Claims. In the event that Contributor has actual knowledge that the Contributor or its organization would be unwilling to provide a FRAND license to any such Essential Claims (or a royalty-free patent license with respect to OIX Deliverables produced by those Projects for which the OIX Board has imposed a RF Licensing Requirement) to any party that implements an OIX Deliverable (including those in draft or “work-in-progress” form) of any Project, Contributor will promptly provide written notification to the Secretariat and appropriate Work Group chairperson of Contributor’s intent not to license. The Secretariat will maintain a list of all such declarations and the Project to which they relate. Nothing in this Section is intended to create a duty for Contributor to conduct a search of Contributor’s organization’s patent portfolio.