

Open Security & Safety Alliance, Inc. Intellectual Property Policy

1. Definitions

The terms and definitions in the Open Security & Safety Alliance (the Alliance) Bylaws apply to this policy unless superseded by the Definitions herein. In addition;

1.1 “Standard Essential Intellectual Property Rights” shall mean any Intellectual Property Right which would be necessarily and unavoidably infringed by the making, having made, designing, using, offering for sale, selling, importing, exporting, leasing or disposing by other means of those portions of a product or service that implement and are compliant with a Deliverable in a particular country in the absence of a license or other authorization from the owner of such Intellectual Property Rights in such country. As used herein, “infringe” includes direct infringement, contributory infringement and/or inducement of infringement. Explicitly excluded from “Standard Essential Intellectual Property Rights” are hardware enabling technologies (such as semiconductor manufacturing technology) and technology related to microprocessor cores and their associated instruction set architecture. For the avoidance of doubt, explicitly excluded from “Standard Essential Intellectual Property Rights” are Intellectual Property Rights that are not otherwise essential to a Deliverable, but that are essential to any specification and/or standard not made by the Alliance that is referenced by the Alliance in a Deliverable.

1.2 “Intellectual Property Rights” shall mean patents, designs (registered or otherwise), know-how, copyrights, other works of authorship and similar rights, statutory or otherwise, together with applications thereof.

1.3 “Open Security & Safety Style Guide” shall mean the document provided to all members entitled “Open Security & Safety Alliance Style Guide”.

1.4 “Contribution” means a submission to or for a Work Group by a Participant proposed for incorporation into a Deliverable that is either: (a) submitted in writing (including a writing in electronic medium) clearly marked as a “Contribution”, or (b) stated orally, so long as the Contribution is memorialized with specificity in the written minutes of the meeting and correctly attributed in the meeting minutes to the submitting Participant, unless in either case the Participant withdraws in writing its submission as soon as practicable and in any event, no later than thirty (30) days from its submission in writing or receipt of written minutes memorializing an oral statement of Contribution.

1.5 “Work Group” shall mean a group of Participants set up in accordance with the Bylaws and under the guidance of the Technical Committee with the goal to create technical Deliverables for the Alliance.

1.6 “Review Period” shall mean the period following the proposal of a Deliverable and during which Participants carry out the process described in section 6.

1.7 “Third Parties” shall mean any party other than a Participant.

1.8 “Deliverable” shall mean the creations and outcome of the activities performed in the Committees and Workgroups to support the Purpose when such activities are performed by Participants on the behalf of the Alliance and for the Purpose of the Alliance to create Specifications and other best practices and guidelines for the security and safety industry.

1.9 “Specification” shall mean the technical specifications defined by the Alliance to further the Purpose of the Alliance and shall also apply to such technical specifications as are amended, modified, or adopted by the Alliance from time to time hereafter in accordance with the terms and requirements of the Bylaws.

2. The Alliance's Logos and Deliverables

2.1 The Alliance's logos shall be the exclusive property of the Alliance.

2.2 Each Participant is hereby granted a non-exclusive, non-transferable, worldwide royalty-free right to utilize the Alliance's logos for the sole purpose of (i) promoting and endorsing its Membership in the Alliance, and (ii) promoting and marketing of the Deliverables, and (iii) use the certified logo for the Participant's products and services which have been submitted for and approved under the Alliance's certification testing.

2.3 The Participants are granted the right of use of the Alliance's logos subject to the requirements and terms as stated in this IP Policy and the Open Security & Safety Alliance Style Guide.

2.4 The Alliance owns a copyright in the Deliverables, provided that, if any part of a Deliverable constitutes a Participant's Contribution, copyright of such part is also retained by such Participant and is subject to the copyright license set forth in Section 2.5.

2.5 Copyright License to the Alliance and Participants

Further, all Participants agree to grant to the Alliance and to all other Participants, a non-exclusive, irrevocable, perpetual, royalty-free, worldwide, sub licensable copyright license under such Participant's copyrights in any Contribution made by such Participant to reproduce, distribute, perform, display, and create derivative works of the Contribution solely for the purpose of publishing and disseminating the relevant Deliverable for the Purpose of the Alliance, by the Alliance and its Participants, and if decided by the Alliance, to publish or disseminate materials for the business industry for the Purpose of the Alliance.

For the avoidance of doubt, this Section 2.5 refers specifically to copyrights and does not refer to and does not transfer ownership in any Standard Essential Property Rights or grant any licenses between Participants for the purpose of producing and distributing products and offering services implementing a Deliverable.

3. Other Intellectual Property Rights

3.1 Each Participant retains any right, title, or interest in their respective Intellectual Property Rights that have been developed, acquired, or obtained outside to its participation in the Committees or work groups.

3.2 Intellectual Property Rights, other than the Deliverables, created solely by a Participant in pursuance of the Purpose of the Alliance shall belong exclusively to that Participant and it shall have the right to make applications for protection for such Intellectual Property Rights.

It is expressly understood and acknowledged by the Participants that participation in the work of the Alliance does not imply any transfer of Intellectual Property Rights or other rights between the Participants other than as expressly stated in this IP Policy or as agreed between the Participants.

4. Standard Essential Intellectual Property Rights

4.1 The Deliverables may include Standard Essential Intellectual Property Rights subject to the procedural rules stated in Section 5.

4.2 Standard Essential Intellectual Property Rights License among Participants on Royalty-Free Terms.

Participants grant to all other Participants, under the Standard Essential Intellectual Property Rights of such Participant and for the term of such Standard Essential Intellectual Property Rights, a non-exclusive, non-transferable, royalty-free license to these Standard Essential Intellectual Property Rights on a worldwide basis, to make, design, have made, use, offer to sell, import, export, lease or otherwise dispose of products or services implementing the adopted Deliverables, and consequently release all other Participants from any and all claims of infringement of such Standard Essential Intellectual Property Rights concerning their products or services implementing the adopted Deliverables. This royalty free license applies only to Standard Essential Intellectual Property Rights that the Participant has not disclosed to the Alliance on a timely basis in compliance with Section 5. Notwithstanding the foregoing, a Participant may elect to grant a royalty free license under this clause to Standard Essential Intellectual Property Rights that have been disclosed to the Alliance.

4.3 Standard Essential Intellectual Property Rights License to Participants on Fair, Reasonable and Non-discriminatory Terms.

The grant of license regarding Standard Essential Intellectual Property Rights on a royalty free basis to Participants according to Section 4.2 above shall not apply to the extent that a Participant has made a timely disclosure of Standard Essential Intellectual Property Rights in accordance with Section 5. If the Participant has stated in connection with its timely disclosure of Standard Essential Intellectual Property Rights that it is willing to grant a license to its disclosed Standard Essential Intellectual Property Rights on fair, reasonable and non-discriminatory (FRAND) terms, the Participant shall grant to all other Participants, for the term of the Standard Essential Intellectual Property Rights, a non-exclusive, non-transferable license to the Participant's disclosed Standard Essential Intellectual Property Right on a worldwide basis, to make, design, have made, use, offer to sell, import, export, lease or otherwise dispose of products and services implementing the adopted Deliverables, subject to FRAND terms.

Notwithstanding any other provision of this IP Policy, the obligation to grant of license regarding Standard Essential Intellectual Property Rights on FRAND terms shall not apply to the extent that a Participant has made a timely disclosure of Standard Essential Intellectual Property Rights other than its own Contribution(s) in accordance with Section 5 that includes a statement of its unwillingness to license the Participant's disclosed Standard Essential Intellectual Property Rights.

For the avoidance of doubt, the Alliance will not be involved in determining FRAND terms according to this Section 4.3, and will not make any assurance that the obligation to apply such terms are fulfilled in practice by the Participant offering the license.

4.4 Standard Essential Intellectual Property Rights License to Third Parties on Reasonable and Non-discriminatory Terms

If a Participant grants license regarding Standard Essential Intellectual Property Rights on a royalty free basis to Participants according to Section 4.2 above or to the extent that a Participant elects to grant license to its disclosed Standard Essential Intellectual Property Rights on FRAND terms to Participants according to Section 4.3 above, the Participant shall additionally grant to all Third Parties, under the Standard Essential Intellectual Property Rights of such Participant and for the term of such Standard Essential Intellectual Property Rights, a non-exclusive, non-transferable, license on FRAND terms to its Standard Essential Intellectual Property Rights on a worldwide basis, to make, design, have made, use, offer to sell, import, export, lease or otherwise dispose of products or services implementing the adopted Deliverables.

For the avoidance of doubt, no Participant is required under this IP Policy to license its Standard Essential Intellectual Property Rights to a Third Party on a royalty free basis.

Notwithstanding any other terms of this IP Policy, it shall not be a violation of the requirement of any non-discriminatory license terms under this IP Policy for a Participant to have a different royalty structure for Third Parties than for Participants, provided that the royalty terms are neither discriminatory among Participants as a group nor among Third Parties as a group.

For the avoidance of doubt, the Alliance will not be involved in determining FRAND terms according to this Section 4.4, and will not make any assurance that the obligation to apply such terms are fulfilled in practice by the Participant offering the license.

5. Obligation to Disclose Standard Essential Intellectual Property Rights to Avoid Mandatory License

5.1 The development of any Deliverable presupposes that the Work Groups and the Participants have as much information about any Intellectual Property Rights constraints as possible. It is therefore a requirement that each Participant must disclose the existence of Intellectual Property Rights held by such Participant that is likely to include Standard Essential Intellectual Property Rights for which the Participant is not willing to grant a royalty-free license according to Section 4.2 above (for the avoidance of doubt, disclosure of Standard Essential Intellectual Property Rights is not mandatory if the Participant is willing to grant royalty-free licenses thereto to Participants and on FRAND terms to Third Parties).

5.2 Participants that are part of the Work Group for a draft Deliverable are encouraged to make disclosure as soon in the development process as possible after Participant determines that the draft Deliverable of such work group encompasses, or is likely to encompass, Standard Essential Intellectual Property Rights held by the Participant. Other Participants are encouraged to disclose any Standard Essential Intellectual Property Rights as soon as they become aware that a draft Deliverable encompasses, or is likely to encompass, such Participant's Standard Essential Intellectual Property Rights. In all cases, Participants are required to make disclosure of Intellectual Property Rights prior to the expiration of the Review Period provided in Section 6 to avoid the grant of a royalty-free license in disclosed Standard Essential Intellectual Property Rights to Participants if the draft Deliverable is adopted.

5.3 Disclosure of Standard Essential Intellectual Property Rights must include a list of the numbers of any issued patents or published patent applications, must be accompanied by a reference to the specific portion of the draft Deliverable affected for each patent claim, and must include a statement specifying that the legal entity owning or controlling the disclosed Standard Essential Intellectual Property Rights is either: 1) willing to grant a royalty-free license to such disclosed Standard Essential Intellectual Property Rights under Section 4.2, 2) willing to grant a FRAND license to such disclosed Standard Essential Intellectual Property Rights under Section 4.3, or 3) unwilling to grant licenses to such disclosed Standard Essential Intellectual Property Rights. No Participant may identify its own Contribution as Standard Essential Intellectual Property Rights for which Participant is unwilling to a grant a license and any such statement of unwillingness to license shall be null and void for all purposes under this IP Policy with respect to a Contribution of a Participant. Disclosure of Standard Essential Intellectual Property Rights shall be addressed to the Technical Committee and delivered prior to the expiration of the Review Period provided in Section 6. Provided that disclosure by a Participant meets the requirements of this Section 5.3 in all material respects and is received on a timely basis, any later edits, clarifications or revisions made by the Participant to the disclosure or its related statements in connection with Technical Committee review of the disclosure will be deemed to be filed with the Alliance on a timely basis. A Participant that has stated in its disclosure that it is unwilling to grant a license in its disclosed Standard Essential Intellectual Property shall additionally provide a written explanation to the Technical Committee regarding the basis for its position that the disclosed patents

are Standard Essential Intellectual Property Rights and shall provide reasonable assistance to the Technical Committee in its analysis of the disclosed Standard Essential Intellectual Property Rights relative to the proposed Deliverable. The Technical Committee will forward any and all disclosures of Standard Essential Intellectual Property Rights made in accordance herewith that are not withdrawn within a reasonable period of time to the Board of Directors.

6. Review Period; Action on Deliverables

6.1 To adopt any version of a Deliverable, a written notice (which shall include a copy of the proposed Deliverable) shall be sent by the Technical Committee to all Participants advising of such version proposed for adoption. A stated “Review Period” of no less than ninety (90) days after submission to said Participants of the proposed Deliverable shall then commence.

6.2 If Standard Essential Intellectual Property Rights are disclosed by a Participant during the Review Period and the Participant has either stated to the Technical Committee that it is willing to grant licenses to such Standard Essential Intellectual Property Rights on FRAND terms or that it is not willing to grant licenses to such Standard Essential Intellectual Property Rights and the Participant remains unwilling to grant licenses to such disclosed Standard Essential Intellectual Property Rights, the Board of Directors in consultation with the Technical Committee shall consider such disclosures. The Board of Directors shall have the option of sending the draft Deliverable back to the Work Group or other technical committee designated by the Board of Directors for further consideration and possible changes of the draft Deliverable including a change to make the implementation of the portion of the Deliverable subject to disclosed Standard Essential Intellectual Property Rights optional.

6.3 If a draft Deliverable is changed and resubmitted to the Participants, the draft Deliverable, as revised, will be subject to a new Review Period subject to the provisions of Section 6.1.

6.4 The Board of Directors shall not approve a draft Deliverable unless it believes in good faith that all mandatory-to-implement technology specified in a Deliverable will be available under license on no less than FRAND terms to all Participants and Third Parties.

6.5 Except in the case of withdrawal of a new Participant in accordance with Section 7.2, if and to the extent that a Participant has failed to disclose Standard Essential Intellectual Property Rights in compliance with Section 5 by the expiration of the Review Period, such Participant is not entitled to refuse: 1) a non-remunerative license to its Standard Essential Intellectual Property Rights to other Participants in accordance with Section 4.2, and 2) a license on FRAND terms to its Standard Essential Intellectual Property Rights to Third Parties in accordance with Section 4.4, in each case for implementation of the Deliverable if it is adopted by the Alliance.

7. New Participant Review

7.1 Withdrawal Review Period

Upon joining the Alliance, a Participant shall be permitted ninety (90) days (the “Withdrawal Review Period”) to review any previously adopted Deliverable for Standard Essential Intellectual Property Rights of the Participant. In the event that such Participant is not willing to grant all other Participants a royalty free license in accordance with Section 4.2 and all Third Parties a FRAND license in accordance with Section 4.4 for Standard Essential Intellectual Property Rights included in all previously adopted Deliverables, such Participant must withdraw from the Alliance prior to the expiration of the Withdrawal Review Period.

7.2 Draft Deliverable Review Period

Upon joining the Alliance, a Participant shall be permitted a period of time (the “Draft Deliverable Review Period”) to review any distributed draft Deliverable that has a Review Period established under Section 6 that overlaps with the Withdrawal Review Period. The Draft Deliverable Review Period shall not extend past the last day of the Review Period established under Section 6 and accordingly the Draft Deliverable Review Period will typically be shorter in duration than the Review Period established under Section 6. The new Participant may disclose Standard Essential Intellectual Property Rights for such draft Deliverable to avoid any mandatory licenses in its Standard Essential Property Rights under Section 4 and such disclosure will be valid provided that the disclosure is (i) submitted prior to the expiration of the pending Draft Deliverable Review Period and (ii) compliant with Section 5. Notwithstanding any other provision in this IP Policy, in the event a new Participant withdraws from the Alliance prior to the expiration of its Withdrawal Review Period, such Participant is not required to grant any license regarding Standard Essential Intellectual Property for any draft Deliverable that had a Review Period overlapping the Withdrawal Review Period that is adopted by the Alliance, whether or not such Standard Essential Intellectual Property is disclosed by the new Participant.

8. Additional Intellectual Property Right Clauses

8.1 Effect of Termination or Withdrawal

Any licenses of Standard Essential Intellectual Property Rights granted pursuant to this Policy by any Participant who has been terminated or who has withdrawn from the Alliance shall continue in accordance with the terms of this IP Policy. For the avoidance of doubt, any products or services which were or are previously available from a terminated or withdrawn Participant shall continue to enjoy the licenses to Standard Essential Intellectual Property Rights arising under this IP Policy prior to such termination or other withdrawal so long as such products or services continue to be marketed by the terminated or withdrawn Participant and comply with the pre-withdrawal released Deliverables.

8.2 Effect of Transfer of Standard Essential Intellectual Property Right

A Participant who grants a license under any of the clauses of Section 4 under any Standard Essential Intellectual Property Right hereby agrees to bind any successor-in-title to the Standard Essential Intellectual Property Right concerned to offer a license on the same terms as the license it granted.

8.3 Reciprocity

The license granted by a Participant under any of the clauses of Section 4 under any Standard Essential Intellectual Property Right shall be conditional on the licensee (whether another Participant or a Third Party) offering the Participant a license under its Standard Essential Intellectual Property Rights on the same terms.

8.4 Affiliates

Subject to exceptions agreed with OSSA, any rights granted under, and obligations arising out of, this IP Policy to a Participant extend to its Affiliates whether or not the term Affiliate is specifically included in the provision, but under no circumstances can an Affiliate claim more rights arising out of this IP Policy than a Participant. Each Participant shall be responsible for ensuring the compliance of its Affiliates with respect to obligations of such Participant and its Affiliates under this IP Policy. Any rights granted to Affiliates of a Participant under this IP Policy terminate without any notification when the Affiliate ceases to be an Affiliate of that Participant or when the rights of the Participant terminate. Any obligations arising out of this IP Policy of an Affiliate of a Participant shall continue when the Affiliate ceases to be an Affiliate of a Member to the full extent of the obligations arising under this IP Policy prior to the cessation of the Affiliate relationship.

9. Disclaimer and Limitation on Liability

The Alliance disclaims any responsibility for identifying the existence of or for evaluating the applicability of any Standard Essential Intellectual Property Rights, disclosed or otherwise, to any Deliverable or any versions thereof, and it will take no position on the validity or scope of any such Standard Essential Intellectual Property Rights or a disclosure thereof. However, the Technical Committee may take into account their own opinions of the validity, enforceability or applicability of Standard Essential Intellectual Property Rights in their deliberations.

For the avoidance of doubt, the Alliance and the Participants do not provide any warranty of any kind as regards infringement of Standard Essential Intellectual Property Rights. Accordingly, any implementation of a Deliverable is at the risk of the implementing Participant. The Deliverables may include references to Standard Essential Intellectual Property Rights of third parties which may need to be licensed separately.

10. Confidentiality

10.1 Participant Confidential Information

"Participant Confidential Information" means information concerning a Participant's business which is not generally known to the public and is disclosed to the Alliance or to Participants in connection with Alliance activities and relating to the Alliance's purposes. Participant Confidential Information may be disclosed: (i) in writing; (ii) by delivery of items; (iii) by authorized access to the information; and (iv) by oral and/or visual presentation. All written materials containing Participant Confidential Information must have a restrictive marking of the disclosing Participant at the time of disclosure. Participant Confidential Information disclosed orally must be summarized in writing with restrictive marking and provided to the Alliance or recipient Participant, as applicable, within ten (10) days of disclosure.

Participant Confidential Information does not include information that is: (i) is approved for release by written authorization of the Participant; (ii) was already known to the Alliance or the recipient Participant, as applicable, without breach of a non-disclosure obligation to the disclosing Participant; (iii) is developed independently by the Alliance or the recipient Participant, as applicable, without any use of the disclosing Participant Confidential Information; (iv) was publicly available when received, or thereafter becomes publicly available through no act or failure to act of the Alliance or the recipient Participant, as applicable; or (v) is required to be disclosed by a government agency or by a proper order of a court of competent jurisdiction; provided, however, that the Alliance or the recipient Participant, as applicable, will provide the disclosing Participant with prompt written notice of the request including such information as may be necessary so that the disclosing Participant may seek a

protective order or other appropriate remedy to protect its interests and the Alliance or recipient Participant, as applicable, shall further use reasonable efforts to minimize such disclosure.

10.2 Recipient Participant and Alliance Obligations

For three (3) years after receipt of Participant Confidential Information through disclosure by disclosing Participant, the recipient Participant or Alliance, as applicable, will:

- (a) Not disclose Participant Confidential Information to any third party other than as expressly permitted under this IP Policy;
- (b) Restrict disclosure of Participant Confidential Information to only those employees and contractors of the recipient Participant who need to know the Participant Confidential Information for the Alliance's purposes and who are bound by confidentiality terms at least as restrictive as those in this IP Policy;
- (c) Be responsible to the disclosing Participant for any use of Participant Confidential Information by its employees or contractors in violation of these terms;
- (d) Not reverse engineer, de-compile or disassemble any Participant Confidential Information;
- (e) Use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Participant Confidential Information;
- (f) Promptly notify the disclosing Participant upon discovery of any unauthorized use or disclosure of Participant Confidential Information and take reasonable steps to regain possession of the Participant Confidential Information and prevent further unauthorized actions or other breach of this the agreements in this IP Policy; and
- (g) Only use the Participant Confidential Information in connection with the Alliance's purposes.

At the end of such period, the recipient Participant or Alliance, as applicable, will either return to the disclosing Participant all materials containing Participant Confidential Information or destroy all copies thereof. Upon written request of the disclosing Participant, the recipient Participant or Alliance will certify such destruction in writing. Notwithstanding the foregoing, the recipient Participant or Alliance may retain a single archival copy of Participant Confidential Information for the sole purposes of internal controls and for use if applicable in case of a dispute concerning the provisions of this IP Policy.

10.3 No license, express or implied, in any Participant Confidential Information is granted under this IP Policy other than to use the Participant Confidential Information in the manner and to the extent authorized in this IP Policy.

10.4 The provisions of this Section 10 govern communications between the Participants relating to the Alliance's purposes. Participants agree to maintain the confidentiality of all discussions among Participants relating to the Alliance's purposes, as well as all minutes of meetings, draft Deliverables, or other materials prepared by or on behalf of the Alliance. Nothing in this Section is intended to govern communications that do not relate to the Alliance's purposes ("Other Communications") or to modify any agreement between two or more Participants relating to any Other Communications. Upon termination of a Participant's participation in the Alliance, the Alliance shall cease to use such Participant's Confidential Information and shall cause its agents to cease using such Participant's Confidential Information.

10.5 Confidentiality of information developed by Alliance employees or subcontractors is governed by the terms of the Participant Member Agreement.