

1 **1. INTRODUCTION**

2 The OASIS Intellectual Property Rights (IPR) Policy governs the treatment of
3 intellectual property in the production of deliverables by OASIS Open (hereafter
4 referred to as OASIS).

5 This Policy applies to all members of OASIS and their Affiliates (as defined
6 below). The OASIS Board of Directors may amend this Policy at any time in its
7 sole discretion. In the event of such change to this Policy, the Board will provide
8 instructions for transition of membership and Technical Committees to the new
9 Policy; however, no amendment to this Policy will be effective in less than 60
10 calendar days from the date that written notice of such amendment is given to
11 the Member at its address of record with OASIS.

12 **2. DEFINITIONS**

13 Each capitalized term within this document shall have the meaning provided
14 below:

15 2.1. **Affiliate** - any entity that directly or indirectly controls, is controlled by,
16 or is under common control with, another entity, so long as such control
17 exists. In the event that such control ceases to exist, such Affiliate will be
18 deemed to have withdrawn from OASIS pursuant to the terms set forth in the
19 withdrawal provisions in Section 11. For purposes of this definition, with
20 respect to a business entity, control means direct or indirect beneficial
21 ownership of or the right to exercise (i) greater than fifty percent (50%) of the
22 voting stock or equity in an entity; or (ii) greater than fifty percent (50%) of the
23 ownership interest representing the right to make the decisions for the subject
24 entity in the event that there is no voting stock or equity.

25 2.2. **Beneficiary** - any organization, including its Affiliates as defined in this
26 Policy, or individual who benefits from the OASIS Non-Assertion Covenant
27 with respect to Essential Claims from Obligated Parties for a particular OASIS
28 Final Deliverable. A Beneficiary need not be an OASIS member.

29 2.3. **Continuing Licensing or Non-Assertion Obligation** - a licensing or
30 non-assertion obligation, of the types defined by Section 9 of this Policy,
31 which survives a TC Party's withdrawal from an OASIS Technical Committee.

32 2.4. **Contribution** - any material submitted to an OASIS Technical
33 Committee by a TC Member in writing or electronically, whether in an in-
34 person meeting or in any electronic conference or mailing list maintained by
35 OASIS for the OASIS Technical Committee and which is or was proposed for
36 inclusion in an OASIS Deliverable.

37 2.5. **Contribution Obligation** - a licensing or non-assertion requirement, as
38 described in Section 10 that results from making a Contribution as described
39 in Section 9.1.

40 2.6. **Contributor** - a TC Party on whose behalf a Contribution is made by
41 the TC Party's TC Member.

42 2.7. **Covered Product** - includes only those specific portions of a product
43 (hardware, software or combinations thereof) that (a) implement and are
44 compliant with all Normative Portions of an OASIS Final Deliverable produced
45 by a Non-Assertion Mode TC that must be implemented to comply with such
46 deliverable, and (b) to the extent that the product implements one or more
47 optional portions of such deliverable, those portions that implement and are
48 compliant with all Normative Portions that must be implemented to comply
49 with such optional portions of the deliverable.

50 2.8. **Eligible Person** - one of a class of individuals that include: persons
51 holding individual memberships in OASIS, employees or designees of
52 organizational members of OASIS, and such other persons as may be
53 designated by the OASIS Board of Directors.

54 2.9. **Essential Claims** - those claims in any patent or patent application in
55 any jurisdiction in the world that would necessarily be infringed by an
56 implementation of those portions of a particular OASIS Final Deliverable
57 created within the scope of the TC charter in effect at the time such
58 deliverable was developed. A claim is necessarily infringed hereunder only
59 when it is not possible to avoid infringing it because there is no non-infringing
60 alternative for implementing the Normative Portions of that particular OASIS
61 Final Deliverable. Existence of a non-infringing alternative shall be judged
62 based on the state of the art at the time the OASIS Final Deliverable is
63 approved.

64 2.10. **Feedback** - any written or electronic input provided to an OASIS
65 Technical Committee by individuals who are not TC Members and which is
66 proposed for inclusion in an OASIS Deliverable. All such Feedback must be
67 made under the terms of the Feedback License (Appendix A).

68 2.11. **IPR Mode** - an element of an OASIS TC charter, which specifies the
69 type of licenses or non-assertion covenants required for any Essential Claims
70 associated with the output produced by a given Technical Committee. This is
71 further described in Section 4.

72 2.12. **Licensed Products** - include only those specific portions of a
73 Licensee's products (hardware, software or combinations thereof) that (a)
74 implement and are compliant with all Normative Portions of an OASIS Final
75 Deliverable that must be implemented to comply with such deliverable, and
76 (b) to the extent that the Licensee's products implement one or more optional

77 portions of such deliverable, those portions of Licensee's products that
78 implement and are compliant with all Normative Portions that must be
79 implemented to comply with such optional portions of the deliverable.

80 2.13. **Licensee** - any organization, including its Affiliates as defined in this
81 Policy, or individual that licenses Essential Claims from Obligated Parties for
82 a particular OASIS Final Deliverable. Licensees need not be OASIS
83 members.

84 2.14. **Normative Portion** - a portion of an OASIS Final Deliverable that must
85 be implemented to comply with such deliverable. If such deliverable defines
86 optional parts, Normative Portions include those portions of the optional part
87 that must be implemented if the implementation is to comply with such
88 optional part. Examples and/or reference implementations and other
89 specifications or standards that were developed outside the TC and which are
90 referenced in the body of a particular OASIS Final Deliverable that may be
91 included in such deliverable are not Normative Portions.

92 2.15. **Non-Assertion Mode TC** - an OASIS TC that is chartered under the
93 Non-Assertion IPR Mode described in Section 4.

94 2.16. **OASIS Deliverable** - a work product developed by a Technical
95 Committee within the scope of its charter, such as a specification, white
96 paper, technical note, or implementation guideline. An OASIS Deliverable
97 may or may not include Normative Portions.

98 2.17. **OASIS Draft Deliverable** - an OASIS Deliverable that has not been
99 designated and approved by a Technical Committee as an OASIS Final
100 Deliverable.

101 2.18. **OASIS Final Deliverable** - an OASIS Deliverable that has been
102 designated and approved by a Technical Committee as an OASIS Final
103 Deliverable.

104 2.19. **OASIS Party** - a member of OASIS (i.e., an entity that has executed an
105 OASIS Membership Agreement) and its Affiliates.

106 2.20. **OASIS TC Administrator** - the person(s) appointed to represent
107 OASIS in administrative matters relating to TCs as provided by the OASIS
108 Technical Committee Process.

109 2.21. **OASIS Technical Committee (TC)** - a group of Eligible Persons
110 formed, and whose actions are conducted, according to the provisions of the
111 OASIS Technical Committee Process.

112 2.22. **OASIS Technical Committee Process** - the "OASIS OPEN
113 TECHNICAL COMMITTEE PROCESS", as from time to time amended, which
114 describes the operation of Technical Committees at OASIS.

115 2.23. **Obligated Party** - a TC Party that incurs a licensing or non-assertion
116 obligation for its Essential Claims by either a Contribution Obligation or a
117 Participation Obligation.

118 2.24. **Participation Obligation** - a licensing or non-assertion requirement, as
119 described in Section 10, that arises from membership in an OASIS Technical
120 Committee, as described in Section 9.2.

121 2.25. **RAND Mode TC** - an OASIS TC that is chartered under the RAND IPR
122 Mode described in Section 4.

123 2.26. **RF Mode TC** - an OASIS TC that is chartered under one of the RF IPR
124 Modes described in Section 4.

125 2.27. **TC Member** - an Eligible Person who has completed the requirements
126 to join a TC during the period in which s/he maintains his or her membership
127 as described by the OASIS Technical Committee Process. A TC Member
128 may represent the interests of a TC Party in the TC.

129 2.28. **TC Party** - an OASIS Party that is, or is represented by, a TC Member
130 in the relevant Technical Committee.

131 3. **CONFIDENTIALITY**

132 Neither Contributions nor Feedback that are subject to any requirement of
133 confidentiality may be considered in any part of the OASIS Technical Committee
134 Process. All Contributions and Feedback will therefore be deemed to have been
135 submitted on a non-confidential basis, notwithstanding any markings or
136 representations to the contrary, and OASIS shall have no obligation to treat any
137 such material as confidential.

138 4. **TC FORMATION**

139 At the time a TC is chartered, the proposal to form the TC must specify the IPR
140 Mode under which the Technical Committee will operate. This Policy describes
141 the following IPR Modes:

142 4.1. **RAND** - requires all Obligated Parties to license their Essential Claims
143 using the RAND licensing elements described in Section 10.1.

144 4.2. **RF on RAND Terms** - requires all Obligated Parties to license their
145 Essential Claims using the RF licensing elements described in Sections
146 10.2.1 and 10.2.2.

147 4.3. **RF on Limited Terms** - requires all Obligated Parties to license their
148 Essential Claims using the RF licensing elements described in Sections
149 10.2.1 and 10.2.3.

150 4.4. **Non-Assertion** - requires all Obligated Parties to provide an OASIS
151 Non-Assertion Covenant as described in Section 10.3

152 A TC may not change its IPR Mode without closing and submitting a new charter.

153 5. **CONTRIBUTIONS**

154 5.1. **General**

155 At the time of submission of a Contribution for consideration by an OASIS
156 Technical Committee, each named co-Contributor (and its respective
157 Affiliates) is deemed to agree to the following terms and conditions and to
158 make the following representations (based on the actual knowledge of the TC
159 Member(s) making the Contribution, with respect to items 5.1.3 - 5.1.5 below,
160 inclusive):

161 5.1.1. OASIS has no duty to publish or otherwise use or disseminate any
162 Contribution.

163 5.1.2. OASIS may reference the name(s) of the Contributor(s) for the
164 purpose of acknowledging and publishing the Contribution.

165 5.1.3. The Contribution properly identifies any holders of copyright
166 interests in the Contribution.

167 5.1.4. No information in the Contribution is confidential, and OASIS may
168 freely disclose any information in the Contribution.

169 5.1.5. There are no limits to the Contributor's ability to make the grants,
170 acknowledgments, and agreements required by this Policy with respect to
171 such Contribution.

172 5.2. **Copyright Licenses**

173 5.2.1. To the extent that a Contributor holds a copyright interest in its
174 Contribution, such Contributor grants to OASIS a perpetual, irrevocable,
175 non-exclusive, royalty-free, worldwide copyright license, with the right to
176 directly and indirectly sublicense, to copy, publish, and distribute the
177 Contribution in any way, and to prepare derivative works that are based on
178 or incorporate all or part of the Contribution solely for the purpose of
179 developing and promoting the OASIS Deliverable and enabling (subject to
180 the rights of the owners of any Essential Claims) the implementation of the
181 same by Licensees or Beneficiaries.

182 5.2.2. To the extent that a Contribution is subject to copyright by parties
183 that are not Contributors, the submitter(s) must provide OASIS with a
184 signed "Copyright License Grant" (Appendix B) from each such copyright
185 owner whose permission would be required to permit OASIS to exercise
186 the rights described in Appendix B.

187 **5.3. Trademarks**

188 5.3.1. Trademarks or service marks that are not owned by OASIS shall
189 not be used by OASIS, except as approved by the OASIS Board of
190 Directors, to refer to work conducted at OASIS, including the use in the
191 name of an OASIS TC, an OASIS Deliverable, or incorporated into such
192 work.

193 5.3.2. No OASIS Party may use an OASIS trademark or service mark in
194 connection with an OASIS Deliverable or otherwise, except in compliance
195 with such license and usage guidelines as OASIS may from time to time
196 require.

197 **6. LIMITED PATENT COVENANT FOR DELIVERABLE DEVELOPMENT**

198 To permit TC Members and their TC Parties to develop implementations of
199 OASIS Draft Deliverables being developed by a TC, each TC Party represented
200 by a TC Member in a TC, at such time that the TC Member joins the TC, grants
201 to each other TC Party in that TC automatically and without further action on its
202 part, and on an ongoing basis, a limited covenant not to assert any Essential
203 Claims required to implement such OASIS Draft Deliverable and covering making
204 or using (but not selling or otherwise distributing) an implementation of such
205 OASIS Draft Deliverable, solely for the purpose of testing and developing such
206 deliverable and only until either the OASIS Draft Deliverable is approved as an
207 OASIS Final Deliverable or the Technical Committee is closed.

208 **7. FEEDBACK**

209 7.1. OASIS encourages Feedback to OASIS Deliverables from both OASIS
210 Parties who are not TC Parties and the public at large. Feedback will be
211 accepted only under the "Feedback License" (Appendix A).

212 7.2. OASIS will require that submitters of Feedback agree to the terms of
213 the Feedback License before transmitting submitted Feedback to the
214 Technical Committee.

215 **8. DISCLOSURE**

216 8.1. **Disclosure Obligations** - Each TC Party shall disclose to OASIS in
217 writing the existence of all patents and/or patent applications owned or
218 claimed by such TC Party that are actually known to the TC Member directly

219 participating in the TC, and which such TC Member believes may contain any
 220 Essential Claims or claims that might become Essential Claims upon approval
 221 of an OASIS Final Deliverable as such document then exists (collectively,
 222 "Disclosed Claims").

223 **8.2. Disclosure of Third Party Patent Claims** - Each TC Party whose TC
 224 Members become aware of patents or patent applications owned or claimed
 225 by a third party that contain claims that might become Essential Claims upon
 226 approval of an OASIS Final Deliverable should disclose them, provided that
 227 such disclosure is not prohibited by any confidentiality obligation binding upon
 228 them. It is understood that any TC Party that discloses third party patent
 229 claims to OASIS does not take a position on the essentiality or relevance of
 230 the third party claims to the OASIS Final Deliverable in its then-current form.
 231

232 In both cases (Sections 8.1 and 8.2), it is understood and agreed that such
 233 TC Party(s)' TC Member(s) do not represent that they know of all potentially
 234 pertinent claims of patents and patent applications owned or claimed by the
 235 TC Party or any third parties. For the avoidance of doubt, while the disclosure
 236 obligation under Sections 8.1 and 8.2 applies directly to all TC Parties, this
 237 obligation is triggered based on the actual knowledge of the TC Party's TC
 238 Members regarding the TC Party's patents or patent applications that may
 239 contain Essential Claims.

240 **8.3. Disclosure Requests** - Disclosure requests will be included as
 241 described in Section 12 with all public review copies of OASIS Final
 242 Deliverables. All OASIS Parties are encouraged to review such OASIS Final
 243 Deliverables and make appropriate disclosures.

244 **8.4. Limitations** - A disclosure request and the obligation to disclose set
 245 forth above do not imply any obligations on the recipients of disclosure
 246 requests (collectively or individually) or on any OASIS Party to perform or
 247 conduct patent searches. Nothing in this Policy nor the act of receiving a
 248 disclosure request for an OASIS Final Deliverable, regardless of whether it is
 249 responded to, shall be construed or otherwise interpreted as any kind of
 250 express or implied representation with respect to the existence or non-
 251 existence of patents or patent applications which contain Essential Claims,
 252 other than that such TC Party has acted in good faith with respect to its
 253 disclosure obligations.

254 **8.5. Information** - Any disclosure of Disclosed Claims shall include (a) in
 255 the case of issued patents and published patent applications, the patent or
 256 patent application publication number, the associated country and, as
 257 reasonably practicable, the relevant portions of the applicable OASIS Final
 258 Deliverable; and (b) in the case of unpublished patent applications, the
 259 existence of the unpublished application and, as reasonably practicable, the
 260 relevant portions of the applicable OASIS Final Deliverable.

261 **9. TYPES OF OBLIGATIONS**

262 **9.1. Contribution Obligation**

263 A TC Party has a Contribution Obligation, which arises at the time the
 264 Contribution is submitted to a TC, to license or provide under non-assertion
 265 covenants as appropriate for the IPR mode described in Section 10, any
 266 claims under its patents or patent applications that become Essential Claims
 267 when such Contribution is incorporated (either in whole or in part) into the
 268 OASIS Final Deliverable produced by the TC that received the Contribution.

269 **9.2. Participation Obligation**

270 A TC Party has a Participation Obligation to license or provide under non-
 271 assertion covenant as appropriate for the IPR mode described in Section 10,
 272 any claims under its patents or patent applications that would be Essential
 273 Claims in the then current OASIS Draft Deliverable, if that draft subsequently
 274 becomes an OASIS Final Deliverable, even if the TC Party is not a
 275 Contributor, when all of the following conditions are met:

- 276 • An OASIS Final Deliverable is finally approved that incorporates such
 277 OASIS Draft Deliverable, either in whole or in part;
- 278
- 279 • The TC Party has been on, or has been represented by TC Member(s)
 280 on such TC for a total of sixty (60) calendar days, which need not be
 281 continuous;
- 282
- 283
- 284 • The TC Party is on, or is represented by TC Member(s) on such TC
 285 after a period of seven (7) calendar days after the ballot to approve
 286 such OASIS Draft Deliverable has elapsed.
- 287

288 For organizational TC Parties, the membership threshold is met by one or
 289 more employees or organizational designees of such Parties having been a
 290 TC Member on any 60 calendar days, although any given calendar day is
 291 only one day of membership, regardless of the number of participants on that
 292 day.

293 Each time a new OASIS Draft Deliverable is approved by the TC, the
 294 Participation Obligation adjusts to encompass the material in the latest OASIS
 295 Draft Deliverable seven days after such draft has been approved for
 296 publication.

297 **10. LICENSING REQUIREMENTS**

298 **10.1. RAND Mode TC Requirements**

299 For an OASIS Final Deliverable developed by a RAND Mode TC, except
 300 where a Licensee has a separate, signed agreement under which the
 301 Essential Claims are licensed to such Licensee on more favorable terms and
 302 conditions than set forth in this section (in which case such separate signed
 303 agreement shall supersede this Limited Patent License), each Obligated
 304 Party in such TC hereby covenants that, upon request and subject to Section
 305 11, it will grant to any OASIS Party or third party: a nonexclusive, worldwide,
 306 non-sublicensable, perpetual patent license (or an equivalent non-assertion
 307 covenant) under its Essential Claims covered by its Contribution Obligations
 308 or Participation Obligations on fair, reasonable, and non-discriminatory terms
 309 to make, have made, use, market, import, offer to sell, and sell, and to
 310 otherwise directly or indirectly distribute Licensed Products that implement
 311 such OASIS Final Deliverable. Such license need not extend to features of a
 312 Licensed Product that are not required to comply with the Normative Portions
 313 of such OASIS Final Deliverable. For the sake of clarity, the rights set forth
 314 above include the right to directly or indirectly authorize a third party to make
 315 unmodified copies of the Licensee's Licensed Products and to license
 316 (optionally under the third party's license) the Licensee's Licensed Products
 317 within the scope of, and subject to the terms of, the Obligated Party's license.

318 At the election of the Obligated Party, such license may include a term
 319 requiring the Licensee to grant a reciprocal license to its Essential Claims (if
 320 any) covering the same OASIS Final Deliverable. Such term may require the
 321 Licensee to grant licenses to all implementers of such deliverable. The
 322 Obligated Party may also include a term providing that such license may be
 323 suspended with respect to the Licensee if that Licensee first sues the
 324 Obligated Party for infringement by the Obligated Party of any of the
 325 Licensee's Essential Claims covering the same OASIS Final Deliverable.

326 License terms that are fair, reasonable, and non-discriminatory beyond those
 327 specifically mentioned above are left to the Licensees and Obligated Parties
 328 involved.

329 10.2. RF Mode TC Requirements

330 10.2.1. Common

331 For an OASIS Final Deliverable developed by an RF Mode TC, except
 332 where a Licensee has a separate, signed agreement under which the
 333 Essential Claims are licensed to such Licensee on more favorable terms
 334 and conditions than set forth in this section (in which case such separate
 335 signed agreement shall supersede this Limited Patent License), each
 336 Obligated Party in such TC hereby covenants that, upon request and
 337 subject to Section 11, it will grant to any OASIS Party or third party: a
 338 nonexclusive, worldwide, non-sublicensable, perpetual patent license (or
 339 an equivalent non-assertion covenant) under its Essential Claims covered
 340 by its Contribution Obligations or Participation Obligations without

341 payment of royalties or fees, and subject to the applicable Section 10.2.2
 342 or 10.2.3, to make, have made, use, market, import, offer to sell, and sell,
 343 and to otherwise distribute Licensed Products directly or indirectly that
 344 implement such OASIS Final Deliverable. Such license need not extend to
 345 features of a Licensed Product that are not required to comply with the
 346 Normative Portions of such OASIS Final Deliverable. For the sake of
 347 clarity, the rights set forth above include the right to directly or indirectly
 348 authorize a third party to make unmodified copies of the Licensee's
 349 Licensed Products and to license (optionally under the third party's
 350 license) the Licensee's Licensed Products, within the scope of, and
 351 subject to the terms of, the Obligated Party's license.

352 At the election of the Obligated Party, such license may include a term
 353 requiring the Licensee to grant a reciprocal license to its Essential Claims
 354 (if any) covering the same OASIS Final Deliverable. Such term may
 355 require the Licensee to grant licenses to all implementers of such
 356 deliverable. The Obligated Party may also include a term providing that
 357 such license may be suspended with respect to the Licensee if that
 358 Licensee first sues the Obligated Party for infringement by the Obligated
 359 Party of any of the Licensee's Essential Claims covering the same OASIS
 360 Final Deliverable.

361 10.2.2. **RF on RAND Terms**

362 With TCs operating under the RF on RAND Terms IPR Mode, license
 363 terms that are fair, reasonable, and non-discriminatory beyond those
 364 specifically mentioned in Section 10.2.1 may also be included, and such
 365 additional RAND terms are left to the Licensees and Obligated Parties
 366 involved.

367 10.2.3. **RF on Limited Terms**

368 With TCs operating under the RF on Limited Terms IPR Mode, Obligated
 369 Parties may not impose any further conditions or restrictions beyond those
 370 specifically mentioned in Section 10.2.1 on the use of any technology or
 371 intellectual property rights, or other restrictions on behavior of the
 372 Licensee, but may include reasonable, customary terms relating to
 373 operation or maintenance of the license relationship, including the
 374 following: choice of law and dispute resolution.

375 10.3. **Non-Assertion Mode TC Requirements**

376
 377 10.3.1. For an OASIS Final Deliverable developed by a Non-Assertion
 378 Mode TC, each Obligated Party in such TC hereby makes the following
 379 world-wide "OASIS Non-Assertion Covenant".
 380

381 Each Obligated Party in a Non-Assertion Mode TC irrevocably
382 covenants that, subject to Section 10.3.2 and Section 11 of the
383 OASIS IPR Policy, it will not assert any of its Essential Claims
384 covered by its Contribution Obligations or Participation
385 Obligations against any OASIS Party or third party for making,
386 having made, using, marketing, importing, offering to sell,
387 selling, and otherwise distributing Covered Products that
388 implement an OASIS Final Deliverable developed by that TC.
389

390 10.3.2. The covenant described in Section 10.3.1 may be suspended or
391 revoked by the Obligated Party with respect to any OASIS Party or third
392 party if that OASIS Party or third party asserts an Essential Claim in a suit
393 first brought against, or attempts in writing to assert an Essential Claim
394 against, a Beneficiary with respect to a Covered Product that implements
395 the same OASIS Final Deliverable.

396 11. WITHDRAWAL AND TERMINATION

397 A TC Party may withdraw from a TC at any time by notifying the OASIS TC
398 Administrator in writing of such decision to withdraw. Withdrawal shall be
399 deemed effective when such written notice is sent.
400

401 11.1. Withdrawal from a Technical Committee

402 A TC Party that withdraws from an OASIS Technical Committee shall have
403 Continuing Licensing or Non-Assertion Obligations based on its Contribution
404 Obligations and Participation Obligations as follows:

405 11.1.1. A TC Party that has incurred neither a Contribution Obligation nor
406 a Participation Obligation prior to withdrawal has no licensing or non-
407 assertion obligations for OASIS Final Deliverable(s) originating from that
408 OASIS TC.

409 11.1.2. A TC Party that has incurred a Contribution Obligation prior to
410 withdrawal continues to be subject to its Contribution Obligation.

411 11.1.3. A TC Party that has incurred a Participation Obligation prior to
412 withdrawal continues to be subject to its Participation Obligation but only
413 with respect to OASIS Draft Deliverable(s) approved more than seven (7)
414 calendar days prior to its withdrawal.

415 11.2. Termination of an OASIS Membership

416 An OASIS Party that terminates its OASIS membership (voluntarily or
417 involuntarily) is deemed to withdraw from all TCs in which that OASIS Party
418 has TC Member(s) representing it, and such OASIS Party remains subject to
419 Continuing Licensing or Non-Assertion Obligations for each such TC based

420 on its Obligated Party status in that TC on the date that its membership
421 termination becomes effective.

422 **12. LIMITATIONS OF LIABILITY**

423 All OASIS Deliverables are provided "as is", without warranty of any kind,
424 express or implied, and OASIS, as well as all OASIS Parties and TC Members,
425 expressly disclaim any warranty of merchantability, fitness for a particular or
426 intended purpose, accuracy, completeness, non-infringement of third party rights,
427 or any other warranty.

428 In no event shall OASIS or any of its constituent parts (including, but not limited
429 to, the OASIS Board of Directors), be liable to any other person or entity for any
430 loss of profits, loss of use, direct, indirect, incidental, consequential, punitive, or
431 special damages, whether under contract, tort, warranty, or otherwise, arising in
432 any way out of this Policy, whether or not such party had advance notice of the
433 possibility of such damages.

434 In addition, except for grossly negligent or intentionally fraudulent acts, OASIS
435 Parties and TC Members (or their representatives), shall not be liable to any
436 other person or entity for any loss of profits, loss of use, direct, indirect,
437 incidental, consequential, punitive, or special damages, whether under contract,
438 tort, warranty, or otherwise, arising in any way out of this Policy, whether or not
439 such party had advance notice of the possibility of such damages.

440 OASIS assumes no responsibility to compile, confirm, update or make public any
441 assertions of Essential Claims or other intellectual property rights that might be
442 infringed by an implementation of an OASIS Deliverable.

443 If OASIS at any time refers to any such assertions by any owner of such claims,
444 OASIS takes no position as to the validity or invalidity of such assertions, or that
445 all such assertions that have or may be made have been referred to.

446 **13. GENERAL**

447 13.1. By ratifying this document, OASIS warrants that it will not inhibit the
448 traditional open and free access to OASIS documents for which license and
449 right have been assigned or obtained according to the procedures set forth in
450 this section. This warranty is perpetual and will not be revoked by OASIS or
451 its successors or assigns as to any already adopted OASIS Final Deliverable;
452 provided, however, that neither OASIS nor its assigns shall be obligated to:

453 13.1.1. Perpetually maintain its existence; nor

454 13.1.2. Provide for the perpetual existence of a website or other public
455 means of accessing OASIS Final Deliverables; nor

456 13.1.3. Maintain the public availability of any given OASIS Final
457 Deliverable that has been retired or superseded, or which is no longer
458 being actively utilized in the marketplace.

459 13.2. Where any copyrights, trademarks, patents, patent applications, or
460 other proprietary rights are known, or claimed, with respect to any OASIS
461 Deliverable and are formally brought to the attention of the OASIS TC
462 Administrator, OASIS shall consider appropriate action, which may include
463 disclosure of the existence of such rights, or claimed rights. The OASIS
464 Technical Committee Process shall prescribe the method for providing this
465 information.

466 13.2.1. OASIS disclaims any responsibility for identifying the existence of
467 or for evaluating the applicability of any claimed copyrights, trademarks,
468 patents, patent applications, or other rights, and will make no assurances
469 on the validity or scope of any such rights.

470 13.2.2. Where the OASIS TC Administrator is formally notified of rights, or
471 claimed rights under Section 8 with respect to entities other than Obligated
472 Parties, the OASIS President shall attempt to obtain from the claimant of
473 such rights a written assurance that any Licensee or Beneficiary will be
474 able to obtain the right to utilize, use, and distribute the technology or
475 works when implementing, using, or distributing technology based upon
476 the specific OASIS Final Deliverable (or, in the case of an OASIS Draft
477 Deliverable, that any Licensee or Beneficiary will then be able to obtain
478 such a right) under terms that are consistent with this Policy. All such
479 information will be made available to the TC that produced such
480 deliverable, but the failure to obtain such written assurance shall not
481 prevent votes from being conducted, except that the OASIS TC
482 Administrator may defer approval for a reasonable period of time where a
483 delay may facilitate the obtaining of such assurances. The results will,
484 however, be recorded by the OASIS TC Administrator, and made
485 available to the public. The OASIS Board of Directors may also direct that
486 a summary of the results be included in any published OASIS Final
487 Deliverable.

488 13.2.3. Except for the rights expressly provided herein, neither OASIS nor
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490 otherwise, any rights under any patents or other intellectual property rights
491 of the OASIS Party, OASIS, any other OASIS Party, or any third party.

492 13.3. Solely for purposes of Section 365(n) of Title 11, United States
493 Bankruptcy Code, and any equivalent law in any foreign jurisdiction, the
494 promises under Section 10 will be treated as if they were a license and any
495 OASIS Party or third-party may elect to retain its rights under this promise if
496 Obligated Party, as a debtor in possession, or a bankruptcy trustee in a case

497 under the United States Bankruptcy Code, rejects any obligations stated in
498 Section 10.

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559 14.3. Additional Copyright Notices

560 Additional copyright notices identifying Contributors may also be included with
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563 Appendix A. Feedback License

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599 By: _____ (Signature)

600 Name: _____

601 Title: _____ Organization: _____

602 Date: _____ Email: _____

603

604

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615 OASIS Intellectual Property Rights ("IPR") Policy, see [http://www.oasis-
open.org/who/intellectualproperty.php](http://www.oasis-
616 open.org/who/intellectualproperty.php)).

617 Assent of the Undersigned:

618 By: _____ (Signature)

619 Name: _____

620 Title: _____ Organization: _____

621 Date: _____ Email: _____

622