

RVU ALLIANCE

INTELLECTUAL PROPERTY RIGHTS POLICY

SECTION 1. DEFINITIONS

The following definitions, as well as those set forth in the Bylaws, shall apply to this Intellectual Property Rights Policy:

1.1 “Compliant Portion” means only those specific portions of products (hardware, software or combinations thereof) that: (i) implement and are compliant with all relevant portions of a Final Specification, and (ii) are within the bounds of the Scope.

1.2 “Contribution” and “Contributed” means a submission by a Member or its Affiliate proposing an addition to or modification of a Draft Specification or portion thereof, or a Final Specification or portion thereof, provided that the submission is either (i) submitted in writing (including a writing in electronic medium) or (ii) stated orally, memorialized with specificity in the written minutes of a meeting, and attributed in the meeting minutes to the submitting Member or its Affiliate, provided that the minutes are promptly provided to the individual representing the submitting Member or its Affiliate, unless the submitting Member or its Affiliate withdraws its submission in writing as soon as practicable and in any event, no later than fifteen (15) days of receipt of such written minutes.

1.3 “Draft Specification” means a document in development or under consideration for adoption as a Final Specification that has not been adopted or approved by the Corporation in accordance with Section 2.

1.4 “Final Specification” means a document that has been adopted and approved for release by the Corporation in accordance with Section 2.

1.5 “Necessary Claims” means those claims of all patents and published patent applications, other than design patents and design registrations, throughout the world which a Member or its Affiliates have the right, any time during the existence of the Corporation, to grant licenses of the nature agreed to be granted herein without such grant resulting in payment of royalties or other consideration to third parties (except for payments to Affiliates or employees), which claims are necessarily infringed by compliance with the express terms of a Final Specification and which are within the bounds of the Scope, where such infringement could not have been avoided by another commercially reasonable noninfringing implementation of such Final Specification. Necessary Claims do not include any claims other than those set forth above even if contained in the same patent as Necessary Claims.

1.6 “Scope” means those protocols, electrical signaling characteristics, register models, communication and network interface protocols, application program interfaces, service provider interfaces, physical dimensions and characteristics, and/or data structures solely to the extent disclosed with particularity in the Final Specification where the primary purpose of such disclosure is to enable products to interoperate, interconnect or communicate as defined within the Final Specification. Notwithstanding the foregoing, the Scope shall not include: (i) any technology that may be necessary to develop, design, manufacture, sell or use any product or portion thereof that complies with the Final Specification but is not expressly set forth in the Final Specification (examples of such technologies include without limitation semiconductor manufacturing technology, compiler technology, object oriented technology, operating system technology); or (ii) the implementation or use of other published specifications developed elsewhere but referred to in the body of the Final Specification; or (iii) portion of

any product or any combination of products (or portions of products) that are not required for compliance with the Final Specification. The Scope shall include only architectural and interconnection requirements of the Final Specification and shall not include any implementation examples contained in the Final Specification unless the Final Specification expressly states that such implementation examples are to be included within the Scope of the limited patent license.

SECTION 2. SPECIFICATION REVIEW AND NOTICE

2.1 Draft Specifications; License Review Period. A Technical Work Group, to be chartered by the Board of Directors, shall have the responsibility for drafting and developing Draft Specifications. At such time as the Technical Work Group determines that a Draft Specification is ready for final review, the Draft Specification shall be sent to the Board of Directors for their approval. Upon such approval, the Board of Directors shall send the complete copies of the Draft Specification to the Members for review pursuant to Section 2.2, below. The Board of Directors may, in its sole discretion, elect to conduct a technical review of any Draft Specification prior to considering the Draft Specification for approval. If the Board of Directors does not approve a Draft Specification, the Secretary will return such Draft Specification to the Technical Work Group.

2.2 Draft Specifications Review. For a period of sixty (60) days from the date that the Board of Directors sends a Draft Specification to the Members as contemplated above, the Members, on behalf of themselves and their Affiliates, may review the same for any Necessary Claims that may be implicated by the Draft Specification. While there is no requirement for a Member to review its patent portfolio for Necessary Claims, Members are advised that unless they provide a timely Licensing Objection pursuant to Section 2.3, or notice of withdrawal pursuant to Section 2.4, before the end of this sixty (60) day period, the Member is committing to the licensing provisions of Section 3 with regard to Necessary Claims implicated by the Draft Specification, if and when the Draft Specification implicating those Necessary Claims is adopted by the Corporation as a Final Specification in accordance with this Section 2.

2.3 Licensing Objection. In the event that the Member in good faith believes that the implementation of Necessary Claims in the Draft Specification would require a license from that Member, and that such Member is unwilling to provide a license under such Necessary Claims in accordance with Section 3, below, that Member must within the review period of Section 2.2 provide written notification to the Executive Director of its intent not to grant licenses under such Necessary Claims (“Licensing Objection”). Notwithstanding the foregoing, a Member shall not have the right to submit a Licensing Objection with respect to (i) any Necessary Claims in any Contribution submitted by such Member or its Affiliate, or (ii) any Necessary Claims that were implicated in prior versions of the Draft Specification currently under review (and that had been previously reviewed pursuant to this Section 2). Such Licensing Objection will include written identification of any Necessary Claims that such Member refuses to license hereunder. In the event that a Member properly submits a Licensing Objection within the license review period set forth in Section 2.2, above, such Member shall not be required to grant licenses under the identified Necessary Claims. The Board of Directors shall have the discretion to implement and require a standard form document for the submission of Licensing Objections.

2.4 Withdrawal. In lieu of delivering a Licensing Objection pursuant to Section 2.3, a Member (including its Affiliates) who has not made a Contribution to the Draft Specification may provide notice to the Executive Director that it withdraws from participation in the Corporation pursuant to this subsection (“Notice of Withdrawal”), if that Member determines that the Draft Specification implicates Necessary Claims which that Member is unwilling to license to the other Members pursuant to Section 3. A Member wishing to exercise the right to withdraw under this provision must deliver notice of

withdrawal not later than the end of the review period for the applicable Draft Specification referenced in Section 2.2. Said notice must include written identification of any Necessary Claims that it does not wish to license hereunder. The Board of Directors shall have the discretion to implement and require a standard form document for the submission of Notices of Withdrawal.

2.5 Responding to any Licensing Objection or Notice of Withdrawal; Subsequent Draft Specification Reviews. Any and all Licensing Objections and/or Notices or Withdrawal timely received by the Executive Director shall be immediately forwarded to both the Board of Directors and the Technical Work Group. Upon receipt of a Licensing Objection and/or Notice of Withdrawal, the Board of Directors shall determine whether to cause either the full Technical Work Group, or an ad-hoc subcommittee thereof, to review and evaluate each Licensing Objection and Notice of Withdrawal, as well as to identify alternative design options or recommendations for the Draft Specification. The Technical Work Group or subcommittee thereof shall deliver to the Board of Directors the results of its findings within a reasonable period of time (hereinafter referred to as the “Licensing Objection Evaluation”). Should the Technical Work Group or ad-hoc subcommittee thereof recommend material changes to the Draft Specification, then the Technical Work Group shall commence the necessary modifications to the Draft Specification. Once modified, the Draft Specification review process started in Section 2.1, above, shall commence again. Should the Technical Work Group or ad-hoc subcommittee thereof recommend that no material changes be made to the Draft Specification, then the Draft Specification shall proceed for final approval pursuant to Section 2.6, below.

2.6 Approval of Final Specifications. After completion of the Draft Specification review process stated in Sections 2.1 through 2.5, above, the Technical Work Group shall submit such Draft Specification to the Board of Directors for final review. If the Board of Directors approves such Draft Specification via an affirmative vote of the total number of Directors, less one (1), then the Draft Specification shall become a Final Specification. In the event that the Board of Directors fails to approve such Draft Specification as a Final Specification, such Draft Specification shall be returned to the Technical Work Group. Promptly after approval of a Draft Specification as a Final Specification, the Board of Directors shall distribute a copy thereof to all Members, together with a list of such Members who have submitted effective Licensing Objections and/or Notices or Withdrawal with respect thereto.

SECTION 3. LICENSING OF MEMBER INTELLECTUAL PROPERTY RIGHTS

When a Member or its Affiliate makes a Contribution to a Final Specification, including revisions thereto, or when a Final Specification is approved pursuant to Section 2.6, above, the Member, for itself and on behalf of its Affiliates, hereby agrees to grant to other Members and their Affiliates under reasonable terms and conditions that are demonstrably free of any unfair discrimination, a nonexclusive, nontransferable, irrevocable (except upon breach by licensee), worldwide license (with or without compensation) under its Necessary Claims and its Affiliates' Necessary Claims to allow such other Members and their Affiliates to make, have made, use, import, offer to sell, lease, sell and otherwise distribute Compliant Portions, provided that such agreement to license shall not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion. Such reasonable and nondiscriminatory terms may include reasonable and nondiscriminatory defensive suspension or termination provisions. The provisions of this Section 3 shall not apply to any agreement entered into by a Member or any of its Affiliates prior to the commencement of such Member's membership in the Corporation, so long as such agreement was not entered into solely for the purpose of circumventing such Member's or any of its Affiliates' obligations under this Intellectual Property Rights Policy.

SECTION 4. RECIPROCITY

The provisions of Section 3 concerning the grant of patent licenses between Members and their Affiliates shall not be effective as to any other Member or that other Member's Affiliates, if that Member or its Affiliates do not, in fact and practice, make the patent license grant of Section 3 available to the other Members and their Affiliates.

SECTION 5. RETENTION OF RIGHTS

Nothing contained in this Intellectual Property Rights Policy shall be deemed as requiring a Member or its Affiliates to grant or withhold any license or sublicense of an individual Member's or Affiliate's patents containing Necessary Claims to non-Members on such terms as the Member or its Affiliates may determine.

SECTION 6. NO OTHER LICENSE

The Members agree no license, immunity or other right is granted under this Intellectual Property Rights Policy by any Member or its Affiliates to any other Members or their Affiliates or to the Corporation, either directly or by implication, estoppel or otherwise, other than the agreements to grant licenses expressly set forth herein.

SECTION 7. TRANSFER OF NECESSARY CLAIMS

Each Member, for itself and on behalf of its Affiliates, agrees that neither it nor its Affiliates will transfer, and have not transferred, patents or published patent applications having Necessary Claims solely for the purpose of circumventing such Member's and its Affiliates' obligations under this Intellectual Property Rights Policy. In the event a Member or any of its Affiliates assigns or transfers a patent or published patent application containing, or consisting of, Necessary Claims in Contributions made by the Member or its Affiliates prior to, or at the time of, the assignment or transfer, the Member, for itself and on behalf of its Affiliates, agrees to exercise reasonable efforts to notify the assignee or transferee that such patents or published patent applications may be subject to the licensing provisions of Section 3, above, and the survival provisions of Section 10, below. It is the intent of each Member, on behalf of itself and its Affiliates, that the obligation to license Necessary Claims contained in Section 3 be a covenant that runs with each Necessary Claim and binds direct and indirect transferees of each Necessary Claim.

SECTION 8. COPYRIGHTS

8.1. To the Corporation. Each Member, on behalf of itself and its Affiliates, grants to the Corporation a worldwide, irrevocable, nonexclusive, nontransferable copyright license to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform the Contributions of the granting Member and its Affiliates solely for the purposes of developing, publishing and distributing Final Specifications and related materials.

8.2. From the Corporation. As to Final Specifications adopted by the Corporation prior to or during a Member's membership in the Corporation, or other copyrighted materials of the Corporation, the Corporation grants each Member and its Affiliates a worldwide, irrevocable (except for breach), nonexclusive, nonsublicensable, nontransferable copyright license to, internally (within the Member company including Affiliates or, subject to a restricted use nondisclosure agreement, third party contractors of Member) reproduce, distribute, perform, create derivative works of and display the Final Specifications and promotional materials, solely for the purposes of developing products based upon the

Final Specification, procuring products based upon the Final Specifications, or designing, developing or implementing internal systems and processes based upon the Final Specifications. This license to the Members and their Affiliates expressly excludes the right to create derivative works except under the restrictions set forth in this Section 8.2.

SECTION 9. TRADEMARKS

In the event that the Corporation proposes to adopt any other name or logo as a trademark or trade name (collectively, “**Trademarks**”), the Corporation shall notify the Members in writing of the proposal. The Corporation shall take such steps as the Board of Directors deems necessary and proper to protect its rights under such Trademarks adopted for use by the Corporation. In furtherance thereof, the Board of Directors shall establish and disseminate reasonable conditions and procedures for the licensing and use of such Trademarks, demonstrably free of any unfair discrimination among the Members and their Affiliates.

SECTION 10. SURVIVAL OF AGREEMENT TO GRANT LICENSE

Notwithstanding a Member or its Affiliate’s transfer of Necessary Claims pursuant to Section 7, the dissolution of the Corporation or a Member’s termination or nonrenewal of its membership in the Corporation and except as provided in Section 11, a Member’s agreement to grant a license as provided in Section 3 and Section 4 shall remain in full force and effect for: (a) any Necessary Claim to a Contribution made to a later adopted Final Specification or any Necessary Claim to a Final Specification adopted before the effective date of the transfer of the Necessary Claims, dissolution or before the effective date of a Member’s termination, withdrawal or expiration of membership; and (b) any Necessary Claims to a Final Specification adopted by the Corporation after the effective date of the transfer of the Necessary Claims, or Member’s termination, withdrawal or expiration of membership, that are necessary for the future Final Specification to be backwards compatible with the Final Specifications subject to (a), above, provided that subject matter licensed under the new Final Specification is used in a substantially similar manner and to a substantially similar extent with a substantially similar result as the subject matter under the prior Final Specification for which the Member and its Affiliates are obligated to grant licenses. In no event is a withdrawn Member or its Affiliates obligated to license any additional Necessary Claims under this Section 10. A withdrawn Member and its Affiliates shall remain entitled to reciprocity pursuant to Section 4 so long as that withdrawn Member and its Affiliates remain obligated to license any Necessary Claims under this Section 10. This agreement to the survival of reciprocal licensing shall extend to all Members and their Affiliates, including those Members who become Members after the effective date of a departing Member’s termination, withdrawal or expiration of membership.

SECTION 11. EXCEPTION IN THE EVENT OF NONCOMPLIANCE

The agreement to license, which survives under Section 10, shall terminate completely as to any Final Specification which does not include all applicable requirements for interoperating, communicating or connecting with or to products that comply with Final Specifications that were in effect sixty (60) days prior to the effective date of the Member’s termination, withdrawal or expiration of membership, or sixty (60) days prior to the effective date of dissolution of the Corporation.

SECTION 12. PUBLICITY

No Member will, without the prior written consent of the applicable other Member, (a) use in any advertising, publicity, or otherwise, the name of such other Member or its Affiliate or any trade name, trademark, service mark, symbol, or logo, or any abbreviation, contraction, or simulation thereof, owned by such other Member or its Affiliate; (b) use the name of such other Member or its Affiliate in public

communications, press releases, sales, material, product literature, web sites, or grant applications; or (c) represent, either directly or indirectly, that any product or service of such other Member or its Affiliate is a product or service of the representing Member or its Affiliate or that such product or service is made or delivered in accordance with or utilizes the information or documents of such other Member or its Affiliate. This provision does not supersede any previous agreement made between Members for the license of trademarks, trade names or related rights.

SECTION 13. RIGHT TO MAKE VOLUNTARY DISCLOSURES OF NECESSARY CLAIMS

Nothing in this Intellectual Property Rights Policy shall be construed as prohibiting Members from voluntarily disclosing the presence of Necessary Claims of the Member that may be found in Draft Specifications or Final Specifications. Such disclosure shall not, however, be deemed as a waiver of a Member's rights under Section 2, above.

SECTION 14. OBLIGATION OF GOOD FAITH

The Members acknowledge and agree that the obligations of this Intellectual Property Rights Policy shall be governed by the principles of good faith and fair dealing. The obligation upon Members and their Affiliates to deal with each other fairly and in good faith shall be an independent and separately enforceable obligation of Members and their Affiliates that supplements each obligation Members and their Affiliates assume under this Intellectual Property Rights Policy.

SECTION 15. AMENDMENTS

This Intellectual Property Rights Policy shall only be altered, amended, or repealed, and new Intellectual Property Rights Policy adopted, upon approval of the Board of Directors with not more than one (1) dissenting vote.

CERTIFICATE OF SECRETARY

I hereby certify:

That I am the duly appointed Secretary of RVU Alliance, an Oregon nonprofit corporation; and

The foregoing Intellectual Property Rights Policy, comprising six (6) pages, including this page, constitutes the duly adopted Intellectual Property Rights Policy of RVU Alliance as duly adopted by the Board of Directors of said corporation, effective _____, 20__.

IN WITNESS WHEREOF, I have hereunder subscribed my name this ___ day of _____, 20__.

Name

Signature