

FIRST.ORG, INC. INTELLECTUAL PROPERTY RIGHTS (“IPR”) POLICY

1. **The Purpose of this Agreement.** This Agreement sets forth the terms under which the organization identified below will contribute to the **Common Vulnerability Scoring System v3 Special Interest Group**.
2. **Patents.**
 - 2.1. **Incorporation by Reference of the Common Patent Policy and Guidelines for Implementing the Common Patent Policy.** The terms of the Common Patent Policy for ITU-T/ITU-R/ISO/IEC (available at <http://www.itu.int/en/ITU-T/ipr/Pages/policy.aspx>), the Guidelines for Implementing the Common Patent Policy for ITU-T/ITU-R/ISO/IEC (available at http://www.itu.int/dms_pub/itu-t/oth/04/04/T04040000010003PDFE.pdf), and the ITU-T Guidelines related to the Inclusion of Marks in ITU-T Recommendation (available at http://www.itu.int/dms_pub/itu-t/oth/04/04/T04040000060001PDFE.pdf), where FIRST.Org, Inc. (“FIRST”) is substituted for ITU-T in these documents, are hereby incorporated by reference. Members shall have no obligation to conduct any patent or other intellectual property searches.
 - 2.2. **Scope.** The scope of the patent licenses referred to in Exhibit A shall be limited to those protocol, network interface protocols, application program interfaces, service provider interfaces, commands, data structures and any other hardware and/or software interface technologies solely to the extent disclosed with particularity in the Final Deliverable where the sole purpose of such disclosure is to enable implementations of the Final Deliverables. 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 Deliverable but is not expressly set forth in the Final Deliverable (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, or portions thereof, developed elsewhere but referred to in the body of the Final Deliverable and made available under (a) a separate license from the owner of such published specification or (b) an IPR Policy of a standards setting organization that developed and adopted the published 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 Deliverable. The scope shall not include any Reference Implementation examples contained in the Final Deliverable unless the Final Deliverable expressly states that such implementation examples are to be included within the scope of the limited patent license.
 - 2.3. **Review Period.** When the chairman of the Special Interest Group determines, in accordance with FIRST procedures, that a Draft Deliverable is ready to be considered as a Final Deliverable, the chairman will initiate a review period, which shall be not less than thirty (30) days. Upon the initiation of the review period, the chairman of the Special Interest Group will notify the Members via email of the commencement of the review period. That notification will include a statement that identifies the Draft Deliverable subject to the review period and a reminder of the disclosure obligations under the Common Patent Policy and the Specifications for Implementation of the Common Patent Policy along with a copy of the form set forth in Exhibit A. In addition to the disclosure obligations set forth in the Guidelines for Implementing the Common Patent Policy for ITU-T/ITU-R/ISO/IEC, during a review period applicable to a particular Draft Deliverable, a

Member **shall** disclose, using the form set forth in Exhibit A, any patents subject to this IPR Policy.

3. Copyrights.

3.1. **Draft Deliverables.** Each Member and its Affiliates hereby grant to FIRST.Org, Inc. a worldwide, irrevocable, non-exclusive, non-transferable, sub-licensable, royalty-free copyright license to reproduce, distribute, display, perform and modify the Contributions.

3.2. **Final Deliverables.** Effective upon ratification by the FIRST Board of Directors of a Draft Deliverable (after which it shall become a Final Deliverable), each Member hereby assigns to the FIRST.Org, Inc. a non-exclusive, undivided, and equal ownership in the copyrights in the respective Final Deliverable with respect to any Contribution made by such Member that is included in the Final Deliverable. As a result of the above assignment, the FIRST.Org, Inc. and the assigning Members shall each have the right to independently exercise any and all rights of copyright ownership, and sublicense such rights, in the applicable Contribution without permission of the other party and without any duty to account to the other party. For clarity, subject to the Member's joint copyright ownership in their Contributions, the FIRST.Org, Inc. shall own all right, title, and interest in the compilation of Contributions forming the Final Deliverables. The FIRST.Org, Inc. may exercise any and all rights of copyright ownership and sublicense such rights in the Final Deliverables as if such rights were solely owned by the FIRST.Org, Inc., without permission of the assigning Member without any duty to account.

4. Reference Implementations.

4.1. **Reference Implementations.** A Final Deliverable may not include a Reference Implementation as a normative element. Non-normative Reference Implementations may be included but shall not be subject to the patent license in the Patent Statement and Licensing Declaration Form unless they are specifically identified within the Final Deliverable as being licensed.

4.2. **Reference Implementation Licensing.** Any Member contributing a Reference Implementation shall license the Reference Implementation under a non-exclusive, non-transferable, perpetual, worldwide license on reasonable and non-discriminatory terms.

5. **Compliance with Antitrust Laws.** Each Member is committed to fostering competition in the development of new products and services, and the Final Deliverables are intended to promote such competition. Each Member further acknowledges that it may compete with other Members in various lines of business and that it is therefore imperative that they and their representatives act in a manner that does not violate any applicable state, federal or international antitrust laws or regulations. Accordingly, each Member hereby assumes responsibility to provide appropriate legal counsel to its representatives acting on such Member's behalf regarding the importance of limiting the scope of their discussions to the topics that relate to the purposes of FIRST.Org, Inc., whether or not such discussions take place during formal meetings, informal gatherings, or otherwise. Each Member further acknowledges that it and each other Member is free to develop competing technologies and standards and to license its patent rights to third parties, including without limitation, to enable competing technologies and standards. It shall be the responsibility of every Member to be guided by this policy of strict compliance with the antitrust laws in all of the activities contemplated

hereunder. In addition, a Member may not 1) seek an injunction or exclusion order against implementations of a Final Deliverable to the extent they infringe a patent claim subject to this FIRST IPR Policy or 2) require that an implementer license its patents back to such member, except for granted and/or pending applications for patents, the use of which would be required to implement the same FIRST Deliverable. Members may not knowingly transfer essential patent claims for any Final Deliverable unless the transferee is subject to these obligations.

6. **Transition to Final Deliverable.** Upon completion of the review period, the FIRST.Org, Inc. Board of Directors will commence a vote to ratify the Draft Deliverable. If the Board of Directors ratifies such Draft Deliverable, it will be a Final Deliverable.
7. **Representations, Warranties and Disclaimers.** I represent and warrant that I am legally entitled to grant the rights and promises set forth in this agreement. IN ALL OTHER RESPECTS THE CONTRIBUTIONS ARE PROVIDED "AS IS." The entire risk as to implementing or otherwise using the Draft Deliverable or Final Deliverable is assumed by the implementer and user. Except as stated herein, Member expressly disclaims any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the Specification. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
8. **Definitions.**
 - 8.1. **"Contribution"** means any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted for inclusion in the Draft Deliverable or Final Deliverable, which is included in the Final Deliverable. For the purposes of this definition, "submit" means any form of electronic, oral, or written communication for the purpose of discussing and improving the Deliverable, but excluding communication that is conspicuously designated in writing as not a contribution.
 - 8.2. **"Control"** means direct or indirect control of more than 50% of the voting power to elect directors of that corporation, or for any other entity, the power to direct management of such entity.
 - 8.3. **"Draft Deliverable"** means all versions of a document designated as a FIRST Draft Deliverable and all Contributions thereto or any other written information provided by a Member to any Special Interest Group for the purpose of creating, commenting on, revising, updating, modifying, or adding to any document that is to be considered for inclusion in the Final Deliverable.
 - 8.4. **"Final Deliverable"** means Draft Deliverable that has been ratified by the FIRST.Org, Inc. Board of Directors as set forth in Section 6.

8.5. **"Member"** means a participant of the particular Special Interest Group. A Member will be deemed to include the Member's employer, and any entity that employer Controls.

8.6. **"Patent Statement and Licensing Declaration Form"** means the form attached hereto as Exhibit A.

8.7. **"Reference Implementation"** means software or code contributed by one or more Members that implements and conforms to a Final Deliverable.

By:

Authorized Signature

Print Name

Company:

Date:

EXHIBIT A

Patent Statement and Licensing Declaration Form for FIRST Deliverable

This declaration does not represent an actual grant of a license

Name of FIRST Deliverable: _____

Please return to FIRST as instructed below:

FIRST.Org, Inc.

c/o Sumner & Associates, P.C.

3459 Lawrenceville Suwanee Rd, Ste D

Suwanee, GA 30024

Fax: 678.805.4450

Email: rsumner@sumnerfirm.com

Patent Holder:

Legal Name _____

Contact for license application:

Name &
Department _____

Address _____

Tel. _____

Fax _____

E-mail _____

URL (optional) _____

Licensing declaration:

The Patent Holder believes that it holds granted and/or pending applications for patents, the use of which would be required to implement a FIRST Deliverable and hereby declares, in accordance with the IPR Policy of FIRST, that (check one box only):

1. The Patent Holder is prepared to grant a free of charge license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and under other reasonable terms and conditions to make, use, and sell implementations of the above document.

Negotiations are left to the parties concerned and are performed outside the FIRST.

Also mark here if the Patent Holder's willingness to license is conditioned on reciprocity for the above document.

Also mark here if the Patent Holder reserves the right to license on reasonable terms and conditions (but not free of charge) to applicants who are only willing to license their patent claims, whose use would be required to implement the above document, on reasonable terms and conditions (but not free of charge).

2. The Patent Holder is prepared to grant a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and on reasonable terms and conditions to make, use and sell implementations of the above document.

Negotiations are left to the parties concerned and are performed outside the FIRST.

Also mark here if the Patent Holder's willingness to license is conditioned on reciprocity for the above document.

3. The Patent Holder is unwilling to grant licenses in accordance with provisions of either 1 or 2 above.

In this case, the following information must be provided to the FIRST, as part of this declaration:

- granted patent number or patent application number (if pending);
- an indication of which portions of the above document are affected;
- a description of the patent claims covering the above document.

Free of charge: The words "free of charge" do not mean that the Patent Holder is waiving all of its rights with respect to the essential patent. Rather, "free of charge" refers to the issue of monetary compensation; i.e., that the Patent Holder will not seek any monetary compensation as part of the licensing arrangement (whether such compensation is called a royalty, a one-time licensing fee, etc.). However, while the Patent Holder in this situation is committing to not charging any monetary amount, the Patent Holder is still entitled to require that the implementer of the above document sign a license agreement that contains other reasonable terms and conditions such as those relating to governing law, field of use, reciprocity, warranties, etc.

Reciprocity: As used herein, the word "reciprocity" means that the Patent Holder shall only be required to license any prospective licensee if such prospective licensee will commit to license its essential patent(s) or essential patent claim(s) for implementation of the same above document free of charge or under reasonable terms and conditions.

Signature:

Patent Holder	_____
Name of authorized person	_____
Title of authorized person	_____
Signature	_____
Place, Date	_____

Patent Information (desired but not required for options 1 and 2; required for option 3 (NOTE))				
No.	Status [granted/pending]	Country	Granted Patent Number or Application Number (if pending)	Title
1				
2				
3				

NOTE: For option 3, the additional minimum information that shall also be provided is listed in the option 3 box above.
