OpenID

Intellectual Property Rights Policy

This OpenID Intellectual Property Rights Policy ("**Policy**") defines the intellectual property rights and obligations of Contributors (as defined below) and certain procedures relating to Contributions (as defined below) proposed to the OpenID Foundation for the creation of Specifications and the generation of Implementers Drafts and Final Specifications, pursuant to the applicable OpenID Process (all as defined below).

I.   Definitions.

1.   "**Compliant Portions**" means those specific portions of a product (hardware, software, or combinations thereof) or service only to the extent that they implement and are compliant with all relevant portions of a particular Implementers Draft or Final Specification.

2.   "**Contributions**" mean any of the following, to the extent provided by a Contributor and intended for inclusion in a Specification: (a) communications to or through a particular Specification Mailing List; (b) other written materials provided at a face-to-face Work Group meeting, (c) other communications documented as "Contributions" in the minutes of a face-to-face Work Group meeting (without subsequent and timely objection by the putative Contributor); or (d) any other communications documented as "Contributions" in any online collaboration tools selected by the applicable Work Group (e.g., Wikis or Web-based form tools).

3.   "**Contributor**" means, with regard to a particular Work Group, any person (individual, entity, or otherwise) who has signed the applicable contribution agreement in accordance with Section II.1(b), and has joined such Work Group by requesting access to send to the applicable Specification Mailing List.

4.   "**Final Specification**" means the final version and contents of a Specification that has been deemed final by the OpenID Foundation pursuant to the applicable OpenID Process. For purposes of this definition, a Final Specification will not include any implementation examples or reference implementations.

5.   "**Implementation**" means a product (e.g., but without limitation, hardware, software, or firmware) or service that consists of (or makes use of) one (1) or more Compliant Portions.

6.   "**Implementer**" means a person or other entity that creates, distributes, or offers a product or service that contains or makes use of an Implementation.

7.   "**Implementers Draft**" means the version and contents of a draft Specification that, pursuant to the applicable OpenID Process, has been determined to be a candidate for a Final Specification. For purposes of this definition, an Implementers Draft will not include any implementation examples or reference implementations.

8.   "**Necessary Claims**" means claims of any patent or patent application, other than design patents and design registrations, in any jurisdiction in the world: (a) for which a Contributor has the

right, at any time when this Policy is effective, to grant licenses or rights of the nature granted herein without such grant resulting in payment of royalties or other consideration to third parties (except for payments to Related Entities or employees); and (b) that are necessarily infringed by Compliant Portions of a particular Implementation. A claim is necessarily infringed hereunder only when such infringement could not have been avoided by another commercially reasonable non-infringing implementation of Compliant Portion(s) of that particular Implementation based on the state of the art when the applicable Final Specification is/was deemed final (or when the Implementers Draft was approved, as applicable), in accordance with the applicable OpenID Process. "Necessary Claims" do not, however, include any claims of any patent or patent application that read on: (x) any enabling technologies that may be necessary to make or use any product or service (or portion of either) that complies with an Implementers Draft or Final Specification, but that are not themselves expressly set forth in such Implementers Draft or Final Specification; (y) the implementation of other published standards not developed by or for the OpenID Foundation; or (z) any portion(s) of any product or service (or any combination of such portion(s)) the sole purpose or function of which is not required to comply with an Implementers Draft or Final Specification.

9.	"**OpenID Foundation**" means the OpenID Foundation, an Oregon nonprofit public benefit corporation.

10.	"**OpenID Processes**" means the processes by which the OpenID Foundation creates Work Groups, receives and considers Contributions, and generates draft Specifications (including Implementers Drafts) and Final Specifications, as set forth in the separate document entitled "OpenID Process Document."

11.	"**Related Entity**" means, with respect to any Contributor, any person, firm, corporation, partnership, or similar entity that, directly or indirectly controls, is controlled by, or is under common control with such Contributor, but only for so long as such control exists. For purposes of the foregoing, "control" means direct or indirect control of fifty percent (50%) or more of the voting power to elect directors of that corporation, or for any other entity, the power to direct management of such entity.

12.	"**Scope**" means, with regard to a particular Work Group, a statement of the functionalities and technologies to be included in (and excluded from) the Specification(s) to be developed by such Work Group. The Scope for any Work Group will not include: (a) any enabling technologies that may be necessary to make or use any product or service or any portion thereof that complies with an Implementers Draft or Final Specification, but that are not themselves expressly set forth in such Implementers Draft or Final Specification; or (b) the implementation of other published standards not developed by or for the OpenID Foundation. For purposes of defining its Scope, an Implementers Draft or Final Specification will be deemed to include only its technical requirements as fully described therein and will exclude any implementation examples or reference implementations.

13.	"**Specification**" means, collectively, the documents published by the OpenID Foundation and entitled OpenID Simple Registration Extension 1.0, OpenID Authentication 1.0, OpenID Authentication 1.1, OpenID Authentication 2.0 – Implementer's Draft 12, OpenID Attribute Exchange – Draft 8, Yadis Discovery Protocol 1.0, OpenID Connect, and any document created by

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the OpenID Foundation or Work Groups pursuant to the applicable OpenID Process that contains technical information of a nature that includes one (1) or more portions that must be implemented as described therein for any Implementations thereof to contain a Compliant Portion.

14.   "**Specification Mailing List**" means a mailing list on the OpenID Foundation email reflector that pertains to development of Specifications and that is identified by the address "specs-*@openid.net" where "*" is replaced with a relevant term identifying the particular Specifications to which such mailing list pertains.

15.   "**Work Group**" means a group whose actions are conducted, in accordance with the terms and conditions of this Policy, the OpenID Processes, the OpenID Foundation bylaws, and any other applicable OpenID Foundation policies or procedures, for the purpose of developing particular Specifications. Each Work Group is associated with a single Specification Mailing List and a unique Scope.

II.   Contributions/Contributors.

1.   **Becoming a Contributor.**

(a)   *General.* To become a Contributor, an individual or entity must affirmatively accept the OpenID Foundation contribution agreement (which incorporates this Policy by reference), and indicate on such contribution agreement which Work Groups the Contributor is joining. A Contributor may later join other Work Groups on written request, by signing an additional contribution agreement specifying such additional Work Groups.

(b)   *OpenID Contribution Agreement.* On the OpenID Foundation contribution agreement, the individual or entity desiring to become a Contributor must qualify as and self-identify as one (1) of the following:

(i)   *Individual Contributor.* An individual seeking to become an Individual Contributor must sign and return (either electronically or in paper form) the OpenID Foundation contribution agreement, indicating thereon that no duty is owed to any third party regarding participation in, or Contributions to, Work Groups and verifying the unfettered right to make Contributions. Although the OpenID Foundation has no duty to investigate, it may, if it deems it necessary at any time, require additional documentation from such individual (e.g., if an individual seeking to become an Individual Contributor provides a corporate email address). "**Individual Contributor**" means an individual who does not owe a duty to any third parties (e.g., but without limitation, employers or clients) regarding any intellectual property related to activities involved in participating in Work Groups or creating Specifications, and who signs a contribution agreement.

(ii)   *Legal Entity Contributor.* An entity seeking to become a Legal Entity Contributor must sign and return (either electronically or in paper form) the OpenID Foundation contribution agreement, indicating thereon that no duty is owed to any third party regarding participation in, or Contributions to, Work Groups and verifying the unfettered right to make Contributions. A Legal Entity Contributor must also identify the Representatives participating in Work Groups on its behalf (which identification the Legal Entity Contributor may change from time

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to time on notice to the OpenID Foundation). "**Legal Entity Contributor**" means any firm, corporation, partnership, association, government agency, or similar entity that signs a contribution agreement and that is being represented in any Work Groups by one (1) or more Representatives.

Representatives. A Representative designated by a Legal Entity Contributor may not participate in any Work Group, be given access to send to the applicable Specification Mailing List, or make any Contribution, until the applicable Legal Entity Contributor becomes a Contributor to such Work Group(s) (and may not continue to participate as the identified Legal Entity Contributor's Representative if such Legal Entity Contributor ceases to be a Contributor). "**Representative**" means an individual who is listed as a Representative in a contribution agreement signed by a Legal Entity Contributor, is acting on behalf of such Legal Entity Contributor in participating in any Work Group designated by the Legal Entity Contributor, and who owes a duty to such Legal Entity Contributor regarding intellectual property that he or she creates (in whole or in part) that is related to Specifications or the actions of any Work Groups.

(c)   *Contribution.* No Contributor will incorporate any third party materials into any Contribution, unless it has all the rights and licenses necessary from such third party to submit such Contribution in accordance with the terms and conditions of this Policy.

(d)   *Retroactive Effect.*   In consideration of the OpenID Foundation allowing any individual or entity to become a Contributor, such individual or entity acknowledges that Section V and VI of this Policy apply to any Contributions made before signing the OpenID Foundation contribution agreement or otherwise agreeing to the terms of this Policy.

III.   Work Groups.

The OpenID Foundation may, from time to time, propose forming a new Work Group pursuant to the applicable OpenID Process. The first obligation of a new Work Group is to establish and approve its Scope. Although Contributors may join a Work Group at any time, no Contributor that joins a Work Group before the Scope is approved will be bound by Sections V or VI of this Policy, as applied to such Work Group, until after: (1) the Scope is approved pursuant to the applicable OpenID Process; and (2) thirty (30) days have passed after such approval, and the Contributor has not withdrawn from the Work Group in accordance with Section VI.3 below.

IV.   Confidentiality.

All Contributions, and other materials shared broadly with the "OpenID community" for the sole purpose of developing Specifications (but not including materials shared with Contributors outside of the context of participating in a Work Group or for any purpose other than developing Specifications), will be considered non-confidential information, regardless of any markings to the contrary included thereon or related thereto.

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V.   Copyrights.

In the course of its work developing recommended Specifications, the OpenID Foundation receives Contributions in various forms and from many sources. In addition to other applicable terms and conditions in this Policy, the following terms and conditions apply to such Contributions.

1.   Copyright License. Some Contributions may not be subject to copyright. To the extent, however, that a Contribution is or may be subject to copyright, the Contributor hereby grants a perpetual, irrevocable (except in case of breach of this license), non-exclusive, royalty-free, worldwide license in such copyright to the OpenID Foundation, to other Contributors, and to Implementers, to reproduce, prepare derivative works from, distribute, perform, and display the Contribution and derivative works thereof solely for purposes of developing draft Specifications and implementing Implementers Drafts and Final Specifications.

2.   No Obligation. Contributor acknowledges that the OpenID Foundation has no duty to publish or otherwise use or disseminate any Contribution.

3.   References. Contributor hereby grants permission to reference the name(s) and address(es) of the Contributor, but only in association with the Contribution(s) of Contributor (and not with respect to any work derived from such Contribution(s), including without limitation a Specification, without the prior written consent of Contributor).

4.   Attribution. Contributor represents that Contributions comprised of written submissions submitted by such a Contributor to the OpenID Foundation comply with any copyright attribution requirements relating to third party content.

5.   Implementer Drafts; Final Specification.   Subject to each Contributor's rights in individual Contributions, the copyright in any Implementers Drafts and Final Specifications will be owned solely by the OpenID Foundation.   Each Contributor will execute and deliver such instruments and take such other actions as and when the OpenID Foundation may reasonably request to perfect or protect its copyright in the Implementers Drafts and Final Specifications.

6.   Retention of Rights. Subject to any licensing obligations herein, Contributor retains all rights in and to its Contribution, and there are no other limitations whatsoever on Contributor's ability to exercise any copyright rights in its Contribution or any portion thereof.

VI.   Patents.

1.   Limited Patent Promise. Each Contributor hereby irrevocably makes the following promise (on behalf of itself and its Related Entities) without the requirement of any monetary compensation or any additional terms and conditions:

> Contributor ("**I**" or "**me**") hereby irrevocably promises not to assert any Necessary Claims against any other entity ("**you**") for making, using, selling, offering for sale, importing, or distributing any Implementation or offering any product or service to the extent it contains or uses a Compliant Portion, subject to the following. This is a personal promise directly from me to you, and you acknowledge as a condition of benefiting from it that no rights

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from me are received from me for your suppliers, distributors, or otherwise in connection with this promise.

This promise is not an assurance that: (a) any of my issued patent claims covers an Implementation or are enforceable; or (b) an Implementation will not infringe patents or other intellectual property rights of any third party. No other rights except those expressly stated in this promise will be deemed granted, waived, or received by implication, exhaustion, estoppel, or otherwise.

I may (but am not obligated to) condition my promise on your making a reciprocal promise, applicable to the same Implementers Draft or Final Specification as my promise, that is at least as favorable as that above and that applies at least to your Necessary Claims. Either of us may (but neither of us is obligated or may require the other to) make a promise that is more favorable than that above (including without limitation by applying more broadly to any relevant claims, rather than just to Necessary Claims).

I may (but am not obligated to), from time to time, provide the terms of any more favorable patent promise ("**Non-Default Terms**") to the OpenID Foundation, in writing, and such Non-Default Terms will apply to any Implementers Draft or Final Specification approved in accordance with the applicable OpenID Process before I replace or retract such Non-Default Terms. If I replace such terms with new Non-Default Terms, then the new Non-Default Terms will apply to any Implementers Draft or Final Specification approved after such replacement (but the prior Non-Default Terms will continue to apply to any Implementers Draft or Final Specification approved before such replacement). If I retract such Non-Default Terms, or if I never provide any Non-Default Terms, then the first four (4) paragraphs of this Section VI are the terms of my patent promise to you.

2.   Patent Disclosures. There is no requirement or expectation by others that Contributors should disclose patents or patent applications that they have reason to believe may contain Necessary Claims. The OpenID Foundation hereby disclaims any responsibility for identifying the existence, or for evaluating the applicability, of any patents, patent applications, or other rights (including copyrights) claimed to be applicable to any Specification and will take no position on the validity or scope of any such rights.

3.   Withdrawal. A Contributor may withdraw from a Work Group at any time by providing at least seven (7) days' written notice to the OpenID Foundation. The withdrawing Contributor will, in perpetuity, remain subject to Section V, as applied to copyrights in any Contributions made before the effective date of such withdrawal, and to the limited patent promise in Section VI.1, as applied to any Implementers Drafts or Final Specifications accepted by the Contributor. A Contributor has "accepted" an Implementers Draft or Final Specification if the Contributor (in accordance with the applicable OpenID Process and after a formal call by an editor of the applicable Specification to recommend adoption of the then-current draft Specification as an Implementers Draft or an applicable Implementers Draft as a Final Specification): (a) expressly voted to recommend adoption (or otherwise recommended adoption, in writing in (or on the record of), any assessment of consensus); (b) failed timely to vote to recommend disapproval of such adoption (or otherwise to disapprove of such adoption, in writing in (or on the record of) any assessment of consensus); or (c) expressly and timely voted to recommend disapproval of such adoption (other

otherwise disapproved of such adoption, in writing in (or on the record of) any assessment of consensus), yet failed to provide to the OpenID Foundation notice of intent to withdraw, or notice of an appeal to the OpenID board of directors, within forty-five (45) days after the Specification editor announces either that the Work Group has reached consensus (or has voted) to recommend adoption. If, however, a Contributor timely requests appeal as provided in the foregoing sentence, then: (y) the time to serve notice of withdrawal (solely for Contributors seeking appeal) will be deemed extended until fourteen (14) days after the OpenID Foundation board of directors announces its decision or recommendation on the appeal; and (z) any effect of the adoption of the applicable Implementers Draft or Final Specification will be deemed stayed until seven (7) days after any recommendation of the OpenID Foundation board of directors has been voted upon by the OpenID membership as provided in the applicable OpenID Process.

VII.   Notices.

The following notice must be included in all Specifications:

> The technology described in this specification was made available from contributions from various sources, including members of the OpenID Foundation and others. Although the OpenID Foundation has taken steps to help ensure that the technology is available for distribution, it takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in this specification or the extent to which any license under such rights might or might not be available; neither does it represent that it has made any independent effort to identify any such rights. The OpenID Foundation and the contributors to this specification make no (and hereby expressly disclaim any) warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to this specification, and the entire risk as to implementing this specification is assumed by the implementer. The OpenID Intellectual Property Rights policy requires contributors to offer a patent promise not to assert certain patent claims against other contributors and against implementers. OpenID invites any interested party to bring to its attention any copyrights, patents, patent applications, or other proprietary rights that may cover technology that may be required to practice this specification.