

**INTELLECTUAL PROPERTY CONTRIBUTION AGREEMENT  
(FOR ENTITIES)**

THIS INTELLECTUAL PROPERTY CONTRIBUTION AGREEMENT (“**Agreement**”) is entered into as of the later of the two signature dates below (“**Effective Date**”) between the OpenID Foundation (“**OIDF**”), an Oregon nonprofit public benefit corporation with its registered agent at 222 SW Columbia Street, Suite 1800, Portland, Oregon 97201, and the company identified as “Contributor” in Table 1 below.

<b>Table 1 – Contributor Information</b>	
Legal Name (“Contributor”):	
Contributor Address:	
Incorporated In	

**BACKGROUND**

OIDF facilitates developing technical specifications and other documents related to digital identity. Contributor has participated in this development and, in consideration of OIDF’s publication (or continued publication) of some or all of these technical specifications and documents, Contributor now wants to formalize its promise to license (or not to enforce) certain related intellectual property rights.

**AGREEMENT**

**1. DEFINITIONS.**

(a) “**Contributions**” means any written communication made by or on behalf of Contributor before the Effective Date and intended for inclusion in a Specification.

(b) “**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 Specification.

(c) “**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.

(d) “**Implementer**” means a person or other entity that creates, distributes, or offers a product or service that contains or makes use of an Implementation.

(e) “**Necessary Claims**” means claims of any patent or patent application, other than design patents and design registrations, in any jurisdiction in the world: (i) for which Contributor has the right, at any time, 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 (ii) 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 as of the Effective Date. “Necessary Claims” do not, however, include any claims of any patent or patent application that read on: (A) any enabling technologies that may be necessary to make or use any product or service (or portion of either) that complies with a Specification, but that are not themselves expressly set forth in such Specification; (B) the implementation of other published standards not developed by or for the OIDF; or (C) 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 a Specification.

(f) “**Related Entity**” means, with respect to Contributor, any person, firm, corporation, partnership, or similar entity that, directly or indirectly controls, is controlled by, or is under common control with Contributor, but only for so long as such control exists. For purposes of the foregoing, “control” means direct or indirect control of forty percent (40%) 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.

(g) “**Specifications**” means solely the indicated versions of the following documents (each of which, as of the Effective Date, is located at the indicated URL): (i) OpenID Authentication 1.1 ([http://openid.net/specs/openid-authentication-1\\_1.html](http://openid.net/specs/openid-authentication-1_1.html)); (ii) OpenID Simple Registration Extension 1.0 ([http://openid.net/specs/openid-simple-registration-extension-1\\_0.html](http://openid.net/specs/openid-simple-registration-extension-1_0.html)); (iii) OpenID Authentication 2.0 – Implementer’s Draft 12 ([http://openid.net/specs/openid-authentication-2\\_0-12.html](http://openid.net/specs/openid-authentication-2_0-12.html)); (v) Yadis Discovery Protocol 1.0

**2. INTELLECTUAL PROPERTY.** OIDF intends to make the Specifications broadly available for implementation by others without a fee. To facilitate this, Contributor grants certain rights in (and makes other commitments regarding) Contributor’s intellectual property as set forth below:

**(a) Copyrights.**

**(i) Copyright License.** Some Contributions may not be subject to copyright. To the extent, however, that a Contribution is or may be subject to copyright, 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 OIDF, to other contributors, and to Implementers, to reproduce, prepare derivative works from, distribute, perform, and display the Contribution and derivative works thereof for purposes of developing and implementing Specifications.

**(ii) No Obligation.** Contributor acknowledges that OIDF has no duty to publish or otherwise use or disseminate any Contribution.

**(iii) References.** Contributor hereby grants permission to reference Contributor’s name(s) and address(es), 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).

**(iv) Attribution.** Contributor represents that its Contributions comply with any copyright attribution requirements relating to third party content.

**(v) Specifications.** Subject to Contributor’s rights in individual Contributions, the copyright in each of the Specifications will be owned solely by OIDF. Contributor will execute and deliver such instruments and take such other actions as and when OIDF may reasonably request to perfect or protect Contributor’s copyright in the Specifications.

**(vi) Retention of Rights.** Subject to any licensing obligations herein, Contributor retains all rights in and to Contributor’s Contributions, and there are no other limitations whatsoever on Contributor’s ability to exercise any copyright rights in Contributor’s Contributions or any portion thereof.

**(b) Patents.**

**(i) Limited Patent Promise.** 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 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 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 OIDF, in writing, and such Non-Default Terms will apply to any Specification identified in this Agreement. 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 2(b) are the terms of my patent promise to you.

**(ii) Patent Disclosures.** There is no requirement or expectation by others that Contributor should disclose patents or patent applications that Contributor has reason to believe may contain Necessary Claims. OIDF 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. REPRESENTATIONS; WARRANTIES.** Contributor continuously represents and warrants that: (a) it has no obligation to any third party (e.g., an obligation to assign inventions) that would preclude or limit making the promises and granting the licenses in this Agreement; (b) it has full power and authority to enter into this Agreement, to render any performance, and to grant any rights and licenses in, this Agreement; and (c) the individual signing this Agreement on its behalf has full authority to bind it to this Agreement.

**4. DISCLAIMERS; EXCLUSIONS; LIMITATIONS.** Subject to §3, neither party makes any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to its performance or anything else provided under this Agreement. Neither party will be liable for any special, incidental, punitive, or consequential damages of any kind for any reason whatsoever relating to this Agreement, even if such damages were reasonably foreseeable.

**5. RECIPROCITY STATEMENT.** An Implementer can enjoy the benefits of Contributor's patent promise under Section 2(b)(i) above without taking any action whatsoever, and Contributor may revoke this patent promise only if both: (a) Contributor requires that Implementers make a reciprocal promise ("**Reciprocity Requirement**," as further described below); and (b) the Implementer either will not verify that it has made a reciprocal promise, when asked to do so, or the Implementer files a law suit that is inconsistent with Contributor's Reciprocity Requirement. Although Contributor is not required to make or provide notice of any policy regarding reciprocity, Contributor ("I" or "me") states as follows to all Implementers (each, "**you**") (check 1 or 2 below; if 2 is checked, then one, and only one, of 2(a), 2(b), or 2(c) may also be checked):

1.  I make no statement now regarding reciprocity (which will not preclude me from taking any position regarding, or adopting any interpretation of, my Reciprocity Requirement in the future).
2.  I **do** condition my patent promise on the grant of a reciprocal patent promise. If (but only if) you do not verify that you have made a reciprocal promise when asked to do so, or if you sue someone in a manner inconsistent with my Reciprocity Requirement (see below), then I may revoke my patent promise, solely as applied to you.
  - 2(a)  My Reciprocity Requirement is that if you sue **me**, alleging patent infringement by an Implementation of a Specification, I may (but am not required to) revoke my patent promise to you.
  - 2(b)  My Reciprocity Requirement is that if you sue **anyone**, alleging patent infringement by an Implementation of a Specification, I may (but am not required to) revoke my patent promise to you.
  - 2(c)  I am not specifying my Reciprocity Requirement at this time (which will not preclude me from specifying my Reciprocity Requirement in the future).

**6. GENERAL.**

**(a) Acknowledgment.** Contributor has independently reviewed this Agreement and acknowledges that there are risks (including limits on certain intellectual property rights) that arise from this Agreement.

**(b) Miscellaneous.** This Agreement is governed by Oregon law, and both parties agree to exclusive jurisdiction and venue in the Multnomah County federal or state courts and waive any argument that this is an inconvenient forum. Contributor may not assign this Agreement without OI DF's consent, which will not be unreasonably withheld. This Agreement may be executed in counterparts and by fax. In performing this Agreement, each party will comply with all applicable laws, rules, and other requirements (including antitrust laws) of governments having jurisdiction. All rights and remedies under this Agreement are cumulative. Each party is an independent contractor to the other and may not act on behalf of or bind the other. Nothing in this Agreement may be construed as creating any other relationship (including employment, partnership, joint venture, franchise, or

agency). If any term of this Agreement is found unenforceable, the remainder will be fully enforced to effect the parties' intent. Third parties that implement any Specifications are intended third-party beneficiaries of the promises made, and rights granted, under this Agreement.

(c) **Entire Agreement; Changes.** This Agreement is the parties' entire agreement on this subject and merges and supersedes all related prior and contemporaneous communications and agreements. This Agreement may only be modified in a writing signed after the Effective Date by both parties.

The parties have formed this Agreement as of the Effective Date.

**OPENID FOUNDATION**

**[Redacted] ("CONTRIBUTOR")**

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By: (Sign)

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By: (Sign)

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Name: (Print)

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Date of Signing:

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