



Intellectual Property Rights

This document represents the Intellectual Property Rights of the IPSO Alliance Policies and Procedures (the "IPSO IPR Policy") and is the governing document for all intellectual property rights ("IPR") policies of the Internet Protocol Smart Objects (IPSO) and is effective immediately upon ratification by the IPSO Alliance Board of Directors.

1. IPSO IPR Principles

1.1 Contributions

"Statement" means any written or electronic statement presented by a representative of a member organization (the "Contributor") to a representative of the IPSO Alliance, where the Statement expressly identifies certain copyrighted material as the member's contribution to the IPSO Alliance ("Contribution") and where the Contribution is provided subject to the waiver of confidentiality under Section 1.3, and the copyright license under Section 2, and solely for use in connection with the IPSO's mission, purposes and activities (the "Purpose"). The Contributor's Statement must identify all known copyright owners in the Contribution and include a representation by the Contributor's representative that he or she has the authority and permission from their member organization (and any other known copyright holders) to make the Contribution subject to the terms of nondisclosure, use and licensing set forth in Sections 1.3 and 2.

1.2) Erroneous Statements

Members will promptly notify the IPSO Alliance if they become aware of any misrepresentations with respect to their Contributions in Statements made by their representatives or in their name. No person making proper use of such a Contribution shall be liable to the Contributor for infringement or improper disclosure as a result of such use.

1.3) Confidentiality

Except as specifically agreed to under a separate Challenge/Testbed Agreement, non-disclosure agreement or other written contract, or as otherwise enacted as an IPSO policy, information disclosed in connection with any Working Committee or IPSO activity, including but not limited to information disclosed at meetings or included in Contributions or other submissions, is not confidential. However, no valid copyright or patent right will be deemed to have been waived or licensed by such disclosure (provided that copyrights in Contributions are deemed licensed in accordance with Section 2). If a member of the IPSO Alliance or other participant in IPSO activities desires to keep certain information confidential, it must not disclose it at any IPSO meeting or in a Contribution or other submission to the IPSO, unless it is expressly subject to a written agreement

that obligates the recipients to treat it as confidential.

2) Copyright

Each Contributor agrees to grant, and hereby grants, the IPSO Alliance a nonexclusive, irrevocable, sublicensable, royalty-free, paid up, worldwide license, under its copyright in the Contribution, to use, copy and modify the Contribution, to make derivative works from it, and to distribute the Contribution and copies of any such modifications and derivative works, in each case solely for the Purpose. No Contribution may be made to the IPSO Alliance unless the Contributors are the copyright owners of the Contribution or have sufficient rights from the copyright owners to grant the foregoing copyright license in the Contribution under the terms of this Policy. If the IPSO Alliance nevertheless becomes aware that a Contribution contains material for which the necessary copyright licenses have not been granted, it will promptly notify all members (and others to whom it distributed copies), cease distributing the Contribution and make no further use of the unlicensed material. The IPSO Alliance will not release a Contribution or any derivative outside the membership without an explicit vote to release by the IPSO Alliance Board of Directors. All use cases shall be designated "Released" or "Not Released."

3) Trademark

All members of the IPSO Alliance grant the IPSO Alliance the right to use the name of the member's organization on the IPSO Alliance websites and on related marketing materials, solely to indicate the Member's participation in the Working Committees in the IPSO Alliance. If the use of the name of the member is not consistent with the member guidelines, the member has the right to withdraw its name on the IPSO Alliance websites and on related marketing materials.

4) No Warranties

In respect of any information or materials supplied by any member, no warranty or representation of any kind is made, given or implied neither as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties. Therefore,

- the "user" shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- No member shall be liable in case of infringement of proprietary rights of a third party.

5) Patents

Except as specifically agreed under a separate agreement providing the terms and conditions governing the non-commercial development and use of a Challenge ("Challenge Agreement") or as otherwise enacted as an IPSO Alliance policy, no patent license or rights are granted (whether by implication, estoppel, or otherwise) by any Member(s) to any other Member(s) or third parties.