SDLC INTELLECTUAL PROPERTY POLICY

1.   Introduction.

This Intellectual Property Policy ("Policy") governs intellectual property rights of the SDL Consortium ("SDLC") and its Members relating to SDL Activities.

2.   Definitions.

(a)   All capitalized terms used in this Policy that are defined in the SDLC Bylaws shall be given the meaning provided in the SDLC Bylaws.

(b)   The term "SDL Compliant Technology" means only those portions of a product (hardware, software or combinations thereof) that are compliant with and designed to implement relevant portions of any Final SDL Specifications and/or SDL Software. The term "SDL Compliant Technology" does not include technology covered by a Standard Essential Patent Claim.

(c)   The term "SDL Activities" means the drafting and development of SDL specifications and SDL Software, and the development, testing, manufacturing, distribution, sale and marketing of SDL Compliant Technology.

(d)   The term "SDL Software" means the SDL Core and the SDL Proxy, including any updates or revisions thereto, approved by the Board of Directors or Steering Committee for publication, adoption and use.

(e)   The term "Necessary Patent Claims" means only those claims of a patent or patent application that (i) are owned or controlled by a Member or its Affiliates now or at any future time; and (ii) are infringed by implementing the Final SDL Specifications, SDL Software, SDL Compliant Technology, or SDL Activities.

(f)   The term "Necessary Copyright Claims" means only those portions of copyrightable subject matter, whether registered or unregistered, that (i) are owned or controlled by a Member or its Affiliates now or at any future time; and (ii) are infringed by producing, reproducing, publishing, distributing and otherwise using the Final SDL Specifications and the SDL Software.

(g)   The term "SDLC Trademarks" means the trademarks identified in **Attachment 1**.

(h)   The term "Concept Contribution" means suggestions, improvements, and other input provided to the SDLC for drafting, development and/or inclusion in any Final SDL Specification or SDL Software.

(i)   The term "Code Contribution" means source code or executable code submitted to the SDLC pursuant to the Contributor License Agreement (**Attachment 2**) for development and/or inclusion in any SDL Software.

(j)   The term "Standard Essential Patent Claim" means any patent claim that is necessarily practiced by the implementation of a communication standard published by nationally or internationally recognized communications standards setting organization, including but not

limited to published WiFi, USB or cellular communication standards (with the exception of the SDLC).

3.   **Intellectual Property Licenses.**

(a)   <u>Member Patent License and Covenant</u>. Each SDLC Member ("Such Member") and its Affiliates hereby grant to the SDLC and each present and future SDLC Member and their Affiliates a non-exclusive, royalty-free, perpetual, irrevocable, nontransferable, nonsublicenseable, worldwide license under Such Member's Necessary Patent Claims solely to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of SDL Compliant Technology, Such Member's Concept Contributions, and Such Member's Code Contributions. Such Member covenants not to assert any Necessary Patent Claims against any other Member's products or software to the extent they are utilized for the purpose of implementing SDL Compliant Technology or performance of any other activities licensed in this Paragraph. This Member Patent License and Covenant does not and shall not extend to any software, product, function or process in which SDL Compliant Technology is incorporated that is not itself part of the SDL Compliant Technology. This Member Patent License and Covenant survives termination of Such Member from the SDLC, but only with respect to Necessary Patent Claims that were licensed pursuant to this paragraph prior to Such Member's termination from the SDLC. This Member Patent License includes Such Member's Necessary Claims that issue from patent applications that were filed or pending prior to Such Member's termination from the SDLC, regardless of whether those Necessary Patent Claims issued after termination.

(b)   <u>Member Copyright License and Covenant</u>. Each Such Member and its Affiliates hereby grant to the SDLC and each present and future SDLC Member and their Affiliates a non-exclusive, royalty-free, perpetual, irrevocable, nontransferable, nonsublicenseable, worldwide license under Such Member's Necessary Copyright Claims, including the right to reproduce, distribute, display and create derivative works, to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of SDL Compliant Technology, Such Member's Concept Contributions and Such Member's Code Contributions. Such Member covenants not to assert any Necessary Copyright Claims against any other Member's products or software to the extent they are utilized for the purpose of implementing SDL Compliant Technology or performance of any other activities licensed in this Paragraph. This Member Copyright License and Covenant does not and shall not extend to any work, software, or other copyrightable subject matter in which SDL Compliant Technology is incorporated that is not itself part of the SDL Compliant Technology. This Member Copyrights License and Covenant survives termination of Such Member from the SDLC, but only with respect to Necessary Copyright Claims that were licensed pursuant to this paragraph prior to Such Member's termination from the SDLC.

(c)   <u>SDLC Copyright License and Covenant</u>.   Subject   to   Such   Member's compliance with the SDLC Bylaws and Membership Agreement and the other terms and conditions of this Policy, and only so long as Such Member remains in good standing with the SDLC, the SDLC grants Such Member and its Affiliates a paid-up, world-wide, non-transferrable and non-exclusive license to reproduce, distribute, display and create derivative works, to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of any Necessary Copyrights the SDLC owns or controls with respect to the Final SDL Specifications and SDL Software (subject to the applicable open source license terms). The SDLC covenants not to assert

any of its Necessary Copyrights against any Member for that Member's performance of activities licensed in this Paragraph. This SDLC Copyright License and Covenant survives Such Member's termination from the SDLC.

(d) <u>SDLC Trademark License and Covenant</u>. Subject to Such Member's compliance with the SDLC Bylaws and Membership Agreement and the terms and conditions of this Policy, and only so long as Such Member remains in good standing with the SDLC, the SDLC grants Such Member and its Affiliates a paid-up, world-wide, non-transferrable and non-exclusive license to use the SDLC Trademarks in connection with the production, manufacture, supply, promotion, marketing, sale, lease or other distribution and advertisement of SDL Compliant Technology. The SDLC covenants not to assert any of it's the SDLC trademarks against any Member for that Member's performance of activities licensed in this Paragraph. This SDLC Trademark License and Covenant survives Such Member's termination from the SDLC, but only with respect to products that were manufactured while Such Member was in good standing with the SDLC.

(e) Trademark Usage. Members are prohibited from modifying the SDLC Trademarks. SDLC Trademarks shall be used solely in accordance with the SDLC Trademark Usage Guidelines provided in <u>Attachment 1</u>. SDLC Trademarks shall not be used in a fashion or manner that is likely to reduce, diminish or damage the good will, value or reputation associated with the SDLC Trademarks. Members shall not use, adopt or register any trade name, corporate name, service mark, certification mark or trademark likely to cause confusion with the SDLC Trademarks. Members may contract third-party use of the SDLC Trademarks, but subject to the terms of this License, and solely in connection with the production, manufacture, supply, promotion, marketing, sale, lease or other distribution and advertisement of Compliant Technology.

(1) <u>No Challenge of Trademarks</u>. Members shall not challenge SDLC's ownership of the SDLC Trademarks, or the validity of any registrations of the SDLC Trademarks.

(f) <u>No Other Licenses</u>. Except for the license rights expressly provided in this Policy, no other licenses or intellectual property rights are granted to, or by, the SDLC and its Members.

4. Transfer of Necessary Claims

(a) <u>No Transfer to Circumvent Policy</u>. Each Member agrees and represents that it will not transfer, and has not transferred, any Necessary Patent Claims or Necessary Copyright Claims for the purpose of circumventing the licenses provided herein.

(b) <u>Subsequent Transfers Subject to Policy</u>. Any assignment or other transfer of ownership or control of a Necessary Patent Claim or a Necessary Copyright Claim by a SDLC Member or its Affiliate shall be subject to the terms and conditions of this Policy. Any agreement assigning or otherwise transferring ownership or control of a Necessary Patent Claim or a Necessary Copyright Claim shall include a provision expressly stating that the assignment or transfer is subject to this Policy to ensure that the terms and conditions of this Policy are enforceable against all parties who own or control any Necessary Patent Claims or Necessary Copyright Claims.

5.   No Warranty.

ALL SDL SPECIFICATIONS, SDL SOFTWARE AND OTHER MATERIALS PROVIDED BY THE SDLC ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE SDLC EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY SDL SPECIFICATION, SDL SOFTWARE, OR OTHER SDL PRODUCT, INFORMATION OR ACTIVITY.

6.   Limitation of Liability.

IN NO EVENT WILL THE SDLC OR ANY SDLC MEMBER BE LIABLE TO THE SDLC OR ANY OTHER MEMBER FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY PARTY INCLUDING THIRD PARTIES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THE SDLC, SDLC ACTIVITIES, THE SDL SPECIFICATIONS, OR THE SDL SOFTWARE, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

Attachment 1

📄 **SDLC Trademarks & Usage Guidelines** →

Attachment 2

📄 **SDLC Contributor License Agreement** →