

FIDO IPR Summary

Draft Feb 18th, 2013

FIDO IPR: Summary (1 of 2)

The Goal of the FIDO Alliance IPR Policy is to Support the Delivery of Open Unencumbered Specifications

- **IP Ownership:**
 - Ownership of IP is always retained by member companies
- **Patent Non-Assert Promise:**
 - Members promise not to assert their patent rights under specific circumstances
 - Non-assert promise limited initially to and among Working Group members for purposes of developing documents that support the vision of the FIDO Alliance
 - The promise is expanded incrementally over time, allowing for implementations by Working Group members, by all Members and ultimately non-Members, according to the process defined in this deck
- **Withdrawal of Promise is Allowed:**
 - During the IPR Review Period (upon complete documentation to the BoD)
 - Upon leaving a Working Group (only for early stage specifications)
 - When Specification reaches Proposed Standard (but not if in WG)

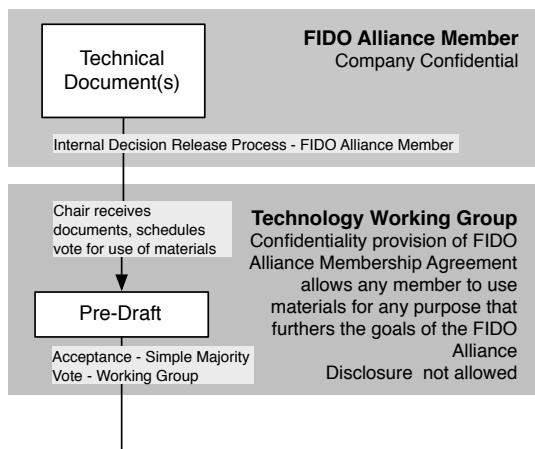
FIDO IPR: Summary (2 of 2)

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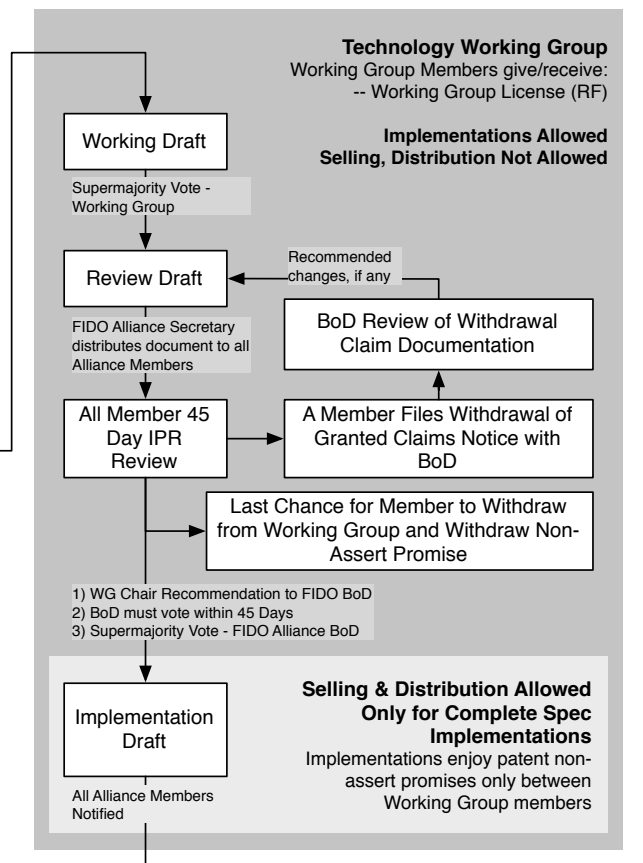
- **Enforcement:**
 - All rights, grants and promises enjoyed by a Member are terminated if they voluntarily file or participate in a patent infringement lawsuit against a Member or a Covered Third Party
 - Exception for counter-suits from a Member for infringement
- **Complete Implementation:**
 - Commercial sales and distribution rights are conditioned on complete implementations of the Specification

IPR Process Overview: Specifications

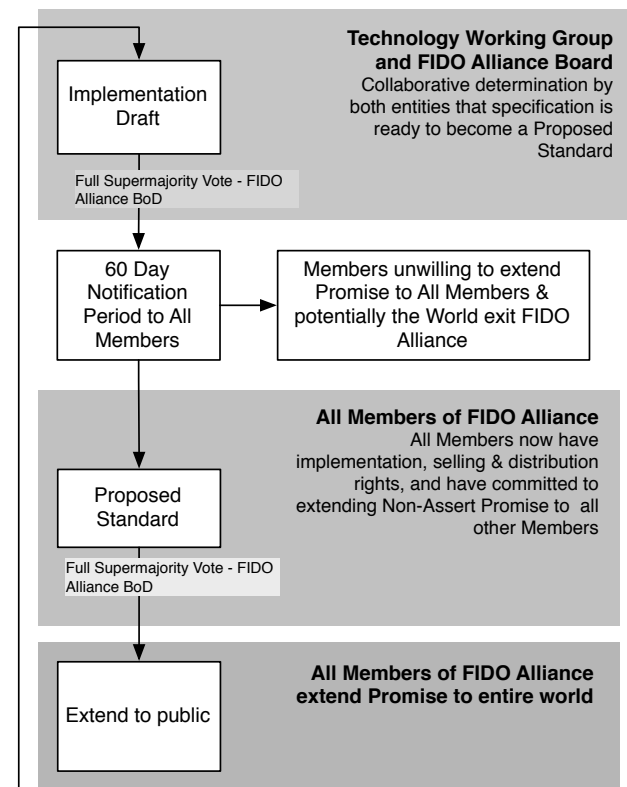
Phase 1: Optional Acceptance of Member Document Contributions



Phase 2: Specification and Rights Evolution inside the Technical Working Group

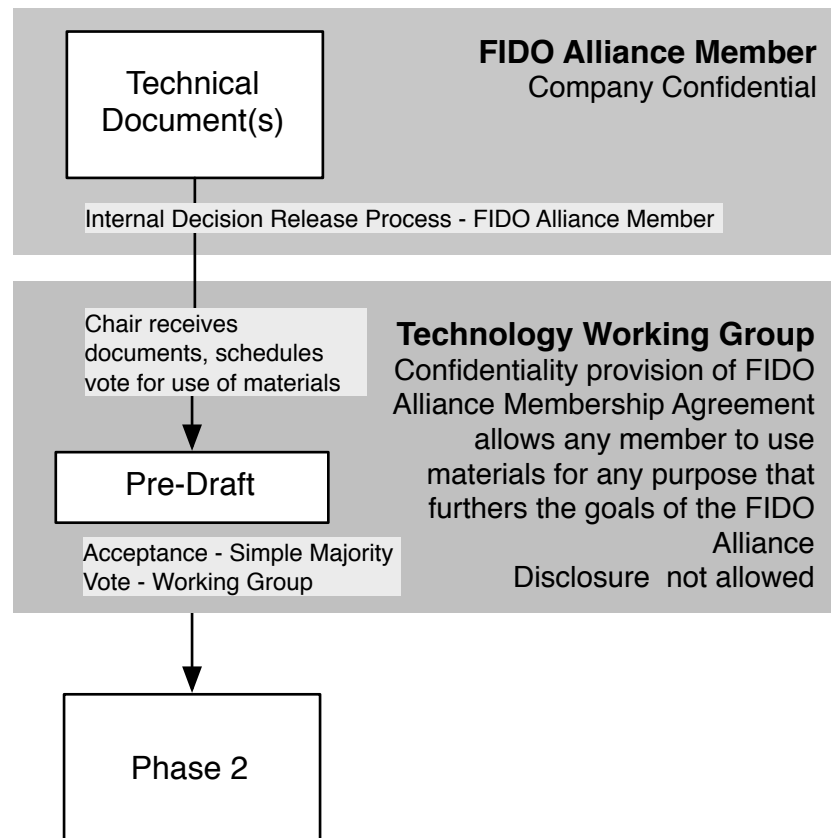


Phase 3: Expansion of Rights to All Members and Non-Members



IPR – Specifications – Phase 1

Optional Acceptance of Member Document Contributions

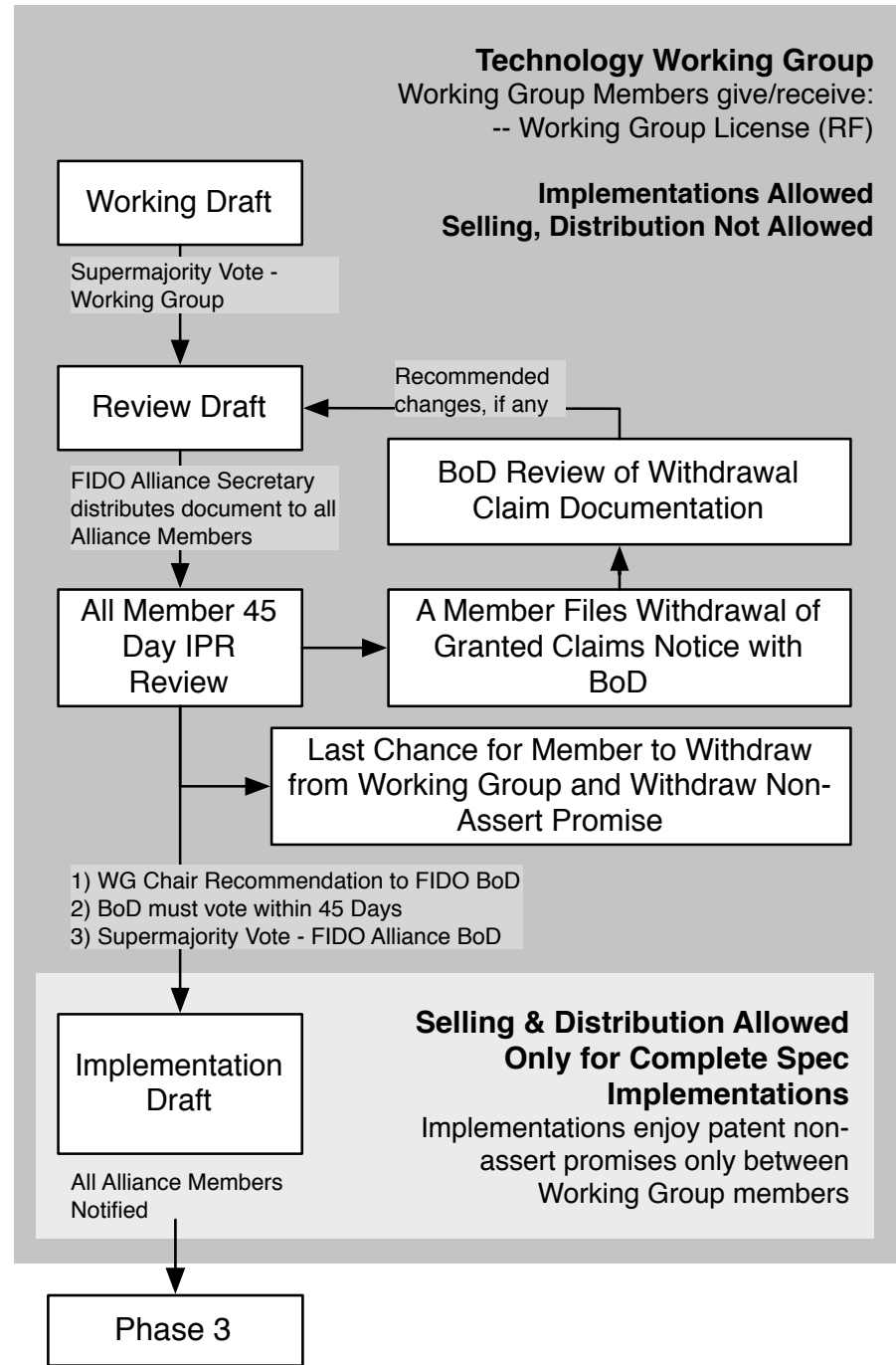


IPR – Specifications

Phase 2

Specification Evolution in a Working Group

- **Contributions:** All topics discussed in group covered under:
 - Working Group Permitted Uses
 - Working Group License
 - Confidentiality Clauses in Membership Agreement
- **Publishing:** The Board may approve the publication or sharing of any FIDO Alliance deliverable with non-Members
 - Supermajority vote of the Board required
 - Working Drafts of Documents may not be published
 - Documents posted on the FIDO Alliance website subject to peer-review license

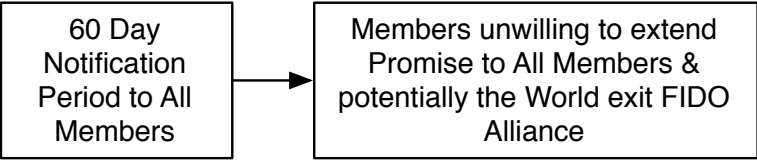


IPR – Specifications – Phase 3

Implementation Draft

Technology Working Group and FIDO Alliance Board
Collaborative determination by both entities that specification is ready to become a Proposed Standard

Full Supermajority Vote - FIDO Alliance BoD



Proposed Standard

All Members of FIDO Alliance
All Members now have implementation, selling & distribution rights, and have committed to extending Non-Assert Promise to all other Members

Full Supermajority Vote - FIDO Alliance BoD

Extend to public

All Members of FIDO Alliance extend Promise to entire world

Summary of Withdrawal of Granted Claims Process

- **Scope:** All Members
- **Duration:** 45 days long
- **Triggering Event:** Secretary distributes Review Draft Specification
- **Full Documentation:** Withdrawal claims must meet minimum documentation requirements to be considered by the FIDO BoD
- **Board Assessment:** The FIDO BoD reviews the Withdrawal claim, consults with advisors, guides TWG on whether the Review Draft should be modified
- **Secondary IPR Review:** Modifications to the Review Draft trigger another 45 day review process, but scoped to changes only
- **Asserting a Claim:** If a member withdraws a Granted Claim, and then asserts or threatens to assert the withdrawn Granted Claim against any Working Group Member, the member relinquishes any rights, grants, non-asserts and promises it has received for the Specification from each Participant and its Related Entities

Appendix Slides

Working Group Permitted Uses

Working Group Permitted Uses means making, using, selling, offering for sale, importing or distributing any implementation of an Implementation Draft Specification:

- 1) Only to the extent it implements the Implementation Draft Specification and
- 2) So long as all required portions of the Implementation Draft Specification are implemented

Working Group Permitted Uses do not extend to any portion of an implementation that is not included in the Implementation Draft Specification

Working Group License

Section 6.2.3

For each Working Group Member grants to fellow WG Participants a no charge, royalty free license to such Bound Entity's Granted Claims, where such license applies only to those Granted Claims infringed by the implementation of a Working Draft Specification, Review Draft Specification, Implementation Draft Specification or Proposed Standard Specification associated with such Working Group, solely for Participant's development of implementations of an Implementation Draft Specification or Proposed Standard Specification associated with such Working Group, and subject to the terms and conditions of this Agreement. The license granted pursuant to this Section 6.2.3 shall not include the right to import, sell or offer for sale any implementation of a Specification.

Public Permitted Uses

“Public Permitted Uses” means making, using, selling, offering for sale, importing or distributing any implementation of a Proposed Standard Specification,

- 1) Only to the extent it implements the Proposed Standard Specification and
- 2) so long as all required portions of the Proposed Standard Specification are implemented.

Public Permitted Uses do not extend to any portion of an implementation that is not included in a Proposed Standard Specification.