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# FIDO Alliance

## Membership Agreement

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*FIDO Alliance Inc. is a California incorporated non-profit mutual benefit corporation.*

## 14 FIDO Alliance Membership Agreement

### 15 **1 Mission Statement and Preamble**

16 **Mission Statement:** *The Mission of the FIDO Alliance Inc. (“FIDO Alliance”) is a shared*  
17 *material obligation by and among all Members to change the nature of authentication security on*  
18 *the Web by (a) developing open unencumbered technical Specifications and Other Publications*  
19 *that define an open, scalable, interoperable set of mechanisms that supplant reliance on*  
20 *passwords to authenticate users of online services, (b) operating industry programs to help*  
21 *ensure successful worldwide adoption of the Specifications and (c) submitting mature*  
22 *unencumbered technical Specification(s) to recognized standards development organization(s)*  
23 *for formal standardization.*

24 *This Fast Identity Online (“FIDO”) Alliance Membership Agreement (“Agreement”) is entered*  
25 *by Signatory, and provides rights from and responsibilities to FIDO Alliance and all other*  
26 *Members, whether they became Members prior to, simultaneous with, or subsequent to, the*  
27 *Effective Date. This Agreement is effective (“Effective Date”) as of the date on which it is*  
28 *counter-signed by a duly authorized party of FIDO Alliance, which counter-signature shall*  
29 *indicate acceptance of this Agreement by the then-current FIDO Board as defined below.*

30 *Whereas, the Founding Members, having a shared goal to develop technical Specifications and*  
31 *Other Publications that define an open, scalable, interoperable set of mechanisms for stronger*  
32 *authentication on the Web, have formed the FIDO Alliance to achieve its Mission; and*

33 *Whereas, the Founding Members have provided a means for additional parties to join the FIDO*  
34 *Alliance as defined below;*

35 *Now it is hereby agreed that, in consideration of their participation in scoping, developing,*  
36 *defining and promoting the Specifications and Other Publications, and in consideration of all*  
37 *other Members entering into FIDO Alliance Membership Agreements in identical form, and of all*  
38 *future parties who wish to participate as Members entering into such a FIDO Alliance*  
39 *Membership Agreement as a condition of becoming a Member, such that all Members shall be*  
40 *regarded as parties to a single instance of this Agreement as applicable under relevant law, such*  
41 *as third party beneficiary and standards organizations law, each Member agrees to the*  
42 *following:*

### 43 **2 Definitions**

44 Capitalized terms used in this Agreement shall have the following definitions and meanings:

45 “**Associate Member**” shall mean any Member who has joined the FIDO Alliance at the Associate  
46 Member class of membership as defined in Section 11.

47 “**Authorized Manufacturer**” means an entity which manufactures devices which implement a  
48 Proposed Standard Specification for or on behalf of a Bound Entity.

49 **“Authorized Subcontractor”** means an entity performing services for a Bound Entity, where such  
50 services relate directly to implementation of a Proposed Standard Specification or to performance  
51 of Public Permitted Uses.

52 **“Board”** or **“FIDO Board”** shall refer to the collective entity of Delegates, each Delegate  
53 designated by a Board Member of the FIDO Alliance, which shall serve certain purposes  
54 described in this Agreement. By way of clarification, the Board shall have the rights and  
55 obligations set out in Section 4.2.2 of this Agreement, but shall not constitute the Statutory  
56 Committee, a separate entity of the FIDO Alliance as set forth herein.

57 **“Board Member”** shall mean any Member who has joined the FIDO Alliance at the Board  
58 Member class of membership as defined in Section 11.

59 **“Bound Entit(ies)”** means the Signatory and its Related Entities if applicable.

60 **“Confidential Information”** shall mean: (i) with regard to Confidential Information of a Member,  
61 Contributions that are provided in tangible form and are clearly marked as “Confidential” or if  
62 disclosed orally that are clearly identified as “Confidential” at the time of disclosure or within 30  
63 days after such initial disclosure; or (ii) with regard to Confidential Information of FIDO,  
64 information concerning the status of matters under consideration by the FIDO Alliance, including  
65 but not limited to Specifications or other documents that are provided in tangible form and are  
66 clearly marked as “Confidential” or if disclosed orally that are clearly identified as “Confidential”  
67 at the time of disclosure or within 30 days after such initial disclosure.

68 **“Contribution”** means any original work of authorship, including any modifications or additions  
69 to an existing work, that is submitted by the author for inclusion in any FIDO Alliance  
70 Publication. For the purposes of this definition, “submit” means any form of electronic, oral, or  
71 written communication for the purpose of discussing and improving the FIDO Alliance  
72 Publication, but excluding any communication that is conspicuously designated in writing as not  
73 a contribution.

74 **“Control”** means, of an entity, the power, directly or indirectly, including without limitation  
75 through direct or indirect ownership, to control more than 50% of the voting power to elect  
76 directors of that entity, or the power to direct or cause the direction of management and policies  
77 of such entity. The words “Controls” and “Controlled” shall be construed accordingly.

78 **“Controlling Documents”** means any Policy Document, bylaws, articles of incorporation or other  
79 document developed by the Board for the purpose of governing and administering the business of  
80 FIDO Alliance.

81 **“Covered Third Party”** means a user or customer of a Bound Entity, an Authorized Manufacturer  
82 (but only with regard to devices actually manufactured for a Bound Entity), an Authorized  
83 Subcontractor (but only with regard to services provided directly to a Bound Entity), or any entity  
84 to which such Bound Entity owes an obligation to indemnify such entity from and against claims  
85 of infringement by Working Group Permitted Uses or Public Permitted Uses.

86 “**Date**” means the date on which the Signatory signs this Agreement.

87 “**Delegate**” shall mean an employee designated by a Member who has joined the FIDO Alliance  
88 at the Board Member class of membership and is otherwise qualified to designate such Delegate.  
89 The collective of the Delegates is the FIDO Board. The Board Member that designated a  
90 Delegate may replace such Delegate at any time.

91 “**Deliverable**” shall mean any Specifications, Requirements, and Other Publications developed  
92 within FIDO Alliance as of the date of the Signatory’s last Contribution.

93 “**Founding Date**” shall mean October 1, 2012. Members who join FIDO Alliance after the  
94 Founding Date shall not be considered Founding Members.

95 “**Full Majority Vote**” shall mean 50% or more of the then current Members meeting Voting  
96 Requirements of the applicable group (e.g., the Board, the Statutory Committee, or a Working  
97 Group).

98 “**Full Supermajority Vote**” shall mean 66% or more of the then current Members meeting Voting  
99 Requirements of the applicable group (e.g., the Board, the Statutory Committee, or a Working  
100 Group).

101 “**Founder**” and “**Founding Member**” shall mean all Members who enter into this Agreement by  
102 the Founding Date. Such Member shall have the right to publicly claim to have been a Founder  
103 or Founding Member of the FIDO Alliance.

104 “**Good Standing**” shall mean that the Member has paid all required fees for membership at the  
105 designated level and any other requirements as set forth by the Board.

106 “**Government Member**” shall mean any Member who has joined the FIDO Alliance at the  
107 Government Member class of membership as defined in Section 11.

108 “**Granted Claims**” means, with respect to a Member and its Related Entities, those patent  
109 claims (a) that such Member and its Related Entities own or control, including (i) those patent  
110 claims the Member or its Related Entities acquire or control after the Date but on or before the  
111 termination of this Agreement or (ii) the applications whose priority dates are on or before two  
112 (2) months after the termination of this Agreement, (b) that are necessarily infringed by a  
113 compliant implementation of the Normative Requirements of a version of an Implementation  
114 Draft Specification or Proposed Standard to the extent it is within the relevant scope of work  
115 established for its development by the relevant Working Group, where such infringement could  
116 not have been avoided by another commercially reasonable non-infringing alternative  
117 compliant implementation of such Implementation Draft Specification or Proposed Standard  
118 Specification, and (c) the primary purpose of the relevant portion of the implementation is to  
119 enable authentication security in a manner consistent with the Mission. The Member and its  
120 Related Entities’ Granted Claims include only those patent claims that are infringed by the  
121 compliant implementation of the Normative Requirements of the Implementation Draft  
122 Specification or Proposed Standard Specification, as applicable, where such Implementation

123 Draft Specification or Proposed Standard Specification is approved as an Implementation Draft  
124 Specification or Proposed Standard Specification, as applicable, while one or more of the  
125 Member and its Related Entities is participating in the Working Group associated with such  
126 Implementation Draft Specification or Proposed Standard Specification. Notwithstanding  
127 anything else in this Agreement, “Granted Claims” shall not include: (1) claims on enabling  
128 technologies or algorithms that may be necessary to make or use any product or portion thereof  
129 that complies with the Implementation Draft Specification or Proposed Standard Specification  
130 and are not themselves expressly set forth in such Implementation Draft Specification or  
131 Proposed Standard Specification (for example and without limitation, semiconductor  
132 manufacturing technology, compiler technology, object-oriented technology, basic operating  
133 system technology, programming instructions, compression formats, encryption formats and  
134 data processing); (2) claims on published standards developed elsewhere and merely referred to  
135 in the body of the Implementation Draft Specification or Proposed Standard Specification, (3)  
136 claims on any portion of any product and any combinations thereof the purpose or function of  
137 which is not required for compliance with required portions of the Implementation Draft  
138 Specification or Proposed Standard Specification, (4) claims which, if licensed, would require a  
139 payment of royalties by the licensor to unaffiliated third parties; and (5) claims on design  
140 patents and design registrations. Granted Claims do not include any claims other than those set  
141 forth above even if contained in the same patent as Granted Claims. For purposes of this  
142 definition, an Implementation Draft Specification or Proposed Standard Specification shall be  
143 deemed to include only architectural and interconnection requirements essential for  
144 interoperability and shall not include any implementation examples unless such implementation  
145 examples are expressly identified as being Normative Requirements of the Implementation  
146 Draft Specification or Proposed Standard Specification.

147 “**Granted Claims Disclosure Notice**” shall have the meaning set forth in Section 6.6.1 of this  
148 Agreement.

149 “**IPR Review Period**” shall have the meaning set forth in Section 6.6.1 of this Agreement.

150 “**Member**” shall mean an entity that has completed the application forms and has executed a copy  
151 of this Agreement or a prior Membership Agreement subject to the Agreement amendment  
152 process defined in Section 3.6 of this Agreement, and whose Agreement has been counter-signed  
153 by the Secretary, indicating acceptance by the Board. For purposes of Section 5 “Handling  
154 Confidential Information”, the FIDO Alliance will also be treated as a Member.

155 “**Mission**” shall mean the Mission set forth in the Mission Statement of the FIDO Alliance as set  
156 forth in Section 1 of this Agreement.

157 “**Normative Requirements**” means those portions of the Implementation Draft Specification or  
158 Proposed Standard Specification that are expressly identified as required for compliance with the  
159 Implementation Draft Specification or Proposed Standard Specification including those portions  
160 of an optional or alternative portion of the Implementation Draft Specification or Proposed  
161 Standard Specification that are identified as required for compliance with such optional or  
162 alternative portion. For clarity, those portions of the Implementation Draft Specification or

163 Proposed Standard Specification, including any portions of an optional or alternative portion  
164 thereof, which are designated by the terms “must”, “shall”, “mandatory”, “normative” or  
165 “required” are expressly identified as being required for compliance under this definition.

166 “**Other Publication**” shall mean any form of documentation that is developed or being developed  
167 within FIDO Alliance (e.g. presentation materials, press releases, etc.) other than a Specification,  
168 Requirements document or Policy Document.

169 “**Participant**” means, with respect to a particular Working Group, any Member who participates  
170 in such Working Group and its Related Entities. For purposes of Section 6.2, and particularly  
171 Section 6.2.1.1, the FIDO Alliance will be treated as a Member participating in all Working  
172 Groups.

173 “**Policy Document**” shall mean any documented procedural or administrative policy adopted by  
174 Simple Majority Vote of the Board.

175 “**Public Permitted Uses**” means making, using, selling, offering for sale, importing or distributing  
176 any compliant implementation of a Proposed Standard Specification, 1) only to the extent it  
177 implements the Normative Requirements of the Proposed Standard Specification and 2) so long  
178 as all required portions of the Proposed Standard Specification are implemented. Public Permitted  
179 Uses do not extend to any portion of an implementation that is not included in the Normative  
180 Requirements of a Proposed Standard Specification.

181 “**Publication**” means any Specifications, Requirements, and Other Publications developed or  
182 being developed within FIDO Alliance

183 “**Quorum**” shall mean that more than fifty percent (50%) of the Members meeting the Voting  
184 Requirements of the applicable group (e.g., the Board, the Statutory Committee, or a Working  
185 Group or the Members in plenary session) are present at a meeting, either in person,  
186 telephonically or by such other means as may be prescribed by such group or by this Agreement.

187 “**Requirements**” shall mean a document that contains technical, organizational and/or operational  
188 requirements provided by Members that shall form the basis for all Specifications developed by  
189 FIDO Alliance.

190 “**Related Entity**” means, with respect to a particular party, any entity that Controls, is Controlled  
191 by, or under common Control with such party; provided that an entity that acquires Control of the  
192 Signatory after the Date will not be a Related Entity of the Signatory, and will not separately  
193 enjoy the benefits afforded to Related Entities under this Agreement, including, but not limited to,  
194 the benefit of the non-assert made by other Members, unless and until such entity agrees in  
195 writing to join the FIDO Alliance. The Signatory’s (and its Related Entities’) rights and  
196 obligations under this Agreement (including the benefit of the non-assert made by other  
197 Members) shall continue in full force and effect notwithstanding the failure of such the acquiring  
198 entity to join the FIDO Alliance.

- 199 “**Simple Majority Vote**” shall mean greater than 50% of those voting meeting Voting  
200 Requirements when a Quorum is present.
- 201 “**Signatory**” means the entity listed as Signatory in the signature block to this Agreement.
- 202 “**Specification**” shall mean a document that contains technical criteria (including reference to  
203 existing specifications and protocols) in any state of progress within a FIDO Alliance Working  
204 Group.
- 205 “**Sponsor Member**” shall mean any Member who has joined the FIDO Alliance at the Sponsor  
206 Member class of membership as defined in Section 11.
- 207 “**Standards Developing Organization**” shall mean an organization whose primary activities are  
208 developing, coordinating, promulgating, revising, amending, reissuing, interpreting, or otherwise  
209 producing technical standards that are intended to address the needs of a specific base of adopters.
- 210 “**Statutory Committee**” shall refer to the collective of certain Delegates which shall constitute  
211 the entity defined in the Bylaws as the “Board of Directors” for purposes of applicable California  
212 law, and which shall have the rights and obligations set out in Section 4.2.1 of this Agreement  
213 and applicable California law.
- 214 “**Supermajority Vote**” shall mean 66% or more of those voting meeting Voting Requirements  
215 when a Quorum is present.
- 216 “**Voting Member**” shall mean Board Member.
- 217 “**Voting Requirements**” shall mean being in Good Standing and meeting the participation  
218 requirements for the relevant group as defined in the Standard Operating Procedures or other  
219 defining policy document.
- 220 “**Working Group**” shall have the meaning set forth in Section 4 of this Agreement.
- 221 “**Working Group Permitted Uses**” means making, using, selling, offering for sale, importing or  
222 distributing any compliant implementation of an Implementation Draft Specification, 1) only to  
223 the extent it implements the Normative Requirements of the Implementation Draft Specification  
224 and 2) so long as all required portions of the Implementation Draft Specification are  
225 implemented. Working Group Permitted Uses do not extend to any portion of an implementation  
226 that is not included in the Normative Requirements of the Implementation Draft Specification.

## 227 **3 General**

### 228 **3.1 Duration and Dissolution**

229 The FIDO Alliance shall exist until such time as it is dissolved only by a Full Supermajority Vote  
230 of the Board and a Full Supermajority Vote of the Statutory Committee.

**231 3.2 Members' Freedom of Action and Right to Compete**

232 Neither participation in the FIDO Alliance nor the FIDO Alliance's approval or release of a  
233 Specification shall require any Member to use or implement the Specification, or preclude any  
234 Member from developing or employing additional, competing or alternative products,  
235 specifications or implementations, or foreclose any Member from taking a different course of  
236 action should any Member so desire.

237 The Members acknowledge that they may compete with one another in various lines of  
238 business and that it is therefore imperative that they and their representatives act in a manner  
239 that does not violate any applicable antitrust laws and regulations. Each Member may have  
240 similar agreements not related to the FIDO Alliance with other Members. Each Member may  
241 design, develop, manufacture, acquire or market competitive specifications, products and  
242 services, and conduct its business in whatever way it chooses. No Member is obligated to  
243 announce or market any products or services. Without limiting the generality of the foregoing,  
244 the Members agree not to have any discussion relating to their individual commercial  
245 businesses with respect to product pricing, methods or channels of product distribution, any  
246 division of markets, or allocation of customers or any other topic which should not be discussed  
247 among competitors. Accordingly, each Member hereby assumes responsibility to provide  
248 appropriate legal counsel to its representatives regarding the importance of limiting their  
249 discussions to subjects that relate to the purposes of the FIDO Alliance, whether or not such  
250 discussions take place during formal meetings, informal gatherings, or otherwise.

**251 3.3 Principal Office**

252 A principal office of the FIDO Alliance will be created to perform administrative and operational  
253 functions for the FIDO Alliance. The location of the FIDO Alliance principal office may be  
254 changed from time to time by the Board, and such change of address shall be effective upon  
255 written notice to all Members. The FIDO Alliance may also have offices at such other places as  
256 its business and activities may require, and as the Board may, from time to time, designate.

**257 3.4 Governing Law**

258 This Agreement shall be governed by and interpreted in accordance with laws of the State of  
259 California, excluding its choice of law rules.

**260 3.5 Dispute Resolution**

261 The parties agree to attempt to settle any claim or controversy arising out of this Agreement  
262 through consultation and negotiation in the spirit of mutual cooperation. Upon the earlier of the  
263 date on which those attempts (including escalation to the Board) fail, or thirty (30) days after the  
264 parties to the dispute first communicate with each other in an effort to resolve the dispute, then  
265 either party may demand mediation by submitting the dispute for non-binding mediation  
266 conducted by a mediator selected by the Board within twenty-one (21) days after written notice.  
267 Any dispute that cannot be resolved between the disputing parties through negotiation or  
268 mediation within forty-five (45) days of the date of the selection of a mediator may then be  
269 submitted to the courts within Santa Clara County, California, or any other venue in which the  
270 court has personal jurisdiction over the parties in dispute, for resolution. The use of any

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271 mediation procedures will not be construed under the doctrines of laches, waiver or estoppel to  
272 adversely affect the rights of either party. Nothing in this Section 3.5 will prevent either party  
273 from resorting to judicial proceedings, if (i) good faith efforts to resolve the dispute have been  
274 unsuccessful, (ii) the claim or suit involves intellectual property rights, or (iii) interim relief from  
275 a court is necessary to prevent serious and irreparable injury to that party or to others.

### 276 **3.6 Amendments to this Agreement and the Bylaws**

277 This Agreement constitutes the entire agreement among the Bound Entities and the Members,  
278 concerning its subject matter and supersedes any prior or contemporaneous agreement or  
279 understanding, whether written or oral, if any, among the parties with respect to such subject  
280 matter. Any modification or amendment of this Agreement shall only be binding upon the  
281 Members if set forth in writing and approved by a Full Supermajority Vote of the Board,  
282 provided, however, that such modification or amendment shall not be binding on any Member  
283 who terminates this Agreement with respect to such Member and withdraws as a Member of the  
284 FIDO Alliance within thirty (30) days of receipt of written notice of adoption of such  
285 modification or amendment. The Bylaws of the FIDO Alliance may be amended by a Full  
286 Supermajority Vote of the Statutory Committee and a Full Supermajority Vote of the Board.

### 287 **3.7 Publicity**

288 No Member shall use the name of another Member in any public announcement or other publicity  
289 relating to this Agreement or any Deliverable without the prior written consent of such named  
290 party.

291 Each Member grants the FIDO Alliance a non-transferrable, royalty free limited use license to  
292 use its company name and primary identifying logos and other brand materials for the purposes of  
293 identifying and publicizing its FIDO Alliance Membership status and participation with all other  
294 Members. The FIDO Alliance will use such company name, logos and other brand materials in  
295 accordance with such Member's trademark guidelines.

### 296 **3.8 Headings**

297 The Members acknowledge that all headings of this Agreement are for reference purposes only  
298 and shall not be used in the interpretation of this Agreement.

## 299 **4 Governance**

### 300 **4.1 Decision Making**

301 Except in those cases where a vote is specifically required by this Agreement or other Controlling  
302 Documents, FIDO Alliance shall seek to reach its decisions by consensus. When no consensus  
303 can be reached in a timely manner, the decision shall be reached by voting as defined in this  
304 Agreement and other Controlling Documents. Except when otherwise specified in this  
305 Agreement and other Controlling Documents, approval by vote requires a Simple Majority Vote.  
306 Except as expressly set forth herein, voting percentages required are to be calculated in terms of  
307 the number of "Yes" and "No" votes cast by those voting Members meeting Voting Requirements  
308 present when a Quorum exists. Only "Yes" and "No" votes shall be counted, and abstentions or  
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309 non-votes shall not be counted, but also shall not affect the determination as to whether a Quorum  
310 exists.

## 311 **4.2 The Statutory Committee and the FIDO Board**

### 312 **4.2.1 The Statutory Committee**

313 Pursuant to the Bylaws, the Statutory Committee shall have certain specified corporate  
314 powers, as defined by applicable California law. The Statutory Committee shall consist  
315 of seven Delegates, four of whom shall be the officers of the corporation specifically  
316 defined in this Agreement, and the remaining three shall be elected by the Board in the  
317 same annual election as the election of the officers. The remaining three shall be  
318 Delegates and each must be an employee of a Board Member of the FIDO Alliance. The  
319 remaining three shall be elected for an annual term ending Dec. 31<sup>st</sup> of the following  
320 year, except that for the first year the term shall end on Dec. 31<sup>st</sup> of the year in which they  
321 were elected. The presiding officer for all meetings of the Statutory Committee shall be  
322 the President. For any act on a Statutory Item as defined in the Bylaws or on dissolution  
323 of the corporation, the Statutory Committee shall only act after a Board vote on that act  
324 and shall strongly consider the results of any Board vote on that act.

325

### 326 **4.2.2 The FIDO Board**

327 The Board shall have administrative oversight of the FIDO Alliance as defined herein and in the  
328 Bylaws. The Board shall also have the sole authority to approve Specifications, Requirements, or  
329 Other Publications either directly or after Working Group approval of same (as specified in  
330 Section 4 of this Agreement). The number of seats on the Board shall be unlimited, and Board  
331 Members in Good Standing shall be entitled to designate one (1) Delegate. Only Delegates  
332 meeting the Voting Requirements shall be entitled to vote on any matter before the Board. The  
333 Executive Director of the FIDO Alliance shall preside over Board meetings as chair and shall  
334 take such other actions as may be agreed by a Simple Majority Vote of the Board. At the  
335 discretion of the chair, voting by the Board may be had by electronic means pursuant to the  
336 procedures described herein for other committees of the FIDO Alliance.

337 The roles and responsibilities of the Board include, but are not limited to the following:

- 338 • Elect annually the President, the Vice President, the Treasurer and the Secretary and three  
339 others from the Delegates to serve as the Officers and the Statutory Committee;;
- 340 • Hire a compensated Executive Director or the equivalent to assist in the administration of  
341 the FIDO Alliance.
- 342 • Approving Publications prior to making any Publication a publicly available document;
- 343 • Chartering Working Groups;
- 344 • Appointing Chairs to Working Groups;
- 345 • Establish and publish a membership Schedule of Fees and Dues that may be amended  
346 from time to time by the Board. Such Schedule of Fees and Dues may include a

- 347 scholarship program whereby the Board may waive or reduce fees if certain pre-defined  
 348 objective criteria are satisfied by an applicant;
- 349 • Accept or deny candidate Member Agreement applications (and renewals of same) into  
 350 the FIDO Alliance based on objective criteria adopted by the Board;
  - 351 • Approval of any contracts with the FIDO Alliance;
  - 352 • Administering the transfer of FIDO Alliance Specifications to IETF or other Standards  
 353 Developing Organization;
  - 354 • Determine the timing and logistics for all Members meetings and similar FIDO Alliance  
 355 communications mechanisms;
  - 356 • Administering email lists, conference bridges, collaboration tools, etc.;
  - 357 • Setting change control and versioning procedures for Specifications through the  
 358 development and approval of Policy Documents;
  - 359 • Setting other Policy Documents as may be required from time to time;
  - 360 • Dissolve the FIDO Alliance, which requires a Full Supermajority Vote and approval by  
 361 the Statutory Committee, as described herein;
  - 362 • Terminate Members for cause, as specified in Section 7.2 of this Agreement;
  - 363 • Termination of Board Members for cause, by Full Supermajority Vote of the Board;
  - 364 • Obtain and renew D&O Liability coverage at levels determined by the Board.

365 Except for procedural matters (for example, whether to adjourn a meeting), the Board shall not  
 366 make any decisions, whether by consensus or by voting, unless a Quorum exists; *provided*,  
 367 *however*, that nothing herein shall prevent the Board from using an approval procedure to take  
 368 action if such procedure is authorized or permitted by the state under which it is organized; and  
 369 *provided, further*, that to be effective, any written consent or other form of approval under such  
 370 procedure shall, if such state permits less than unanimous written consent, be signed by, or  
 371 subscribed to by, at least a number of Delegates representing a Full Majority Vote or, where  
 372 applicable, a Full Supermajority Vote.

### 373 **4.3 Officers, Executive Director and Working Groups**

#### 374 **4.3.1 General Provisions**

375 The Board shall elect the following officers from among the Delegates by Simple Majority Vote:  
 376 President, Vice President, Treasurer and Secretary. The Board shall elect three individuals from  
 377 among the Delegates by Simple Majority Vote to complete the Statutory Committee. The FIDO  
 378 Alliance may also have such other officers with such titles and duties as the Board may determine  
 379 from time to time. An elected officer or other member of the Statutory Committee must be an  
 380 employee of a Board Member of the FIDO Alliance. All officers shall be elected for an annual  
 381 term ending on December 31<sup>st</sup> of the following year. The officers may serve multiple terms  
 382 and/or successive terms if duly elected. The elected officers shall serve without compensation  
 383 from the FIDO Alliance.

#### 384 **4.3.2 Duties of the President**

385 The President shall be the chief executive officer of the FIDO Alliance, shall serve as the  
 386 chairman at all meetings of the Statutory Committee. The President shall provide guidance to the

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387 Executive Director and be available as needed as a spokesperson for the FIDO Alliance. The  
388 President shall have such other powers and perform such other duties as may be prescribed by  
389 law, by this Agreement, or from time to time by the Board or are conventional for this office.

#### 390 **4.3.3 Duties of the Vice President**

391 The Vice President is responsible to assist the President and perform the duties of the President in  
392 the absence of the President, or in the event of the President's inability or refusal to act. The Vice  
393 President shall have other powers and perform such other duties as may be prescribed by law, by  
394 this Agreement, or as may be prescribed from time to time by the Board or are conventional for  
395 this office.

#### 396 **4.3.4 Duties of the Treasurer**

397 The Treasurer is responsible for the financial transactions of the FIDO Alliance in accordance  
398 with the Board approved Finance Policy. The Treasurer shall exercise oversight of any Financial  
399 Services contractor and serve as the chair of the Board Finance Committee. The Treasurer shall  
400 prepare and present to the Board (at a minimum) quarterly financial reports on all the FIDO  
401 Alliance finances. The Treasurer shall have such other powers and perform such other duties as  
402 may be prescribed by law, by this Agreement, or as may be prescribed from time to time by the  
403 Board or are conventional for this office.

#### 404 **4.3.5 Duties of the Secretary**

405 The Secretary is responsible for recording and distributing Minutes of meetings of the Board and  
406 Member Plenary, which shall including results of votes and other actions taken. In general, the  
407 Secretary shall perform all duties customarily incident to the office of Secretary and such other  
408 duties as may be required by law, by this Agreement, or as may be prescribed from time to time by  
409 the Board or are conventional for this office, including without limitation the following:

- 410 • Certify and keep at the principal office of the FIDO Alliance the original, or a copy, of  
411 this Agreement as amended or otherwise altered to date;
- 412 • Keep at the principal office of the FIDO Alliance or at such other place as the Board may  
413 determine, a book of minutes of all meetings of the Board, and, if applicable, meetings of  
414 Board committees;
- 415 • Ensure that all notices are duly given in accordance with the provisions of this Agreement  
416 or as required by law;
- 417 • Be custodian of the records of the FIDO Alliance;
- 418 • Ensure all Member Agreements accepted by the Board are counter-signed;
- 419 • Maintain a Membership roster containing the name, email address and mailing address of  
420 each and any Members; and
- 421 • Ensure all Working Group Scribes are recording meeting minutes in compliance with  
422 procedures set forth by the Secretary

#### 423 **4.3.6 Executive Director**

424 The Executive Director of the Corporation agrees to perform such undertakings as are necessary  
425 to manage the day-to-day needs of the Corporation, including:

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- 426       • Scheduling and setting up meetings;  
 427       • Chairing meetings of the Board;  
 428       • Facilitating communication between Members, including providing timely notices of  
 429       meetings;  
 430       • Providing Members with materials with respect to the activities of the FIDO Alliance as  
 431       may be prepared by the Secretary or the Executive Director;  
 432       • Preside over plenary sessions of All Member Meetings;  
 433       • Shall act as the chief administrator of the corporation;  
 434       • Receiving and processing membership agreements; and  
 435       • In general, performing all duties incident to the office of Executive Director and such  
 436       other duties as may be required by law, by the Articles of Incorporation, by the Bylaws,  
 437       by this Membership Agreement or which may be assigned to him or her from time to  
 438       time by the Board.

439       The Executive Director may engage third parties to undertake such activities, provided that the  
 440       Executive Director enters into appropriate contracts protective of the FIDO Alliance, and ensures  
 441       compliance with terms and conditions of this Agreement including confidentiality obligations.

#### 442       **4.3.7 Nonliability of Delegates, Officers and Members**

443       Delegates, Officers and Members with an employee serving as an officer or Delegate, and the  
 444       employee serving as an officer, other member of the Statutory Committee or Delegate, shall not  
 445       be liable for the debts, liabilities or other obligations of FIDO Alliance.

446       The FIDO Alliance will have and keep current a Directors and Officer's insurance policy with a  
 447       minimum coverage level of as determined by the Board.

#### 448       **4.3.8 Removal, Resignation and Vacancies**

449       The Board may remove any officer or other member of the Statutory Committee from his or her  
 450       elected office or position, either with or without cause, at any time by a Supermajority Vote.  
 451       Because an elected officer or other member of the Statutory Committee must be an employee of a  
 452       Board Member of the FIDO Alliance, an elected officer or other member of the Statutory  
 453       Committee shall automatically be removed if the Board Member terminates its membership in the  
 454       FIDO Alliance or if the representative serving as an elected officer or other member of the  
 455       Statutory Committee ceases to be an employee of the Board Member.

456       Any officer or other member of the Statutory Committee may resign at any time by giving written  
 457       notice to the Board. Any such resignation shall take effect at the date of receipt of such notice or  
 458       at any later date specified therein, and, unless otherwise specified therein, the acceptance of such  
 459       resignation shall not be necessary to make it effective.

460       Any vacancy caused by the death, resignation, removal, disqualification or otherwise, of any  
 461       officer, other member of the Statutory Committee or Chair shall be filled by the Board (or, in the  
 462       case of a Vice Chair, Scribe or Editor, the Working Group Chair) by election to complete the  
 463       term of the vacant position.

464 **4.4 Working Groups**

465 All deliverables of the FIDO Alliance shall be developed by working groups (each, a “Working  
466 Group”). Only Sponsor Member organizations and Board Member organizations may have full  
467 participation rights in Working Groups. Government Member organizations may have all but  
468 voting participation rights in Working Groups. Associate Member organizations may have all but  
469 voting participation rights in Working Groups subject to the process described in Section 6.2.1.1  
470 of this Agreement.

471 The Board shall appoint a Chair for each Working Group. Any Board Member representative is  
472 eligible to serve as a Working Group Chair. The Working Group Chair will continue to serve at  
473 the will of the Board or until the Chair resigns; there is no fixed term duration for a Chair.

474 Each Working Group Chair shall appoint a Vice Chair, a Scribe and at least one Editor (e.g., one  
475 for each deliverable) for his/her Working Group. Each person chosen to fill each such position  
476 will continue to serve at the will of the Chair or until he/she resigns; there is no fixed term  
477 duration for these positions.

478 A Working Group Chair may, at his/her discretion, invite any Member to become a Participant in  
479 the Working Group. Board and Sponsor Members may become Participants of any Working  
480 Group without such invitation, but Associate Members may only become Participants of a  
481 Working Group by means of this discretionary invitation process. If an Associate Member  
482 becomes a Participant of a Working Group it shall be known as an “invited Participant” in that  
483 Working Group. In accordance with Section 6.2.1.1, such invited Participant must first elect to  
484 be bound by the promise set forth in Section 6.2.1.1 with respect to such Working Group by  
485 providing written notice thereof to the Board. Thereafter such invited Participant shall have all  
486 rights and obligations in such Working Group as defined in Section 6.2 of this Agreement.

487 **4.4.1 Chartering a Working Group**

488 Any Sponsor Member may propose the chartering of a Working Group. Working Group  
489 formation requires a Supermajority Vote of the Board. A proposed Charter must be sent to the  
490 Board for approval. The Charter must be complete and contain at minimum the following  
491 information (organized by Charter Headings):

- 492
- 493 • Working Group Name
  - 494 • Proposed Chair, Vice Chair, Scribe, and Editor(s)
  - 495 • Scope of work (and why that scope aligns with the Mission)
  - 496 • Description of each proposed Deliverable, by type (i.e. Specification, Requirements,  
and/or Other Publication)
  - 497 • Expected timeline for completion of work
  - 498 • Any known dependencies on the FIDO Alliance resources and/or external developments

499 **4.4.2 Work Flow and Approval Criteria (by status type)**

500 Once the Board has approved the formation of a Working Group, all proposed deliverables shall  
501 be managed to the following work flow:

502 **4.4.2.1 General Flow**

503 Each Deliverable type (Specification, Requirements, and Other Publication) will proceed through  
504 Pre-Draft, Working Draft and Review Draft status. Only Specification Deliverables will proceed  
505 to Implementation Draft and Proposed Standard status.

506 **4.4.2.2 “Pre-Draft”**

507 Any Working Group participant may submit a proposed initial draft document as a candidate  
508 “Working Draft” deliverable of the Working Group. The Chair shall acknowledge all such  
509 submissions as “Pre-Draft” documents or deliverables (i.e. Specifications, Requirements  
510 document, or Other Publication).

511 **4.4.2.3 “Working Draft”**

512 Pre-Draft documents must first be approved by Simple Majority Vote of the Working Group in  
513 order to become “Working Draft” documents (i.e. Specifications, Requirements document, or  
514 Other Publications). Once a document is accepted as the “Working Draft” deliverable for the  
515 Working Group, it is administered by the Editor and becomes the basis for all going forward  
516 work on that deliverable.

517 **4.4.2.4 “Review Draft”**

518 Once a Working Group determines it has made an appropriate level of progress in achieving the  
519 objectives for its deliverable as captured by its charter, and the Working Group wants to share the  
520 deliverable with all Members for review, the Working Group shall promote the document from  
521 “Working Draft” to “Review Draft” status by a Supermajority Vote. All “Review Draft”  
522 Deliverables must be sent to the Secretary by the Working Group Chair within 15 days of the  
523 Supermajority vote. Once the Secretary confirms the process was followed correctly, the  
524 Secretary shall provide notice to all Members of the document’s Review Draft status, which for  
525 Specification Deliverables shall trigger an IPR Review Period for such Review Draft  
526 Specification.

527 **4.4.2.5 “Implementation Draft Specification”**

528 Implementation Draft status applies only to Specifications. After completion of the IPR Review  
529 Period for a Review Draft Specification, the responsible Working Group shall decide whether the  
530 deliverable needs further development or is ready to advance to an Implementation Draft. If the  
531 Review Draft Specification is deemed a candidate to become an Implementation Draft  
532 Specification by the Working Group, the Working Group Chair shall make that recommendation  
533 to the Board. The Board shall vote on the Working Group’s recommendation within 45 days. A  
534 Supermajority Vote of the Board is required to approve a document as an Implementation Draft  
535 Specification. Once an Implementation Draft Specification is approved by the Board, the  
536 Secretary shall so notify all Members.

537 **4.4.2.6 “Proposed Standard Specification”**

538 Proposed Standard status applies only to Specifications. Some deliverables will be Specifications  
539 intended for submission to an external standards development organization such as the IETF,  
540 and/or intended for implementation by non-Members. Only Proposed Standard Specifications are

541 candidates for implementation by non-Members or submission to external standards development  
542 organizations. Only Implementation Draft Specifications are candidates for Proposed Standard  
543 Specification status. If the Board has determined, in cooperation with the Working Group that  
544 authored the Implementation Draft Specification, that such document is ready for Proposed  
545 Standard Specification status, the Board shall vote on whether to make such candidate a Proposed  
546 Standard Specification. Approval by the Board requires a Full Supermajority Vote of the Board.  
547 Any Proposed Standard Specification may be submitted to the IETF or other standards  
548 development organization, with appropriate IPR grants, by a Full Supermajority Vote of the  
549 Board.

#### 550 **4.4.2.7 Publishing FIDO Alliance Deliverables**

551 The Board may approve the publication or sharing of any FIDO Alliance Deliverable, e.g.  
552 Specifications, Requirements, or Other Publications, with non-Members by means of a  
553 Supermajority Vote of the Board, at any time, regardless of the status of the document. The  
554 Board must take care to disclose any Granted Claims for which the Board has received a Granted  
555 Claims Disclosure Notice pertaining to an Implementation Draft or Proposed Standard  
556 Specification deliverable at the time it is shared with non-Members.

#### 557 **4.4.3 Notifications and Electronic Voting**

558 Chairs are responsible for issuing all notifications of meetings and votes of their Working Group,  
559 within the following minimum criteria:

- 560 • In-person meetings require 30 days notice, unless overridden by the Board.
- 561 • Teleconference meetings require 7 calendar days notice (this only applies to the first  
562 meeting of a notification of recurring meetings), unless overridden by the Board.
- 563 • Electronic votes require no advance notice but must include a clear ballot with only “yes”  
564 and “no” options, and must remain open for no less than 7 calendar days. All electronic  
565 votes are considered to have achieved Quorum as long as their ballot is sent to the official  
566 mailing list of the Working Group.
- 567 • The Board may override any notification requirement upon unanimous consent of all then  
568 current Delegates.

569 The Secretary is responsible for issuing all notifications of meetings and votes for the Board and  
570 the Membership Plenary, within the following minimum criteria:

- 571 • In-person meetings require 30 days notice, unless overridden by the Board.
- 572 • Teleconference meetings require 7 calendar days notice (this only applies to the first  
573 meeting of a notification of recurring meetings), unless overridden by the Board.
- 574 • Electronic votes require no advance notice but must include a clear ballot with only “yes”  
575 and “no” options, and must remain open for 7 calendar days. All electronic votes are  
576 considered to have achieved Quorum as long as their ballot is sent to the official mailing  
577 list of the Board.
- 578 • The Board may override any notification requirement upon unanimous consent of all then  
579 current Delegates.



**580 4.4.4 Liaisons**

581 A Working Group may ask the Board to approve a liaison relationship with any membership  
582 organization the Working Group determines would improve the quality of its work, but for any  
583 reason cannot join FIDO Alliance directly. The Board is authorized to draft appropriate terms of  
584 the agreement that would grant the liaison organization access to FIDO Alliance draft  
585 deliverables, meeting attendance rights, and even mailing list subscriptions as long as  
586 appropriate measures are taken to honor the IPR provisions of this Agreement.

**587 4.4.5 Chairs, Vice Chairs, Scribes, and Editors****588 4.4.5.1 Working Group Chairs**

589 Only representatives from Board Member organizations may serve as Working Group Chairs.  
590 The Chair of each Working Group is responsible for facilitating the effective collaboration of that  
591 Working Group, in compliance with the governance procedures of this Agreement, including  
592 calling meetings, presiding over meetings, and conducting deliberations in a collegial manner. In  
593 the absence of a Scribe, the Chair is responsible to either perform the duties of the Scribe or find a  
594 suitable volunteer to do so.

**595 4.4.5.2 Working Group Vice Chairs**

596 The Vice Chair supports the Chair and services the place of the Chair at any time the Chair is  
597 absent or unable or unwilling to act.

**598 4.4.5.3 Working Group Scribes**

599 The Scribe is responsible for maintaining the procedural records of the Working Group, in  
600 compliance with this Agreement and guidelines set forth by the Secretary.

**601 4.4.5.4 Working Group Editors**

602 The editor shall maintain any Specification, Requirements document, or Other Publications  
603 assigned to him or her by the Chair and in compliance with the provisions of this Agreement and  
604 any version control and change management procedures set forth by the Board. In the case of a  
605 Specification, the Editor may also be responsible for executing the submission to the IETF upon  
606 authorization by the Board.

**607 4.4.5.5 Removal, Resignation and Vacancies within Working Groups**

608 An appointed Chair, Vice Chair, Scribe or Editor shall automatically be removed if the Member  
609 terminates its membership in the FIDO Alliance -- in the case of a Chair, if a Chair downgrades  
610 from Board Member -- or if the representative ceases to be an employee of the Member.

611 Any Chair may resign at any time by giving written notice to the Board. Any Vice Chair, Editor,  
612 or Scribe may resign at any time by giving written notice to the Chair who appointed them. Any  
613 such resignation shall take effect at the date of receipt of such notice or at any later date specified  
614 therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be  
615 necessary to make it effective.

616 Any vacancy caused by the death, resignation, removal, disqualification or otherwise, of any  
617 officer or Chair shall be filled by the Board (or, in the case of a Vice Chair, Scribe or Editor, the  
618 Working Group Chair).

#### 619 **4.4.6 Withdrawal from a Working Group**

620 Any Member shall be permitted to withdraw from a particular Working Group at any time by  
621 giving written notice of its intent to terminate its participation in such Working Group. Upon  
622 any such withdrawal, Sections 5 and 6 will survive such withdrawal with respect to Specifications  
623 developed by such Working Group, provided that the Signatory's and its Related Entities'  
624 promise under Section 6.2.1.1 shall only apply to those Specifications that were approved by the  
625 Board as an Implementation Draft Specification or a Proposed Standard Specification on or  
626 before the effective date of such withdrawal. If, after the Date, a Related Entity of the Signatory  
627 ceases to be Controlled by or under common Control with the Signatory, such Related Entity  
628 shall be permitted to withdraw from a particular Working Group at any time after the date on  
629 which such Related Entity ceases to be Controlled by or under common Control with the  
630 Signatory by giving written notice of its intent to terminate its participation in such Working  
631 Group. Upon any such withdrawal by a Related Entity, such Related Entity's obligations under  
632 Sections 5 and 6 will survive such withdrawal with respect to Specifications developed by such  
633 Working Group, provided that the Related Entity's promise under Section 6.2.1.1 shall only apply  
634 to those Specifications that were accepted by such Working Group as an Implementation Draft  
635 (or later) on or before the effective date of such withdrawal.

#### 636 **4.5 Controlling Documents**

637 The governing documents of the conduct of the FIDO Alliance shall be, in order of supremacy, its  
638 Articles of Incorporation, its Bylaws, the most recent versions of this Agreement and any other  
639 Policy Document as approved by the Board and published on the Membership portion of the  
640 FIDO Alliance website.

641 Where the above documents do not specifically address an issue, then the most recently published  
642 version of Roberts Rules of Order shall be the controlling document.

### 643 **5 Handling Confidential Information**

#### 644 **5.1 General Principle**

645 As a general principle, no Member wishes to receive from any other Member under this  
646 Agreement any information which the disclosing Member considers to be confidential; however,  
647 the Members do wish to allow the work of the FIDO Alliance to proceed in a constructive manner  
648 under conditions which promote candid and open discussions.

#### 649 **5.2 Degree of Care**

650 Unless and until Confidential Information is made available to the public through the processes  
651 set forth herein or established by the Board, each Member (except the owner or authorized  
652 licensor) shall use the same degree of care and discretion it uses to avoid disclosure of its own  
653 confidential information to not disclose such Confidential Information to any entity or person

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654 who is not a Member engaged in the activities for which such Confidential Information was  
655 provided.

### 656 **5.3 Term of Obligation**

657 The obligation of confidentiality set forth in this Section 5 shall expire three (3) years from the  
658 date the Confidential Information is first disclosed to the Member, and shall not apply to any  
659 information which: (i) is or becomes publicly available other than by the Member's breach of a  
660 duty; (ii) is rightfully received from a third party without any obligation of confidentiality; (iii) is  
661 rightfully known by the Member without any limitation on disclosure prior to its receipt; (iv) is  
662 independently developed by a Member or the FIDO Alliance without use of the Confidential  
663 Information; or (v) is released for disclosure by the Member with the disclosing party's written  
664 consent.

### 665 **5.4 Not Prohibited Disclosures**

666 Disclosure of Confidential Information is not prohibited if prior notice is given to its owner and if  
667 such disclosure is (a) compelled pursuant to a legal proceeding or (b) otherwise required by law;  
668 provided, however, that prior to disclosing Confidential Information the party proposing to make  
669 such disclosure shall first make a reasonable effort to obtain a protective order or to inform the  
670 owner of the Confidential Information in such time and manner as to allow it a reasonable  
671 opportunity to seek such an order.

### 672 **5.5 Permitted Use**

673 Each Member shall be free to use any ideas, concepts, know-how and techniques contained in  
674 Confidential Information disclosed to it, for any purpose in furtherance of the goals of the FIDO  
675 Alliance including, for example and without limitation, the development of commercial products  
676 or services intended for use in conjunction with compliant implementations of an Implementation  
677 Draft Specification or a Proposed Standard Specification in its entirety. It is understood that  
678 receipt of Confidential Information under this Agreement will not create any obligation in any  
679 way limiting or restricting the assignment and/or reassignment of any Member employees.

### 680 **5.6 Residuals**

681 Notwithstanding anything to the contrary herein, any Member shall be free to use the residuals of  
682 Confidential Information for any purpose including use in the development, manufacture,  
683 marketing and maintenance of its products and services, subject only to the obligations herein  
684 with respect to disclosure of such Confidential Information. The term "residuals" means that  
685 Confidential Information in nontangible form, which may be retained in the memories of  
686 individuals who have had rightful access to such Confidential Information under this provision of  
687 this Agreement and who do not recall at the time of such use that the information used was  
688 derived from the Confidential Information provided by another Member. It is understood that  
689 receipt of Confidential Information under this Agreement shall not create any obligation in any  
690 way limiting or restricting the assignment and/or reassignment of any employees of a Member  
691 within Member's organization. However, this Section 5.6 shall not be deemed to grant to any  
692 party a license under the other party's copyrights or patents.

## 693 **6 Intellectual Property Rights Policy**

694 By executing this Agreement Signatory is agreeing to the following intellectual property rights,  
695 obligations and other terms of this Section 6 for all Deliverables developed within the FIDO  
696 Alliance subject to the withdrawal provisions specified hereafter.

### 697 **6.1 Copyright Grant to FIDO Alliance**

698 The Signatory grants to the FIDO Alliance and to each Participant a perpetual (for the duration of  
699 the applicable copyright), worldwide, non-exclusive, no-charge, royalty-free, copyright license,  
700 without any obligation for accounting to the Signatory, to reproduce, prepare derivative works of,  
701 publicly display, publicly perform, sublicense, and distribute, any FIDO Alliance Specification,  
702 Requirements document, or Other Publication to the full extent of the Signatory's copyright  
703 interest in the Signatory's Contribution to that Specification, Requirements document, or Other  
704 Publication. To the extent possible the FIDO Alliance shall own all copyright rights in all  
705 Deliverables and Policy Documents.

### 706 **6.2 Patents**

707 These Paragraphs 6.2 through 6.6.1 set forth the terms under which Bound Entities make certain  
708 patent rights available to: (i) each Participant for such Participant's Working Group Permitted  
709 Uses of an Implementation Draft Specification or Proposed Standard Specification and (ii) the  
710 Public for Public Permitted Use.

#### 711 **6.2.1. Patent Non-Assert**

##### 712 **6.2.1.1. The Promise**

713 For each Working Group in which one or more Bound Entities participates, Signatory, on behalf  
714 of itself, all its Related Entities and its and their successors in interest and assigns, promises not to  
715 assert its or its Related Entity's Granted Claims against any Participant in such Working Group  
716 for its Public Permitted Uses or Working Group Permitted Uses, subject to the terms and  
717 conditions of this Agreement. This is a personal promise directly from each Bound Entity to each  
718 Participant in such Working Group, and each Bound Entity represents to such Participant, and  
719 such Participant acknowledges as a condition of benefiting from it that no rights from such Bound  
720 Entity are received from suppliers, distributors, or otherwise in connection with this promise.  
721 These promises also apply to each Participant's Public Permitted Uses and Working Group  
722 Permitted Uses of any other specifications incorporating all required portions of the Specification.

723 If the Signatory is not a Participant in a particular Working Group, the Signatory may elect to be  
724 bound by the promise set forth in this Section 6.2.1.1 with respect to such Working Group by  
725 providing written notice thereof to the Board, in which case (i) the Signatory, on behalf of itself,  
726 all its Related Entities and its and their successors in interest and assigns, promises not to assert  
727 its or its Related Entity's Granted Claims against any Participant in such Working Group for its  
728 Working Group Permitted Uses, subject to the terms and conditions of this Agreement and (ii) the  
729 Signatory will be deemed a Participant in such Working Group solely for the purposes of this  
730 Section 6.2.

731 If the Signatory is not a Participant in a particular Working Group, unless the Signatory provides  
732 the Board with written notice of its intent to withdraw from the FIDO Alliance within sixty (60)  
733 days following the date that the Board gives notice to such Signatory's patent legal counsel and  
734 primary representative (both as specified in Section 12) that the Board has approved a particular  
735 Proposed Standard Specification in accordance with Section 4.4.2.5, such Signatory shall be  
736 bound by the promise set forth in this Section 6.2.1.1 with respect to only such Proposed Standard  
737 Specification, in which case (i) the Signatory, on behalf of itself and all its Related Entities,  
738 promises not to assert its or its Related Entity's Granted Claims against any Public Permitted  
739 Uses, subject to the terms and conditions of this Agreement and (ii) the Signatory will be deemed  
740 a Participant in such Working Group solely for the purposes of this Section 6.2 as applicable  
741 solely to such Proposed Standard Specification.

742 Once the Board has approved a Proposed Standard Specification, the Board may elect, by a Full  
743 Supermajority Vote, to expand the scope of the beneficiaries of this promise to any party in the  
744 world (whether or not such party is a Participant). In such case, the Signatory, on behalf of itself,  
745 all its Related Entities and its and their successors in interest and assigns, irrevocably (except as  
746 provided in Section 6.2.1.2.1 or other otherwise herein) promises not to assert its or its Related  
747 Entity's Granted Claims against any party in the world for its Public Permitted Uses, subject to  
748 the terms and conditions of this Agreement.

#### 749 **6.2.1.2. Termination**

##### 750 **6.2.1.2.1. As a Result of Claims by Promisee**

751 All rights, grants, and promises made by Bound Entities to a particular Participant or, if the Board  
752 has expanded the promise to any party in the world pursuant to 6.2.1.1, any party in the world  
753 (each of the Bound Entities and each party to which the promise is expanded is designated as a  
754 "Promisee" for purposes of this Section 6.2.1.2.1), under this Agreement are terminated and such  
755 Promisee relinquishes any rights, grants, and promises such Promisee has received for the  
756 Specification from each Bound Entity if such Promisee voluntarily files, maintains, or participates  
757 in a lawsuit against any Bound Entity or Covered Third Party asserting that such Bound Entity's  
758 or Covered Third Party's Public Permitted Uses or Working Group Permitted Uses infringe any  
759 patent claims owned or controlled by such Promisee, unless that suit was in response to a  
760 corresponding suit first brought against such Promisee.

##### 761 **6.2.1.2.2. As a Result of Claims by the Signatory or its Related Entities**

762 If the Signatory or any of its Related Entities voluntarily files, maintains, or participates in a  
763 lawsuit asserting that a Public Permitted Use or a Working Group Permitted Use infringes any  
764 Granted Claims of the Signatory or its Related Entities or any claims that were withdrawn by the  
765 Signatory pursuant to Section 6.6, then all rights, grants, and promises made by each Participant  
766 in the Working Group associated with the Specification to the Signatory and its Related Entities  
767 under this Agreement are terminated and the Signatory and its Related Entities relinquish any  
768 rights, grants, and promises the Signatory and its Related Entities have received for the  
769 Specification from each Participant, unless, with respect to a particular Participant, a) the  
770 Signatory's promise to such Participant was terminated pursuant to section 6.2.1.2.1, or b) that

771 suit was in response to a corresponding suit first brought by such Participant against the Signatory  
772 or any of its Related Entities or Covered Third Parties.

### 773 **6.2.1.3. Additional Conditions**

774 This promise is not an assurance (i) that any of Bound Entity's copyrights or issued patent claims  
775 cover an implementation of a Specification or are valid or enforceable or (ii) that an  
776 implementation of a Specification would not infringe intellectual property rights of any third  
777 party. Notwithstanding the personal nature of Bound Entity's promise, Bound Entity's promise is  
778 intended to be binding on any future owner, assignee or exclusive licensee to whom has been  
779 given the right to enforce any Granted Claims against third parties, and Bound Entity will take  
780 such reasonable steps as Bound Entity can to make Bound Entity's promise binding on such  
781 future owner, assignee or exclusive licensee.

### 782 **6.2.1.4. Bankruptcy**

783 Solely for purposes of Section 365(n) of Title 11, United States Bankruptcy Code and any  
784 equivalent law in any foreign jurisdiction, this promise will be treated as if it were a license and  
785 Participant may elect to retain Participant's rights under this promise if Bound Entity (or any  
786 owner of any patents or patent applications referenced herein), as a debtor in possession, or a  
787 bankruptcy trustee, reject the non-assert under Section 6.2.1.1.

### 788 **6.2.1.5 New Member Review Period**

789 Any new member shall have 90 days from joining FIDO Alliance to review any non-publicly  
790 available Proposed Standard Specification and any Implementation Draft Specification which has  
791 been approved to become a Proposed Standard Specification by the Board and is within the 60  
792 day notification period. Such new member may withdraw from FIDO Alliance within such 90  
793 day period without being bound by the promise set forth in Section 6.2.1.1. Such new member  
794 shall also have 45 days from joining FIDO Alliance to withdraw Granted Claims under Section  
795 6.6 for any Review Draft Specification that has not become an Implementation Draft Standard  
796 Specification and has been distributed for member IPR review under Section 6.6.1.

### 797 **6.2.2. Commitment.**

798 In addition to rights each Bound Entity grants in this Agreement, including without limitation in  
799 Paragraph 6.2.1.1, on behalf of itself and its successors in interest and assigns such Bound Entity  
800 agrees that if it transfers or assigns a patent containing a Granted Claim, it will do so only on  
801 condition that the future owner or assignee enters into a binding written agreement that binds  
802 such future owner or assignee to the terms of Section 6.2 and 6.4 with respect to the assigned  
803 patent.

### 804 **6.2.3. Working Group License.**

805 For each Working Group in which one or more Bound Entities participates, each Bound Entity,  
806 on behalf of itself and its successors in interest and assigns, grants to Participants in such  
807 Working Group a no charge, royalty free license to such Bound Entity's Granted Claims, where  
808 such license applies only to those Granted Claims infringed by the implementation of a Working  
809 Draft Specification or Review Draft Specification associated with such Working Group, solely

810 for Participant’s assistance in the development of a) an Implementation Draft Specification or  
811 Proposed Standard Specification associated with such Working Group or b) later  
812 implementations of such Implementation Draft Specification or Proposed Standard  
813 Specification, and subject to the terms and conditions of this Agreement. The license granted  
814 pursuant to this Section 6.2.3 shall not include the right to import, sell or offer for sale any  
815 implementation of a Specification.

### 816 **6.3. No Other Rights.**

817 Except as specifically set forth in this Agreement, no other express or implied patent, trademark,  
818 copyright, or other property rights are granted under this Agreement, including by implication,  
819 waiver, or estoppel.

### 820 **6.4. Non-Circumvention.**

821 Each Bound Entity agrees that such Bound Entity will not intentionally take or willfully assist  
822 any third party to take any action for the purpose of circumventing such Bound Entity’s promises  
823 and obligations under this Agreement.

### 824 **6.5. Representations, Warranties and Disclaimers.**

825 Each Bound Entity represents and warrants that such Bound Entity is legally entitled to grant the  
826 rights and promises set forth in this Agreement. Signatory represents and warrants that it has the  
827 authority to bind its Related Entities to this Agreement. ANY SPECIFICATION IS PROVIDED  
828 “AS IS.” Except as stated herein, each Bound Entity expressly disclaim any warranties (express,  
829 implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness  
830 for a particular purpose, or title, related to a Specification. The entire risk as to implementing or  
831 otherwise using a Specification is assumed by the implementer and user. IN NO EVENT WILL  
832 ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM  
833 OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY  
834 CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO  
835 THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT  
836 (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER  
837 PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Nothing in this  
838 Agreement requires any Bound Entity to undertake a patent search or enforce any Granted  
839 Claims, in whole or in part.

### 840 **6.6 Withdrawal of Granted Claims**

#### 841 **6.6.1 Granted Claims Disclosure Notice**

842 The distribution by the Secretary of a specific Review Draft Specification for review by all  
843 Members shall commence an “IPR Review Period” which shall last for 45 days. During the IPR  
844 Review Period, a Member may withdraw Granted Claims from the non-assert in Section 6.2.1  
845 according to the following procedures, and with the following effects.

- 846 a. A Member withdrawing one or more Granted Claims from the non-assert in 6.2.1  
847 shall notify the Board in writing (“Granted Claims Withdrawal Disclosure Notice” or  
848 “GCWDN”) setting forth separately for each Granted Claim the Member is withdrawing:

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- 849 i. that it (or its Related Entity) claims to be the sole owner of certain  
850 Granted Claims pertaining to such specific Review Draft Specification and that  
851 the notifying Member elects to withdraw such Granted Claims from the non-  
852 assert in Section 6.2.1;
- 853 and
- 854 ii. For each Granted Claim identified in the Granted Claims Withdrawal  
855 Disclosure Notice pertaining to such specific Review Draft Specification, the  
856 following information shall be provided:
- 857 (A) the title of the patent(s) or patent application(s);
- 858 (B) the countries in which the patent(s) or application(s) in which they  
859 are contained was issued or is pending;
- 860 (C) for each country identified in (B), the patent number for such patent  
861 (or serial number of such patent application, including an abstract of the  
862 patent application as filed if the patent application has not yet been  
863 published, where such serial number and patent application may be  
864 declared as Confidential Information of the withdrawing Member as  
865 described in Section 5 of this Agreement); and
- 866 (D) the relevant portion of such specific Review Draft Specification  
867 where the withdrawing Member believes an infringement would arise.
- 868 b. The Granted Claims Withdrawal Disclosure Notice shall be effective on the date  
869 it is received by the Board, provided that it contains the information required by this  
870 Agreement. If the Board does not receive a Granted Claims Withdrawal Disclosure  
871 Notice from a Member that contains all the information required by this Agreement prior  
872 to the expiration of the IPR Review Period, such Member's Granted Claims will not be  
873 withdrawn from the non-assert set forth in Section 6.2.1.1.
- 874 c. The Board shall promptly evaluate any Granted Claims Withdrawal Disclosure  
875 Notice received hereunder. This evaluation may include soliciting advice from the  
876 relevant Working Group, legal counsel and/or other expert advisors. Based on such  
877 evaluation, the Board shall then give guidance to the Working Group in question as to  
878 how it should proceed, including whether it should modify the Review Draft as to which  
879 a Granted Claim was withdrawn.
- 880 d. If a Review Draft Specification is modified in response to a Granted Claims  
881 Withdrawal Disclosure Notice, then the Board will distribute the modified Review Draft  
882 Specification to all Members for another IP Review Period in accordance with this  
883 Section 6.6.1.
- 884 e. Except as provided in this Agreement, a Member cannot withdraw from the non-  
885 assert in Section 6.2.1 any of its Granted Claims that were relevant to a previously



886 circulated Review Draft Specification and that were not identified in a Granted Claims  
887 Withdrawal Disclosure Notice during the applicable IPR Review Period for such Review  
888 Draft Specification.

## 889 **7 Withdrawal from Agreement**

### 890 **7.1 Voluntary Withdrawal**

891 Any Member shall be permitted to withdraw from this Agreement at any time by giving written  
892 notice to the Board of its intent to terminate its participation. If, after the Date, a Related Entity  
893 of the Signatory ceases to be Controlled by or under common Control with the Signatory, such  
894 Related Entity shall be permitted to withdraw from this Agreement at any time after the date on  
895 which such Related Entity ceases to be Controlled by or under common Control with the  
896 Signatory by giving written notice to the Board of its intent to terminate its participation. Such  
897 voluntary withdrawal shall be effective upon receipt of the notice by the Board.

### 898 **7.2 Termination**

899 By a Full Supermajority Vote, the Board may terminate the Membership of any Member for its  
900 material breach of its obligations hereunder where such breach is not cured within 30 days  
901 following the Member's receipt of notice of the breach. If the Board elects to dissolve the FIDO  
902 Alliance in accordance with Section 3.1, this Agreement shall be terminated immediately.  
903 Membership of a Member terminates upon a failure to initiate or renew membership by paying  
904 dues on or before their due date, such termination to be effective thirty (30) days after a written  
905 notification of delinquency is given personally, electronically mailed, or mailed to such Member  
906 by the Secretary of the FIDO Alliance. A Member may avoid such termination by paying the  
907 amount of delinquent dues within a thirty (30) day period following the Member's receipt of the  
908 written notification of delinquency. Further, the Board may toll this thirty (30) day period.

### 909 **7.3 Effect of Termination**

910 Upon any termination of this Agreement, Sections 5 and 6 will survive such termination and the  
911 Signatory's and its Related Entities' promise under Section 6.2.1.1 shall only apply to those  
912 Specifications that were approved as an Implementation Draft (or later) on or before the effective  
913 date of such termination. Upon any withdrawal from this Agreement by a Related Entity of the  
914 Signatory in accordance with Section 7.1, such Related Entity's obligations under Sections 5 and  
915 6 will survive such withdrawal, provided that the Related Entity's promise under Section 6.2.1.1  
916 shall only apply to those Specifications that were accepted as an Implementation Draft (or later)  
917 on or before the effective date of such withdrawal. Notwithstanding the foregoing, if the Board  
918 dissolves the FIDO Alliance pursuant to Section 3.1, the Signatory's and its Related Entities'  
919 promise under Section 6.2.1.1 shall only apply to those Specifications that were accepted as a  
920 Proposed Standard Specification on or before the effective date of such dissolution.

**921 8 Export Compliance**

922 The Signatory represents and warrants that its Contributions to the Specification were developed  
923 in a compliance with all applicable export control regulations. The Signatory agrees that none of  
924 the Specifications, Requirements documents, or Other Publications, nor any direct product  
925 therefrom, is being or will be acquired for, shipped, transferred, or re-exported, directly or  
926 indirectly, to proscribed or embargoed countries or their nationals, as applicable to the Signatory,  
927 unless authorized by the appropriate authority. The Signatory agrees to comply strictly with all  
928 applicable export laws and assumes sole responsibility for obtaining licenses to export or re-  
929 export as may be required.

**930 9 Membership Provisions****931 9.1 Determination, Rights and Obligations of Members**

932 The FIDO Alliance shall have such classes of membership as set forth by Section 11. No  
933 Member shall hold more than one (1) membership in the FIDO Alliance. A Member and any of  
934 its Related Entities that are Members shall be deemed one (1) Member.

935 Among the benefits generally to be afforded to the Members are the right to attend meetings of  
936 the Members of the FIDO Alliance, access to Contributions; Deliverables, in draft or final form;  
937 and other documents as may be approved by the Board, and access to the general Member  
938 portions of the FIDO Alliance's web site.

939 All Members must abide by the Bylaws of the FIDO Alliance, the Membership Agreement, and  
940 any policies, guidelines or procedures adopted by the Board.

941

**942 9.2 Qualifications for Membership**

943 The qualifications for membership in this FIDO Alliance are as follows:

944 Any organization supportive of the FIDO Alliance's purposes and not otherwise prohibited by  
945 treaty, law or regulation from abiding by the terms of this Membership Agreement and who meets  
946 the membership criteria and pays the annual dues as set forth in the Schedule of Fees and Dues  
947 applicable to its membership classification, subject to provided payment terms.

**948 9.3 Admission to Membership**

949 Applicants qualified under Section 9.2, above, shall be admitted to membership upon affirmation  
950 of the Bylaws, the execution of a Membership Agreement and any relevant Attachments,  
951 payment of the applicable annual dues as set forth in the Schedule of Fees and Dues, and approval  
952 of the Board.

**953 9.4 Fees and Dues**

954 The annual dues payable to the FIDO Alliance by each class of Members shall be established and  
955 may be changed from time to time by resolution of the Board. Initial dues shall be due and  
956 payable upon the Member's execution of the Membership Agreement and approval by the Board.  
957 Thereafter, yearly dues shall be due and payable as specified in the Schedule of Fees and Dues. If  
958 any Member is ninety (90) days delinquent in the payment of dues, such Member's rights shall be  
959 deemed suspended upon written notice from the FIDO Alliance until all delinquent dues are paid.

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960 **9.5 Number of Members**

961 There is no limit on the number of Members the FIDO Alliance may admit. The Board may,  
962 however, in its sole discretion limit the number of Board Members and Sponsor Members so long  
963 as such limitations are not imposed for the purpose of excluding otherwise qualified applicants  
964 for such membership classification.

965 **9.6 Membership Roll**

966 The FIDO Alliance shall keep a membership roll containing the name and address, including  
967 electronic mail addresses, of each Member, the date upon which the applicant became a Member,  
968 and the name of one (1) individual from each Member FIDO Alliance who shall serve as a  
969 primary contact for the FIDO Alliance, receive all correspondence and information, and vote on  
970 all issues submitted to a vote of the Members. Termination of the membership of any Member  
971 shall be recorded in the roll, together with the date of termination of such membership.

972 **9.7 Nontransferability of Memberships**

973 A Member may not transfer, assign or sublicense any of its rights or obligations under the Bylaws  
974 or this Membership Agreement without the prior written approval of the Board, unless otherwise  
975 permitted in the Membership Agreement. A third party further may not assume any of a  
976 Member's rights or obligations under the Bylaws or this Membership Agreement incident to a  
977 change of Control of Member, without the written consent of the Board. Any attempted transfer  
978 by a Member in violation of this Section shall be null and void.

979 **10 Meetings of Members**

980 **10.1 All Member Meeting(s)**

981 There shall be at least one meeting of the Members per calendar year All Board and Sponsor  
982 Members shall be invited to attend every All Member Meeting. Associate Members may attend  
983 any one All Member Meeting of their choosing. All Members who attend an All Member  
984 Meeting may be full participants in any plenary sessions of that meeting, but shall only be  
985 permitted observer attendance rights in any Working Group sessions of that meeting wherein they  
986 are not Participants.

987 **10.2 Place of Meetings**

988 Meetings of Members shall be designated from time to time by resolution of the Board, which  
989 resolution shall specify the meeting place and time. At the discretion of the Board, meetings may  
990 be held in person or by any combination of audio, teleconferencing, or videoconferencing  
991 techniques.

992 **10.3 Notice Of Meetings**

993 Unless otherwise provided by the Bylaws, this Membership Agreement or provisions of law,  
994 notice stating the place, day and hour of the Members' meeting shall be provided not less than  
995 thirty (30) days in advance thereof.

996 The primary means for the provision of notice shall be via electronic mail to the Member at the  
997 electronic mail address as it appears on the records of the FIDO Alliance.

998 Whenever any notice of a meeting is required to be given to any Member of this FIDO Alliance  
999 under the Bylaws or this Membership Agreement, a waiver of notice in writing signed by the

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1000 Member, whether before or after the time of the meeting, shall be equivalent to the giving of such  
1001 notice.

#### 1002 **10.4 Member Action**

1003 All Member actions and decisions shall be advisory in nature only and shall not be binding upon  
1004 the Board. Each Member shall have one (1) vote on each matter submitted to a vote by the  
1005 Members.

#### 1006 **10.5 Member Action at Meetings**

1007 Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by  
1008 audio, videoconferencing or teleconferencing techniques, unless otherwise required. Written  
1009 confirmation of any and all ballot results shall be maintained with the FIDO Alliance's minutes.

#### 1010 **10.6 Action by Written Ballot**

1011 Except as otherwise provided under the Bylaws, Membership Agreement or provisions of law,  
1012 any action which may be taken at any meeting of Members may be taken without a meeting or in  
1013 conjunction with a meeting if the FIDO Alliance distributes a written ballot to each Member  
1014 entitled to a vote. Ballots shall be mailed or delivered in the same manner required for giving  
1015 notice of membership meetings as specified in the Bylaws or this Membership Agreement.

#### 1016 **10.7 Conduct of Meetings**

1017 Meetings of Members shall be presided over by the Executive Director of the FIDO Alliance or,  
1018 in his or her absence by a Board Member designated by the Board. The Secretary of the FIDO  
1019 Alliance shall act as Secretary of all meetings of Members. In the absence of the Secretary, the  
1020 presiding officer shall appoint another person to act as Secretary for that meeting.

1021 Meetings shall be governed by such procedures as may be approved from time to time by the  
1022 Board, insofar as such rules are not inconsistent with the Bylaws, this Membership Agreement or  
1023 with provisions of law.

### 1024 **11 Membership Classifications**

#### 1025 **11.1 Board Member**

1026 The FIDO Alliance shall have Board Members. A Board Member must be a corporation,  
1027 partnership, joint venture, trust, limited liability company, business association, governmental  
1028 entity or other entity. All Board Members must execute a Membership Agreement and any  
1029 relevant Attachments thereto and pay the fees called for in the Schedule of Fees and Dues. Once  
1030 approved by the Board, all Board Members shall be entitled to all rights and bound to the  
1031 obligations generally afforded and imposed upon all Members. In addition, Board Members shall  
1032 be granted the specific additional rights stated in this Section 11.1 and shall be subject to the  
1033 obligations stated in the Membership Agreement and any relevant Attachments thereto.

1034 Among other benefits specifically afforded to Board Members who remain in Good Standing are:

- 1035 (1) to be a member qualified to designate persons as Delegates;
- 1036 (2) to be listed (with a hyperlink to the Board Member's web site) as a Board Member on the  
1037 FIDO Alliance's web site;
- 1038 (3) to access any and all portions of the FIDO Alliance's web site and any electronic  
1039 transmissions therefrom via mailing list. This right includes access to any "Board Members  
1040 only", "Sponsors only" and "Members only" discussion groups and the FIDO Alliance's mailing

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1041 lists (subject to any privacy policy that the FIDO Alliance may adopt);  
 1042 (4) to access “Members only” information, including but not limited to all Contributions; all  
 1043 Specifications, Requirements and Other Publications, in draft or final form; and internal working  
 1044 documents of Working Groups on which the Board Member serves;  
 1045 (5) to serve as chair of any Working Group subject to any procedures for that Working Group;  
 1046 (6) to participate in the activities of any Working Group subject to any procedures for that  
 1047 Working Group;  
 1048 (8) to obtain technical support if such technical support is provided by the FIDO Alliance;  
 1049 (9) subject to procedures of the Board, to review and comment on Deliverables of the FIDO  
 1050 Alliance prior to their adoption by the FIDO Alliance;  
 1051 (10) to have the preferential right of first refusal (prior to Sponsors and Associates) to actively  
 1052 participate in the FIDO Alliance’s marketing and promotional activities at trade shows and other  
 1053 industry events;  
 1054 In addition to the foregoing, the Board may from time to time approve other benefits to which all  
 1055 Board Members may be entitled.

## 1056 **11.2 Sponsor Member**

1057 The FIDO Alliance shall have Sponsor Members. Admission as a Sponsor Member shall be open  
 1058 to any corporation, partnership, joint venture, trust, limited liability company, business  
 1059 association, governmental entity or other entity. All Sponsor Members must execute a  
 1060 Membership Agreement and any relevant Attachments and pay the fees called for in the Schedule  
 1061 of Fees and Dues for Sponsor Members. Once approved by the Board, all Sponsor Members  
 1062 shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all  
 1063 Members. In addition, Sponsor Members shall be subject to the obligations stated in the  
 1064 Membership Agreement and any relevant Attachments thereto.

1065 Among other benefits specifically afforded to Sponsor Members who remain in Good Standing  
 1066 are:

1067 (1) to be listed as a Sponsor Member on the FIDO Alliance’s web site;  
 1068 (2) to access the FIDO Alliance’s web site and any electronic transmissions therefrom via mailing  
 1069 list. This right includes access to any “Sponsor only” and “Members only” discussion groups and  
 1070 the FIDO Alliance’s mailing lists (subject to any privacy policy that the FIDO Alliance may  
 1071 adopt);  
 1072 (3) to access “Members only” information, including all Specifications, in Review Draft and  
 1073 above form; Requirements in Review Draft form; Other Publications in draft or final form; and  
 1074 internal working documents of the Working Groups on which the Sponsor serves;  
 1075 (4) to participate in the activities any Working Groups subject to procedures for that Working  
 1076 Group;  
 1077 (6) to receive technical support when such services are provided by the FIDO Alliance; and  
 1078 (7) subject to procedures of the Board, to review and comment on Deliverables of the FIDO  
 1079 Alliance prior to their adoption by the FIDO Alliance.

1080  
 1081 In addition to the foregoing, the Board may from time to time approve other benefits to which all  
 1082 Sponsor Members may be entitled.

## 1083 **11.3 Associate Member**

1084 The FIDO Alliance shall have Associates. Admission as an Associate shall be open to any  
 1085 corporation, partnership, joint venture, trust, limited liability company, business association,  
 1086 governmental entity or other entity. All Associates must execute a Membership Agreement and  
 1087 any relevant Attachments thereto and pay the fees called for in the Schedule of Fees and Dues for

1088 Associates. Once approved by the Board, all Associates shall be entitled to all rights and bound  
1089 to the obligations generally afforded and imposed upon all Members. In addition, Associates  
1090 shall be subject to the obligations stated in the Membership Agreement and any relevant  
1091 Attachments thereto.

1092 Among other benefits specifically afforded to Associates who remain in Good Standing are:

- 1093 (1) to be listed as a Member on the FIDO Alliance's web site;
- 1094 (2) to access the FIDO Alliance's web site and any electronic transmissions therefrom via mailing  
1095 list. This right includes access to the "Members only" discussion groups and the FIDO Alliance's  
1096 mailing lists (subject to any privacy policy that the FIDO Alliance may adopt);
- 1097 (3) to access "Members only" information, including all Specifications in Review Draft or above  
1098 form;
- 1099 (4) upon invitation from a Working Group Chair, to participate in the activities any Working  
1100 Groups subject to procedures for that Working Group and without the right to vote on any  
1101 Working Group matters;
- 1102 and
- 1103 (5) attend any one All Member Meeting per calendar year, of their choosing, subject to  
1104 registration fees.

1105  
1106 In addition to the foregoing, the Board may from time to time approve other benefits to which all  
1107 Associates may be entitled.

## 1108 **11.4 Government Member**

### 1109 **11.4.1 Rights and Benefits**

1110 The FIDO Alliance shall have Government Members. Admission as a Government Member shall  
1111 be open to only agencies, instrumentalities or departments of the federal or national government  
1112 of the country of the agency, instrumentality or department. All Government Members must  
1113 execute a Membership Agreement and any relevant Attachments and pay the fees called for in the  
1114 Schedule of Fees and Dues for Government Members. Once approved by the Board, all  
1115 Government Members shall be entitled to all rights and bound to the obligations generally  
1116 afforded and imposed upon all Members. In addition, Government Members shall be subject to  
1117 the obligations stated in the Membership Agreement and any relevant Attachments thereto.

1118 Among other benefits specifically afforded to Government Members who remain in Good  
1119 Standing are:

- 1120 (1) to be listed as a Government Member on the FIDO Alliance's web site;
- 1121 (2) to access the FIDO Alliance's web site and any electronic transmissions therefrom via mailing  
1122 list. This right includes access to any "Sponsor Only," "Government only" and "Members only"  
1123 discussion groups and the FIDO Alliance's mailing lists (subject to any privacy policy that the  
1124 FIDO Alliance may adopt);
- 1125 (3) to access "Members only" information, including all Specifications, in Review Draft and  
1126 above form; Requirements in Review Draft form; Other Publications in draft or final form; and  
1127 internal working documents of the Working Groups on which the Government Member serves;
- 1128 (4) to participate in the activities any Working Groups subject to procedures for that Working  
1129 Group but without the right to vote on any Working Group matters;
- 1130 (5) to attend and participate in certification testing conducted by the FIDO Alliance;
- 1131 (6) to receive technical support when such services are provided by the FIDO Alliance; and
- 1132 (7) subject to procedures of the Board, to review and comment on Deliverables of the FIDO  
1133 Alliance prior to their adoption by the FIDO Alliance.

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1134

1135 In addition to the foregoing, the Board may from time to time approve other benefits to which all  
1136 Government Members may be entitled.

#### 1137 **11.4.2 Changed Agreement Terms**

1138 For Government Members the following terms apply, notwithstanding any conflicting term in this  
1139 Membership Agreement. Section 3.4 is overridden so that the federal or national laws of the  
1140 Government Member's country shall govern and be used to interpret this Membership Agreement  
1141 and any provisions of the Agreement that are inconsistent with the federal or national laws of the  
1142 Government Member's country shall not apply. Section 3.5 is overridden so that mediation may  
1143 not be demanded and that any dispute, including judicial proceedings, will be resolved at a  
1144 mutually agreeable venue. With regard to Section 3.7, any use of the Government Member's  
1145 name shall not appear to be an endorsement of any product or service and any use of the  
1146 Government Member's logo shall only be done according to a separate written agreement  
1147 between the Government Member and FIDO. With regard to Section 6.1, it is understood that  
1148 works of the Government Member may be subject to relevant federal or national law so that the  
1149 works may not be subject to copyright protection and therefore there is nothing to grant under  
1150 Section 6.1. Equally, if the federal or national laws of the Government Member's country make  
1151 provision for copyright protection for government-originated material, the licensing arrangements  
1152 pertaining in that country for such material shall apply. With regard to Sections 6.5 and 8, the  
1153 representations made therein are good faith representations and the warranties made therein are  
1154 changed to good faith representations.

1155

1156 **12 Membership Information, Signature & Pre-Requisites**

1157 **12.1 Membership Contact Information & Representation**

1158

1159

1160 \_\_\_\_\_  
(MEMBER Name)

1161

1162 \_\_\_\_\_  
(Primary Representative Name and email address)

1163

1164

1165 \_\_\_\_\_  
(Patent legal counsel for Member and postal address)

1166 Desired Membership Level:

1167  Associate (fewer than 100 employees)

1168  Associate (greater than 100 employees)

1169  Sponsor

1170  Government

1171

1172 \_\_\_\_\_  
(Mailing Address)

1173

1174 \_\_\_\_\_  
(Billing Contact name and email address )

1175

1176



1177 **12.2 Signing Instructions.**

1178

1179 **On Behalf of Signatory applying for Membership:**

1180 Corporate/Entity. If you are signing this Agreement on behalf of a corporation, employer,  
1181 partnership, or similar legal entity, ensure that an authorized individual signs this Agreement and  
1182 identifies the entity that will be granting rights under this Agreement as the Signatory.

1183

1184

1185 \_\_\_\_\_  
(Signatory Name Typed or Printed)

1186

1187

By: \_\_\_\_\_

1188

(Authorized Signature)

1189

1190

\_\_\_\_\_  
(Print Name of person signing above)

1191

1192

1193

**Date signed:** \_\_\_\_\_

1194

**On Behalf of FIDO Alliance**

1195

**By:** \_\_\_\_\_

1196

(Authorized Signature)

1197

1198

\_\_\_\_\_  
(Print Name of person signing above)

1199

1200

1201

**Date signed:** \_\_\_\_\_

1202

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