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FIDO Alliance

Membership Agreement

A Membership organization formed by and among the parties who enter into this agreement.

14 **FIDO Alliance Membership Agreement**

15 **1 Mission Statement and Preamble**

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

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

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

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

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

40 **2 Definitions**

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

42 **“Alternate Director”** shall mean an employee, officer, director or duly authorized representative
43 designated by a Member who has joined the FIDO Alliance at the Board Member class of
44 membership and is otherwise qualified to designate such Alternate Director. The Member that
45 designated an Alternate Director may replace such Alternate Director at any time.

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

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

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

53 **“Board of Directors”** or **“Board”** shall refer to the Board of Directors of the FIDO Alliance and
54 shall have the rights and obligations set out in Section 4 of this Agreement.

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

57 **“Director”** shall mean an employee, officer, director or duly authorized representative designated
58 by a Member who has joined the FIDO Alliance at the Board Member class of membership and is
59 otherwise qualified to designate such Director. The Member that designated a Director may
60 replace such Director at any time.

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

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

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

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

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

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

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

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

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

93 “**Full Majority Vote**” shall mean 50% or more of the then current Members of the applicable
94 group (e.g., the Board or a Working Group).

95 “**Full Supermajority Vote**” shall mean 66% or more of the then current Members of the
96 applicable group (e.g., the Board or a Working Group).

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

100 “**Granted Claims**” means, with respect to a Member and its Related Entities, those patent
101 claims (a) that such Member and its Related Entities own or control, including (i) those patent
102 claims the Member or its Related Entities acquire or control after the Date but on or before the
103 termination of this Agreement or (ii) the applications whose priority dates are on or before two
104 (2) months after the termination of this Agreement, (b) that are necessarily infringed by a
105 compliant implementation of the Normative Requirements of a version of an Implementation
106 Draft Specification or Proposed Standard to the extent it is within the relevant scope of work
107 established for its development by the relevant Working Group, where such infringement could
108 not have been avoided by another commercially reasonable non-infringing alternative
109 compliant implementation of such Implementation Draft Specification or Proposed Standard
110 Specification, and (c) the primary purpose of the relevant portion of the implementation is to
111 enable authentication security in a manner consistent with the Mission. The Member and its
112 Related Entities’ Granted Claims include only those patent claims that are infringed by the
113 compliant implementation of the Normative Requirements of the Implementation Draft
114 Specification or Proposed Standard Specification, as applicable, where such Implementation
115 Draft Specification or Proposed Standard Specification is approved as an Implementation Draft
116 Specification or Proposed Standard Specification, as applicable, while one or more of the
117 Member and its Related Entities is participating in the Working Group associated with such
118 Implementation Draft Specification or Proposed Standard Specification. Notwithstanding
119 anything else in this Agreement, “Granted Claims” shall not include: (1) claims on enabling
120 technologies or algorithms that may be necessary to make or use any product or portion thereof
121 that complies with the Implementation Draft Specification or Proposed Standard Specification
122 and are not themselves expressly set forth in such Implementation Draft Specification or
123 Proposed Standard Specification (for example and without limitation, semiconductor
124 manufacturing technology, compiler technology, object-oriented technology, basic operating
125 system technology, programming instructions, compression formats, encryption formats and
126 data processing); (2) claims on published standards developed elsewhere and merely referred to
127 in the body of the Implementation Draft Specification or Proposed Standard Specification, (3)

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128 claims on any portion of any product and any combinations thereof the purpose or function of
129 which is not required for compliance with required portions of the Implementation Draft
130 Specification or Proposed Standard Specification, (4) claims which, if licensed, would require a
131 payment of royalties by the licensor to unaffiliated third parties; and (5) claims on design
132 patents and design registrations. Granted Claims do not include any claims other than those set
133 forth above even if contained in the same patent as Granted Claims. For purposes of this
134 definition, an Implementation Draft Specification or Proposed Standard Specification shall be
135 deemed to include only architectural and interconnection requirements essential for
136 interoperability and shall not include any implementation examples unless such implementation
137 examples are expressly identified as being Normative Requirements of the Implementation
138 Draft Specification or Proposed Standard Specification.

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

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

142 “**Member**” shall mean an entity that has completed the application forms and has executed a copy
143 of this Agreement or a prior Membership Agreement subject to the Agreement amendment
144 process defined in Section 3.6 of this Agreement, and whose Agreement has been counter-signed
145 by the Secretary, indicating acceptance by the Board.

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

148 “**Normative Requirements**” means those portions of the Implementation Draft Specification or
149 Proposed Standard Specification that are expressly identified as required for compliance with the
150 Implementation Draft Specification or Proposed Standard Specification including those portions
151 of an optional or alternative portion of the Implementation Draft Specification or Proposed
152 Standard Specification that are identified as required for compliance with such optional or
153 alternative portion. For clarity, those portions of the Implementation Draft Specification or
154 Proposed Standard Specification, including any portions of an optional or alternative portion
155 thereof, which are designated by the terms “must”, “shall”, “mandatory”, “normative” or
156 “required” are expressly identified as being required for compliance under this definition.

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

160 “**Participant**” means, with respect to a particular Working Group, any Member who participates
161 in such Working Group and its Related Entities.

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

164 “**Public Permitted Uses**” means making, using, selling, offering for sale, importing or distributing
165 any compliant implementation of a Proposed Standard Specification, 1) only to the extent it

166 implements the Normative Requirements of the Proposed Standard Specification and 2) so long
167 as all required portions of the Proposed Standard Specification are implemented. Public Permitted
168 Uses do not extend to any portion of an implementation that is not included in the Normative
169 Requirements of a Proposed Standard Specification.

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

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

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

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

188 “**Simple Majority Vote**” shall mean greater than 50% of those voting when a Quorum is present.

189 “**Signatory**” means the entity listed as Signatory in the signature block to this Agreement.

190 “**Specification**” shall mean a document that contains technical criteria (including reference to
191 existing specifications and protocols) in any state of progress within a FIDO Alliance Working
192 Group.

193 “**Sponsor Member**” shall mean any Member who has joined the FIDO Alliance at the Sponsor
194 Member class of membership as defined in Section 11.

195 “**Standards Developing Organization**” shall mean an organization whose primary activities are
196 developing, coordinating, promulgating, revising, amending, reissuing, interpreting, or otherwise
197 producing technical standards that are intended to address the needs of a specific base of adopters.

198 “**Supermajority Vote**” shall mean 75% or more of those voting when a Quorum is present.

199 “**Voting Member**” shall mean Board Member or Sponsor Member.

200 “**Working Group**” shall have the meaning set forth in Section 4 of this Agreement.

201 “*Working Group Permitted Uses*” means making, using, selling, offering for sale, importing or
202 distributing any compliant implementation of an Implementation Draft Specification, 1) only to
203 the extent it implements the Normative Requirements of the Implementation Draft Specification
204 and 2) so long as all required portions of the Implementation Draft Specification are
205 implemented. Working Group Permitted Uses do not extend to any portion of an implementation
206 that is not included in the Normative Requirements of the Implementation Draft Specification.

207 **3 General**

208 **3.1 Duration and Dissolution**

209 The FIDO Alliance shall exist until such time as it is dissolved only by a Full Supermajority Vote
210 of the Board.

211 **3.2 Members’ Freedom of Action and Right to Compete**

212 Neither participation in the FIDO Alliance nor the FIDO Alliance’s approval or release of a
213 Specification shall require any Member to use or implement the Specification, or preclude any
214 Member from developing or employing additional, competing or alternative products,
215 specifications or implementations, or foreclose any Member from taking a different course of
216 action should any Member so desire.

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

231 **3.3 Principal Office**

232 A principal office of the FIDO Alliance will be created to perform administrative and operational
233 functions for the FIDO Alliance. The location of the FIDO Alliance principal office may be
234 changed from time to time by the Board, and such change of address shall be effective upon

235 written notice to all Members. The FIDO Alliance may also have offices at such other places as
236 its business and activities may require, and as the Board may, from time to time, designate.

237 **3.4 Governing Law**

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

240 **3.5 Dispute Resolution**

241 The parties agree to attempt to settle any claim or controversy arising out of this Agreement
242 through consultation and negotiation in the spirit of mutual cooperation. Upon the earlier of the
243 date on which those attempts (including escalation to the Board) fail, or thirty (30) days after the
244 parties to the dispute first communicate with each other in an effort to resolve the dispute, then
245 either party may demand mediation by submitting the dispute for non-binding mediation
246 conducted by a mediator selected by the Board within twenty-one (21) days after written notice.
247 Any dispute that cannot be resolved between the disputing parties through negotiation or
248 mediation within forty-five (45) days of the date of the selection of a mediator may then be
249 submitted to the courts within Santa Clara County, California, or any other venue in which the
250 court has personal jurisdiction over the parties in dispute, for resolution. The use of any
251 mediation procedures will not be construed under the doctrines of laches, waiver or estoppel to
252 adversely affect the rights of either party. Nothing in this Section 3.5 will prevent either party
253 from resorting to judicial proceedings, if (i) good faith efforts to resolve the dispute have been
254 unsuccessful, (ii) the claim or suit involves intellectual property rights, or (iii) interim relief from
255 a court is necessary to prevent serious and irreparable injury to that party or to others.

256 **3.6 Amendments to this Agreement**

257 This Agreement constitutes the entire agreement among the Bound Entities and the Members,
258 concerning its subject matter and supersedes any prior or contemporaneous agreement or
259 understanding, whether written or oral, if any, among the parties with respect to such subject
260 matter. Any modification or amendment of this Agreement shall only be binding upon the
261 Members if set forth in writing and approved by a Full Supermajority Vote of the Board,
262 provided, however, that such modification or amendment shall not be binding on any Member
263 who terminates this Agreement with respect to such Member and withdraws as a Member of the
264 FIDO Alliance within thirty (30) days of receipt of written notice of adoption of such
265 modification or amendment.

266 **3.7 Publicity**

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

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

275 **3.8 Headings**

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

278 **4 Governance**

279 **4.1 Decision Making**

280 Except in those cases where a vote is specifically required by this Agreement or other Controlling
281 Documents, FIDO Alliance shall seek to reach its decisions by consensus. When no consensus
282 can be reached in a timely manner, the decision shall be reached by voting as defined in this
283 Agreement and other Controlling Documents. Except when otherwise specified in this
284 Agreement and other Controlling Documents, approval by vote requires a Simple Majority Vote.
285 Except as expressly set forth herein, voting percentages required are to be calculated in terms of
286 the number of “Yes” and “No” votes cast by those voting Members present when a Quorum
287 exists. Only “Yes” and “No” votes shall be counted, and abstentions or non-votes shall not be
288 counted, but also shall not affect the determination as to whether a Quorum exists.

289 **4.2 Board of Directors**

290 Only Directors have voting rights on the Board. The Board shall have fiduciary and
291 administrative oversight of the FIDO Alliance. The Board shall also have the sole authority to
292 approve Specifications, Requirements, or Other Publications either directly or after Working
293 Group approval of same (as specified in Section 4 of this Agreement). The number of seats on
294 the Board shall always be equal to the number of current Board Members in good standing,
295 provided that the number of Board seats shall be not less than a minimum of three (3) nor more
296 than a maximum of thirty-one (31). For purposes of this paragraph, a Board Member shall be
297 deemed in good standing unless such Board Member has failed to pay any fees associated with
298 the Board Member class of membership when due. If the number of Board Members in good
299 standing is less than the minimum number of Board seats, the Board may fill such Board seats, by
300 a Simple Majority Vote of the Directors then in good standing. Each Board Member in good
301 standing shall designate one (1) Director and one (1) Alternate Director to serve on the Board of
302 Directors. Such designations shall be made by written notice provided from the Member’s
303 primary representative. If the number of Board Members exceeds thirty-one (31), all Board seats
304 will be available for election. The Board seat term is two (2) years, except for an initial year
305 when the number of Board Members exceeds thirty-one (31), when the Board will determine
306 which Board Members will be designated as having one (1) or two (2) year terms to provide for
307 election of fifteen (15) Board seats in one year and sixteen (16) Board seats in the other year.
308 There shall be an election of Board Members authorized to fill the expiring Board seats at the
309 next annual Meeting of Members.

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

- 311 • Elect annually a chair (“Chair”) to preside over the Board meetings or to take such action
- 312 as may be agreed upon by the Board;
- 313 • Approving Publications prior to making any Publication a publicly available document;
- 314 • Chartering Working Groups;
- 315 • Appointing Chairs to Working Groups;
- 316 • Establish and publish a membership Schedule of Fees and Dues that may be amended
- 317 from time to time by the Board. Such Schedule of Fees and Dues may include a
- 318 scholarship program whereby the Board may waive or reduce fees if certain pre-defined
- 319 objective criteria are satisfied by an applicant;
- 320 • Accept or deny candidate Member Agreement applications (and renewals of same) into
- 321 the FIDO Alliance based on objective criteria adopted by the Board;
- 322 • Approval of any contracts with the FIDO Alliance;
- 323 • Administering the transfer of FIDO Alliance Specifications to IETF or other Standards
- 324 Developing Organization;
- 325 • Determine the timing and logistics for all Members meetings and similar FIDO Alliance
- 326 communications mechanisms;
- 327 • Administering email lists, conference bridges, collaboration tools, etc.;
- 328 • Setting change control and versioning procedures for Specifications through the
- 329 development and approval of Policy Documents;
- 330 • Setting other Policy Documents as may be required from time to time;
- 331 • Dissolve the FIDO Alliance, which requires a Full Supermajority Vote;
- 332 • Terminate Members for cause, as specified in Section 7.2 of this Agreement;
- 333 • Termination of Board Members for cause, by Full Supermajority Vote of the Board;
- 334 • Obtain and renew D&O Liability coverage at levels determined by the Board.

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

343 **4.3 Officers and Working Groups**

344 **4.3.1 General Provisions**

345 The Board of Directors shall elect the following officers from among the Directors by Simple
346 Majority Vote: President, Vice President, Treasurer and Secretary. The FIDO Alliance may also
347 have such other officers with such titles and duties as the Board may determine from time to time.
348 An elected officer must be an employee of a Board Member of the FIDO Alliance. All officers
349 shall be elected for an annual term ending on December 31st of the current year. The officers may

350 serve multiple terms and/or successive terms if duly elected. The elected officers shall serve
351 without compensation from the FIDO Alliance.

352 **4.3.2 Duties of the President**

353 The President shall be the chief executive officer of the FIDO Alliance, shall serve as the
354 chairman at all meetings of the Board, and shall act as the chief administrator of the organization.
355 The President may hire a compensated Executive Director or equivalent to assist in the
356 administration of the FIDO Alliance, subject to co-approval by the Treasurer. The President shall
357 have such other powers and perform such other duties as may be prescribed by law, by this
358 Agreement, or from time to time by the Board.

359 **4.3.3 Duties of the Vice President**

360 The Vice President is responsible to assist the President and perform the duties of the President in
361 the absence of the President, or in the event of the President's inability or refusal to act. The Vice
362 President shall have other powers and perform such other duties as may be prescribed by law, by
363 this Agreement, or as may be prescribed from time to time by the Board.

364 **4.3.4 Duties of the Treasurer**

365 The Treasurer is responsible for the financial transactions of the FIDO Alliance in accordance
366 with the Board approved Finance Policy. The Treasurer shall exercise oversight of any Financial
367 Services contractor and serve as the chair of the Board Finance Committee. The Treasurer shall
368 prepare and present to the Board (at a minimum) quarterly financial reports on all the FIDO
369 Alliance finances. The Treasurer shall have such other powers and perform such other duties as
370 may be prescribed by law, by this Agreement, or as may be prescribed from time to time by the
371 Board.

372 **4.3.5 Duties of the Secretary**

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

- 378 • Certify and keep at the principal office of the FIDO Alliance the original, or a copy, of
379 this Agreement as amended or otherwise altered to date;
- 380 • Keep at the principal office of the FIDO Alliance or at such other place as the Board may
381 determine, a book of minutes of all meetings of the Board, and, if applicable, meetings of
382 Board committees;
- 383 • Ensure that all notices are duly given in accordance with the provisions of this Agreement
384 or as required by law;
- 385 • Be custodian of the records of the FIDO Alliance;
- 386 • Ensure all Member Agreements accepted by the Board are counter-signed;
- 387 • Maintain a Membership roster containing the name, email address and mailing address of
388 each and any Members; and

- 389 • Ensure all Working Group Scribes are recording meeting minutes in compliance with
390 procedures set forth by the Secretary

391 **4.3.6 Nonliability of Directors, Officers and Members**

392 Directors, Officers and Members with an employee serving as an officer or Director, and the
393 employee serving as an officer or Director, shall not be liable for the debts, liabilities or other
394 obligations of FIDO Alliance.

395 The FIDO Alliance will have and keep current a Directors and Officer’s insurance policy with a
396 minimum coverage level of USD \$2,000,000 (two million).

397 **4.3.7 Removal, Resignation and Vacancies**

398 The Board may remove any officer from his or her elected office, either with or without cause, at
399 any time by a Full Supermajority Vote. Because an elected officer must be an employee of a
400 Board Member of the FIDO Alliance, an elected officer shall automatically be removed if the
401 Board Member terminates its membership in the FIDO Alliance or if the representative serving as
402 an elected officer ceases to be an employee of the Board Member.

403 Any officer may resign at any time by giving written notice to the Board. Any such resignation
404 shall take effect at the date of receipt of such notice or at any later date specified therein, and,
405 unless otherwise specified therein, the acceptance of such resignation shall not be necessary to
406 make it effective.

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

410 **4.4 Working Groups**

411 All deliverables of the FIDO Alliance shall be developed by working groups (each, a “Working
412 Group”). Only Sponsor Member organizations and Board Member organizations may have full
413 participation rights in Working Groups. Associate Member organizations may have all but voting
414 participation rights in Working Groups subject to the process described in Section 6.2.1.1 of this
415 Agreement.

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

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

423 A Working Group Chair may, at his/her discretion, invite any Member to become a Participant in
424 the Working Group. In accordance with Section 6.2.1.1, such invited Participant must first elect
425 to be bound by the promise set forth in Section 6.2.1.1 with respect to such Working Group by

426 providing written notice thereof to the Board. Thereafter such invited Participant shall have all
427 rights and obligations in such Working Group as defined in Section 6.2 of this Agreement.

428 **4.4.1 Chartering a Working Group**

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

- 433 • Working Group Name
- 434 • Proposed Chair, Vice Chair, Scribe, and Editor(s)
- 435 • Scope of work (and why that scope aligns with the Mission)
- 436 • Description of each proposed Deliverable, by type (i.e. Specification, Requirements,
437 and/or Other Publication)
- 438 • Expected timeline for completion of work
- 439 • Any known dependencies on the FIDO Alliance resources and/or external developments

440 **4.4.2 Work Flow and Approval Criteria (by status type)**

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

443 **4.4.2.1 General Flow**

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

447 **4.4.2.2 “Pre-Draft”**

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

452 **4.4.2.3 “Working Draft”**

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

458 **4.4.2.4 “Review Draft”**

459 Once a Working Group determines it has made an appropriate level of progress in achieving the
460 objectives for its deliverable as captured by its charter, and the Working Group wants to share the
461 deliverable with all Members for review, the Working Group shall promote the document from
462 “Working Draft” to “Review Draft” status by a Supermajority Vote. All “Review Draft”
463 Deliverables must be sent to the Secretary by the Working Group Chair within 15 days of the

464 Supermajority vote. Once the Secretary confirms the process was followed correctly, the
465 Secretary shall provide notice to all Members of the document's Review Draft status, which for
466 Specification Deliverables shall trigger an IPR Review Period for such Review Draft
467 Specification.

468 **4.4.2.5 "Implementation Draft Specification"**

469 Implementation Draft status applies only to Specifications. After completion of the IPR Review
470 Period for a Review Draft Specification, the responsible Working Group shall decide whether the
471 deliverable needs further development or is ready to advance to an Implementation Draft. If the
472 Review Draft Specification is deemed a candidate to become an Implementation Draft
473 Specification by the Working Group, the Working Group Chair shall make that recommendation
474 to the Board. The Board shall vote on the Working Group's recommendation within 45 days. A
475 Supermajority Vote of the Board is required to approve a document as an Implementation Draft
476 Specification. Once an Implementation Draft Specification is approved by the Board, the
477 Secretary shall so notify all Members.

478 **4.4.2.6 "Proposed Standard Specification"**

479 Proposed Standard status applies only to Specifications. Some deliverables will be Specifications
480 intended for submission to an external standards development organization such as the IETF,
481 and/or intended for implementation by non-Members. Only Proposed Standard Specifications are
482 candidates for implementation by non-Members or submission to external standards development
483 organizations. Only Implementation Draft Specifications are candidates for Proposed Standard
484 Specification status. If the Board has determined, in cooperation with the Working Group that
485 authored the Implementation Draft Specification, that such document is ready for Proposed
486 Standard Specification status, the Board shall vote on whether to make such candidate a Proposed
487 Standard Specification. Approval by the Board requires a Full Supermajority Vote of the Board.
488 Any Proposed Standard Specification may be submitted to the IETF or other standards
489 development organization, with appropriate IPR grants, by a Full Supermajority Vote of the
490 Board.

491 **4.4.2.7 Publishing FIDO Alliance deliverables**

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

498 **4.4.3 Notifications and Electronic Voting**

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

- 501 • In-person meetings require 30 days notice, unless overridden by the Board.
- 502 • Teleconference meetings require 7 calendar days notice (this only applies to the first
503 meeting of a notification of recurring meetings), unless overridden by the Board.

- 504 • Electronic votes require no advance notice but must include a clear ballot with only “yes”
 505 and “no” options, and must remain open for no less than 7 calendar days. All electronic
 506 votes are considered to have achieved Quorum as long as their ballot is sent to the official
 507 mailing list of the Working Group.
 508 • The Board may override any notification requirement upon unanimous consent of all then
 509 current Directors.

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

- 512 • In-person meetings require 30 days notice, unless overridden by the Board.
 513 • Teleconference meetings require 7 calendar days notice (this only applies to the first
 514 meeting of a notification of recurring meetings), unless overridden by the Board.
 515 • Electronic votes require no advance notice but must include a clear ballot with only “yes”
 516 and “no” options, and must remain open for 7 calendar days. All electronic votes are
 517 considered to have achieved Quorum as long as their ballot is sent to the official mailing
 518 list of the Board.
 519 • The Board may override any notification requirement upon unanimous consent of all then
 520 current Directors.

521 **4.4.4 Liaisons**

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

528 **4.4.5 Chairs, Vice Chairs, Scribes, and Editors**

529 **4.4.5.1 Working Group Chairs**

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

536 **4.4.5.2 Working Group Vice Chairs**

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

539 **4.4.5.3 Working Group Scribes**

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

542 4.4.5.4 Working Group Editors

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

548 4.4.5.5 Removal, Resignation and Vacancies within Working Groups

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

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

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

560 4.4.6 Withdrawal from a Working Group

561 Any Member shall be permitted to withdraw from a particular Working Group at any time by
562 giving written notice of its intent to terminate its participation in such Working Group. Upon
563 any such withdrawal, Sections 5 and 6 will survive such withdrawal with respect to Specifications
564 developed by such Working Group, provided that the Signatory's and its Related Entities'
565 promise under Section 6.2.1.1 shall only apply to those Specifications that were approved by the
566 Board as an Implementation Draft Specification or a Proposed Standard Specification on or
567 before the effective date of such withdrawal. If, after the Date, a Related Entity of the Signatory
568 ceases to be Controlled by or under common Control with the Signatory, such Related Entity
569 shall be permitted to withdraw from a particular Working Group at any time after the date on
570 which such Related Entity ceases to be Controlled by or under common Control with the
571 Signatory by giving written notice of its intent to terminate its participation in such Working
572 Group. Upon any such withdrawal by a Related Entity, such Related Entity's obligations under
573 Sections 5 and 6 will survive such withdrawal with respect to Specifications developed by such
574 Working Group, provided that the Related Entity's promise under Section 6.2.1.1 shall only apply
575 to those Specifications that were accepted by such Working Group as an Implementation Draft
576 (or later) on or before the effective date of such withdrawal.

577 4.5 Controlling Documents

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

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

584 **5 Handling Confidential Information**

585 **5.1 General Principle**

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

590 **5.2 Degree of Care**

591 Unless and until Confidential Information is made available to the public through the processes
592 set forth herein or established by the Board, each Member (except the owner or authorized
593 licensor) shall use the same degree of care and discretion it uses to avoid disclosure of its own
594 confidential information to not disclose such Confidential Information to any entity or person
595 who is not a Member engaged in the activities for which such Confidential Information was
596 provided.

597 **5.3 Term of Obligation**

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

606 **5.4 Not Prohibited Disclosures**

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

613 **5.5 Permitted Use**

614 Each Member shall be free to use any ideas, concepts, know-how and techniques contained in
615 Confidential Information disclosed to it, for any purpose in furtherance of the goals of the FIDO
616 Alliance including, for example and without limitation, the development of commercial products
617 or services intended for use in conjunction with compliant implementations of an Implementation
618 Draft Specification or a Proposed Standard Specification in its entirety. It is understood that

619 receipt of Confidential Information under this Agreement will not create any obligation in any
620 way limiting or restricting the assignment and/or reassignment of any Member employees.

621 **5.6 Residuals**

622 Notwithstanding anything to the contrary herein, any Member shall be free to use the residuals of
623 Confidential Information for any purpose including use in the development, manufacture,
624 marketing and maintenance of its products and services, subject only to the obligations herein
625 with respect to disclosure of such Confidential Information. The term “residuals” means that
626 Confidential Information in nontangible form, which may be retained in the memories of
627 individuals who have had rightful access to such Confidential Information under this provision of
628 this Agreement and who do not recall at the time of such use that the information used was
629 derived from the Confidential Information provided by another Member. It is understood that
630 receipt of Confidential Information under this Agreement shall not create any obligation in any
631 way limiting or restricting the assignment and/or reassignment of any employees of a Member
632 within Member’s organization. However, this Section 5.6 shall not be deemed to grant to any
633 party a license under the other party’s copyrights or patents.

634 **6 Intellectual Property Rights Policy**

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

638 **6.1 Copyright Grant to FIDO Alliance**

639 The Signatory grants to the FIDO Alliance and to each Participant a perpetual (for the duration of
640 the applicable copyright), worldwide, non-exclusive, no-charge, royalty-free, copyright license,
641 without any obligation for accounting to the Signatory, to reproduce, prepare derivative works of,
642 publicly display, publicly perform, sublicense, and distribute, any FIDO Alliance Specification,
643 Requirements document, or Other Publication to the full extent of the Signatory’s copyright
644 interest in the Signatory’s Contribution to that Specification, Requirements document, or Other
645 Publication.

646 **6.2 Patents**

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

651 **6.2.1. Patent Non-Assert**

652 **6.2.1.1. The Promise**

653 For each Working Group in which one or more Bound Entities participates, Signatory, on behalf
654 of itself, all its Related Entities and its and their successors in interest and assigns, promises not to
655 assert its or its Related Entity’s Granted Claims against any Participant in such Working Group
656 for its Public Permitted Uses or Working Group Permitted Uses, subject to the terms and

657 conditions of this Agreement. This is a personal promise directly from each Bound Entity to each
658 Participant in such Working Group, and each Bound Entity represents to such Participant, and
659 such Participant acknowledges as a condition of benefiting from it that no rights from such Bound
660 Entity are received from suppliers, distributors, or otherwise in connection with this promise.
661 These promises also apply to each Participant's Public Permitted Uses and Working Group
662 Permitted Uses of any other specifications incorporating all required portions of the Specification.

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

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

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

689 **6.2.1.2. Termination**

690 **6.2.1.2.1. As a Result of Claims by Promisee**

691 All rights, grants, and promises made by Bound Entities to a particular Participant or, if the Board
692 has expanded the promise to any party in the world pursuant to 6.2.1.1, any party in the world
693 (each of the Bound Entities and each party to which the promise is expanded is designated as a
694 "Promisee" for purposes of this Section 6.2.1.2.1), under this Agreement are terminated and such
695 Promisee relinquishes any rights, grants, and promises such Promisee has received for the
696 Specification from each Bound Entity if such Promisee voluntarily files, maintains, or participates

697 in a lawsuit against any Bound Entity or Covered Third Party asserting that such Bound Entity's
698 or Covered Third Party's Public Permitted Uses or Working Group Permitted Uses infringe any
699 patent claims owned or controlled by such Promisee, unless that suit was in response to a
700 corresponding suit first brought against such Promisee.

701 **6.2.1.2.2. As a Result of Claims by the Signatory or its Related Entities**

702 If the Signatory or any of its Related Entities voluntarily files, maintains, or participates in a
703 lawsuit asserting that a Public Permitted Use or a Working Group Permitted Use infringes any
704 Granted Claims of the Signatory or its Related Entities or any claims that were withdrawn by the
705 Signatory pursuant to Section 6.6, then all rights, grants, and promises made by each Participant
706 in the Working Group associated with the Specification to the Signatory and its Related Entities
707 under this Agreement are terminated and the Signatory and its Related Entities relinquish any
708 rights, grants, and promises the Signatory and its Related Entities have received for the
709 Specification from each Participant, unless, with respect to a particular Participant, a) the
710 Signatory's promise to such Participant was terminated pursuant to section 6.2.1.2.1, or b) that
711 suit was in response to a corresponding suit first brought by such Participant against the Signatory
712 or any of its Related Entities or Covered Third Parties.

713 **6.2.1.3. Additional Conditions**

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

722 **6.2.1.4. Bankruptcy**

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

728 **6.2.1.5 New Member Review Period**

729 Any new member shall have 90 days from joining FIDO Alliance to review any non-publicly
730 available Proposed Standard Specification and any Implementation Draft Specification which has
731 been approved to become a Proposed Standard Specification by the Board and is within the 60
732 day notification period. Such new member may withdraw from FIDO Alliance within such 90
733 day period without being bound by the promise set forth in Section 6.2.1.1. Such new member
734 shall also have 45 days from joining FIDO Alliance to withdraw Granted Claims under Section
735 6.6 for any Review Draft Specification that has not become an Implementation Draft Standard
736 Specification and has been distributed for member IPR review under Section 6.6.1.

737 **6.2.2. Commitment.**

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

744 **6.2.3. Working Group License.**

745 For each Working Group in which one or more Bound Entities participates, each Bound Entity,
746 on behalf of itself and its successors in interest and assigns, grants to Participants in such
747 Working Group a no charge, royalty free license to such Bound Entity's Granted Claims, where
748 such license applies only to those Granted Claims infringed by the implementation of a Working
749 Draft Specification or Review Draft Specification associated with such Working Group, solely
750 for Participant's assistance in the development of a) an Implementation Draft Specification or
751 Proposed Standard Specification associated with such Working Group or b) later
752 implementations of such Implementation Draft Specification or Proposed Standard
753 Specification, and subject to the terms and conditions of this Agreement. The license granted
754 pursuant to this Section 6.2.3 shall not include the right to import, sell or offer for sale any
755 implementation of a Specification.

756 **6.3. No Other Rights.**

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

760 **6.4. Non-Circumvention.**

761 Each Bound Entity agrees that such Bound Entity will not intentionally take or willfully assist
762 any third party to take any action for the purpose of circumventing such Bound Entity's promises
763 and obligations under this Agreement.

764 **6.5. Representations, Warranties and Disclaimers.**

765 Each Bound Entity represents and warrants that such Bound Entity is legally entitled to grant the
766 rights and promises set forth in this Agreement. Signatory represents and warrants that it has the
767 authority to bind its Related Entities to this Agreement. ANY SPECIFICATION IS PROVIDED
768 "AS IS." Except as stated herein, each Bound Entity expressly disclaim any warranties (express,
769 implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness
770 for a particular purpose, or title, related to a Specification. The entire risk as to implementing or
771 otherwise using a Specification is assumed by the implementer and user. IN NO EVENT WILL
772 ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM
773 OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY
774 CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO
775 THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT
776 (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER
777 PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Nothing in this

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778 Agreement requires any Bound Entity to undertake a patent search or enforce any Granted
779 Claims, in whole or in part.

780 **6.6 Withdrawal of Granted Claims**

781 **6.6.1 Granted Claims Disclosure Notice**

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

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

789 i. that it (or its Related Entity) claims to be the sole owner of certain
790 Granted Claims pertaining to such specific Review Draft Specification and that
791 the notifying Member elects to withdraw such Granted Claims from the non
792 assert in Section 6.2.1;

793 and

794 ii. For each Granted Claim identified in the Granted Claims Withdrawal
795 Disclosure Notice pertaining to such specific Review Draft Specification, the
796 following information shall be provided:

797 (A) the title of the patent(s) or patent application(s);

798 (B) the countries in which the patent(s) or application(s) in which they
799 are contained was issued or is pending;

800 (C) for each country identified in (B), the patent number for such patent
801 (or serial number of such patent application, including an abstract of the
802 patent application as filed if the patent application has not yet been
803 published, where such serial number and patent application may be
804 declared as Confidential Information of the withdrawing Member as
805 described in Section 5 of this Agreement); and

806 (D) the relevant portion of such specific Review Draft Specification
807 where the withdrawing Member believes an infringement would arise.

808 b. The Granted Claims Withdrawal Disclosure Notice shall be effective on the date
809 it is received by the Board, provided that it contains the information required by this
810 Agreement. If the Board does not receive a Granted Claims Withdrawal Disclosure
811 Notice from a Member that contains all the information required by this Agreement prior
812 to the expiration of the IPR Review Period, such Member’s Granted Claims will not be
813 withdrawn from the non-assert set forth in Section 6.2.1.1.

814 c. The Board shall promptly evaluate any Granted Claims Withdrawal Disclosure
815 Notice received hereunder. This evaluation may include soliciting advice from the
816 relevant Working Group, legal counsel and/or other expert advisors. Based on such
817 evaluation, the Board shall then give guidance to the Working Group in question as to
818 how it should proceed, including whether it should modify the Review Draft as to which
819 a Granted Claim was withdrawn.

820 d. If a Review Draft Specification is modified in response to a Granted Claims
821 Withdrawal Disclosure Notice, then the Board will distribute the modified Review Draft
822 Specification to all Members for another IP Review Period in accordance with this
823 Section 6.6.1.

824 e. Except as provided in this Agreement, a Member cannot withdraw from the non-
825 assert in Section 6.2.1 any of its Granted Claims that were relevant to a previously
826 circulated Review Draft Specification and that were not identified in a Granted Claims
827 Withdrawal Disclosure Notice during the applicable IPR Review Period for such Review
828 Draft Specification.

829 **7 Withdrawal from Agreement**

830 **7.1 Voluntary Withdrawal**

831 Any Member shall be permitted to withdraw from this Agreement at any time by giving written
832 notice to the Board of its intent to terminate its participation. If, after the Date, a Related Entity
833 of the Signatory ceases to be Controlled by or under common Control with the Signatory, such
834 Related Entity shall be permitted to withdraw from this Agreement at any time after the date on
835 which such Related Entity ceases to be Controlled by or under common Control with the
836 Signatory by giving written notice to the Board of its intent to terminate its participation. Such
837 voluntary withdrawal shall be effective upon receipt of the notice by the Board.

838 **7.2 Termination**

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

849 **7.3 Effect of Termination**

850 Upon any termination of this Agreement, Sections 5 and 6 will survive such termination and the
851 Signatory's and its Related Entities' promise under Section 6.2.1.1 shall only apply to those

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852 Specifications that were approved as an Implementation Draft (or later) on or before the effective
853 date of such termination. Upon any withdrawal from this Agreement by a Related Entity of the
854 Signatory in accordance with Section 7.1, such Related Entity's obligations under Sections 5 and
855 6 will survive such withdrawal, provided that the Related Entity's promise under Section 6.2.1.1
856 shall only apply to those Specifications that were accepted as an Implementation Draft (or later)
857 on or before the effective date of such withdrawal. Notwithstanding the foregoing, if the Board
858 dissolves the FIDO Alliance pursuant to Section 3.1, the Signatory's and its Related Entities'
859 promise under Section 6.2.1.1 shall only apply to those Specifications that were accepted as a
860 Proposed Standard Specification on or before the effective date of such dissolution.

861 **8 Export Compliance**

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

870 **9 Membership Provisions**

871 **9.1 Determination, Rights and Obligations of Members**

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

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

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

881

882 **9.2 Qualifications for Membership**

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

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

888 **9.3 Admission to Membership**

889 Applicants qualified under Section 9.2, above, shall be admitted to membership upon affirmation

890 of the Bylaws, the execution of a Membership Agreement and any relevant Attachments,
891 payment of the applicable annual dues as set forth in the Schedule of Fees and Dues, and approval
892 of the Board of Directors.

893 **9.4 Fees and Dues**

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

900 **9.5 Number of Members**

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

905 **9.6 Membership Roll**

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

912 **9.7 Nontransferability of Memberships**

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

919 **10 Meetings of Members**

920 **10.1 Annual Meeting**

921 There shall be an annual meeting of the Members. If there are more than thirty-one (31) Board
922 Members, election of Board Members authorized to designate persons as Directors and Alternate
923 Directors to the Board of Directors will occur at that meeting.

924 **10.2 Place of Meetings**

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

929 10.3 Notice Of Meetings

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

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

935 Whenever any notice of a meeting is required to be given to any Member of this FIDO Alliance
936 under the Bylaws or this Membership Agreement, a waiver of notice in writing signed by the
937 Member, whether before or after the time of the meeting, shall be equivalent to the giving of such
938 notice.

939 10.4 Member Action

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

943 10.5 Member Action at Meetings

944 Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by
945 audio, videoconferencing or teleconferencing techniques, unless otherwise required. Results of
946 all voting for Board Members authorized to designate persons as Directors and Alternate
947 Directors shall be distributed to all Members by the Secretary within thirty (30) days of each
948 ballot. Written confirmation of any and all ballot results shall be maintained with the FIDO
949 Alliance's minutes.

950 10.6 Action by Written Ballot

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

956 10.7 Conduct of Meetings

957 Meetings of Members shall be presided over by the Chairman of the FIDO Alliance or, in his or
958 her absence by a Board Member designated by the Board. The Secretary of the FIDO Alliance
959 shall act as Secretary of all meetings of Members. In the absence of the Secretary, the presiding
960 officer shall appoint another person to act as Secretary for that meeting.

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

964 11 Membership Classifications**965 11.1 Board Member**

966 The FIDO Alliance shall have Board Members. A Board Member must be a corporation,
967 partnership, joint venture, trust, limited liability company, business association, governmental
968 entity or other entity. All Board Members must execute a Membership Agreement and any
969 relevant Attachments thereto and pay the fees called for in the Schedule of Fees and Dues. Once

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970 approved by the Board, all Board Members shall be entitled to all rights and bound to the
971 obligations generally afforded and imposed upon all Members. In addition, Board Members shall
972 be granted the specific additional rights stated in this Section 11.1 and shall be subject to the
973 obligations stated in the Membership Agreement and any relevant Attachments thereto.

974 Among other benefits specifically afforded to Board Members who remain in good standing are:

975 (1) to be a member qualified to designate persons as Directors and Alternate Directors of the
976 Board as long there are thirty-one (31) or less Board Members and to be available for election to
977 be qualified to designate persons as Directors and Alternate Directors to the Board if there are
978 more than thirty-one (31) Board Members;

979 (2) to be listed (with a hyperlink to the Board Member's web site) as a Board Member on the
980 FIDO Alliance's web site;

981 (3) to access any and all portions of the FIDO Alliance's web site and any electronic
982 transmissions therefrom via mailing list. This right includes access to any "Board Members
983 only", "Sponsors only" and "Members only" discussion groups and the FIDO Alliance's mailing
984 lists (subject to any privacy policy that the FIDO Alliance may adopt);

985 (4) to access "Members only" information, including but not limited to all Contributions; all
986 Specifications, Requirements and Other Publications, in draft or final form; and internal working
987 documents of Working Groups on which the Board Member serves;

988 (5) to serve as chair of any Working Group subject to any procedures for that Working Group;

989 (6) to participate in the activities of any Working Group subject to any procedures for that
990 Working Group;

991 (7) to attend and participate in certification testing conducted by the FIDO Alliance;

992 (8) to obtain technical support if such technical support is provided by the FIDO Alliance;

993 (9) subject to procedures of the Board, to review and comment on Deliverables of the FIDO
994 Alliance prior to their adoption by the FIDO Alliance;

995 (10) to have the preferential right of first refusal (prior to Sponsors and Associates) to actively
996 participate in the FIDO Alliance's marketing and promotional activities at trade shows and other
997 industry events;

998 (11) if there are more than thirty-one (31) Board Members, to vote in the election of Board Members
999 authorized to designate persons as Directors and Alternate Directors; and

1000 (12) to be listed as a Board Member in all press releases of the FIDO Alliance.

1001 In addition to the foregoing, the Board may from time to time approve other benefits to which all
1002 Board Members may be entitled.

1003 **11.2 Sponsor Member**

1004 The FIDO Alliance shall have Sponsor Members. Admission as a Sponsor Member shall be open
1005 to any corporation, partnership, joint venture, trust, limited liability company, business
1006 association, governmental entity or other entity. All Sponsor Members must execute a
1007 Membership Agreement and any relevant Attachments and pay the fees called for in the Schedule
1008 of Fees and Dues for Sponsor Members. Once approved by the Board, all Sponsor Members
1009 shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all
1010 Members. In addition, Sponsor Members shall be subject to the obligations stated in the
1011 Membership Agreement and any relevant Attachments thereto.

1012 Among other benefits specifically afforded to Sponsor Members who remain in good standing
1013 are:

1014 (1) to be listed as a Sponsor Member on the FIDO Alliance's web site;

1015 (2) to access the FIDO Alliance's web site and any electronic transmissions therefrom via mailing
1016 list. This right includes access to any "Sponsor only" and "Members only" discussion groups and

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1017 the FIDO Alliance’s mailing lists (subject to any privacy policy that the FIDO Alliance may
1018 adopt);
1019 (3) to access “Members only” information, including all Specifications, in Review Draft and
1020 above form; Requirements in Review Draft form; Other Publications in draft or final form; and
1021 internal working documents of the Working Groups on which the Sponsor serves;
1022 (4) to participate in the activities any Working Groups subject to procedures for that Working
1023 Group;
1024 (5) to attend and participate in certification testing conducted by the FIDO Alliance;
1025 (6) to receive technical support when such services are provided by the FIDO Alliance;
1026 (7) if there are more than thirty-one (31) Board Members, to vote in the election of Board
1027 Members authorized to designate persons as Directors and Alternate Directors; and
1028 (8) subject to procedures of the Board, to review and comment on Deliverables of the FIDO
1029 Alliance prior to their adoption by the FIDO Alliance.

1030
1031 In addition to the foregoing, the Board may from time to time approve other benefits to which all
1032 Sponsor Members may be entitled.

1033 **11.3 Associate Member**

1034 The FIDO Alliance shall have Associates. Admission as an Associate shall be open to any
1035 corporation, partnership, joint venture, trust, limited liability company, business association,
1036 governmental entity or other entity. All Associates must execute a Membership Agreement and
1037 any relevant Attachments thereto and pay the fees called for in the Schedule of Fees and Dues for
1038 Associates. Once approved by the Board, all Associates shall be entitled to all rights and bound
1039 to the obligations generally afforded and imposed upon all Members. In addition, Associates
1040 shall be subject to the obligations stated in the Membership Agreement and any relevant
1041 Attachments thereto.

1042 Among other benefits specifically afforded to Associates who remain in good standing are:

1043 (1) to be listed as a Member on the FIDO Alliance’s web site;
1044 (2) to access the FIDO Alliance’s web site and any electronic transmissions therefrom via mailing
1045 list. This right includes access to the “Members only” discussion groups and the FIDO Alliance’s
1046 mailing lists (subject to any privacy policy that the FIDO Alliance may adopt);
1047 (3) to access “Members only” information, including all Specifications in Review Draft or above
1048 form;
1049 (4) upon invitation from a Working Group Chair, to participate in the activities any Working
1050 Groups subject to procedures for that Working Group and without the right to vote on any
1051 Working Group matters;
1052 (5) to attend and participate in certification testing conducted by the FIDO Alliance; and
1053 (6) Subject to procedures of the Board, to review and comment on Deliverables of the FIDO
1054 Alliance prior to their adoption by the FIDO Alliance.

1055
1056 In addition to the foregoing, the Board may from time to time approve other benefits to which all
1057 Associates may be entitled.

1058

1059 **12 Membership Information, Signature & Pre-Requisites**

1060 **12.1 Membership Contact Information & Representation**

1061

1062

1063 _____
(MEMBER Name)

1064

1065 _____
(Primary Representative Name and email address)

1066

1067

1068 _____
(Patent legal counsel for Member and postal address)

1069 Desired Membership Level:

1070 Associate (fewer than 100 employees)

1071 Associate (greater than 100 employees)

1072 Sponsor

1073

1074 _____
(Corporate Mailing Address)

1075

1076 _____
(Billing Contact name and postal address)

1077

1078

1079 **12.2 Signing Instructions.**

1080

1081 **On Behalf of Signatory applying for Membership:**

1082 Corporate/Entity. If you are signing this Agreement on behalf of a corporation, employer,
1083 partnership, or similar legal entity, ensure that an authorized individual signs this Agreement and
1084 identifies the entity that will be granting rights under this Agreement as the Signatory.

1085

1086

1087 _____
(Signatory Name Typed or Printed)

1088

1089

By: _____

1090

(Authorized Signature)

1091

1092

1093

(Print Name of person signing above)

1094

1095

Date signed: _____

1096

On Behalf of FIDO Alliance

1097

1098

By: _____

1099

(Authorized Signature)

1100

1101

1102

(Print Name of person signing above)

1103

1104

Date signed: _____

1105

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