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FIDO Alliance

Membership Agreement

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 **“Board”** or **“FIDO Board”** shall refer to the collective entity of Delegates, each Delegate
48 designated by a Board Member of the FIDO Alliance, which shall serve certain purposes
49 described in this Agreement. By way of clarification, the Board shall have the rights and
50 obligations set out in Section 4.2.2 of this Agreement, but shall not constitute the Executive
51 Council, a separate entity of the FIDO Alliance as set forth herein.

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- 52 “**Board Member**” shall mean any Member who has joined the FIDO Alliance at the Board
53 Member class of membership as defined in Section 11.
- 54 “**Bound Entit(ies)**” means the Signatory and its Related Entities if applicable.
- 55 “**Call for Exclusion**” means the document indicating the relevant documents against which
56 Participants must make exclusion statements, as well as precise dates and deadlines for making
57 any exclusions.
- 58 “**Charter**” means the document defining the scope, Deliverables, timing and other matters as
59 specified in Section 4.4.1 of a Working Group.
- 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 “**Date**” means the date on which the Signatory signs this Agreement.
- 82 “**Delegate**” shall mean an employee designated by a Member who has joined the FIDO Alliance
83 at the Board Member class of membership and is otherwise qualified to designate such Delegate.
84 The collective of the Delegates is the FIDO Board. The Board Member that designated a
85 Delegate may replace such Delegate at any time.
- 86 “**Deliverable**” shall mean any Specifications, Requirements, and Other Publications developed
87 within FIDO Alliance as of the date of the Signatory’s last Contribution.

88 “**Disclosure Statement**” means the statement to be provided in response to a request for
89 disclosure of an Essential Claim.

90 “**Essential Claims**” means all claims in any patent or patent application in any jurisdiction in the
91 world that would necessarily be infringed by implementation of the Proposed Standard
92 Specification. A claim is necessarily infringed hereunder only when it is not possible to avoid
93 infringing it because there is no non-infringing alternative for implementing the Normative
94 Requirements of the Proposed Standard Specification. Existence of a non-infringing alternative
95 shall be judged based on the state of the art at the time the specification becomes a Proposed
96 Standard Specification. The following are expressly excluded from and shall not be deemed to
97 constitute Essential Claims: 1) any claims other than as set forth above even if contained in the
98 same patent as Essential Claims; 2) claims which would be infringed only by: a) portions of an
99 implementation that are not specified in the Normative Requirements of the Proposed Standard
100 Specification, b) enabling technologies that may be necessary to make or use any product or
101 portion thereof that complies with the Proposed Standard Specification and are not themselves
102 expressly set forth in the Proposed Standard Specification (e.g., semiconductor manufacturing
103 technology, compiler technology, object-oriented technology, basic operating system technology,
104 and the like); or c) the implementation of technology developed elsewhere and merely
105 incorporated by reference in the body of the Proposed Standard Specification; and 3) design
106 patents and design registrations.

107 “**Executive Council**” shall refer to the collective of certain Delegates which shall constitute the
108 entity defined in the Bylaws as the “Board of Directors” for purposes of applicable California
109 law, and which shall have the rights and obligations set out in Section 4.2.1 of this Agreement
110 and applicable California law. The Executive Council may be referred to as the Statutory
111 Committee in the Bylaws.

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

114 “**Full Majority Vote**” shall mean 50% or more of the then current Members meeting Voting
115 Requirements of the applicable group (e.g., the Board, the Executive Council, or a Working
116 Group).

117 “**Full Supermajority Vote**” shall mean 66% or more of the then current Members meeting Voting
118 Requirements of the applicable group (e.g., the Board, the Executive Council, or a Working
119 Group).

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

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

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

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

132 “**Mission**” shall mean the Mission set forth in the Mission Statement of the FIDO Alliance as set
133 forth in Section 1 of this Agreement. “**Normative Requirements**” means those portions of the
134 Proposed Standard Specification that are expressly identified as required for compliance with the
135 Proposed Standard Specification including those portions of an optional or alternative portion of
136 the Proposed Standard Specification that are identified as required for compliance with such
137 optional or alternative portion. For clarity, those portions of the Proposed Standard Specification,
138 including any portions of an optional or alternative portion thereof, which are designated by the
139 terms “must”, “shall”, “mandatory”, “normative” or “required” are expressly identified as being
140 required for compliance under this definition.

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

144 “**Participant**” means, with respect to a particular Working Group, any Member who participates
145 in such Working Group and its Related Entities and other individuals that have agreed to comply
146 with Sections 6.1 and 6.2. For purposes of Section 6.2, the FIDO Alliance will be treated as a
147 Member participating in all Working Groups.

148 “**Patent Policy Transition Date**” shall mean the date on which this term was first approved by the
149 Board.

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

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

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

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

161 “**Related Entity**” means, with respect to a particular party, any entity that Controls, is Controlled
162 by, or under common Control with such party; provided that an entity that acquires Control of the
163 Signatory after the Date will not be a Related Entity of the Signatory, and will not separately
164 enjoy the benefits afforded to Related Entities under this Agreement, including, but not limited to,

165 the benefit of the non-assert made by other Members, unless and until such entity agrees in
166 writing to join the FIDO Alliance. The Signatory's (and its Related Entities') rights and
167 obligations under this Agreement (including the benefit of the non-assert made by other
168 Members) shall continue in full force and effect notwithstanding the failure of such the acquiring
169 entity to join the FIDO Alliance.

170 **"Royalty-Free (RF) Licensing Requirements"** means, with respect to a Proposed Standard
171 Specification, a Royalty-Free license that is a non-assignable, non-sublicensable license to make,
172 have made, use, sell, have sold, offer to sell, import, and distribute and dispose of
173 implementations of the Proposed Standard Specification that:

- 174 1. shall be available to all, worldwide, whether or not they are FIDO Alliance Members;
- 175 2. shall extend to all Essential Claims owned or controlled by the Participant;
- 176 3. may be limited to implementations of the Proposed Standard Specification, and to
177 what is required by the Proposed Standard Specification;
- 178 4. may be conditioned on a grant of a reciprocal RF license, as defined herein, to
179 all Essential Claims owned or controlled by the licensee. A reciprocal license may be
180 required to be available to all, and a reciprocal license may itself be conditioned on a
181 further reciprocal license from all.
- 182 5. may not be conditioned on payment of royalties, fees or other consideration;
- 183 6. may be suspended with respect to any licensee when a Participant is sued by licensee
184 for infringement of claims essential to implement the Proposed Standard
185 Specification;
- 186 7. may not impose any further conditions or restrictions on the use of any technology,
187 intellectual property rights, or other restrictions on behavior of the licensee, but may
188 include reasonable, customary terms relating to operation or maintenance of the
189 license relationship such as the following: choice of law and dispute resolution;
- 190 8. shall not be considered accepted by an implementer who manifests an intent not to
191 accept the terms of the Royalty-Free license as offered by the Participant.
- 192 9. The RF license conforming to the requirements in this policy shall be made available
193 by the Participant as long as the Proposed Standard Specification is in effect. The
194 term of such license shall be for the life of the patents in question, subject to the
195 limitations of 10.
- 196 10. If the Proposed Standard Specification is rescinded by the FIDO Alliance, then no
197 new licenses need be granted but any licenses granted before the Proposed Standard
198 Specification was rescinded shall remain in effect.

199 All Technical Working Group participants are encouraged to provide a contact from which
200 licensing information can be obtained and other relevant licensing information. Any such
201 information will be made publicly available along with the patent disclosures for the Technical
202 Working Group in question.

203

204 **"Simple Majority Vote"** shall mean greater than 50% of those voting meeting Voting
205 Requirements when a Quorum is present.

- 206 “**Signatory**” means the entity listed as Signatory in the signature block to this Agreement.
- 207 “**Specification**” shall mean a document that contains technical criteria (including reference to
208 existing specifications and protocols) in any state of progress within a FIDO Alliance Technical
209 Working Group.
- 210 “**Sponsor Member**” shall mean any Member who has joined the FIDO Alliance at the Sponsor
211 Member class of membership as defined in Section 11.
- 212 “**Standards Developing Organization**” shall mean an organization whose primary activities are
213 developing, coordinating, promulgating, revising, amending, reissuing, interpreting, or otherwise
214 producing technical standards that are intended to address the needs of a specific base of adopters.
- 215 “**Supermajority Vote**” shall mean 66% or more of those voting meeting Voting Requirements
216 when a Quorum is present.
- 217 “**Technical Working Group**” shall mean a Working Group whose Charter expressly includes the
218 ability to produce Specifications.
- 219 “**Translations**” shall mean translations of Publications from English to another language.
- 220 “**Voting Member**” shall mean Board Member.
- 221 “**Voting Requirements**” shall mean being in Good Standing and meeting the participation
222 requirements for the relevant group as defined in the Standard Operating Procedures or other
223 defining policy document.
- 224 “**Working Group**” shall have the meaning set forth in Section 4 of this Agreement.

225 **3 General**

226 **3.1 Duration and Dissolution**

227 The FIDO Alliance shall exist until such time as it is dissolved only by a Full Supermajority Vote
228 of the Board and a Full Supermajority Vote of the Executive Council.

229 **3.2 Members’ Freedom of Action and Right to Compete**

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

235 The Members acknowledge that they may compete with one another in various lines of
236 business and that it is therefore imperative that they and their representatives act in a manner
237 that does not violate any applicable antitrust laws and regulations. Each Member may have
238 similar agreements not related to the FIDO Alliance with other Members. Each Member may
239 design, develop, manufacture, acquire or market competitive specifications, products and

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240 services, and conduct its business in whatever way it chooses. No Member is obligated to
241 announce or market any products or services. Without limiting the generality of the foregoing,
242 the Members agree not to have any discussion relating to their individual commercial
243 businesses with respect to product pricing, methods or channels of product distribution, any
244 division of markets, or allocation of customers or any other topic which should not be discussed
245 among competitors. Accordingly, each Member hereby assumes responsibility to provide
246 appropriate legal counsel to its representatives regarding the importance of limiting their
247 discussions to subjects that relate to the purposes of the FIDO Alliance, whether or not such
248 discussions take place during formal meetings, informal gatherings, or otherwise.

249 **3.3 Principal Office**

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

255 **3.4 Governing Law**

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

258 **3.5 Dispute Resolution**

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

274 **3.6 Amendments to this Agreement and the Bylaws**

275 This Agreement constitutes the entire agreement among the Bound Entities and the Members,
276 concerning its subject matter and supersedes any prior or contemporaneous agreement or
277 understanding, whether written or oral, if any, among the parties with respect to such subject
278 matter. Any modification or amendment of this Agreement shall only be binding upon the
279 Members if set forth in writing and approved by a Full Supermajority Vote of the Board,
280 provided, however, that such modification or amendment shall not be binding on any Member

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281 who terminates this Agreement with respect to such Member and withdraws as a Member of the
282 FIDO Alliance within thirty (30) days of receipt of written notice of adoption of such
283 modification or amendment. The Bylaws of the FIDO Alliance may be amended by a Full
284 Supermajority Vote of the Executive Council and a Full Supermajority Vote of the Board.

285 **3.7 Publicity**

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

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

294 **3.8 Headings**

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

297 **3.9 Privacy Policy**

298 The FIDO Alliance collects and processes personal data as described in the FIDO Alliance
299 Privacy Policy available [here](#). Member shall inform all Member personnel interacting with the
300 FIDO Alliance on behalf of Member that their business contact information and certain other
301 personal data about such individuals may be collected and processed by the FIDO Alliance in
302 accordance with the Privacy Policy, and that such personal data will be transmitted to the FIDO
303 Alliance in the United States, where the laws may not be as protective of such data as the laws in
304 the country where the data subject resides. Member shall obtain any consent from such
305 individuals to the extent required by law to allow for such processing. As described in the Privacy
306 Policy, a party located in the European Union or the European Economic Area wishing to
307 exercise rights under the General Data Protection Regulation ("GDPR") with respect to such
308 Personal Data may contact the Data Protection Officer at help@fidoalliance.org.

309 **4 Governance**

310 **4.1 Decision Making**

311 Except in those cases where a vote is specifically required by this Agreement or other Controlling
312 Documents, FIDO Alliance shall seek to reach its decisions by consensus. When no consensus
313 can be reached in a timely manner, the decision shall be reached by voting as defined in this
314 Agreement and other Controlling Documents. Except when otherwise specified in this
315 Agreement and other Controlling Documents, approval by vote requires a Simple Majority Vote.
316 Except as expressly set forth herein, voting percentages required are to be calculated in terms of
317 the number of "Yes" and "No" votes cast by those voting Members meeting Voting Requirements
318 present when a Quorum exists. Only "Yes" and "No" votes shall be counted, and abstentions or

319 non-votes shall not be counted, but also shall not affect the determination as to whether a Quorum
320 exists.

321 **4.2 The Executive Council and the FIDO Board**

322 **4.2.1 The Executive Council**

323 Pursuant to the Bylaws, the Executive Council shall have certain specified corporate
324 powers, as defined by applicable California law. The Executive Council shall consist of
325 seven Delegates, four of whom shall be the officers of the corporation specifically
326 defined in this Agreement, and the remaining three shall be elected by the Board in the
327 same annual election as the election of the officers. The remaining three shall be
328 Delegates and each must be an employee of a Board Member of the FIDO Alliance. The
329 remaining three shall be elected for an annual term ending Dec. 31st of the following
330 year, except that for the first year the term shall end on Dec. 31st of the year in which they
331 were elected. The presiding officer for all meetings of the Executive Council shall be the
332 President. For any act on a Statutory Item as defined in the Bylaws or on dissolution of
333 the corporation, the Executive Council shall only act after a Board vote on that act and
334 shall strongly consider the results of any Board vote on that act.

335

336 **4.2.2 The FIDO Board**

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

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

- 348 • Elect annually the President, the Vice President, the Treasurer and the Secretary and three
349 others from the Delegates to serve as the Officers and the Executive Council;;
- 350 • Hire a compensated Executive Director or the equivalent to assist in the administration of
351 the FIDO Alliance.
- 352 • Approving Publications prior to making any Publication a publicly available document;
- 353 • Chartering Working Groups;
- 354 • Appointing Chairs to Working Groups;
- 355 • Establish and publish a membership Schedule of Fees and Dues that may be amended
356 from time to time by the Board. Such Schedule of Fees and Dues may include a

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

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

383 **4.3 Officers, Executive Director and Working Groups**

384 **4.3.1 General Provisions**

385 The Board shall elect the following officers from among the Delegates by Simple Majority Vote:
 386 President, Vice President, Treasurer and Secretary. The Board shall elect three individuals from
 387 among the Delegates by Simple Majority Vote to complete the Executive Council. The FIDO
 388 Alliance may also have such other officers with such titles and duties as the Board may determine
 389 from time to time. An elected officer or other member of the Executive Council must be an
 390 employee of a Board Member of the FIDO Alliance. All officers shall be elected for an annual
 391 term ending on December 31st of the following year. The officers may serve multiple terms
 392 and/or successive terms if duly elected. The elected officers shall serve without compensation
 393 from the FIDO Alliance.

394 **4.3.2 Duties of the President**

395 The President shall be the chief executive officer of the FIDO Alliance, shall serve as the
 396 chairman at all meetings of the Executive Council. The President shall provide guidance to the

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

400 **4.3.3 Duties of the Vice President**

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

406 **4.3.4 Duties of the Treasurer**

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

414 **4.3.5 Duties of the Secretary**

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

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

433 **4.3.6 Executive Director**

434 The Executive Director of the FIDO Alliance agrees to perform such undertakings as are
435 necessary to manage the day-to-day needs of the FIDO Alliance, including:

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

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

452 **4.3.7 Nonliability of Delegates, Officers and Members**

453 Delegates, Officers and Members with an employee serving as an officer or Delegate, and the
454 employee serving as an officer, other member of the Executive Council or Delegate, shall not be
455 liable for the debts, liabilities or other obligations of FIDO Alliance.

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

458 **4.3.8 Removal, Resignation and Vacancies**

459 The Board may remove any officer or other member of the Executive Council from his or her
460 elected office or position, either with or without cause, at any time by a Supermajority Vote.
461 Because an elected officer or other member of the Executive Council must be an employee of a
462 Board Member of the FIDO Alliance, an elected officer or other member of the Executive
463 Council shall automatically be removed if the Board Member terminates its membership in the
464 FIDO Alliance or if the representative serving as an elected officer or other member of the
465 Executive Council ceases to be an employee of the Board Member.

466 Any officer or other member of the Executive Council may resign at any time by giving written
467 notice to the Board. Any such resignation shall take effect at the date of receipt of such notice or
468 at any later date specified therein, and, unless otherwise specified therein, the acceptance of such
469 resignation shall not be necessary to make it effective.

470 Any vacancy caused by the death, resignation, removal, disqualification or otherwise, of any
471 officer, other member of the Executive Council or Chair shall be filled by the Board (or, in the
472 case of a Vice Chair, Scribe or Editor, the Working Group Chair) by election to complete the
473 term of the vacant position.

474 **4.4 Working Groups**

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

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

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

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

497 **4.4.1 Chartering a Working Group**

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

- 502 • Working Group Name
- 503 • Proposed Chair, Vice Chair, Scribe, and Editor(s)
- 504 • Scope of work (and why that scope aligns with the Mission)
- 505 • Description of each proposed Deliverable, by type (i.e. Specification, Requirements,
506 and/or Other Publication), with a Specification description required for any Technical
507 Working Group
- 508 • Expected timeline for completion of work
- 509 • Any known dependencies on the FIDO Alliance resources and/or external developments
- 510 • For a Technical Working Group, a reference to the patent policy of Section 6.2 and a
511 statement that Specifications produced by the Technical Working Group will be
512 implementable on an RF basis, to the best ability of the Technical Working Group and
513 the FIDO Alliance.

514 **4.4.2 Work Flow and Approval Criteria (by status type)**

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

517 **4.4.2.1 General Flow**

518 Each Deliverable type (Specification, Requirements, and Other Publication) will proceed through
519 Pre-Draft, Working Draft and Review Draft status. Only Specification Deliverables will proceed
520 to Proposed Standard status.

521 **4.4.2.2 “Pre-Draft”**

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

526 **4.4.2.3 “Working Draft”**

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

532 **4.4.2.4 “Review Draft”**

533 Once a Working Group determines it has made an appropriate level of progress in achieving the
534 objectives for its deliverable as captured by its Charter, and the Working Group wants to share
535 the deliverable with all Members for review, the Working Group shall promote the document
536 from “Working Draft” to “Review Draft” status by a Supermajority Vote. All “Review Draft”
537 Deliverables must be sent to the Secretary by the Working Group Chair within 15 days of the
538 Supermajority vote. Once the Secretary confirms the process was followed correctly, the
539 Secretary shall provide notice to all Members of the document’s Review Draft status, which for
540 Specification Deliverables will include a Call for Exclusion and shall trigger a period for
541 exclusions under Section 6.3 for such Review Draft Specification.

542 **4.4.2.5 “Proposed Standard Specification”**

543 Proposed Standard status applies only to Specifications. Some deliverables will be Specifications
544 intended for submission to an external standards development organization such as the IETF,
545 and/or intended for implementation by non-Members. Only Proposed Standard Specifications are
546 candidates for implementation by non-Members or submission to external standards development
547 organizations. After completion of the relevant time periods after a Call for Exclusion for a
548 Review Draft Specification, the responsible Technical Working Group shall decide whether the
549 deliverable needs further development or is ready to advance to a Proposed Standard. If the
550 Review Draft Specification is deemed a candidate to become a Proposed Standard Specification
551 by the Technical Working Group and no substantive changes have been made to the Review
552 Draft Specification, the Technical Working Group Chair shall make that recommendation to the
553 Board. The Board shall vote on the Working Group’s recommendation within 45 days. Approval

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554 by the Board requires a Full Supermajority Vote of the Board. Once a Proposed Standard
555 Specification is approved by the Board, the Secretary shall so notify all Members. Any Proposed
556 Standard Specification may be submitted to the IETF or other standards development
557 organization, with appropriate IPR grants, by a Full Supermajority Vote of the Board.

558 **4.4.2.6 Publishing FIDO Alliance Deliverables**

559 The Board may approve the publication or sharing of any FIDO Alliance Deliverable, e.g.
560 Specifications, Requirements, or Other Publications, with non-Members by means of a
561 Supermajority Vote of the Board, at any time, regardless of the status of the document. The
562 Board must take care to disclose any Essential Claims for which the Board has received an
563 exclusion according to Section 6.3 and any Disclosure Statements pertaining to a Proposed
564 Standard Specification deliverable at the time it is shared with non-Members.

565 **4.4.2.7 Publishing Translations**

566 The Working Group that approved a given Publication may approve the publication of any
567 Translation of that Publication after that Publication has been approved for publication by the
568 Board.

569 **4.4.3 Notifications and Electronic Voting**

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

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

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

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

592 **4.4.4 Liaisons**

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

599 **4.4.5 Chairs, Vice Chairs, Scribes, and Editors**

600 **4.4.5.1 Working Group Chairs**

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

607 **4.4.5.2 Working Group Vice Chairs**

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

610 **4.4.5.3 Working Group Scribes**

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

613 **4.4.5.4 Working Group Editors**

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

619 **4.4.5.5 Removal, Resignation and Vacancies within Working Groups**

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

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

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

631 **4.4.6 Withdrawal from a Working Group**

632 Any Member shall be permitted to withdraw from a particular Working Group at any time by
633 giving written notice of its intent to terminate its participation in such Working Group. Upon
634 any such withdrawal, Sections 5 and 6 will survive such withdrawal with respect to Specifications
635 developed by such Working Group. If, after the date, a Related Entity of the Signatory ceases to
636 be Controlled by or under common Control with the Signatory, such Related Entity shall be
637 permitted to withdraw from a particular Working Group at any time after the date on which such
638 Related Entity ceases to be Controlled by or under common Control with the Signatory by giving
639 written notice of its intent to terminate its participation in such Working Group. Upon any such
640 withdrawal by a Related Entity, such Related Entity's obligations under Sections 5 and 6 will
641 survive such withdrawal with respect to Specifications developed by such Working Group,
642 provided that the Related Entity's promise under Section 6.2.1.1 shall only apply to those
643 Specifications that were accepted by such Working Group as an Implementation Draft (or later)
644 on or before the effective date of such withdrawal.

645 **4.5 Controlling Documents**

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

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

652 **5 Handling Confidential Information**

653 **5.1 General Principle**

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

658 **5.2 Degree of Care**

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

665 **5.3 Term of Obligation**

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

674 **5.4 Not Prohibited Disclosures**

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

681 **5.5 Permitted Use**

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

689 **5.6 Residuals**

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

702 **6 Intellectual Property Rights Policy**

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

706 **6.1 Copyright Grant to FIDO Alliance**

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

715 **6.2 Patent Policy and Overview**

716 This patent policy describes:

- 717 1. licensing obligations that Technical Working Group Participants will undertake as a
718 condition of Technical Working Group participation, along with means of excluding
719 specific patents from those obligations,
- 720 2. disclosure rules for Members, and
- 721 3. an exception handling process for situations in which the Royalty-Free status of a
722 specification comes under question.

723 **6.2.1 Licensing Obligations of Technical Working Group Participants**

724 The following obligations shall apply to all Participants in Technical Working Groups. These
725 obligations will be referenced from each Technical Working Group charter and calls for
726 participation in a Technical Working Group.

727 **6.2.1.1 RF Licensing Requirements for All Technical Working Group** 728 **Participants – The Promise**

729 As a condition of participating in a Technical Working Group, each Participant shall agree to
730 make available under RF Licensing Requirements any Essential Claims related to the work of that
731 particular Technical Working Group. This requirement includes Essential Claims that the
732 Participant owns and any that the Participant has the right to license without obligation of
733 payment or other consideration to an unrelated third party. With the exception of the provisions of
734 Section 6.3 below, RF licensing obligations made concerning the work of the particular Technical
735 Working Group and described in this Section 6.2 are binding on Participants for the life of the
736 patents in question and encumber the patents containing Essential Claims, regardless of changes
737 in participation status or FIDO Alliance Membership.

738 **6.2.1.2 Limitation on Licensing Requirement for Non-Participating Members**

739 Only the affirmative act of joining a Technical Working Group, or otherwise agreeing to the
740 licensing terms described here, will obligate a Member to the RF licensing commitments. Mere

741 Membership in FIDO Alliance alone, without other factors, does not give rise to the RF licensing
742 obligation under this Section 6.2.

743 **6.2.1.3 Licensing Commitments in Contributions**

744 At the time a Member Contribution is made, all Contributors and any others who provide patent
745 licenses associated with the submitted document must indicate whether or not each entity
746 (Contributors and other licensors) will offer a license according to the RF Licensing
747 Requirements for any portion of the Member Contribution that is subsequently incorporated in a
748 Proposed Standard Specification. The FIDO Alliance may acknowledge the Member
749 Contribution if the answer to the licensing commitment is either affirmative or negative, and shall
750 not acknowledge the Member Contribution if no response is provided.

751 **6.2.1.4 Note on Licensing Commitments for Invited Experts**

752 Invited experts participate in Technical Working Groups in their individual capacity. An invited
753 expert is only obliged to license those claims over which s/he exercises control.

754 **6.2.1.5 Technical Working Group License.**

755 For each Technical Working Group in which one or more Bound Entities participates, each
756 Bound Entity, on behalf of itself and its successors in interest and assigns, grants to Participants
757 in such Technical Working Group a no charge, royalty free license to such Bound Entity's
758 Essential Claims, where such license applies only to those Essential Claims infringed by the
759 implementation of a Working Draft Specification or Review Draft Specification associated with
760 such Technical Working Group, for this Section 6.2.1.5 Essential Claims being based on such
761 Working Draft Specification or Review Draft Specification as if it were a Proposed Standard
762 Specification, solely for Participant's assistance in the development of a) a Proposed Standard
763 Specification associated with such Technical Working Group or b) later implementations of such
764 Proposed Standard Specification, and subject to the terms and conditions of this Agreement. The
765 license granted pursuant to this Section 6.2.1.5 shall not include the right to import, sell or offer
766 for sale any implementation of a Specification.

767 **6.3 Exclusion from RF Licensing Requirements**

768 Under the following conditions, Technical Working Group Participants may exclude specifically
769 identified and disclosed Essential Claims from the overall RF Licensing Requirements:

770 **6.3.1 Exclusion with Continued Participation**

771 Specific Essential Claims may be excluded from the RF Licensing Requirements by a Participant
772 who seeks to remain in the Technical Working Group only if that Participant indicates its refusal
773 to license specific claims no later than 90 days after the publication of a Review Draft
774 Specification and its Call for Exclusion by specifically disclosing Essential Claims that will not
775 be licensed on RF terms. A Participant who excludes Essential Claims may continue to
776 participate in the Technical Working Group.

777 **6.3.2 Exclusion and Resignation from the Technical Working Group**

778 A Participant may resign from the Technical Working Group within 90 days after the publication
779 of a Review Draft Specification and its Call for Exclusion and be excused from all licensing

780 commitments arising out of Technical Working Group participation as to that Review Draft
781 Specification.

782 If a Participant leaves the Technical Working Group later than 90 days after the publication of a
783 Review Draft Specification and its Call for Exclusion, that Participant is only bound to license
784 Essential Claims based on subject matter contained in the latest Review Draft Specification
785 published before the Participant resigned from the Technical Working Group.

786 The Participant follows the same procedures specified in this Section 6.3 for excluding claims in
787 issued patents, published applications, and unpublished applications. Participants resigning from
788 a Technical Working Group are still subject to all disclosure obligations described in Section 6.4.

789 **6.3.3 Joining an Already Established Technical Working Group**

790 Participants who join a Technical Working Group more than 90 days after the publication of a
791 Review Draft Specification must exclude Essential Claims covered in the Review Draft
792 Specification upon joining the Working Group, except that if the Participant has been a Member
793 of the FIDO Alliance less than 150 days, that Participant shall have 60 days from joining the
794 Technical Working Group to exclude Essential Claims in the latest Review Draft Specification.

795 **6.3.4 Exclusion Procedures for Pending, Unpublished Patent Applications**

796 Any exclusion of an Essential Claim in an unpublished application must provide either:

- 797 1. the text of the filed application; or
- 798 2. identification of the specific part(s) of the Specification whose implementation makes the
799 excluded claim essential.

800 If option 2 is chosen, the effect of the exclusion will be limited to the identified part(s) of the
801 Specification.

802 **6.3.5 Exclusion Mechanics**

803 A Call for Exclusion will be issued by the Secretary indicating the relevant documents against
804 which Participants must make exclusion statements as well as precise dates and deadlines for
805 making any exclusions. In case there is any dispute about the dates for exclusion, the dates
806 indicated in the Call for Exclusion are controlling. The Call for Exclusion will be sent to the
807 Technical Working Group mailing list and the Primary Representatives of all Members
808 participating in the Technical Working Group. In the event that a Technical Working Group
809 issues more than one Proposed Standard Specification, the exclusion procedure will be employed
810 for each series of documents individually.

811 **6.4 Disclosure**

812 **6.4.1 Disclosure Requirements**

813 Disclosure is required when both of the following are true:

- 814 1. an individual in a Member organization receives a disclosure request as described in
815 Section 6.4.3; and
- 816 2. that individual has actual knowledge of a patent which the individual believes contains
817 Essential Claim(s) with respect to the Specification for which disclosure is requested.

818 Anyone in a Member who receives a disclosure request and who has such knowledge must
819 inform that Primary Representative. Where disclosure is required, the Primary Representative
820 will do so.

821 **6.4.2 Disclosure Exemption**

822 The disclosure obligation as to a particular claim is satisfied if the holder of the claim has made a
823 commitment to license that claim under RF Licensing Requirements and the claim is no longer
824 subject to exclusion under Section 6.3. An Essential Claim is no longer subject to exclusion if a
825 patent holder has affirmatively agreed to license the Essential Claim (effectively waiving its right
826 to exclude such patent under Section 6.3) or if the relevant exclusion period under Section 6.3 has
827 lapsed.

828 **6.4.3 Disclosure Requests**

829 Separate requests may be issued by the FIDO Alliance to any party suspected of having
830 knowledge of Essential Claims. Such disclosure requests will instruct the recipient to respond
831 through their Primary Representative (in the case of Members) or a FIDO Alliance contact (in the
832 case of non-Members). Disclosure requests other than those that appear in the Specification itself
833 should be directed to the Primary Representative. Disclosure requests will provide administrative
834 details for making disclosures.

835 **6.4.4 Disclosure Contents**

836 Disclosure Statements must include:

- 837 1. the patent number, but need not mention specific claims
- 838 2. the Technical Working Group and/or Proposed Standard Specification to which it applies

839 **6.4.5 Disclosure of Laid-Open or Published Applications**

840 In the case of laid-open or published applications, the Member's good faith disclosure obligation
841 extends to unpublished amended and/or added claims that have been allowed by relevant legal
842 authorities and that the Member believes to be Essential Claims. To satisfy the disclosure
843 obligation for such claims, the Member shall either:

- 844 1. disclose such claims, or
- 845 2. identify those portions of the Specification likely to be covered by such claims.

846 **6.4.6 Disclosure of Pending, Unpublished Applications**

847 If a Member includes claims in a patent application and such claims were developed based on
848 information from a Technical Working Group or FIDO Alliance document, the Member must
849 disclose the existence of such pending unpublished applications.

850 **6.4.7 Good Faith Disclosure Standards**

851 Satisfaction of the disclosure requirement does not require that the discloser perform a patent
852 search or any analysis of the relationship between the patents that the Participant holds and the
853 Specification in question. Disclosure of third party patents is only required where the Primary
854 Representative or Technical Working Group Participant has been made aware that the third party
855 patent holder or applicant has asserted that its patent contains Essential Claims, unless such
856 disclosure would breach a pre-existing non-disclosure obligation.

857 6.4.8 Timing of Disclosure Obligations

858 The disclosure obligation is an ongoing obligation that begins with the formation of a Technical
859 Working Group. Full satisfaction of the disclosure obligation may not be possible until later in the
860 process when the design is more complete. In any case, disclosure as soon as practically possible
861 is required.

862 6.4.9 Termination of Disclosure Obligations

863 The disclosure obligation terminates when the Proposed Standard Specification is published or
864 when the Technical Working Group terminates.

865 6.4.10 Disclosure Obligations of Invited Experts

866 Invited experts or members of the public participating in a Technical Working Group must
867 comply with disclosure obligations to the extent of their own personal knowledge.

868 6.5 Exception Handling**869 6.5.1 PAG Formation**

870 In the event a patent has been disclosed that may be essential, but is not available under RF
871 Licensing Requirements, a Patent Advisory Group (PAG) will be launched to resolve the conflict.
872 The PAG is an ad-hoc group constituted specifically in relation to the Technical Working Group
873 with the conflict. A PAG may also be formed without such a disclosure if a PAG could help
874 avoid anticipated patent problems. During the time that the PAG is operating, the Technical
875 Working Group may continue its technical work within the bounds of its Charter.

876 6.5.2 PAG Formation After a Proposed Standard Specification Is Issued

877 A PAG may also be convened in the event Essential Claims are discovered after a Proposed
878 Standard Specification is issued. In this case the PAG will be open to any interested Board,
879 Sponsor or Government Member, though the PAG may choose to meet without the holder of the
880 Essential Claims in question.

881 6.5.3 PAG Composition

882 The PAG is composed of:

- 883 • Primary Representatives of each Member participating in the Technical Working Group
884 (or an alternate designated by the Primary Representative)
- 885 • Technical Working Group FIDO Alliance Contact
- 886 • FIDO Alliance counsel
- 887 • Technical Working Group Chair, *ex officio*
- 888 • Others suggested by the Technical Working Group Chair and/or the FIDO Alliance

889 Member participants in the PAG should be authorized to represent their organization's views on
890 patent licensing issues. Any participant in the PAG may also be represented by legal counsel,
891 though this is not required. Invited experts are not entitled to participate in the PAG, though the
892 PAG may choose to invite any qualified experts who would be able to assist the PAG in its
893 determinations. The FIDO Alliance expects to provide qualified legal staffing to all PAGs. Legal
894 staff to the PAG will represent the interests of the FIDO Alliance as a whole.

895 **6.5.4 PAG Procedures**

896 **6.5.4.1 PAG Formation Timing**

897 The PAG will be convened by the Technical Working Group FIDO Alliance Contact, based on a
898 charter developed initially by the FIDO Alliance. The timing for convening the PAG is at the
899 discretion of the FIDO Alliance, based on consultation with the Chair of the Technical Working
900 Group. In some cases, convening a PAG before a specific patent disclosure is made may be
901 useful. In other cases, it may be that the PAG can better resolve the licensing problems when the
902 specification is at late Review Draft Specification maturity level.

903 **6.5.4.2 PAG Charter Requirements**

904 The charter should include clear goals for the PAG, especially a statement of the question(s) the
905 PAG is to answer and duration. The PAG charter must specify deadlines for completion of
906 individual work items it takes on. The PAG, once convened, may propose changes to its charter
907 as appropriate, to be accepted based on consensus of the PAG participants. The FIDO Alliance
908 will choose a member of the PAG to serve as Chair. A single PAG may exist for the duration of
909 the Technical Working Group with which it is associated if needed.

910 **6.5.5 PAG Conclusion**

911 **6.5.5.1 Possible PAG Conclusions**

912 After appropriate consultation, the PAG may conclude:

- 913 1. The initial concern has been resolved, enabling the Technical Working Group to
914 continue.
- 915 2. The Technical Working Group should be instructed to consider designing around the
916 identified claims.
- 917 3. The FIDO Alliance should seek further information and evaluation, including and not
918 limited to evaluation of the patents in question or the terms under which RF Licensing
919 Requirements may be met.
- 920 4. The Technical Working Group should be terminated.
- 921 5. The Proposed Standard Specification (if it has already been issued) should be rescinded.
- 922 6. Alternative licensing terms should be considered. The procedure in Section 6.5.5.3 must
923 be followed.

924 **6.5.5.2 PAG Outcome**

925 Outcomes 4, 5 or 6 require Board approval. In any case, the PAG must state its proposal and
926 reasons in a FIDO Alliance Other Deliverable.

927 **6.5.5.3 Procedure for Considering Alternate Licensing Terms**

928 After having made every effort to resolve the conflict through options 1, 2, and 3 under 6.5.5.1,
929 the PAG, by consensus, may propose that specifically identified patented technology be included
930 in the Proposed Standard Specification even though such claims are not available according to the
931 RF Licensing Requirements of this policy ("PAG Proposal"). The PAG Proposal must explain:

- 932 • why the chartered goals of the Technical Working Group cannot be met without inclusion
933 of the identified technology;

- 934 • how the proposed licensing terms will be consistent with widespread adoption.
935 The PAG Proposal must include:
936 • a complete list of claims and licensing terms of the proposed alternative arrangements;
937 and,
938 • a proposed charter for the Technical Working Group, unless the Proposed Standard
939 Specification has been issued and no new work is required.
940 • In order to expedite the process, the PAG Proposal should consider whether additional
941 claims would be excluded under the new charter and include such information in the
942 PAG Proposal.

943 If the Executive Council determines that the PAG Proposal is the best alternative consistent with
944 the FIDO Alliance mission and is clearly justified despite the expressed preference of the FIDO
945 Alliance Membership for RF licensing, then the PAG Proposal shall be circulated Board review.
946 The Executive Council may also circulate the PAG Proposal for Board review without such
947 endorsement. Should the PAG Proposal be rejected by the Board, then either sub-paragraph 4 or 5
948 of Section 6.5.5.1 will apply as appropriate, without further action of the Board. Members of the
949 Technical Working Group who are bound to RF terms are not released from their obligations by
950 virtue of the PAG Proposal alone.

951 **6.6 No Other Rights.**

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

955 **6.7 Non-Circumvention.**

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

959 **6.8 Representations, Warranties and Disclaimers.**

960 Each Bound Entity represents and warrants that such Bound Entity is legally entitled to grant the
961 rights and promises set forth in this Agreement. Signatory represents and warrants that it has the
962 authority to bind its Related Entities to this Agreement. ANY SPECIFICATION IS PROVIDED
963 "AS IS." Except as stated herein, each Bound Entity expressly disclaim any warranties (express,
964 implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness
965 for a particular purpose, or title, related to a Specification. The entire risk as to implementing or
966 otherwise using a Specification is assumed by the implementer and user. IN NO EVENT WILL
967 ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM
968 OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY
969 CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO
970 THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT
971 (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER
972 PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Nothing in this
973 Agreement requires any Bound Entity to undertake a patent search or enforce any Essential
974 Claims, in whole or in part.

975 **7 Withdrawal from Agreement**

976 **7.1 Voluntary Withdrawal**

977 Any Member shall be permitted to withdraw from this Agreement at any time by giving written
978 notice to the Board of its intent to terminate its participation. If, after the Date, a Related Entity
979 of the Signatory ceases to be Controlled by or under common Control with the Signatory, such
980 Related Entity shall be permitted to withdraw from this Agreement at any time after the date on
981 which such Related Entity ceases to be Controlled by or under common Control with the
982 Signatory by giving written notice to the Board of its intent to terminate its participation. Such
983 voluntary withdrawal shall be effective upon receipt of the notice by the Board.

984 **7.2 Termination**

985 By a Full Supermajority Vote, the Board may terminate the Membership of any Member for its
986 material breach of its obligations hereunder where such breach is not cured within 30 days
987 following the Member's receipt of notice of the breach. If the Board and the Executive Council
988 elect to dissolve the FIDO Alliance in accordance with Section 3.1, this Agreement shall be
989 terminated immediately. Membership of a Member terminates upon a failure to initiate or renew
990 membership by paying dues on or before their due date, such termination to be effective thirty
991 (30) days after a written notification of delinquency is given personally, electronically mailed, or
992 mailed to such Member by the Secretary of the FIDO Alliance. A Member may avoid such
993 termination by paying the amount of delinquent dues within a thirty (30) day period following the
994 Member's receipt of the written notification of delinquency. Further, the Board may toll this
995 thirty (30) day period.

996 **7.3 Effect of Termination**

997 Upon any termination of this Agreement, Sections 5, 6 and 12 will survive such termination and
998 the Signatory's and its Related Entities' Promise under Sections 6.2.1.1 and 12.3.1.1 shall only
999 apply to those Specifications that were approved as a Proposed Standard Specification on or
1000 before the effective date of such termination. Upon any withdrawal from this Agreement by a
1001 Related Entity of the Signatory in accordance with Section 7.1, such Related Entity's obligations
1002 under Sections 5, 6 and 12 will survive such withdrawal, provided that the Related Entity's
1003 Promise under Sections 6.2.1.1 and 12.3.1.1 shall only apply to those Specifications that were
1004 accepted as Proposed Standard Specification on or before the effective date of such withdrawal.
1005 Notwithstanding the foregoing, if the Board and the Executive Council dissolve the FIDO
1006 Alliance pursuant to Section 3.1, the Signatory's and its Related Entities' Promise under Sections
1007 6.2.1.1 and 12.3.1.1 shall only apply to those Specifications that were accepted as a Proposed
1008 Standard Specification on or before the effective date of such dissolution.

1009 **8 Export Compliance**

1010 The Signatory represents and warrants that its Contributions to the Specification were developed
1011 in a compliance with all applicable export control regulations. The Signatory agrees that none of
1012 the Specifications, Requirements documents, or Other Publications, nor any direct product
1013 therefrom, is being or will be acquired for, shipped, transferred, or re-exported, directly or

1014 indirectly, to proscribed or embargoed countries or their nationals, as applicable to the Signatory,
1015 unless authorized by the appropriate authority. The Signatory agrees to comply strictly with all
1016 applicable export laws and assumes sole responsibility for obtaining licenses to export or re-
1017 export as may be required.

1018 **9 Membership Provisions**

1019 **9.1 Determination, Rights and Obligations of Members**

1020 The FIDO Alliance shall have such classes of membership as set forth by Section 11. No
1021 Member shall hold more than one (1) membership in the FIDO Alliance, though a particular
1022 Related Entity may have one (1) membership in its own right. A Member and any of its Related
1023 Entities that are also Members shall be deemed one (1) Member for voting purposes and shall be
1024 entitled to only one (1) vote on any matter in any body.

1025 Among the benefits generally to be afforded to the Members are the right to attend meetings of
1026 the Members of the FIDO Alliance, access to Contributions; Deliverables, in draft or final form;
1027 and other documents as may be approved by the Board, and access to the general Member
1028 portions of the FIDO Alliance's web site.

1029 All Members must abide by the Bylaws of the FIDO Alliance, the Membership Agreement, and
1030 any policies, guidelines or procedures adopted by the Board.

1031

1032 **9.2 Qualifications for Membership**

1033 The qualifications for membership in this FIDO Alliance are as follows:

1034 Any organization supportive of the FIDO Alliance's purposes and not otherwise prohibited by
1035 treaty, law or regulation from abiding by the terms of this Membership Agreement and who meets
1036 the membership criteria and pays the annual dues as set forth in the Schedule of Fees and Dues
1037 applicable to its membership classification, subject to provided payment terms.

1038 **9.3 Admission to Membership**

1039 Applicants qualified under Section 9.2, above, shall be admitted to membership upon affirmation
1040 of the Bylaws, the execution of a Membership Agreement and any relevant Attachments,
1041 payment of the applicable annual dues as set forth in the Schedule of Fees and Dues, and approval
1042 of the Board.

1043 **9.4 Fees and Dues**

1044 The annual dues payable to the FIDO Alliance by each class of Members shall be established and
1045 may be changed from time to time by resolution of the Board. Initial dues shall be due and
1046 payable upon the Member's execution of the Membership Agreement and approval by the Board.
1047 Thereafter, yearly dues shall be due and payable as specified in the Schedule of Fees and Dues. If
1048 any Member is ninety (90) days delinquent in the payment of dues, such Member's rights shall be
1049 deemed suspended upon written notice from the FIDO Alliance until all delinquent dues are paid.

1050 **9.5 Number of Members**

1051 There is no limit on the number of Members the FIDO Alliance may admit. The Board may,
1052 however, in its sole discretion limit the number of Board Members and Sponsor Members so long
1053 as such limitations are not imposed for the purpose of excluding otherwise qualified applicants

1054 for such membership classification.

1055 **9.6 Membership Roll**

1056 The FIDO Alliance shall keep a membership roll containing the name and address, including
1057 electronic mail addresses, of each Member, the date upon which the applicant became a Member,
1058 and the name of one (1) individual from each Member FIDO Alliance who shall serve as a
1059 primary contact for the FIDO Alliance, receive all correspondence and information, and vote on
1060 all issues submitted to a vote of the Members. Termination of the membership of any Member
1061 shall be recorded in the roll, together with the date of termination of such membership.

1062 **9.7 Nontransferability of Memberships**

1063 A Member may not transfer, assign or sublicense any of its rights or obligations under the Bylaws
1064 or this Membership Agreement without the prior written approval of the Board, unless otherwise
1065 permitted in the Membership Agreement. A third party further may not assume any of a
1066 Member's rights or obligations under the Bylaws or this Membership Agreement incident to a
1067 change of Control of Member, without the written consent of the Board. Any attempted transfer
1068 by a Member in violation of this Section shall be null and void.

1069 **10 Meetings of Members**

1070 **10.1 All Member Meeting(s)**

1071 There shall be at least one meeting of the Members per calendar year All Board and Sponsor
1072 Members shall be invited to attend every All Member Meeting. Associate Members may attend
1073 any one All Member Meeting of their choosing. All Members who attend an All Member
1074 Meeting may be full participants in any plenary sessions of that meeting, but shall only be
1075 permitted observer attendance rights in any Working Group sessions of that meeting wherein they
1076 are not Participants.

1077 **10.2 Place of Meetings**

1078 Meetings of Members shall be designated from time to time by resolution of the Board, which
1079 resolution shall specify the meeting place and time. At the discretion of the Board, meetings may
1080 be held in person or by any combination of audio, teleconferencing, or videoconferencing
1081 techniques.

1082 **10.3 Notice of Meetings**

1083 Unless otherwise provided by the Bylaws, this Membership Agreement or provisions of law,
1084 notice stating the place, day and hour of the Members' meeting shall be provided not less than
1085 thirty (30) days in advance thereof.

1086 The primary means for the provision of notice shall be via electronic mail to the Member at the
1087 electronic mail address as it appears on the records of the FIDO Alliance.

1088 Whenever any notice of a meeting is required to be given to any Member of this FIDO Alliance
1089 under the Bylaws or this Membership Agreement, a waiver of notice in writing signed by the
1090 Member, whether before or after the time of the meeting, shall be equivalent to the giving of such
1091 notice.

1092 **10.4 Member Action**

1093 All Member actions and decisions shall be advisory in nature only and shall not be binding upon

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1094 the Board.

1095 **10.5 Member Action at Meetings**

1096 Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by
1097 audio, videoconferencing or teleconferencing techniques, unless otherwise required. Written
1098 confirmation of any and all ballot results shall be maintained with the FIDO Alliance's minutes.

1099 **10.6 Action by Written Ballot**

1100 Except as otherwise provided under the Bylaws, Membership Agreement or provisions of law,
1101 any action which may be taken at any meeting of Members may be taken without a meeting or in
1102 conjunction with a meeting if the FIDO Alliance distributes a written ballot to each Member
1103 entitled to a vote. Ballots shall be mailed or delivered in the same manner required for giving
1104 notice of membership meetings as specified in the Bylaws or this Membership Agreement.

1105 **10.7 Conduct of Meetings**

1106 Meetings of Members shall be presided over by the Executive Director of the FIDO Alliance or,
1107 in his or her absence by a Board Member designated by the Board. The Secretary of the FIDO
1108 Alliance shall act as Secretary of all meetings of Members. In the absence of the Secretary, the
1109 presiding officer shall appoint another person to act as Secretary for that meeting.

1110 Meetings shall be governed by such procedures as may be approved from time to time by the
1111 Board, insofar as such rules are not inconsistent with the Bylaws, this Membership Agreement or
1112 with provisions of law.

1113 **11 Membership Classifications**

1114 **11.1 Board Member**

1115 The FIDO Alliance shall have Board Members. A Board Member must be a corporation,
1116 partnership, joint venture, trust, limited liability company, business association, governmental
1117 entity or other entity. All Board Members must execute a Membership Agreement and any
1118 relevant Attachments thereto and pay the fees called for in the Schedule of Fees and Dues. Once
1119 approved by the Board, all Board Members shall be entitled to all rights and bound to the
1120 obligations generally afforded and imposed upon all Members. In addition, Board Members shall
1121 be granted the specific additional rights stated in this Section 11.1 and shall be subject to the
1122 obligations stated in the Membership Agreement and any relevant Attachments thereto.

1123 Among other benefits specifically afforded to Board Members who remain in Good Standing are:

- 1124 (1) to be a member qualified to designate persons as Delegates;
- 1125 (2) to be listed (with a hyperlink to the Board Member's web site) as a Board Member on the
1126 FIDO Alliance's web site;
- 1127 (3) to access any and all portions of the FIDO Alliance's web site and any electronic
1128 transmissions therefrom via mailing list. This right includes access to any "Board Members
1129 only", "Sponsors only" and "Members only" discussion groups and the FIDO Alliance's mailing
1130 lists (subject to any privacy policy that the FIDO Alliance may adopt);
- 1131 (4) to access "Members only" information, including but not limited to all Contributions; all
1132 Specifications, Requirements and Other Publications, in draft or final form; and internal working
1133 documents of Working Groups on which the Board Member serves;
- 1134 (5) to serve as chair of any Working Group subject to any procedures for that Working Group;
- 1135 (6) to participate in the activities of any Working Group subject to any procedures for that

1136 Working Group;
 1137 (8) to obtain technical support if such technical support is provided by the FIDO Alliance;
 1138 (9) subject to procedures of the Board, to review and comment on Deliverables of the FIDO
 1139 Alliance prior to their adoption by the FIDO Alliance;
 1140 (10) to have the preferential right of first refusal (prior to Sponsors and Associates) to actively
 1141 participate in the FIDO Alliance's marketing and promotional activities at trade shows and other
 1142 industry events;
 1143 In addition to the foregoing, the Board may from time to time approve other benefits to which all
 1144 Board Members may be entitled.

1145 **11.2 Sponsor Member**

1146 The FIDO Alliance shall have Sponsor Members. Admission as a Sponsor Member shall be open
 1147 to any corporation, partnership, joint venture, trust, limited liability company, business
 1148 association, governmental entity or other entity. All Sponsor Members must execute a
 1149 Membership Agreement and any relevant Attachments and pay the fees called for in the Schedule
 1150 of Fees and Dues for Sponsor Members. Once approved by the Board, all Sponsor Members
 1151 shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all
 1152 Members. In addition, Sponsor Members shall be subject to the obligations stated in the
 1153 Membership Agreement and any relevant Attachments thereto.

1154 Among other benefits specifically afforded to Sponsor Members who remain in Good Standing
 1155 are:

1156 (1) to be listed as a Sponsor Member on the FIDO Alliance's web site;
 1157 (2) to access the FIDO Alliance's web site and any electronic transmissions therefrom via mailing
 1158 list. This right includes access to any "Sponsor only" and "Members only" discussion groups and
 1159 the FIDO Alliance's mailing lists (subject to any privacy policy that the FIDO Alliance may
 1160 adopt);
 1161 (3) to access "Members only" information, including all Specifications, in Review Draft and
 1162 above form; Requirements in Review Draft form; Other Publications in draft or final form; and
 1163 internal working documents of the Working Groups on which the Sponsor serves;
 1164 (4) to participate in the activities any Working Groups subject to procedures for that Working
 1165 Group;
 1166 (5) to receive technical support when such services are provided by the FIDO Alliance; and
 1167 (6) subject to procedures of the Board, to review and comment on Deliverables of the FIDO
 1168 Alliance prior to their adoption by the FIDO Alliance.

1169
 1170 In addition to the foregoing, the Board may from time to time approve other benefits to which all
 1171 Sponsor Members may be entitled.

1172 **11.3 Associate Member**

1173 The FIDO Alliance shall have Associates. Admission as an Associate shall be open to any
 1174 corporation, partnership, joint venture, trust, limited liability company, business association,
 1175 governmental entity or other entity. All Associates must execute a Membership Agreement and
 1176 any relevant Attachments thereto and pay the fees called for in the Schedule of Fees and Dues for
 1177 Associates. Once approved by the Board, all Associates shall be entitled to all rights and bound
 1178 to the obligations generally afforded and imposed upon all Members. In addition, Associates
 1179 shall be subject to the obligations stated in the Membership Agreement and any relevant
 1180 Attachments thereto.

1181 Among other benefits specifically afforded to Associates who remain in Good Standing are:

1182 (1) to be listed as a Member on the FIDO Alliance's web site;

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- 1183 (2) to access the FIDO Alliance’s web site and any electronic transmissions therefrom via mailing
 1184 list. This right includes access to the “Members only” discussion groups and the FIDO Alliance’s
 1185 mailing lists (subject to any privacy policy that the FIDO Alliance may adopt);
 1186 (3) to access “Members only” information, including all Specifications in Review Draft or above
 1187 form;
 1188 (4) upon invitation from a Working Group Chair, to participate in the activities any Working
 1189 Groups subject to procedures for that Working Group and without the right to vote on any
 1190 Working Group matters;
 1191 and
 1192 (5) attend any one All Member Meeting per calendar year, of their choosing, subject to
 1193 registration fees.
 1194

1195 In addition to the foregoing, the Board may from time to time approve other benefits to which all
 1196 Associates may be entitled.

1197 **11.4 Government Member**

1198 **11.4.1 Rights and Benefits**

1199 The FIDO Alliance shall have Government Members. Admission as a Government Member shall
 1200 be open to only agencies, instrumentalities or departments of the federal or national government
 1201 of the country of the agency, instrumentality or department. All Government Members must
 1202 execute a Membership Agreement and any relevant Attachments and pay the fees called for in the
 1203 Schedule of Fees and Dues for Government Members. Once approved by the Board, all
 1204 Government Members shall be entitled to all rights and bound to the obligations generally
 1205 afforded and imposed upon all Members. In addition, Government Members shall be subject to
 1206 the obligations stated in the Membership Agreement and any relevant Attachments thereto.

1207 Among other benefits specifically afforded to Government Members who remain in Good
 1208 Standing are:

- 1209 (1) to be listed as a Government Member on the FIDO Alliance’s web site;
 1210 (2) to access the FIDO Alliance’s web site and any electronic transmissions therefrom via mailing
 1211 list. This right includes access to any “Sponsor Only,” “Government only” and “Members only”
 1212 discussion groups and the FIDO Alliance’s mailing lists (subject to any privacy policy that the
 1213 FIDO Alliance may adopt);
 1214 (3) to access “Members only” information, including all Specifications, in Review Draft and
 1215 above form; Requirements in Review Draft form; Other Publications in draft or final form; and
 1216 internal working documents of the Working Groups on which the Government Member serves;
 1217 (4) to participate in the activities any Working Groups subject to procedures for that Working
 1218 Group but without the right to vote on any Working Group matters;
 1219 (5) to attend and participate in certification testing conducted by the FIDO Alliance;
 1220 (6) to receive technical support when such services are provided by the FIDO Alliance; and
 1221 (7) subject to procedures of the Board, to review and comment on Deliverables of the FIDO
 1222 Alliance prior to their adoption by the FIDO Alliance.
 1223

1224 In addition to the foregoing, the Board may from time to time approve other benefits to which all
 1225 Government Members may be entitled.

1226 **11.4.2 Changed Agreement Terms**

1227 For Government Members the following terms apply, notwithstanding any conflicting term in this
 1228 Membership Agreement. Section 3.4 is overridden so that the federal or national laws of the

1229 Government Member's country shall govern and be used to interpret this Membership Agreement
1230 and any provisions of the Agreement that are inconsistent with the federal or national laws of the
1231 Government Member's country shall not apply. Section 3.5 is overridden so that mediation may
1232 not be demanded and that any dispute, including judicial proceedings, will be resolved at a
1233 mutually agreeable venue. With regard to Section 3.7, any use of the Government Member's
1234 name shall not appear to be an endorsement of any product or service and any use of the
1235 Government Member's logo shall only be done according to a separate written agreement
1236 between the Government Member and FIDO. With regard to Section 6.1, it is understood that
1237 works of the Government Member may be subject to relevant federal or national law so that the
1238 works may not be subject to copyright protection and therefore there is nothing to grant under
1239 Section 6.1. Equally, if the federal or national laws of the Government Member's country make
1240 provision for copyright protection for government-originated material, the licensing arrangements
1241 pertaining in that country for such material shall apply. With regard to Sections 6.8 and 8, the
1242 representations made therein are good faith representations and the warranties made therein are
1243 changed to good faith representations.

1244 **12 Legacy Patent Terms**

1245 **12.1 Introduction**

1246 This Section 12 shall only apply to all Members and their Related Entities which were Members
1247 and any Proposed Standard Specifications which existed as of the Patent Policy Transition Date.
1248 The purpose of this Section 12 is to continue the original FIDO Alliance Promise which was
1249 applicable to all Members and their Related Entities. This Section 12 shall not apply to any
1250 Members joining the FIDO Alliance after the Patent Policy Transition Date. If any definitions or
1251 terms of this Section 12 conflict with definitions or terms in other Sections in this Agreement, the
1252 definitions and terms of this Section 12 apply to this Section 12 only.

1253 **12.2 Definitions**

1254 "**Authorized Manufacturer**" means an entity which manufactures devices which implement a
1255 Proposed Standard Specification for or on behalf of a Bound Entity.

1256 "**Authorized Subcontractor**" means an entity performing services for a Bound Entity, where such
1257 services relate directly to implementation of a Proposed Standard Specification or to performance
1258 of Public Permitted Uses.

1259 "**Covered Third Party**" means a user or customer of a Bound Entity, an Authorized Manufacturer
1260 (but only with regard to devices actually manufactured for a Bound Entity), an Authorized
1261 Subcontractor (but only with regard to services provided directly to a Bound Entity), or any entity
1262 to which such Bound Entity owes an obligation to indemnify such entity from and against claims
1263 of infringement by Working Group Permitted Uses or Public Permitted Uses.

1264 "**Granted Claims**" means, with respect to a Member and its Related Entities, those patent
1265 claims (a) that such Member and its Related Entities own or control, including (i) those patent
1266 claims the Member or its Related Entities acquire or control after the Date but on or before the
1267 termination of this Agreement or (ii) the applications whose priority dates are on or before two
1268 (2) months after the termination of this Agreement, (b) that are necessarily infringed by a
1269 compliant implementation of the Normative Requirements of a version of a Proposed Standard

1270 to the extent it is within the relevant scope of work established for its development by the
1271 relevant Working Group, where such infringement could not have been avoided by another
1272 commercially reasonable non-infringing alternative compliant implementation of such
1273 Proposed Standard Specification, and (c) the primary purpose of the relevant portion of the
1274 implementation is to enable authentication security in a manner consistent with the Mission.
1275 The Member and its Related Entities' Granted Claims include only those patent claims that are
1276 infringed by the compliant implementation of the Normative Requirements of the Proposed
1277 Standard Specification, where such Proposed Standard Specification is approved as a Proposed
1278 Standard Specification while one or more of the Member and its Related Entities is
1279 participating in the Working Group associated with such Proposed Standard Specification.
1280 Notwithstanding anything else in this Agreement, "Granted Claims" shall not include: (1)
1281 claims on enabling technologies or algorithms that may be necessary to make or use any
1282 product or portion thereof that complies with the Proposed Standard Specification and are not
1283 themselves expressly set forth in such Proposed Standard Specification (for example and
1284 without limitation, semiconductor manufacturing technology, compiler technology, object-
1285 oriented technology, basic operating system technology, programming instructions,
1286 compression formats, encryption formats and data processing); (2) claims on published
1287 standards developed elsewhere and merely referred to in the body of the Proposed Standard
1288 Specification, (3) claims on any portion of any product and any combinations thereof the
1289 purpose or function of which is not required for compliance with required portions of the
1290 Proposed Standard Specification, (4) claims which, if licensed, would require a payment of
1291 royalties by the licensor to unaffiliated third parties; and (5) claims on design patents and
1292 design registrations. Granted Claims do not include any claims other than those set forth above
1293 even if contained in the same patent as Granted Claims. For purposes of this definition, a
1294 Proposed Standard Specification shall be deemed to include only architectural and
1295 interconnection requirements essential for interoperability and shall not include any
1296 implementation examples unless such implementation examples are expressly identified as
1297 being Normative Requirements of the Proposed Standard Specification.

1298 "**Proposed Standard Specification**" Proposed Standard status applies only to Specifications.
1299 Some deliverables will be Specifications intended for submission to an external standards
1300 development organization such as the IETF, and/or intended for implementation by non-
1301 Members. Only Proposed Standard Specifications are candidates for implementation by non-
1302 Members or submission to external standards development organizations. If the Board has
1303 determined, in cooperation with the Working Group that authored the Specification, that such
1304 Specification is ready for Proposed Standard Specification status, the Board shall vote on whether
1305 to make such candidate a Proposed Standard Specification. Approval by the Board requires a
1306 Full Supermajority Vote of the Board. Any Proposed Standard Specification may be submitted to
1307 the IETF or other standards development organization, with appropriate IPR grants, by a Full
1308 Supermajority Vote of the Board.

1309 "**Public Permitted Uses**" means making, using, selling, offering for sale, importing or distributing
1310 any compliant implementation of a Proposed Standard Specification, 1) only to the extent it
1311 implements the Normative Requirements of the Proposed Standard Specification and 2) so long
1312 as all required portions of the Proposed Standard Specification are implemented. Public_Permitted

1313 Uses do not extend to any portion of an implementation that is not included in the Normative
1314 Requirements of a Proposed Standard Specification.

1315 **12.3 Patents**

1316 This Section 12.3 sets forth the terms under which Bound Entities make certain patent rights
1317 available to the Public for Public Permitted Uses.

1318 **12.3.1 Patent Non-Assert**

1319 **12.3.1.1 The Promise**

1320 For each Working Group in which one or more Bound Entities participates, Signatory, on behalf
1321 of itself, all its Related Entities and its and their successors in interest and assigns, promises not to
1322 assert its or its Related Entity's Granted Claims against any Participant in such Working Group
1323 for its Public Permitted Uses, subject to the terms and conditions of this Agreement. This is a
1324 personal promise directly from each Bound Entity to each Participant in such Working Group,
1325 and each Bound Entity represents to such Participant, and such Participant acknowledges as a
1326 condition of benefiting from it that no rights from such Bound Entity are received from suppliers,
1327 distributors, or otherwise in connection with this promise. These promises also apply to each
1328 Participant's Public Permitted Uses of any other specifications incorporating all required portions
1329 of the Specification.

1330 If the Signatory is not a Participant in a particular Working Group, and the Board has approved a
1331 particular Proposed Standard Specification, such Signatory shall be bound by the promise set
1332 forth in this Section 12.3.1.1 with respect to only such Proposed Standard Specification, in which
1333 case (i) the Signatory, on behalf of itself and all its Related Entities, promises not to assert its or
1334 its Related Entity's Granted Claims against any Public Permitted Uses, subject to the terms and
1335 conditions of this Agreement and (ii) the Signatory will be deemed a Participant in such Working
1336 Group solely for the purposes of this Section 12.3 as applicable solely to such Proposed Standard
1337 Specification.

1338 Once the Board has approved a Proposed Standard Specification, the Board may elect, by a Full
1339 Supermajority Vote, to expand the scope of the beneficiaries of this promise to any party in the
1340 world (whether or not such party is a Participant). In such case, the Signatory, on behalf of itself,
1341 all its Related Entities and its and their successors in interest and assigns, irrevocably (except as
1342 provided in Section 12.3.1.2.1 or other otherwise herein) promises not to assert its or its Related
1343 Entity's Granted Claims against any party in the world for its Public Permitted Uses, subject to
1344 the terms and conditions of this Agreement.

1345 **12.3.1.2 Termination**

1346 **12.3.1.2.1 As a Result of Claims by Promisee**

1347 All rights, grants, and promises made by Bound Entities to a particular Participant or, if the Board
1348 has expanded the promise to any party in the world pursuant to Section 12.3.1.1, any party in the
1349 world and that party's Related Entities (each of the Bound Entities and each party and that party's
1350 Related Entities to which the promise is expanded is designated as a "Promisee" for purposes of

1351 this Section 12.3.1.2.1), under this Agreement are terminated and such Promisee relinquishes any
1352 rights, grants, and promises such Promisee has received for the Specification from each Bound
1353 Entity if such Promisee voluntarily files, maintains, or participates in a lawsuit against any Bound
1354 Entity or Covered Third Party asserting that such Bound Entity's or Covered Third Party's Public
1355 Permitted Uses infringe any patent claims owned or controlled by such Promisee, unless that suit
1356 was in response to a corresponding suit first brought against such Promisee.

1357 **12.3.1.2.2 As a Result of Claims by the Signatory or its Related Entities**

1358 If the Signatory or any of its Related Entities voluntarily files, maintains, or participates in a
1359 lawsuit asserting that a Public Permitted Use infringes any Granted Claims of the Signatory or its
1360 Related Entities, then all rights, grants, and promises made by each Participant in the Working
1361 Group associated with the Specification to the Signatory and its Related Entities under this
1362 Agreement are terminated and the Signatory and its Related Entities relinquish any rights, grants,
1363 and promises the Signatory and its Related Entities have received for the Specification from each
1364 Participant, unless, with respect to a particular Participant, a) the Signatory's promise to such
1365 Participant was terminated pursuant to Section 12.3.1.2.1, or b) that suit was in response to a
1366 corresponding suit first brought by such Participant against the Signatory or any of its Related
1367 Entities or Covered Third Parties.

1368 **12.3.1.3 Additional Conditions**

1369 This promise is not an assurance (i) that any of Bound Entity's copyrights or issued patent claims
1370 cover an implementation of a Specification or are valid or enforceable or (ii) that an
1371 implementation of a Specification would not infringe intellectual property rights of any third
1372 party. Notwithstanding the personal nature of Bound Entity's promise, Bound Entity's promise is
1373 intended to be binding on any future owner, assignee or exclusive licensee to whom has been
1374 given the right to enforce any Granted Claims against third parties, and Bound Entity will take
1375 such reasonable steps as Bound Entity can to make Bound Entity's promise binding on such
1376 future owner, assignee or exclusive licensee.

1377 **12.3.1.4 Bankruptcy**

1378 Solely for purposes of Section 365(n) of Title 11, United States Bankruptcy Code and any
1379 equivalent law in any foreign jurisdiction, this promise will be treated as if it were a license and
1380 Participant may elect to retain Participant's rights under this promise if Bound Entity (or any
1381 owner of any patents or patent applications referenced herein), as a debtor in possession, or a
1382 bankruptcy trustee, reject the non-assert under Section 12.3.1.1.

1383 **12.3.2 Commitment.**

1384 In addition to rights each Bound Entity grants in this Agreement, including without limitation in
1385 Paragraph 12.3.1.1, on behalf of itself and its successors in interest and assigns such Bound
1386 Entity agrees that if it transfers or assigns a patent containing a Granted Claim, it will do so only
1387 on condition that the future owner or assignee enters into a binding written agreement that binds
1388 such future owner or assignee to the terms of Section 12.3 with respect to the assigned patent.

1389

1390 **13 Membership Information, Signature & Pre-Requisites**

1391 **13.1 Membership Contact Information & Representation**

1392

1393

1394 _____
(MEMBER Name)

1395

1396 _____
(Primary Representative Name and email address)

1397

1398 _____

1399 (Patent legal counsel for Member and postal address)

1400 Desired Membership Level:

1401 Associate (fewer than 100 employees)

1402 Associate (greater than 100 employees)

1403 Sponsor

1404 Government

1405

1406 _____
(Mailing Address)

1407

1408 _____
(Billing Contact name and email address)

1409 If you wish to participate in these areas of the FIDO Alliance, please complete the information
1410 below:

1411

1412 **Marketing and PR:**

1413

1414 _____

1415 (Marketing Contact name and email address)

1416

1417 _____

1418 (PR Contact name and email address)

1419

1420 **Public Policy:**

1421

1422 _____

1423 (Government Affairs/Public Policy Contact name and email address)

1424

1425 **13.2 Signing Instructions.**

1426

1427 **On Behalf of Signatory applying for Membership:**

1428 Corporate/Entity. If you are signing this Agreement on behalf of a corporation, employer,
1429 partnership, or similar legal entity, ensure that an authorized individual signs this Agreement and
1430 identifies the entity that will be granting rights under this Agreement as the Signatory.

1431

1432 _____

1433 (Signatory Name Typed or Printed)

1434

1435 By: _____

1436 (Authorized Signature)

1437

1438 _____

1439 (Print Name of person signing above)

1440

1441 **Date signed:** _____

1442 **On Behalf of FIDO Alliance**

1443 **By:** _____

1444 (Authorized Signature)

1445

1446 _____

1447 (Print Name of person signing above)

1448

1449 **Date signed:** _____

1450

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