

RightPlug Alliance, Inc. (“RightPlug Alliance”), seeks to ensure that, to the greatest extent practicable, the work product it develops, including but not limited to, the RightPlug Standard, white papers and publications, remain vendor neutral and open, while at the same time recognizing and protecting the legitimate intellectual property of RightPlug Alliance Members (“Members”).

The purpose of this intellectual property policy (“Policy”) is to provide clear rules regarding the rights and obligations of all Members regarding intellectual property in order to promote the ongoing development, adoption and widest possible deployment of the RightPlug Standard and Compliant products.

Agreement with, and continued compliance with, the provisions of this Policy, as may be amended from time to time, is a condition to membership in RightPlug Alliance.

1. Definitions

“**Affiliate**” means, without limitation, any entity or organization that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, any Member.

“**Compliant**” means any product or technology that meets all mandatory provisions, and where optional provisions exist and are implemented in said product, fully meets said optional provisions, of the Released Standard.

“**Contribution**” means any material, concept, information, suggestion, or any other submission made, or work product developed in the context any RightPlug Alliance activity, or preparation or follow-up of any such activity, anywhere in the world, provided that any submission is made, or work product is developed in writing or other tangible form of expression including print, facsimile transmission or electronic medium including but not limited to email, online meetings, digital documents and discussion forums.

“**FRAND License**” means a non-exclusive license to Necessary Claims on fair, reasonable and non-discriminatory terms and conditions, without a right to sublicense, to make, have made, use, sell, lease, promote or otherwise distribute Compliant products or technology. Such license shall be transferrable by licensee, only with written consent of licensor, and only to a party eligible to receive a FRAND license under the terms and conditions of this Policy.

“**Member**” means any member, or group of members, or representative or representatives thereof, collectively or individually as applicable, of RightPlug Alliance.

“**Necessary Claims**” means claims of any patent(s) or patent application(s) throughout the world, already in existence, or hereafter filed that (a) are owned or controlled by Member or any Affiliate thereof now or at any future time and (b) are necessarily infringed by implementing any provision of the Released Standard because there is no non-infringing alternative for implementing said provision and still being Compliant. Necessary Claims do not include any claims: (a) that may be contained in the same patent as Necessary Claims but are not themselves Necessary Claims; (b) that may read on any portions of any product and any combinations thereof that are not required for compliance with the specification; or (c) that relate to any enabling technologies (e.g. circuit designs, integrated circuits, manufacturing technology, development tools and platforms, test tools and platforms, connectivity protocols, application programs or the like) unless expressly described in the Released Standard.

“**Proposed Standard**” means any amendment or addition to the Released Standard, or any portion thereof, but not including the underlying Released Standard, submitted for review and adoption as part of the Released Standard.

“**Released Standard**” means the RightPlug Standard, or any portion thereof, that has been approved by RightPlug Alliance pursuant to the provisions of the RightPlug Alliance Bylaws.

“**RightPlug Alliance Mark**” means any trademark, certification mark, service mark, trade name or other mark whether registered nor not, owned or in already use by RightPlug Alliance, including any internet domain name, or any mark or name that is confusingly similar to any such mark or name.

2. RightPlug Alliance Marks

Member agrees to refrain from asserting ownership rights in any RightPlug Alliance Mark by assuming, reserving, registering, using, or otherwise claiming said RightPlug Alliance Mark.

Member agrees to use any RightPlug Alliance Mark only under the terms of a license issued to said Member.

3. Confidentiality of Member Information

Member acknowledges that neither RightPlug Alliance nor any other Member or other person that receives any information disclosed in the context any RightPlug Alliance activity, or preparation or follow-up of any such activity, has any obligation to keep such information confidential for the benefit of the disclosing Member, unless otherwise required by a confidentiality agreement in effect between disclosing and receiving parties.

Members are specifically advised that any such disclosure of information by Member may limit intellectual property claims to said information.

4. Confidentiality of RightPlug Alliance Information

Member acknowledges that all information, including but not limited to any proceeding, proposal and supporting material, Proposed Standard, or work product disclosed or developed in the context any RightPlug Alliance activity, or preparation or follow-up of any such activity, shall be kept confidential for the benefit of RightPlug Alliance unless otherwise authorized in writing for release by the board or designated representative thereof.

The following representatives are designated to authorize the release of the listed types of information;

- the Chair of any subcommittee for information disclosed or developed within or for said subcommittee,
- the Chair of any committee for information disclosed or developed within or for said committee or subcommittee thereof,
- the Board of Directors for information disclosed or developed within or for the board, any committee or subcommittee thereof.

5. Compensation-Free Copyright License

Member grants a worldwide, compensation free, irrevocable, perpetual, non-exclusive, non-transferable (except to a successor of substantially all of RightPlug Alliance business) copyright license to reproduce, publish, use, execute, display, distribute, sublicense to other standards organizations, and create derivative works of all or part of any Contribution by Member as of the date of contribution.

6. Copyright Ownership of RightPlug Standard

RightPlug Alliance shall own the copyright in the RightPlug Standard, any Proposed Standard, and any other publication or material developed by or for RightPlug Alliance, subject to any underlying copyright rights of any Member in any Contribution. RightPlug Alliance shall be authorized to exercise all rights of copyright ownership in the RightPlug Standard any Proposed Standard, and any other publication or material developed by or for RightPlug Alliance and shall be authorized to issue copyright licenses to reproduce, publish, display and distribute said materials.

7. Obligation to Issue License for Necessary Claims

Member agrees to issue a FRAND License to any Necessary Claims, to each other Member on request, upon such terms and conditions as may be agreed to between such Members. Any license issued under these provisions shall terminate upon the termination, cancellation or expiration of the membership of the licensee Member.

Member represents and warrants that it, or an Affiliate Member, has the power to bind its non-Member Affiliates, successors and assigns, to the forgoing FRAND license provisions. If Member breaches the forgoing representation and warranty such that Necessary Claims are not licensed as set forth in this policy, then Member shall indemnify and hold harmless RightPlug Alliance and any licensees of any affected Released Standard from and against any royalties, fees, liability or damages incurred as a result of the failure of any other Member to obtain such FRAND license. Member shall be liable for any acts or omissions if it's Affiliates, such that any breach of this policy by such Affiliates shall be deemed a breach hereof by Member.

8. Provisions to Avert Obligation to Issue License for Necessary Claims

Member shall be released from the obligation to issue a FRAND License to any Necessary Claims according to the terms of **Section 7** providing Member gives notice in writing using the form provided for the purpose and as amended from time to time, to RightPlug Alliance prior to any Proposed Standard containing material that could invoke the obligations of **Section 7** being approved as a Released Standard.

Member agrees that Member has the sole responsibility to review each Proposed Standard for potential commonalities with any patent rights that could be deemed Necessary Claims should said Proposed Standard be approved as a Released Standard.

Failure of Member to provide notification in accordance with these provisions, or failure to provide complete disclosure as required by said form, prior to said Proposed Standard being approved as Released Standard shall cause Member to remain bound by the obligations of **Section 7** with regard to Necessary Claims related to said Released Standard.

9. Disclosure of Third Party Patent Rights

Member has no obligation to disclose potentially relevant third party patent rights, although such disclosure is strongly recommended for the mutual benefit of RightPlug Alliance and its members.

Disclosure of a first Member's intellectual property by a second Member pursuant to these provisions, does not constitute disclosure by said first Member pursuant to the provisions of **Section 8**. Failure of said first Member to comply with all provisions of Section 8, shall cause said first Member to remain bound by the obligations of **Section 7**.

10. Restrictions on Competing or Incompatible Uses

Member agrees to refrain from licensing, or to permit the licensing of, any Necessary Claims subject to the requirements of **Section 7** to any Member or non-Member for use in products or technology that competes with the functionality of Compliant products or technology.

11. Survival

All terms of this policy shall survive termination, cancellation or expiration of membership of any Member except that;

Member is not obliged to issue FRAND licenses according to the provisions of Section 7 for Necessary Claims related to provisions of the RightPlug Standard adopted after the date of termination, cancellation or expiration of said Member's membership.

Member acknowledges that it has a perpetual obligation to issue licenses to Members for Necessary Claims related to provisions of the Released Standard adopted prior to the date of termination, cancellation or expiration of membership, and that such obligation, including the obligation of subsequent transfer of said obligation, shall be recognized and accepted as a condition of any transfer of ownership or control of said Necessary Claims.