

CA/BROWSER FORUM
Intellectual Property Rights Policy-- Interested Parties
(IPR-IP) v.1.0

1. Purpose and Scope

This CA/Browser Forum (CAB Forum) Intellectual Property Rights Policy for Interested Parties (IPR-IP) applies to Contributions made by Interested Parties (Contributors) when incorporated into Final Guidelines. In order to promote the widest adoption of its Guidelines, it is the policy of the CAB Forum that Essential Claims contained in Final Guidelines be made available to all implementers on a Royalty-Free (RF) basis, except as provided herein. Because the CAB Forum will ordinarily not approve a Guideline if it is aware that Essential Claims exist which are not available on RF terms, persons are encouraged to bring to the attention of the CAB Forum any known patent or pending patent application that might contain an Essential Claim.

2. Definitions.

“Affiliate” means an entity that directly or indirectly controls, is controlled by or is under common control with, another entity. **“Control”** means direct or indirect beneficial ownership of more than fifty percent of the voting stock, or decision-making authority in the event that there is no voting stock, in an entity.

“CAB Forum Royalty-Free License” is defined in Section 5.

“Contribution” means material made verbally or in a tangible form of expression (including in electronic media) provided to the CAB Forum for the purpose of incorporating such material into a Guideline. For a verbal contribution to be deemed a Contribution hereunder it must be memorialized within approved meeting minutes of the CAB Forum.

“Essential Claims” means all claims in any patent or patent application in any jurisdiction in the world that would necessarily be infringed by implementation of the Final Guideline. A claim is necessarily infringed hereunder only when it is not possible to avoid infringing it because there is no non-infringing alternative for implementing the Normative Requirement of the Final Guideline. Existence of a non-infringing alternative shall be judged based on the state of the art at the time Final Guideline is approved. For avoidance of doubt, if all the alternatives for performing a particular function or action would infringe claims of a patent or patent application, then all claims which cover such alternatives would be Essential Claims. Expressly excluded from Essential Claims are:

- a. any claims other than as set forth above, even if contained in the same patent as Essential Claims;
- b. claims which would be infringed only by: portions of an implementation that are not specified in the Normative Requirements of the Final Guideline, or enabling technologies that may be necessary to make or use any product or portion thereof that complies with the Final Guideline and are not themselves expressly set forth in the Final Guideline (e.g., semiconductor manufacturing technology, compiler technology, object-oriented technology, basic operating system technology, and the like);
- c. the implementation of technology developed elsewhere and merely incorporated by reference in the body of the Final Guideline; and
- d. design patents and design registrations.

“Final Guideline” means any version of a Guideline that has been approved pursuant to the CAB Forum process for approving Final Guidelines.

“Guideline” means a specification of the CAB Forum, including a draft, final or maintenance version, including any errata or amendment, regardless of whether or not published.

“Normative Requirements” means those portions of the Final Guideline that are expressly identified as required for compliance with the Final Guideline including those portions of an optional or alternative portion of the Final Guideline that are identified as required for compliance with such optional or alternative portion. For clarity, those portions of the Final Guideline, including any portions of an optional or alternative portion thereof, which are designated by the terms “must”, “shall”, “mandatory”, “normative” or “required” are expressly identified as being required for compliance under this definition.

3. Licensing Obligations of Contributors

The CAB Forum will maintain a record of Interested Party’s Contributions made for the purpose of incorporating material into a CAB Forum Guideline. Each Contributor agrees to make available:

- **for copyrightable material**—an irrevocable, worldwide, perpetual, royalty-free, nontransferable, nonexclusive right to reproduce, modify and distribute (in any and all print, electronic or other means of reproduction, storage or transmission) its Contributions for the purpose of developing and publishing Guidelines; and
- **for patentable material**—a CAB Forum Royalty-Free License to any Essential Claim consisting of such Contribution when incorporated into a Final Guideline pursuant to procedures of the CAB Forum and this IPR-IP.

These obligations are binding on the Interested Party for the life of the copyright or patent in question and encumber the copyright or patent regardless of: (a) whether the copyright or patent is owned by an affiliate or is licensed to the Interested Party without obligation of payment or other consideration to an unrelated third party, or (b) changes in the Interested Party’s participation status. Any document transferring a copyright or patent subject to this IPR-IP must include notices and restrictions to such effect.

4. Review of Guidelines and Licensing Exclusions

The CAB Forum Chair shall announce a sixty-day IPR Review Period for each Guideline during which each Contributor, on behalf of itself and its Affiliates, shall review and consider any licensing obligations with respect to any Essential Claims that may be encompassed by the Guideline. A Contributor must notify the CAB Forum during the IPR Review Period if it wishes to exclude an Essential Claim from a CAB Forum RF License (“Exclusion Notice”). The Exclusion Notice must contain an election either to (i) not grant a license, or (ii) provide a license meeting the requirements of Section 5 excepting therefrom subsection 5.e. If the Contributor does not elect (i) or (ii), the CAB Forum, among other actions taken, may recall the Guideline and amend any Normative Requirement that would otherwise infringe the Essential Claim.

The Exclusion Notice shall identify the issued patent or patent application by number(s) and title(s), if any. If an issued patent or pending patent application containing an Essential Claim is

not set forth in the Exclusion Notice, such Essential Claim shall continue to be subject to the CAB Forum RF License. The Exclusion Notice for unpublished patent applications must provide either: (i) the text of the filed application; or (ii) identification of the specific part(s) of the Guideline whose implementation makes the excluded claim an Essential Claim. If (ii) is chosen, the effect of the exclusion will be limited to the identified part(s) of the Guideline. Exclusion Notices shall be published at www.cabforum.org.

5. CAB Forum Royalty-Free (RF) Licensing Requirements

“CAB Forum RF License” means a non-assignable, non-sublicensable license to make, have made, use, sell, have sold, offer to sell, import, and distribute and dispose of Compliant Portions* (provided that such license need not extend to any part or function of a product other than the Compliant Portion therein in which a Compliant Portion is incorporated but that is not itself part of the Compliant Portion) of the Final Guideline that:

- a. shall be available to all, worldwide;
- b. shall extend to all Essential Claims owned or controlled by Contributor and/or its Affiliates;
- c. may be limited to implementations of the Final Guideline, and to what is required by the Final Guideline;
- d. may be conditioned on a grant of a reciprocal RF license (as defined in this policy) to all Essential Claims owned or controlled by the licensee or its Affiliates (a reciprocal license may be required to be available to all, and a reciprocal license may itself be conditioned on a further reciprocal license from all);
- e. may not be conditioned on payment of royalties, fees or other consideration;
- f. may be suspended with respect to any licensee when licensor is sued by licensee for infringement of claims essential to implement any CAB Forum Final Guideline;
- g. may not impose any further conditions or restrictions on the use of any technology, intellectual property rights, or other restrictions on behavior of the licensee, but may include reasonable, customary terms relating to operation or maintenance of the license relationship such as the following: choice of law and dispute resolution; and
- h. shall not be considered accepted by an implementer who manifests an intent **not** to accept the terms of this CAB Forum Royalty-Free License as offered by the licensor.

* “**Compliant Portion**” means only those specific portions of a product (hardware, software or combinations thereof) that implement and are compliant with all Normative Requirements of the Final Guideline (as applicable to such portions that are adopted) and that are within the bounds of the Scope. “Scope” means those protocols, APIs, data structures, and any other interface technologies solely to the extent disclosed in and required by a Final Guideline for the implementation of systems and methods for managing public/private keys and their associated certificates for securing or managing public/private keys and the implementation of systems and methods for obtaining and validating the accuracy and currency of data in support of certificate issuance, renewal and revocation. The Scope shall include only architectural and interconnection requirements of the Final Guideline and shall not include any implementation examples contained in the Final Guideline unless the Final Guideline expressly states that such implementation examples are to be included within the Scope of this Section 5.

The CAB Forum RF license conforming to the requirements herein shall be made available by the licensor and/or its Affiliates for the life of the patents in question, as long as the Final Guideline is in effect. If the Final Guideline is rescinded by the CAB Forum, then no new licenses need be granted but any licenses granted before the Final Guideline was rescinded shall remain in effect.

6. Representations and Warranties

To the extent personally known to the individual making a Contribution on behalf of a Contributor:

- a. there are no limits to Contributor's ability to make the grants, acknowledgments and agreements herein; and
- b. the Contribution does not contain source code that is intended to be incorporated as technical components of a Guideline; and
- c. the Contribution, if incorporated into a Final Guideline, will not subject the Final Guideline or implementations of the Final Guideline, in whole or in part, to licensing obligations, restrictions or requirements which are inconsistent with those set forth herein.

Agreement to CAB Forum Intellectual Property Rights Policy for Interested Parties (IPR-IP)

This IPR-IP Agreement is binding on all who participate in discussions of the Certification Authority/Browser Forum (CAB Forum). As a condition of participating in such discussions, and in consideration of the mutual promises herein, Contributor, even if not currently a Member of CAB Forum, agrees to all obligations set forth in the Intellectual Property Rights Policy for Interested Parties, v. 1.0.

By: _____
Signature Date

Print Name Title within Participant Organization (if any)*

PARTICIPANT - Organization Name (if entity) _____*

* If the individual signing this Agreement does so as agent for an Organization, and not as a natural person, then (1) he or she also represents and warrants that he or she has the authority to enter into this Agreement on behalf of Participant; (2) Participant represents and warrants that either: (a) it has the authority to enter into this Agreement on behalf of all Affiliates; (b) it has no Affiliates; or (c) each Affiliate has executed and delivered a signed Agreement to CABF, and (3) Participant agrees to enforce this Agreement's terms as to any of such Affiliate's Intellectual Property, including such terms as may properly be changed by CABF notice to Participant in accordance with the IPR Policy and under this Agreement.