



## **OASIS INTELLECTUAL PROPERTY RIGHTS POLICY**

**Approved by the OASIS Board of Directors January 20, 2005**

EXPLANATORY NOTE: The following OASIS IPR Policy is effective as of 15 April 2005. OASIS Technical Committees formed prior to that date will be required to transition to this Policy by 15 April 2007, in the manner provided in the IPR Transition Policy. However, committees that have not yet transitioned will continue to operate under the terms of the legacy OASIS IPR Policy. The version of the Policy applicable to each committee and its work product will be clearly marked on the public home page for that committee. A non-normative overview of this OASIS IPR Policy is available, as a supplemental resource, in the OASIS IPR FAQ.

### **1 INTRODUCTION**

The OASIS IPR (Intellectual Property Rights (IPR) Policy governs the treatment of intellectual property in the production of specifications and other works by OASIS Open (hereafter referred to as OASIS).

This Policy applies to all members of OASIS and their Affiliates (as defined below). The OASIS Board of Directors may amend this Policy at any time in its sole discretion. In the event of such change to this Policy, the Board will provide instructions for transition of membership and Technical Committees to the new Policy; however, no amendment to this Policy will be effective in less than 60 calendar days from the date that written notice of such amendment is given to the Member at its address of record with OASIS.

### **2 DEFINITIONS**

Each capitalized term within this document shall have the meaning provided below:

1. Affiliate - any entity that directly or indirectly controls, is controlled by, or is under common control with, another entity, so long as such control exists. In the event that such control ceases to exist, such Affiliate will be deemed to have withdrawn from OASIS pursuant to the terms set forth in the withdrawal provisions in Section 11. For purposes of this definition, with respect to a business entity, control means direct or indirect beneficial ownership of or the right to exercise (i) greater than fifty percent (50%) of the voting stock or equity in an entity; or (ii) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity in the event that there is no voting stock or equity.
2. Continuing Licensing Obligation – a licensing obligation, of the types defined by Section 9 of this Policy, which survives a TC Party's withdrawal from an OASIS Technical Committee.

3. Contribution - any material submitted to an OASIS Technical Committee by a TC Member in writing or electronically, whether in an in-person meeting or in any electronic conference or mailing list maintained by OASIS for the OASIS Technical Committee and which is or was proposed for inclusion in an OASIS Committee Specification or OASIS Standard.
4. Contribution Obligation – a licensing requirement, as described in Section 10 that results from making a Contribution as described in Section 9.1.
5. Contributor – a TC Party on whose behalf a Contribution is made by the TC Party’s TC Member.
6. Eligible Person - one of a class of individuals that include: persons holding individual memberships in OASIS, employees or designees of organizational members of OASIS, and such other persons as may be designated by the OASIS Board of Directors.
7. Essential Claims - those claims in any patent or patent application in any jurisdiction in the world that would necessarily be infringed by an implementation of those portions of a particular OASIS Committee Specification or OASIS Standard created within the scope of the TC charter in effect at the time such specification was developed. 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 Portions of that particular OASIS Committee Specification or OASIS Standard. Existence of a non-infringing alternative shall be judged based on the state of the art at the time the OASIS Specification is approved.
8. Feedback – any written or electronic input provided to an OASIS Technical Committee by individuals who are not TC Members and which is proposed for inclusion in an OASIS Committee Specification or OASIS Standard. All such Feedback must be made under the terms of the Feedback License (Appendix A).
9. IPR Mode – an element of an OASIS TC charter, which specifies the type of licenses required for any Essential Claims associated with the output produced by a given Technical Committee. This is further described in Section 4.
10. Licensed Products – include only those specific portions of a Licensee’s products (hardware, software or combinations thereof) that (a) implement and are compliant with all Normative Portions of an OASIS Committee Specification or OASIS Standard that must be implemented to comply with such specification, and (b) to the extent that the Licensee’s products implement one or more optional portions of such specification, those portions of Licensee’s products that implement and are compliant with all Normative Portions that must be implemented to comply with such optional portions of the specification.
11. Licensee – any organization, including its Affiliates as defined in this Policy, or individual that licenses Essential Claims from Obligated Parties for a particular OASIS Committee Specification or OASIS Standard. Licensees need not be OASIS members.
12. Normative Portion - a portion of an OASIS Committee Specification or OASIS Standard that must be implemented to comply with such specification. If such specification defines optional parts, Normative Portions include those portions of the optional part that must be implemented if the implementation is to comply with such optional part.

Examples and/or reference implementations and other specifications or standards that were developed outside the TC and which are referenced in the body of a particular OASIS Committee Specification or OASIS Standard that may be included in such specification are not Normative Portions.

13. OASIS Committee Draft – a draft technical work, designated as such, that has been approved by a Technical Committee within the scope of its charter as specified in the OASIS Technical Committee Process.
14. OASIS Committee Specification – a technical work, designated as such, that has been approved by a Technical Committee for public implementation.
15. OASIS Party – a member of OASIS (i.e., an entity that has executed an OASIS Membership Agreement) and its Affiliates.
16. OASIS Standard – an OASIS Committee Specification that has been submitted by a Technical Committee and reviewed and approved by the OASIS membership as specified in the OASIS Technical Committee Process.
17. OASIS TC Administrator - the person(s) appointed to represent OASIS in administrative matters relating to TCs as provided by the OASIS Technical Committee Process.
18. OASIS Technical Committee (TC) - a group of Eligible Persons formed, and whose actions are conducted, according to the provisions of the OASIS Technical Committee Process.
19. OASIS Technical Committee Process - the “OASIS OPEN TECHNICAL COMMITTEE PROCESS”, as from time to time amended, which describes the operation of Technical Committees at OASIS.
20. Obligated Party - a TC Party that incurs a licensing obligation for its Essential Claims by either a Contribution Obligation or a Participation Obligation.
21. Participation Obligation – a licensing requirement, as described in Section 10, that arises from membership in an OASIS Technical Committee, as described in Section 9.2.
22. RAND Mode TC – an OASIS TC that is chartered under the RAND IPR Mode described in Section 4.
23. RF Mode TC – an OASIS TC that is chartered under one of the RF IPR Modes described in Section 4.
24. TC Member – an Eligible Person who has completed the requirements to join a TC during the period in which s/he maintains his or her membership as described by the OASIS Technical Committee Process. A TC Member may represent the interests of a TC Party in the TC.
25. TC Party – an OASIS Party that is, or is represented by, a TC Member in the relevant Technical Committee.

### **3 CONFIDENTIALITY**

Neither Contributions nor Feedback that are subject to any requirement of confidentiality may be considered in any part of the OASIS Technical Committee Process. All Contributions

and Feedback will therefore be deemed to have been submitted on a non-confidential basis, notwithstanding any markings or representations to the contrary, and OASIS shall have no obligation to treat any such material as confidential.

#### **4 TC FORMATION**

At the time a TC is chartered, the proposal to form the TC must specify the IPR Mode under which the Technical Committee will operate. This Policy describes three (3) IPR Modes.

1. RAND – requires all Obligated Parties to license their Essential Claims using the RAND licensing elements described in Section 10.1.
2. RF on RAND Terms - requires all Obligated Parties to license their Essential Claims using the RF licensing elements described in Sections 10.2.1 and 10.2.2.
3. RF on Limited Terms - requires all Obligated Parties to license their Essential Claims using the RF licensing elements described in Sections 10.2.1 and 10.2.3.

A TC may not change its IPR Mode without closing and submitting a new charter.

#### **5 CONTRIBUTIONS**

##### **5.1 General**

At the time of submission of a Contribution for consideration by an OASIS Technical Committee, each named co-Contributor (and its respective Affiliates) is deemed to agree to the following terms and conditions and to make the following representations (based on the actual knowledge of the TC Member(s) making the Contribution, with respect to items 3 – 5 below, inclusive):

1. OASIS has no duty to publish or otherwise use or disseminate any Contribution.
2. OASIS may reference the name(s) of the Contributor(s) for the purpose of acknowledging and publishing the Contribution.
3. The Contribution properly identifies any holders of copyright interests in the Contribution.
4. No information in the Contribution is confidential, and OASIS may freely disclose any information in the Contribution.
5. There are no limits to the Contributor's ability to make the grants, acknowledgments, and agreements required by this Policy with respect to such Contribution.

##### **5.2 Copyright Licenses**

1. To the extent that a Contributor holds a copyright interest in its Contribution, such Contributor grants to OASIS a perpetual, irrevocable, non-exclusive, royalty-free, worldwide copyright license, with the right to directly and indirectly sublicense, to copy, publish, and distribute the Contribution in any way, and to prepare derivative works that are based on or incorporate all or part of the Contribution solely for the purpose of developing and promoting the OASIS Committee Specification or OASIS Standard and

enabling (subject to the rights of the owners of any Essential Claims) the implementation of the same by Licensees.

2. To the extent that a Contribution is subject to copyright by parties that are not Contributors, the submitter(s) must provide OASIS with a signed "Copyright License Grant" (Appendix B) from each such copyright owner whose permission would be required to permit OASIS to exercise the rights described in Appendix B.

### **5.3 Trademarks**

1. Trademarks or service marks that are not owned by OASIS shall not be used by OASIS, except as approved by the OASIS Board of Directors, to refer to work conducted at OASIS, including the use in the name of an OASIS TC, an OASIS Committee Specification or OASIS Standard, or incorporated into such work.
2. No OASIS Party may use an OASIS trademark or service mark in connection with an OASIS Committee Specification or OASIS Standard or otherwise, except in compliance with such license and usage guidelines as OASIS may from time to time require.

## **6 LIMITED PATENT COVENANT FOR SPECIFICATION DEVELOPMENT**

To permit TC Members and their TC Parties to develop implementations of OASIS Committee Drafts being developed by a TC, each TC Party represented by a TC Member in a TC, at such time that the TC Member joins the TC, grants to each other TC Party in that TC automatically and without further action on its part, and on an ongoing basis, a limited covenant not to assert any Essential Claims required to implement such draft specification and covering making or using (but not selling or otherwise distributing) Licensed Products that implement such draft specification, solely for the purpose of testing and developing such specification and only until either the specification is approved as an OASIS Committee Specification or the Technical Committee is closed.

## **7 FEEDBACK**

1. OASIS encourages Feedback to OASIS Committee Specifications or OASIS Standards from both OASIS Parties who are not TC Parties and the public at large. Feedback will be accepted only under the "Feedback License" (Appendix A).
2. OASIS will require that submitters of Feedback agree to the terms of the Feedback License before transmitting submitted Feedback to the Technical Committee.

## **8 DISCLOSURE**

1. Disclosure Obligations – Each TC Party shall disclose to OASIS in writing the existence of all patents and/or patent applications owned or claimed by such TC Party that are actually known to the TC Member directly participating in the TC, and which such TC Member believes may contain any Essential Claims or claims that might become Essential Claims upon approval of an OASIS Committee Specification or OASIS Standard as such document then exists (collectively, "Disclosed Claims").

2. Disclosure of Third Party Patent Claims - Each TC Party whose TC Members become aware of patents or patent applications owned or claimed by a third party that contain claims that might become Essential Claims upon approval of an OASIS Committee Specification or OASIS Standard should disclose them, provided that such disclosure is not prohibited by any confidentiality obligation binding upon them. It is understood that any TC Party that discloses third party patent claims to OASIS does not take a position on the essentiality or relevance of the third party claims to the specification.

In both cases (Sections 8.1 and 8.2), it is understood and agreed that such TC Party(s)' TC Member(s) do not represent that they know of all potentially pertinent claims of patents and patent applications owned or claimed by the TC Party or any third parties. For the avoidance of doubt, while the disclosure obligation under Sections 8.1 and 8.2 applies directly to all TC Parties, this obligation is triggered based on the actual knowledge of the TC Party's TC Members regarding the TC Party's patents or patent applications that may contain Essential Claims.

3. Disclosure Requests – Disclosure requests will be included as described in Section 14 with all public review copies of OASIS Committee Specifications or OASIS Standards (including drafts of such specifications). All OASIS Parties are encouraged to review these specifications and make appropriate disclosures.
4. Limitations – A disclosure request and the obligation to disclose set forth above do not imply any obligations on the recipients of disclosure requests (collectively or individually) or on any OASIS Party to perform or conduct patent searches. Nothing in this Policy nor the act of receiving a disclosure request for a draft or approved OASIS Committee Specification or OASIS Standard, regardless of whether it is responded to, shall be construed or otherwise interpreted as any kind of express or implied representation with respect to the existence or non-existence of patents or patent applications which contain Essential Claims, other than that such TC Party has acted in good faith with respect to its disclosure obligations.
5. Information - Any disclosure of Disclosed Claims shall include (a) in the case of issued patents and published patent applications, the patent or patent application publication number, the associated country and, as reasonably practicable, the relevant portions of the applicable draft or approved OASIS Committee Specification or OASIS Standard; and (b) in the case of unpublished patent applications, the existence of the unpublished application and, as reasonably practicable, the relevant portions of the applicable draft or approved OASIS Committee Specification or OASIS Standard.

## **9 TYPES OF OBLIGATIONS**

### **9.1 Contribution Obligation**

A TC Party has a Contribution Obligation, which arises at the time the Contribution is submitted to a TC, to license, as described in Section 10, any claims under its patents or patent applications that become Essential Claims when such Contribution is incorporated (either in whole or in part) into the OASIS Committee Specification or OASIS Standard produced by the TC that received the Contribution.

## **9.2 Participation Obligation**

A TC Party has a Participation Obligation to license, as described in Section 10, any claims under its patents or patent applications that would be Essential Claims in the then current OASIS Committee Draft, if that draft subsequently becomes an OASIS Committee Specification or OASIS Standard, even if the TC Party is not a Contributor, when all of the following conditions are met:

- An OASIS Committee Specification or OASIS Standard is finally approved that incorporates such OASIS Committee Draft, either in whole or in part;
- The TC Party has been on, or has been represented by TC Member(s) on such TC for a total of sixty (60) calendar days (except as specified in the Transition Policy), which need not be continuous;
- The TC Party is on, or is represented by TC Member(s) on such TC after a period of seven (7) calendar days after the ballot to approve such OASIS Committee Draft closes has elapsed.

For organizational TC Parties, the membership threshold is met by one or more employees or organizational designees of such Parties having been a TC Member on any 60 calendar days, although any given calendar day is only one day of membership, regardless of the number of participants on that day.

Each time a new OASIS Committee Draft is approved by the TC, the Participation Obligation adjusts to encompass the material in the latest OASIS Committee Draft seven days after such draft has been approved for publication.

## **10 LICENSING REQUIREMENTS**

### **10.1 RAND Mode TC Requirements**

For an OASIS Committee Specification or OASIS Standard developed by a RAND Mode TC, except where a Licensee has a separate, signed agreement under which the Essential Claims are licensed to such Licensee on more favorable terms and conditions than set forth in this section (in which case such separate signed agreement shall supersede this Limited Patent License), each Obligated Party in such TC hereby covenants that, upon request and subject to Section 11, it will grant to any OASIS Party or third party: a nonexclusive, worldwide, non-sublicensable, perpetual patent license (or an equivalent non-assertion covenant) under its Essential Claims covered by its Contribution Obligations or Participation Obligations on fair, reasonable, and non-discriminatory terms to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute Licensed Products that implement such specification. Such license need not extend to features of a Licensed Product that are not required to comply with the Normative Portions of such specification. For the sake of clarity, the rights set forth above include the right to directly or indirectly authorize a third party to make unmodified copies of the Licensee's Licensed Products and to license (optionally under the third party's license) the Licensee's Licensed Products within the scope of, and subject to the terms of, the Obligated Party's license.

At the election of the Obligated Party, such license may include a term requiring the Licensee to grant a reciprocal license to its Essential Claims (if any) covering the same OASIS Committee Specification or OASIS Standard. Such term may require the Licensee to grant licenses to all implementers of such specification. The Obligated Party may also include a term providing that such license may be suspended with respect to the Licensee if that Licensee first sues the Obligated Party for infringement by the Obligated Party of any of the Licensee's Essential Claims covering the same OASIS Committee Specification or OASIS Standard.

License terms that are fair, reasonable, and non-discriminatory beyond those specifically mentioned above are left to the Licensees and Obligated Parties involved.

## **10.2 RF Mode TC Requirements**

### **10.2.1 Common**

For an OASIS Committee Specification or OASIS Standard developed by an RF Mode TC, except where a Licensee has a separate, signed agreement under which the Essential Claims are licensed to such Licensee on more favorable terms and conditions than set forth in this section (in which case such separate signed agreement shall supersede this Limited Patent License), each Obligated Party in such TC hereby covenants that, upon request and subject to Section 11, it will grant to any OASIS Party or third party: a nonexclusive, worldwide, non-sublicensable, perpetual patent license (or an equivalent non-assertion covenant) under its Essential Claims covered by its Contribution Obligations or Participation Obligations without payment of royalties or fees, and subject to the applicable Section 10.2.2 or 10.2.3, to make, have made, use, market, import, offer to sell, and sell, and to otherwise distribute Licensed Products directly or indirectly that implement such specification. Such license need not extend to features of a Licensed Product that are not required to comply with the Normative Portions of such specification. For the sake of clarity, the rights set forth above include the right to directly or indirectly authorize a third party to make unmodified copies of the Licensee's Licensed Products and to license (optionally under the third party's license) the Licensee's Licensed Products, within the scope of, and subject to the terms of, the Obligated Party's license.

At the election of the Obligated Party, such license may include a term requiring the Licensee to grant a reciprocal license to its Essential Claims (if any) covering the same OASIS Committee Specification or OASIS Standard. Such term may require the Licensee to grant licenses to all implementers of such specification. The Obligated Party may also include a term providing that such license may be suspended with respect to the Licensee if that Licensee first sues the Obligated Party for infringement by the Obligated Party of any of the Licensee's Essential Claims covering the same OASIS Committee Specification or OASIS Standard.

### **10.2.2 RF on RAND Terms**

With TCs operating under the RF on RAND Terms IPR Mode, license terms that are fair, reasonable, and non-discriminatory beyond those specifically mentioned in Section 10.2.1 may also be included, and such additional RAND terms are left to the Licensees and Obligated Parties involved.



### **10.2.3 RF on Limited Terms**

With TCs operating under the RF on Limited Terms IPR Mode, Obligated Parties may not impose any further conditions or restrictions beyond those specifically mentioned in Section 10.2.1 on the use of any technology or 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, including the following: choice of law and dispute resolution.

## **11 WITHDRAWAL AND TERMINATION**

A TC Party may withdraw from a TC at any time by notifying the OASIS TC Administrator in writing of such decision to withdraw. Withdrawal shall be deemed effective when such written notice is sent.

### **11.1 Withdrawal from a Technical Committee**

A TC Party that withdraws from an OASIS Technical Committee shall have Continuing Licensing Obligations based on its Contribution Obligations and Participation Obligations as follows:

1. A TC Party that has incurred neither a Contribution Obligation nor a Participation Obligation prior to withdrawal has no licensing obligations for OASIS Committee Specification(s) or OASIS Standard(s) originating from that OASIS TC.
2. A TC Party that has incurred a Contribution Obligation prior to withdrawal continues to be subject to its Contribution Obligation.
3. A TC Party that has incurred a Participation Obligation prior to withdrawal continues to be subject to its Participation Obligation but only with respect to OASIS Committee Drafts approved more than seven (7) calendar days prior to its withdrawal.

### **11.2 Termination of an OASIS Membership**

An OASIS Party that terminates its OASIS membership (voluntarily or involuntarily) is deemed to withdraw from all TCs in which that OASIS Party has TC Member(s) representing it, and such OASIS Party remains subject to Continuing Licensing Obligations for each such TC based on its Obligated Party status in that TC on the date that its membership termination becomes effective.

## **12 LIMITATIONS OF LIABILITY**

All OASIS Committee Drafts, Committee Specifications, and OASIS Standards are provided "as is", without warranty of any kind, express or implied, *and OASIS, as well as all OASIS Parties and TC Members, expressly disclaim* any warranty of merchantability, fitness for a particular or intended purpose, accuracy, completeness, non-infringement of third party rights, or any other warranty.

In no event shall OASIS or any of its constituent parts (including, but not limited to, the OASIS Board of Directors), be liable to any other person or entity for any loss of profits, loss

of use, direct, indirect, incidental, consequential, punitive, or special damages, whether under contract, tort, warranty, or otherwise, arising in any way out of this Policy, whether or not such party had advance notice of the possibility of such damages.

In addition, except for grossly negligent or intentionally fraudulent acts, OASIS Parties and TC Members (or their representatives), shall not be liable to any other person or entity for any loss of profits, loss of use, direct, indirect, incidental, consequential, punitive, or special damages, whether under contract, tort, warranty, or otherwise, arising in any way out of this Policy, whether or not such party had advance notice of the possibility of such damages.

OASIS assumes no responsibility to compile, confirm, update or make public any assertions of Essential Claims or other intellectual property rights that might be infringed by an implementation of such OASIS Specification.

If OASIS at any time refers to any such assertions by any owner of such claims, OASIS takes no position as to the validity or invalidity of such assertions, or that all such assertions that have or may be made have been referred to.

### **13 GENERAL**

By ratifying this document, OASIS warrants that it will not inhibit the traditional open and free access to OASIS documents for which license and right have been assigned or obtained according to the procedures set forth in this section. This warranty is perpetual and will not be revoked by OASIS or its successors or assigns as to any already adopted OASIS Committee Specification or OASIS Standard; provided, however, that neither OASIS nor its assigns shall be obligated to:

- a. Perpetually maintain its existence; nor
- b. Provide for the perpetual existence of a website or other public means of accessing OASIS Committee Specifications and OASIS Standards; nor
- c. Maintain the public availability of any given OASIS Committee Specification or OASIS Standard that has been retired or superseded, or which is no longer being actively implemented in the marketplace.

Where any copyrights, trademarks, patents, patent applications, or other proprietary rights are known, or claimed, with respect to any OASIS Committee Specification or OASIS Standard developed within the OASIS Technical Committee Process, and are formally brought to the attention of the OASIS TC Administrator, OASIS shall consider appropriate action, which may include disclosure of the existence of such rights, or claimed rights. The OASIS Technical Committee Process shall prescribe the method for providing this information.

1. OASIS disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, trademarks, patents, patent applications, or other rights, and will make no assurances on the validity or scope of any such rights.
2. Where the OASIS TC Administrator is formally notified of rights, or claimed rights under Section 8.3 with respect to entities other than Obligated Parties, the OASIS President shall attempt to obtain from the claimant of such rights a written assurance that upon approval as an OASIS Committee Specification or OASIS Standard any Licensee will be able to obtain the right to implement, use, and distribute the technology or works

when implementing, using, or distributing technology based upon the specific OASIS Committee Specification or OASIS Standard under terms that are consistent with this Policy. All such information will be made available to the TC that produced such specification, but the failure to obtain such written assurance shall not prevent votes from being conducted, except that the OASIS TC Administrator may defer approval for a reasonable period of time where a delay may facilitate the obtaining of such assurances. The results will, however, be recorded by the OASIS TC Administrator, and made available to the public. The OASIS Board of Directors may also direct that a summary of the results be included in any published OASIS Committee Specification or OASIS Standard.

3. Except for the rights expressly provided herein, neither OASIS nor any OASIS Party grants or receives, by implication, estoppel, or otherwise, any rights under any patents or other intellectual property rights of the OASIS Party, OASIS, any other OASIS Party, or any third party.

## 14 NOTICES

### 14.1 Documents

Any document produced by an OASIS Technical Committee shall include the following notices (bracketed language, other than the date, need only appear in specification documents):

*Copyright © OASIS Open [date]. All Rights Reserved.*

*All capitalized terms in the following text have the meanings assigned to them in the OASIS Intellectual Property Rights Policy (the "OASIS IPR Policy"). The full Policy may be found at the OASIS website.*

*This document and translations of it may be copied and furnished to others, and derivative works that comment on or otherwise explain it or assist in its implementation may be prepared, copied, published, and distributed, in whole or in part, without restriction of any kind, provided that the above copyright notice and this section are included on all such copies and derivative works. However, this document itself may not be modified in any way, including by removing the copyright notice or references to OASIS, except as needed for the purpose of developing any document or deliverable produced by an OASIS Technical Committee (in which case the rules applicable to copyrights, as set forth in the OASIS IPR Policy, must be followed) or as required to translate it into languages other than English.*

*The limited permissions granted above are perpetual and will not be revoked by OASIS or its successors or assigns.*

*This document and the information contained herein is provided on an "AS IS" basis and OASIS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE USE OF THE INFORMATION HEREIN WILL NOT INFRINGE ANY OWNERSHIP RIGHTS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.*

*[OASIS requests that any OASIS Party or any other party that believes it has patent claims that would necessarily be infringed by implementations of this OASIS Committee Specification or OASIS Standard, to notify OASIS TC Administrator and provide an indication of its willingness to grant patent licenses to such patent claims in a manner consistent with the IPR Mode of the OASIS Technical Committee that produced this specification.]*

*[OASIS invites any party to contact the OASIS TC Administrator if it is aware of a claim of ownership of any patent claims that would necessarily be infringed by implementations of this specification by a patent holder that is not willing to provide a license to such patent claims in a manner consistent with the IPR Mode of the OASIS Technical Committee that produced this specification. OASIS may include such claims on its website, but disclaims any obligation to do so.]*

*[OASIS takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in this document or the extent to which any license under such rights might or might not be available; neither does it represent that it has made any effort to identify any such rights. Information on OASIS' procedures with respect to rights in any document or deliverable produced by an OASIS Technical Committee can be found on the OASIS website. Copies of claims of rights made available for publication and any assurances of licenses to be made available, or the result of an attempt made to obtain a general license or permission for the use of such proprietary rights by implementers or users of this OASIS Committee Specification or OASIS Standard, can be obtained from the OASIS TC Administrator. OASIS makes no representation that any information or list of intellectual property rights will at any time be complete, or that any claims in such list are, in fact, Essential Claims.]*

## **14.2 Other Deliverables**

Other deliverables may include just the copyright notice as follows:

*Copyright © OASIS Open [date]. All Rights Reserved.*

## **14.3 Additional Copyright Notices**

Additional copyright notices identifying Contributors may also be included with the OASIS copyright notice.

## Appendix A – Feedback License

The “OASIS \_\_\_\_\_ Technical Committee” is developing technology (the “OASIS \_\_\_\_\_ Specification”) as defined by its charter and welcomes input, suggestions and other feedback (“Feedback”) on the OASIS \_\_\_\_\_ Specification. By the act of submitting, you (on behalf of yourself if you are an individual, and your organization and its Affiliates if you are providing Feedback on behalf of that organization) agree to the following terms (all capitalized terms are defined in the OASIS Intellectual Property Rights (“IPR”) Policy, see <http://www.oasis-open.org/who/intellectualproperty.php>):

1. Copyright – You (and your represented organization and its Affiliates) grant to OASIS a perpetual, irrevocable, non-exclusive, royalty-free, worldwide copyright license, with the right to directly and indirectly sublicense, to copy, publish, and distribute the Feedback in any way, and to prepare derivative works that are based on or incorporate all or part of the Feedback, solely for the purpose of developing and promoting the OASIS Committee Specification or OASIS Standard and enabling the implementation of the same by Licensees.
2. Essential Claims – You covenant to grant a patent license under any patent claims that you (or your represented organization or its Affiliates) own or control that become Essential Claims because of the incorporation of such Feedback into the OASIS Committee Specification or OASIS Standard, on terms consistent with Section 10 of the OASIS IPR Policy for the IPR Mode specified in the charter of this OASIS Technical Committee.
3. Right to Provide - You warrant to the best of your knowledge that you have rights to provide this Feedback, and if you are providing Feedback on behalf of an organization, you warrant that you have the rights to provide Feedback on behalf of your organization and to bind your organization and its Affiliates to the licensing obligations provided above.
4. Confidentiality – You further warrant that no information in this Feedback is confidential, and that OASIS may freely disclose any information in the Feedback.
5. No requirement to Use - You also acknowledge that OASIS is not required to incorporate your Feedback into any version of this OASIS Committee Specification or OASIS Standard.

Assent of Feedback Provider:

By: \_\_\_\_\_ (Signature) Name: \_\_\_\_\_

Title: \_\_\_\_\_ Organization: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

## Appendix B: Copyright License Grant

The undersigned, on its own behalf and on behalf of its represented organization and its Affiliates, if any, with respect to their collective copyright ownership rights in the Contribution “\_\_\_\_\_,” grants to OASIS a perpetual, irrevocable, non-exclusive, royalty-free, world-wide copyright license, with the right to directly and indirectly sublicense, to copy, publish, and distribute the Contribution in any way, and to prepare derivative works that are based on or incorporate all or part of the Contribution solely for the purpose of developing and promoting the OASIS Committee Specification or OASIS Standard and enabling the implementation of the same by Licensees (all above capitalized terms are defined in the OASIS Intellectual Property Rights (“IPR”) Policy, see <http://www.oasis-open.org/who/intellectualproperty.php>).

Assent of the Undersigned:

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Organization: \_\_\_\_\_

Email: \_\_\_\_\_