

INTERACTIVE ADVERTISING BUREAU
Intellectual Property Rights Policy for IAB Activities

1. Copyright – Policy

- 1.1 Copyright Grant** - Each Member grants to IAB a perpetual, worldwide, non-exclusive, no-charge, royalty-free, copyright license, without any obligation for accounting, to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute any Contribution made by the Member to the full extent of the Member’s copyright interest in the Contribution.
- 1.2 Conditions for Contributions** - No Contribution may be made unless the Member is the exclusive copyright owner of the Contribution or has sufficient copyright rights from the copyright owners to make the Contribution under the terms of this Intellectual Property Policy. The Contributor must disclose the identities of all known copyright owners in the Contribution.
- 1.3 Ownership of Collective Works** - By participating in an IAB Council, Committee, Working Group, Taskforce, etc., Company expressly consents and agrees that all copyright created in the collective work belongs to the IAB.

2. Patent - Policy

- 2.1 Patent Modes** – Any Technical Working Group must specify the patent mode under which it will operate prior to initiating any work on any Draft or Final Specification. The patent mode specified by a Technical Working Group must be one of the following:
 - 2.1.1 RAND Mode**, under which all Participants make the commitments and obligations described in Section 2.3.
 - 2.1.2 Royalty-Free (RF) Mode**, under which all Participants make the commitments and obligations described in Section 2.4.
- 2.2 Limited Scope** - Section 2 DOES NOT APPLY to Working Groups that are not developing technical specifications.
- 2.3 RAND Mode**
 - 2.3.1 Licensing Commitment** - Each Participant in a RAND mode Technical Working Group agrees that it will offer to all applicants a nonexclusive, worldwide, non-sublicensable, patent license to its Necessary Claims on fair, reasonable, and non-discriminatory terms to make, have made, use, import, offer to sell, sell, and distribute Covered Implementations of any Final Specification adopted by such Technical Working Group.
 - 2.3.2 Patent Disclosure Obligations** - When a Draft Specification is ready to be considered as a Final Specification, the Technical Working Group chair will initiate a “Patent Notification Period.” To initiate a Patent Notification Period, the Technical Working Group chair will notify the Participants via email of the commencement of the Patent Notification Period. That notification will include a statement that identifies the Draft Specification subject to the Patent Notification Period, and such Patent Notification Period will be at least thirty (30) days from the date of the commencement of the Patent Notification Period. A Draft Specification may not become a Final Specification until the completion of its Patent Notification Period. During a Patent Notification Period if a Participant’s

representative to the Technical Working Group has actual personal knowledge that the Participant or its Affiliates' patents or published patent applications contain Necessary Claims, then the Participant shall disclose, in writing (which may be delivered via e-mail) to the Technical Working Group chair the existence of those patents or published patent applications. The Technical Working Group chair will make such declarations available to Members. Any disclosure made by a Participant pursuant to this section does not impose any obligation on a Member or its Participants to conduct any patent or other intellectual property searches of any kind or take any action other than as expressly stated above.

2.4 RF (Royalty-Free) RAND Mode

2.4.1 Licensing Commitment - Each Participant in an RF RAND mode Technical Working Group agrees that it will offer to all applicants a royalty free, nonexclusive, worldwide, non-sub licensable, perpetual patent license to its Necessary Claims on fair, reasonable, and non-discriminatory terms to make, have made, use, import, offer to sell, sell, and distribute Covered Implementations of any Final Specification adopted by such Technical Working Group.

2.4.2 Exclusion - Prior to the adoption of an RF RAND mode Draft Specification as a Final Specification, a Participant may exclude Necessary Claims from its licensing commitments under this Agreement by providing written notice of such intent to the Technical Working Group chair ("Exclusion Notice"). The Exclusion Notice for issued patents and published applications shall include the patent number(s) or title and application number(s), as the case may be, for each of the issued patent(s) or pending patent application(s) that the Participant wishes to exclude from the RF RAND mode licensing commitment set forth in Section 2.1. If an issued patent or pending patent application that may contain Necessary Claims is not set forth in the Exclusion Notice, such Necessary Claims shall continue to be subject to the licensing comments under this Agreement. 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 Draft Specification whose implementation makes the excluded claim a Necessary Claim. If (ii) is chosen, the effect of the exclusion will be limited to the identified part(s) of the Draft Specification. Exclusion Notices shall be published by IAB.

2.5 Effective Date of Obligations

A Participant's patent licensing obligations under this Section 2 become effective upon the ratification of a Draft Specification as a Final Specification in a Technical Working Group in which the Participant is participating.

2.6 Source Code

2.6.1 Source Code - A Final Specification may not include source code as a Normative Element.

2.6.2 Source Code Licensing - Any Member making a source code Contribution shall license that source code under the BSD 2-Clause License (available at <http://opensource.org/licenses/BSD-2-Clause>) where any patent claims in such source code is subject to patent licensing obligations under this Section 2.

2.7 Withdrawal And Termination

2.7.1 Withdrawal - A Participant may withdraw from a Working Group at any time by notifying the Technical Working Group chair in writing, and that withdrawal is effective upon receipt of the notice.

2.7.2 Effect of Withdrawal or Termination - Upon a Participant's written withdrawal from a Technical Working Group or upon the termination of its IAB membership, all existing commitments and obligations up to the date of withdrawal or termination will remain in effect, but no new obligations will be incurred. Notwithstanding the foregoing, the patent licensing commitments under this Section 2 shall apply to any Necessary Claims in a subsequent Final Specification to the extent such Necessary Claims would apply to a Draft Specification existing as of the date of withdrawal or termination if such Draft Specification was deemed to be a Final Specification unless otherwise excluded for RF RAND mode under Section 2.4.

3. Representations, Warranties and Disclaimers

3.1 Member represents and warrants that it is legally entitled to grant the rights and promises set forth in this agreement. IN ALL OTHER RESPECTS THE CONTRIBUTIONS ARE PROVIDED "AS IS." (See Definitions Section 4.2 for further explanation of what defines a Contribution).

3.2 The entire risk as to implementing or otherwise using any Draft Specification, Final Specification, and any other work product of any Working Group shall be assumed by the implementers and users. Except as stated herein, Member expressly disclaims any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to its Contributions, any specifications and other work product covered by this IPR Policy. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

4. Definitions

4.1 "Affiliate" means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity.

4.2 "Contribution" means any original work of authorship, including any modifications or additions to an existing work, that Participant submits in writing for inclusion in the work product of a Working Group. For the purposes of this definition, "submit" means any form of written communication, including electronic communication, for the purpose of discussing and improving the work product, but excluding communication that Participant conspicuously designates in writing as not a contribution.

4.3 "Control" means direct or indirect control of more than 50% of the voting stock or decision-making authority.

4.4 "Covered Implementation" means those portions of a product (hardware, software or combinations thereof) that implement and comply with all Normative Elements of the required parts of the Final Specification, plus the Normative Elements of any optional parts of the Final Specification.

- 4.5** “Draft Specification” means all versions of a document (except a Final Specification) developed by a Working Group for the purpose of creating, commenting on, revising, updating, modifying, or adding to any document that is to be considered for inclusion in the Final Specification.
- 4.6** “Final Specification” means the final version and contents of any Draft Specification adopted by the working group subject to the Bylaws. For purposes of this definition, the Final Specification shall not include any implementation examples included in a Final Specification.
- 4.7** “Member” means an IAB member.
- 4.8** “Necessary Claims” means those claims in any patent or patent application in any jurisdiction that would necessarily be infringed by an implementation of the Normative Elements of a particular Final Specification. A claim is necessarily infringed only when there is no technically non-infringing alternative. “Necessary Claims” include only those claims that read on Normative Elements, which, as set forth below, do not include matters merely referenced in the Final Specification such as enabling technologies and other published specifications (even if necessary to make or use a product that conforms to the Final Specification), reference implementations, or examples that are not required to conform to the Final Specification.
- 4.9** “Normative Elements” means those elements of the Final Specification that are fully set forth in detail and must be implemented to conform to the Final Specification (including, if applicable, required elements of optional parts of the Final Specification) that are required for interoperability; no other matters whatsoever are Normative Elements. Normative Elements do not include matters merely referenced in the Final Specification such as enabling technologies, other published specifications referenced by the Final Specification (even if necessary to make or use a product that conforms to the Final Specification), reference implementations, or examples that are not required to conform to the Final Specification.
- 4.10** “Participant” means a Member that has joined a particular Working Group in accordance with IAB mechanisms.
- 4.11** “Technical Working Group” means a Working Group that is established according to procedures set by IAB to develop technical documents.
- 4.12** “Working Group” means a working group established to develop any work product, and that operates according to procedures set by IAB.