

### 3 Intellectual Property Rights (IPR) Policy

OIX takes no position regarding the validity or scope of any intellectual property rights or other rights that might be claimed to pertain to the implementation or use of the technology or practices described in any OIX documents or the extent to which any license under such rights might or might not be available; nor does it represent that it has made any independent effort to identify any such rights. Any material posted as IPR disclosures should be viewed as originating from the source of that information, and any issue or question related to the material should be directed to the source rather than OIX. There is no implied endorsement or agreement by OIX, the OIX Board of Directors or any other OIX entities with any of the material.

#### 3.1 OIX Contribution:

An OIX contribution is:

Any submission to OIX intended by the Contributor for publication as all or part of an OIX document and any statement made within the context of an OIX activity. Such statements include oral statements in OIX meetings, as well as written and electronic communications made at any time or place, which are addressed to:

- any OIX meeting session,
- any OIX committee or portion thereof,
- the OIX Board, or any member thereof on behalf of the Board,
- any OIX document shepherd or SME in the context of such a document,
- any OIX mailing list, any committee or document working group or SME team list, or any other list functioning under OIX auspices.

Statements made outside of an OIX session, mailing list or other function, that are clearly not intended to be input to an OIX activity, group or function, are not OIX Contributions in the context of this document.

A participant in any OIX activity is deemed to accept all OIX rules of process.

A participant in any OIX activity acknowledges that written, audio and video records of meetings may be made and may be available to the public.

#### 3.2 Required Disclosure and/or Licensing of Standard Essential Patent(s):

A “standard essential patent” is any patent encompassed within a standard, as asserted and/or as determined by a court, which is necessarily infringed by anyone practicing the standard, including the OIX-1 and OIX-1 standards and any other OIX standards.

No person or entity may participate in and contribute to the development and modification of any OIX standards without first providing to OIX written assurance, in a form provided by OIX, either

- (a) in the form of a general disclaimer, that such party does not hold and does not currently intend to hold any patent claim essential to such standard, or
- (b) that such party will offer a license to such essential patent(s) to applicants desiring to utilize the license for the purpose of implementing the standard either
  - i. under reasonable terms and conditions that are demonstrably free of any unfair discrimination, or
  - ii. without compensation and under reasonable terms and conditions that are demonstrably free of any unfair discrimination.

### **3.3 Notice to Standard Implementers:**

Further, the attention of any and all users of OIX standards is called to the possibility that compliance with such standards may require use of an invention covered by patent rights. By publication of such standards, OIX takes no position with respect to the validity of any such claim(s) or of any patent rights in connection therewith.

OIX is not responsible for identifying patents for which a license may be required in order to practice one of its standards nor for conducting inquiries into the legal validity or scope of those patents that are brought to its attention pursuant to these requirements.