

## **ACORD**

### **INTELLECTUAL PROPERTY RIGHTS POLICY**

As approved on May 13, 2008

#### **1. IPR Generally**

##### **1.1 Purpose**

ACORD Corporation ("ACORD") has adopted this Intellectual Property Rights Policy (the "Policy") and related rules of procedure (the "Standards Program General Guidelines & Procedures" or "SOPs") in order to minimize the possibility of inadvertent infringement of the IPR by ACORD or by Members and non-Members using or implementing any ACORD Standards or Other Work Product. In the event of any inconsistency between this Policy and the SOPs, the terms of this Policy shall control.

##### **1.2 Applicability**

All Members, non-Members and their Representatives attending any process meeting or otherwise working in conjunction with ACORD on a Project are subject to this Policy and the SOPs.

#### **2. Definitions**

Charter – A document specifying the purpose and parameters of a Project.

Implementers - ACORD and those Members and non-Members who desire to use or implement a Standard.

IPR - An abbreviation of "Intellectual Property Rights." As used in this Policy, IPR means claims in patents and patent applications and copyrights, but excludes trademarks and trade secrets.

License - Either (a) an agreement to license Necessary Claim(s) to any Implementer, on a perpetual, non-exclusive and worldwide basis, with such license permitting the licensee to develop, make, have made, use, market, import, offer to sell and sell, offer to sublicense and sublicense and to otherwise distribute products that implement such Necessary Claim(s), or (b) a binding, perpetual, irrevocable commitment, in a form acceptable to ACORD, not to assert Necessary Claim(s) against any Implementer of the Standard to which such commitment relates.

Member – An ACORD member of any class.

Necessarily Infringed - Unavoidable infringement by an implementation of an element of a Standard, there being no reasonable alternative way to implement that element of the Standard without resulting in such infringement.

Necessary Claims - Those claims under patents and/or patent applications anywhere in the world that would be Necessarily Infringed by the implementation of a Required Element(s) of a Standard.

Other Work Product - Any ACORD deliverable that is not a Standard. Unless the context otherwise requires, any reference to Other Work Product shall also be deemed to apply to the amendment of Other Work Product as well. For the avoidance of doubt, only Sections 2 and 6, 7 and 8 of this Policy apply to Other Work Product.

Owned - With respect to any Necessary Claim(s), the word "Owned" includes any Necessary Claim(s) that is controlled but not Owned by the Member or non-Member in question, provided that the Member or non-Member in question (i) is entitled to sublicense such Necessary Claim(s), and (ii) would not incur an obligation to pay any royalty or other compensation to the owner of such Necessary Claim(s) in connection with a sublicense.

Participant – Any Member or, if permitted, non-Member that takes part in a Project.

Project – Any ACORD activity that results in the development of content or a maintenance request to be used to create or update any Standard or Other Work Product. This activity can include, but is not limited to, a formally Chartered royalty-free ACORD Standards or Other Work Product development process, focus groups, roundtables or internal work at ACORD including, without limitation, market segment focused work.

RAND – Reasonable and nondiscriminatory.

Representative – Any individual who acts on behalf of a Member or non-Member in connection with a Project.

Required Element – Each element of a Standard, except such elements, if any, as may be otherwise designated. For example, Required Elements would not be found in reference implementations or ACORD-created implementation examples, except to the extent that they would also be Required Elements under a Standard.

Standard - Any ACORD specification or other deliverable that is produced by a Project that could, if used or implemented as intended, infringe a claim(s) under an issued patent or a patent application anywhere in the world. Unless the

context otherwise requires, any reference to a Standard shall also be deemed to apply to the amendment to a Standard as well.

Submission - An affirmative and knowing contribution of IPR with the intention that such IPR be considered for inclusion in a Standard or Other Work Product. A Submission, in written, verbal or electronic form, may: result from an unsolicited offer to ACORD of an existing, purported or proposed solution by a Member or non-Member; be in response to a general inquiry by ACORD; occur as a result of a change from an existing Standard or Other Work Product; or, be from a Participant at any time during the operation of a Project.

Submitter – The entity or individual making a Submission, whether it be a Participant or a Representative(s) of a Participant.

### **3. License from Submitters, Participants and Non-Participant Members**

(a) Any Submitter making a Submission shall be deemed, by taking such action, to have agreed that if and when the draft Standard which incorporates the Submission or any modification of the Submission is published, the Submitter will provide a License to all patent claim(s) Owned by it and included in its Submission that become Necessary Claim(s), without compensation and otherwise on a RAND basis, to all Implementers.

(b) Every Participant, by becoming a Participant, and every non-Participant Member, by becoming a Member that exercises its right to vote upon a proposed Standard, shall be deemed to have agreed to provide a License to all patent claim(s) Owned by it that become Necessary Claim(s) in any such Standard, if and when the Standard is published, without compensation and otherwise on a RAND basis, to all Implementers.

(c) Any Submitter making a Submission that may become a significant part of a Standard may request a separate submission form that will specifically identify the Submission in detail. Such form shall be upon such standard form as ACORD is then using for such purpose.

### **4. Document Notations**

#### **4.1 Notation when no Necessary Claims have been Identified**

All Standards and drafts of Standards shall include the following introductory language:

"Recipients of this document are requested to submit, with their comments, notification of any relevant patent claims or other intellectual property rights of which they may be aware that might be infringed by any implementation of the Standard set forth in this document, and to provide supporting documentation."

All Standards shall additionally include the following introductory language:

"THIS STANDARD IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AND, IN PARTICULAR, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE IS EXPRESSLY DISCLAIMED. ANY USE OF THIS STANDARD SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND NEITHER ACORD, NOR ANY OF ITS MEMBERS, NON-MEMBERS, PARTICIPANTS OR SUBMITTERS, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THIS STANDARD."

## **5. Patents**

### **5.1 Patent Searches**

In no event shall ACORD, or any Representative, Participant, non-Participant Member or non-Member be obligated to conduct any patent searches regarding any Necessary Claims that may be infringed by any implementation of a Standard.

### **5.2 Patent Claims Revealed After Publication**

In the event that a Necessary Claim is first revealed by a non-Participant Member that did not exercise its right to vote on a proposed Standard or by a non-Member following publication of a Standard, the holder of such Necessary Claim will be asked to License the Necessary Claim in the manner outlined in Section 3 above. If such request is refused, the Standard in question shall be referred back to the applicable ACORD steering committee or the ACORD Standards Committee for further consideration, as appropriate.

## **6. Copyrights**

### **6.1 Copyright in Standards and Other Work Product**

The copyright for all Standards and Other Work Product shall belong to ACORD.

### **6.2 Contributions of Copyrighted Materials**

Each Submitter who contributes copyrighted materials to ACORD shall retain copyright ownership of its original work, while at the same time granting ACORD a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license under the Submitter's copyrights in its Submission to reproduce, distribute, publish, display, perform and create derivative works of the Submission based on

that original work for the purpose of developing a Standard or Other Work Product under ACORD's own copyright.

## **7. Trade Secrets**

Participants and other Members and non-Members will not be expected to reveal trade secret information in the course of participation in any ACORD activity. ACORD will not be held responsible for the disclosure of any Member's or non-Member's trade secrets, regardless of the circumstances, except to the extent of a breach by ACORD of a non-disclosure obligation contained in a written non-disclosure agreement entered into between ACORD and such Member or non-Member.

## **8. Trademarks**

### **8.1 ACORD Trademarks**

Trademarks, service marks and logos (collectively, "Trademarks") created by ACORD, registered or otherwise, are the property of ACORD. Use of ACORD Trademarks shall be governed by such policies, procedures and guidelines as may be established and approved by ACORD from time to time, and applicable law.

### **8.2 Non-ACORD Trademarks**

ACORD's use of third-party Trademarks, registered or otherwise, shall be governed by such policies, procedures and guidelines as may be established and approved by the owners of such Trademarks, and applicable law.