

**GLOBALPLATFORM, INC.**

---

Intellectual Property Rights (IPR) Policy

**IPR Policy**

**Version 5 – 15 March 2014**

© GlobalPlatform, Inc. 2003 – 2014

544 Hillside Rd., Redwood City, California 94062 USA

Phone +1.650.260.2387 • Fax +1.650.260.2389

# Table of Contents

---

Definitions.....	3
1. Patents.....	6
1.1 Charter and Licensing Mode.....	6
1.2 Disclosure of Necessary Claims.....	6
1.3 Non-Member Submissions.....	11
1.4 Document Notations.....	11
1.5 Web Site Notations.....	12
1.6 Patent Searches.....	13
1.7 Patents Revealed After Publication.....	13
2. Copyright.....	14
2.1 Contributions of Copyrighted Materials.....	14
2.2 Copyrighted Materials from Committees, Working Groups and Task Forces.....	14
3. Trade Secrets.....	15
4. Trademarks.....	16
4.1 Company Trademarks.....	16
4.2 Non Company Trademarks.....	16
5. Submission of Technology.....	17
5.1 Completing a Submission.....	17
5.2 Reviewing a Submission.....	17
5.3 Announcing a Submission.....	17
5.4 Accessing a Submission.....	17
Attachment #1 Withdrawal Notice Form.....	18
Exhibit A to the Withdrawal Notice Form.....	20
Exhibit B to the Withdrawal Notice Form.....	21
Attachment #2 Member Submission of Technology Form.....	22
Exhibit A to Member Submission of Technology Form.....	25
Exhibit B to Member Submission of Technology Form.....	26
Attachment #3: Participant Response Form.....	27
Exhibit A to the Participant Response Form.....	30
Exhibit B to the Participant Response Form.....	31
Attachment #4: Non-Participant Response Form.....	32
Exhibit A to the Participant Response Form.....	35
Exhibit B to the Participant Response Form.....	36
Attachment #5: Charter and Rules.....	37
Attachment #6: GP/Apache Individual Contributor Agreement.....	38

# Introduction

---

Following is the Intellectual Property Rights Policy (“Policy”) for GlobalPlatform, Inc. (“GlobalPlatform” or the “Company”), intended to meet the requirements of Section 3.1 of the GlobalPlatform Bylaws. This set of rules is intended to balance several competing interests, as well as to be within the range of common practice for other industry consortia and standard setting groups. While it is intended to be comprehensive, it does not require some practices that are followed by a small number of consortia (e.g., mandatory cross licensing), nor does it seek to address every issue that might be mandated.

The Board of Directors of GlobalPlatform (the “Board”) may at any time amend or supplement this Policy or any of its attachments by such additional or different rules and forms as the Board may from time to time elect to approve, including with respect to determining those who shall be required to answer a Patent Call, and the consequences, if any, for any failure to use such attachment or form, or to answer a Patent Call. Notwithstanding the foregoing, no substantive amendment to this Policy shall take effect less than sixty (60) days after it is announced to the Members.

The other documents which complete the implementation of the intellectual property structure for GlobalPlatform are as follows:

1. Member Withdrawal Notice, to be used by any Member of GlobalPlatform (“Member”) withdrawing from a RAND OSS or RAND-Free Mode (each as defined below) Committee, Working Group (defined below) or Task Force (defined below) within the time permitted for such a withdrawal. (See [Attachment #1](#))
2. Member Submission of Technology Form, requiring a Member to provide a statement of intentions with respect to rights granted in submitted technology. (See [Attachment #2](#))
3. Participant Response Form, to be used by Members participating in applicable GlobalPlatform Committees, Working Groups and Task Forces, making statements with respect to any intellectual property rights of such Members or others which might be necessarily infringed by an implementation of a Specification (as defined below) under consideration for adoption. (See [Attachment #3](#))
4. Non-Participant Response Form, to be used by Members not participating in applicable GlobalPlatform Committees, Working Groups and Task Forces, making statements with respect to any intellectual property rights of such Members or others which might be necessarily infringed by an implementation of a Specification under consideration for adoption. (See [Attachment #4](#))
5. Enrollment Form, to be used by a Member participant in a Committee, Working Group or Task Force, by means of which such Member agrees to be bound by this Policy. (See GlobalPlatform Member Web site –Enrollment)
6. GlobalPlatform Process and Procedures Manual, which provides detailed policies and procedures for the GlobalPlatform Committees, Working Groups and Task Forces, as from time to time approved by the Board (the “Process and Procedures”). (See GlobalPlatform Member Web site)
7. Non-Member Submission of Technology Agreement, setting forth the terms and conditions

under which non-Members may submit technology to the Company. (See GlobalPlatform Web site)

8. Open Source Software Committee/Working Group/Task Force template Charter and Rules, applicable to all Committees, Working Groups and Task Forces formed to develop open source software code. (See Attachment #5)
9. GlobalPlatform/Apache Individual Contributor Agreement, to be used in connection with the development of open source software, unless a different license is specified in the Charter and Rules for the Committee, Working Group or Task Force in question. (See Attachment #6)

This Policy was initially approved by the Board on 13 April 2000, and subsequently amended on 17 May 2001, 23 May 2003, 30 September 2003, 9 March 2004, 18 March 2010, 11 May 2013 and 15 March 2014.

---

This Policy covers the issues of Patent, copyright, trademark, trade secret, and other intellectual property rights (collectively, “IPR”) for specifications, amendments thereto and other deliverables contributed or collaboratively created by GlobalPlatform. In the event of any conflict or inconsistency between this Policy and any other document, the terms of this Policy shall control.

In the case of a Committee, Working Group or Task Force formed to develop open source software, the following sections of this Policy are superseded by the terms of the Charter and Rules approved for such Committee, Working Group or Task Force: Section 1 (beginning with “Patents”) and Section 2.

## **Definitions**

“Charter” means a document, approved by the Board, that defines the purpose, scope, deliverable(s) and Licensing Mode of a Committee, Working Group or Task Force, other than a Committee, Working Group or Task Force formed to develop open source software.

“Charter and Rules” means a document, based on [Attachment #5](#) and approved by the Board, that defines the purpose and deliverable(s) of a Committee, Working Group or Task Force formed to develop open source software.

“Committee” means a member committee that creates, or oversees the creation of, Specifications relating to the technical mission of GlobalPlatform.

“Commitment” means a RAND-OSS, RAND-Free, or RAND-Royalty Commitment, as the context requires.

“Control” means, with respect to a given entity, the direct or indirect (through any number of successive tiers) (1) power to direct the decisions of such entity or (2) ownership of more than fifty percent (50%) of the outstanding securities or other ownership interests having the right to vote for the election of directors or other managing authority of such entity.

“Enroll” means to become subject to the terms of the Policies with respect to a given Committee, Working Group or Task Force, as a result of fulfillment of the conditions from time to time provided in the Process and Procedures.

“Licensing Mode,” with reference to a Committee, Working Group or Task Force, refers to the permitted range of licensing commitments applicable to that Committee, Working Group or Task Force (i.e., either RAND Mode, RAND-Free Mode or RAND OSS Mode).

“Necessary Claims” means those claims under Patents that would be Necessarily Infringed by the implementation of a Specification.

“Necessary Claims Disclosure” means, in the case of (i) an issued Patent, identifying the claims under Patents Owned by the disclosing Member (or any of its Subsidiaries) which it asserts would be Necessary Claims if the Specification were to be adopted in its then current form, and the portion of the Specification which would result in the infringement, and (ii) in the case of non-public Patent applications, identifying either the text of the Patent application or the affected portion of the Specification; provided, however, that in the case of non-Participant Members, such disclosure is only required with respect to potential Necessary Claims that were based on information or documents made available by the Committee, Working Group or Task Force developing the Specification in question.

“Necessarily Infringed” means unavoidable infringement by an implementation of a Required Element of a Specification, there being no reasonable alternative way to implement that element of the Specification without resulting in such infringement.

“Non-Assertion Commitment” means a commitment not to assert Necessary Claims against Member and Non-Member implementing the Specification in question with respect to such implementations, which commitment may be conditioned on terms consistent with the Licensing Mode of the Committee, Working Group or Task Force in question.

“Non-Participant Response” – See Section 1.2.(b)(iii) below.

“Owned” means, with respect to a given Member or Subsidiary thereof, either outright ownership by such Member or Subsidiary or the right of such Member or Subsidiary to license to any Unrelated Company (defined below) thereof a Patent claim or other IPR, without obligation on the part of such Member or Subsidiary to pay a royalty or other fee to any third party.

“Participant” means a Member Enrolled in a Committee, Working Group or Task Force and those representing it in such activity.

“Participant Response” – See Section 1.2.(b)(ii) below.

“Patent” means an issued Patent or a Patent application anywhere in the world.

“Patent Call” means a call for disclosure of Necessary Claims Owned by Members or third parties as required under the Policies.

“Policies” means the Process and Procedures and such other policies as may from time to time be adopted by the Board.

“RAND” means “reasonable and non-discriminatory.”

“RAND-Free Mode” means a Committee, Working Group or Task Force operating mode under which all Participants are subject to a RAND-Free Commitment.

“RAND-Free Commitment” means, with respect to a Specification, either a Non-Assertion Commitment, or a commitment to license Necessary Claims Owned by a Member to Members and non-Members with respect to their implementing the Specification in question, with the terms of such license to be reasonable and non-discriminatory, and without the requirement of paying royalties or other compensation.

“RAND Mode” means a Committee, Working Group or Task Force operating mode under which Participants may choose between a RAND-Royalty Commitment, RAND-Free Commitment, RAND OSS Commitment or to withhold granting any license on RAND terms at all.

“RAND OSS Commitment” means, with respect to a Specification, either a Non-Assertion Commitment, or a commitment to license Necessary Claims Owned by a Member to Members and non-Members with respect to their implementing the Specification in question, without the requirement of paying royalties or other compensation, and without imposing any further conditions or restrictions on the use of the committer’s Necessary Claim(s) other than the following: (i) grant of a free RAND license to its own licensees, (ii) reservation of defensive suspension rights, as described in Section 1.2(g) below, and (iii) reasonable, customary terms relating to operation or maintenance of the license relationship such as the following: choice of law and dispute resolution.

“RAND OSS Mode” means a Committee, Working Group or Task Force operating mode under which all Participants are subject to a RAND OSS Commitment.

“RAND-Royalty Commitment” means a commitment to license Necessary Claims to Members and non-Members with respect to their implementing the Specification in question, with the terms of such license to be reasonable and non-discriminatory, including with respect to royalties or other compensation.

“Refusal” – See Section 1.2.(c)(iii)(D) below.

“Required Element” means any element of a draft Specification or Specification that has not been identified as “Optional.” For the avoidance of doubt, when a draft Specification or Specification requires an Implementer to implement one of two or more alternative elements, then all such elements shall be deemed to be “Required Elements.”

“Specification” means a technical specification, and any amended version of a Specification or any other work product adopted by GlobalPlatform (other than software code) that, if implemented or otherwise used as intended, could result in the infringement of a Necessary Claim. For the avoidance of doubt, Specification shall not apply to any derivative work of a Specification not adopted by GlobalPlatform.

“Submission” means an affirmative and knowing contribution to a Committee, Working Group or Task Force with the intention that such contribution be considered for inclusion in a Specification or other work product, either in whole or in part.

“Subsidiary” means, with respect to a given Member, any entity that, at the relevant time, is subject to the Control of such Member.

“Task Force” means a member task force that is formed for the specific purpose of creating a deliverable

or deliverables that may be incorporated into a Specification relating to the technical mission of GlobalPlatform.

“Unrelated Company” means, with respect to a given Member or Subsidiary thereof, any entity that does not Control, is not subject to the Control of, and is not under common Control with such Member or Subsidiary.

“Withdrawal Notice” means a notice of withdrawal from a named RAND OSS or RAND-Free Mode Committee, Working Group or Task Force in the form of Attachment #1 to this Policy, delivered in such manner and to such address as the Process and Procedures from time to time specify.

“Working Group” means a member committee that is formed for the specific purpose of creating a Specification relating to the technical mission of GlobalPlatform.

## **1. Patents**

### **1.1 Charter and Licensing Mode**

- a. Charters. Every Committee, Working Group and Task Force shall operate within the parameters of its Charter. Each Charter shall be prepared in sufficient detail to enable each Member to determine not only its potential interest in the Committee, Working Group or Task Force but also to form a general opinion of the extent to which its patent portfolio may become subject to obligations under this Policy if its draft Specification is adopted within the scope of such Charter.
- b. Charter Amendments. After the Charter of a Committee, Working Group or Task Force has been approved by the Board and such Committee, Working Group or Task Force begins its work, its Charter may only be amended by vote of the Board. In such an event, any Participant may resign from the Committee, Working Group or Task Force prior to the effective date for the change of the Charter and, in such event, it shall be bound only with respect to its obligations under this Policy as they relate to the text of the draft Specification or other work product as it existed on such date. Additionally, any Charter amendment resulting in a more restrictive Licensing Mode with respect to any then current work in process of a given Committee, Working Group or Task Force shall require the approval of at least two-thirds of the Participants thereof entitled to vote thereon.

### **1.2 Disclosure of Necessary Claims**

- a. Purpose. In order to lessen the possibility of adopting a Specification the implementation of which infringes a Necessary Claim, the Company will issue Patent Calls in the course of carrying out its program of work, and in accordance with the Process and Procedures.
- b. Who Must Respond. Patent Call responses will be required in four distinct situations:
  - i. By Members making a Submission of technology to a Committee, Working Group or

Task Force with the intention that such submission be considered for incorporation, in whole or in part, into the Specification under development (a “Submission”);

ii. By Members Enrolled in a Committee, Working Group or Task Force, with respect to the Specification under development by that Committee, Working Group or Task Force (a “Participant Response”);

iii. By all Members not Enrolled in the applicable RAND Mode, RAND OSS Mode or RAND-Free Mode Committee, Working Group or Task Force that developed a Specification, prior to final adoption of that Specification (a “Non-Participant Response”); and

iv. By all Member representatives attending a meeting of a Committee, Working Group or Task Force. All such representatives are required to inform the Chairperson of such Committee, Working Group or Task Force at any time that they become personally aware of any Patent claims that may be Necessary Claims with respect to any draft Specification which is the subject of that Committee, Working Group or Task Force. Any representative who does so will not be held responsible for expressing a good faith belief that turns out to be inaccurate. Each Committee, Working Group or Task Force meeting where technical discussions will occur shall begin by reading or displaying the following statement, or such modified statement as may in the future be included in the Process and Procedures:

“Please be aware that this meeting is being held under the GlobalPlatform Intellectual Property Rights Policy. If you do not have a copy of this policy, please contact (or inform) the chairperson during this meeting. You may also view and download a copy of the policy at the Membership section of the GlobalPlatform Web site.

At this time, each person in attendance is required to inform the chairperson if they are personally aware of any claims under any patent applications or issued patents which would be likely to be infringed by an implementation of any specification or other work product which is the subject of this meeting. You need not be the inventor of such patent or patent application in order to inform GlobalPlatform of its existence, nor will you be held responsible for expressing a good faith belief which proves to be inaccurate.”

c. Permitted Responses. In order to fairly balance the benefits of Specification development with the burdens of disclosure, the following terms shall apply:

i. Every Member that is Enrolled in a RAND OSS or RAND-Free Mode Committee, Working Group or Task Force will automatically be bound by a RAND OSS or RAND-Free Commitment, respectively, with respect to any Specification developed by such Committee, Working Group or Task Force unless it duly delivers a Withdrawal Notice not later than 45 days after the date the corresponding draft Specification in its then current form is posted for Committee review.

ii. Every Submission must be accompanied by a completed Member Submission Form

in the form of Attachment #2, executed by the Member making the Submission, as a result of which the Member will make a RAND-Free or a RAND OSS Commitment, as appropriate, depending on the Licensing Mode of the Committee, Working Group or Task Force in question, on its own behalf and on behalf of each of its Subsidiaries, with respect to all Patent claim(s) which are Owned by the Member (or any of its Subsidiaries) that would become Necessary Claims if the Submission were to be incorporated, in whole or in part, into the Specification in question. Members are encouraged, but not required, to make a Non-Assertion Commitment.

iii. Each Participant in a RAND Mode Committee, Working Group or Task Force must submit a completed, signed Participant Response Form in the form of Attachment #3 within 45 days of the date upon which a Specification under development by such RAND Mode Committee, Working Group or Task Force is posted for Member Review or Public Review, whichever is the final phase of the relevant review cycle; provided, however, that GlobalPlatform may provide a later response deadline with respect to any such Specification by providing notice thereof in writing, by email or by posting with the Specification in question. In such form, the Member shall elect one of the following with respect to each of its Necessary Claims:

(A) A RAND OSS Commitment;

(B) A RAND-Free Commitment;

(C) A RAND-Royalty Commitment; and, in addition, either (x) make a Necessary Claims Disclosure, or (y) state that its “member designee” (as defined in the Process and Procedures) is unaware of any claims under Patents Owned by such Member (or any of its Subsidiaries) that would be so infringed ; or

(D) Patent Claim(s) Withheld; indicating that no guarantee of license rights is being made with respect to certain of its claims under Patents in the event that the Specification in question were to be adopted in its then current form, and making a Necessary Claims Disclosure with respect to such claims (a “Refusal”).

NOTE: A Member may elect to make one of the responses above with respect to certain potential Necessary Claims, and another response with respect to other potential Necessary Claims.

iv. Each Member is required to submit a completed, signed Non-Participant Response Form in the form of Attachment #4 within 45 days of the date upon which a Specification developed by either a RAND-Mode, RAND-Free Mode or a RAND OSS Mode Committee, Working Group or Task Force of which such Member was not a member is posted for Member Review or Public Review, whichever is the final phase of the relevant review cycle; provided, however, that GlobalPlatform may provide a later response deadline with respect to any such Specification by providing notice thereof in writing, by email or by posting with the Specification in question. In such form, the Member shall elect of the following:

- (A) A RAND OSS Commitment;
- (B) A RAND-Free Commitment;
- (C) A RAND-Royalty Commitment; or
- (D) A Refusal.

NOTE: A Member may elect to make one of the responses above with respect to certain potential Necessary Claims, and another response with respect to other potential Necessary Claims.

- iv. All responses to Patent Calls shall be on such attachments or forms implementing the rules set forth in this Policy as the Company shall from time to time choose to employ, and must be delivered to such address and completed in such manner as the Process and Procedures from time to time specify.
- d. Consequences for Failure to Disclose. In the event that a Member or its Member representative, as the case may be, intentionally and falsely (i) states in a Participant Response that it, he or she is unaware of, or (ii) fails to disclose in such Participant Response, any claim(s) under Patents Owned by such Member (or any its Subsidiaries) that would be Necessary Claims if the Specification in question were to be adopted in its then-current form; then such Member shall be deemed to have made a RAND-Free Commitment with respect to such Necessary Claims. By participating in the GlobalPlatform technical process, each Member acknowledges and agrees that it has an obligation to act in good faith, and that each other Member is an intended third party beneficiary of such Member's corresponding agreements, covenants and undertakings in connection with this Policy.
- e. Consequences for Failure to Respond or Submitting a Deficient Response.
  - i. In the event that a Member either (A) does not submit a Participant Response or Non-Participant Response (as applicable) within the required time period, or (B) (1) submits a response on the applicable form within the required time period that is incomplete or does not adequately disclose IPR or the portion(s) of the Specification the implementation of which would result in infringement of such IPR in accordance with this Policy and the Process and Procedures (a "Deficient Response") and (2) fails to resolve the deficiencies therein to the satisfaction of GlobalPlatform in accordance with clause (ii) below, then in either situation described in preceding clause (A) or (B), the Member will be deemed to have made a RAND-Free Commitment with respect to the Specification in question or, at the election of the Member, a RAND-Royalty Commitment, and in either case will be legally bound to such terms.
  - ii. In the event that GlobalPlatform receives a Deficient Response, then GlobalPlatform may notify the Member of the deficiencies therein, and the Member shall promptly, and in any event within thirty (30) days after such notice: (A) cooperate with GlobalPlatform's reasonable requests for clarification and additional information regarding such response and

(B) submit a revised response to GlobalPlatform for purposes of resolving all such deficiencies. In the event that such deficiencies have been fully resolved to the satisfaction of GlobalPlatform within such thirty (30) day period, then the Commitment or Refusal made by such Member in the relevant Participant Response or Non-Participant Response shall apply, and otherwise, the Member will be deemed to have made a RAND-Free Commitment with respect to the Specification in question or, at the election of the Member, a RAND-Royalty Commitment, and in either case will be legally bound to such terms.

- f. Upon Whom Binding. Subject to the knowledge qualifications set forth above, all responses to Patent Calls are binding upon the Member upon whose behalf the response has been delivered.
- g. Defensive Suspension. Any Member that Owns a Necessary Claim(s) and has made a RAND OSS, RAND-Royalty or RAND-Free Commitment with respect to the same shall be permitted to refuse or revoke such Commitment and any license delivered or covenant made pursuant to that Commitment with respect to any other owner of a Necessary Claim(s) under the same Specification that seeks to assert such claim(s) against such Member or any other implementer, provided that (i) such assertion is based solely upon such implementation's compliance with the Specification in question, and (ii) such owner is not willing to provide a similar or less restrictive Commitment to any Member and non-Member implementing such Specification with respect to such implementation.
- h. Implementation. The Board may approve such additional rules and regulations, to be found in the Process and Procedures, as may be consistent with and necessary to implement this Policy.
- i. Successors.
  - i. Each Member agrees that it will not transfer, and has not transferred, any Patents having Necessary Claims solely for the purpose of circumventing such Member's obligations under this Policy.
  - ii. All Commitments elected or imposed on a Member under this Policy shall be binding upon any purchaser, assignee, bankruptcy trustee, or other entity Controlling the Necessary Claim(s) to which such Commitment applies. No party bound by this Policy shall transfer any Patent having Necessary Claims, except to a successor that agrees in writing to (A) be bound by all Commitments previously made under this Policy with respect to such Patent, and (B) include the obligations set forth in this Section 1.2(i) in any document of transfer relating to such Patent in the event that it later transfers the same.
- j. Irrevocability/Amendments. All Commitments and other obligations made or deemed to be made by any Member under this Policy are irrevocable (unless otherwise explicitly set forth in this Policy), cannot be changed and shall survive any cessation of Membership. All Commitments and other obligations apply not only to the Specification with respect to which such Commitments were originally made or deemed to have been made, but also to any and all future versions and/or amendments to such Specification adopted by GlobalPlatform;

provided, however, that to the extent any such future version and/or amendment modifies the portion of any Specification with respect to which a Commitment was previously made or deemed to have been made, such Commitment shall not apply to such portion of the amended and/or future version of the Specification. For the avoidance of doubt, the present provision shall apply only to those IPR for which said Commitments were made or deemed to have been made in relation to said Specification and not to any other IPR that would become necessarily infringed by an implementation of amendments to and/or new version(s) of said Specification.

### **1.3 Non-Member Submissions**

The Company will require any non-Member permitted to submit technology to the Company to execute a Non-Member Submission of Technology Agreement in a form consistent with this Policy and such other forms as may from time be appropriate to ensure accomplishment of the goals of this Policy.

### **1.4 Document Notations**

All draft Specifications that are subject to Member comment and all finally adopted Specifications shall include the following introductory language:

“Recipients of this document are invited to submit, with their comments, notification of any relevant patents or other intellectual property rights (collectively, “IPR”) of which they may be aware which might be necessarily infringed by the implementation of the specification or other work product set forth in this document, and to provide supporting documentation.

Attention is drawn to the possibility that some of the elements of this Company specification or other work product may be the subject of IPR held by Company members or others. For additional information regarding any such IPR that have been brought to the attention of the Company please visit the Company’s Web site at <<\_\_\_\_\_>>. The Company shall not be held responsible for identifying any or all such IPR, and takes no position concerning the possible existence or the evidence, validity or scope of any such IPR.

THIS SPECIFICATION OR OTHER WORK PRODUCT IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY IMPLEMENTATION OF THIS SPECIFICATION OR OTHER WORK PRODUCT SHALL BE MADE ENTIRELY AT THE IMPLEMENTER’S OWN RISK, AND NEITHER THE COMPANY, NOR ANY OF ITS MEMBERS 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 IMPLEMENTATION OF THIS SPECIFICATION OR OTHER WORK PRODUCT.”

## 1.5 Web Site Notations

When Patents or other IPR have been identified with respect to draft Specifications or other work product subject to Member comment, or thereafter with respect to already published final Specifications or other work product, the following notices shall be included on the Company's Web site, as applicable:

- a. The following general notice:

“Attention is drawn to the possibility that some of the elements of the specifications or other work product available for download from the GlobalPlatform Web site may be the subject of patents or other intellectual property rights (collectively, “IPR”) held by GlobalPlatform members or others. GlobalPlatform shall not be held responsible for identifying any or all such IPR, and takes no position concerning the evidence, validity or scope of any such IPR.

THE SPECIFICATIONS OR OTHER WORK PRODUCT PROVIDED BY GLOBALPLATFORM ARE BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY IMPLEMENTATION OF SUCH SPECIFICATIONS OR OTHER WORK PRODUCT SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND NEITHER GLOBALPLATFORM, NOR ANY OF ITS MEMBERS 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 IMPLEMENTATION OF SUCH SPECIFICATIONS OR OTHER WORK PRODUCT.”

- b. If the owner of any IPR has asserted that infringement would result from the implementation of such draft Specification, Specification or other work product, and that such owner will grant a license or covenant not to assert patent claims and other IPR pursuant to 1.2(c) above, the following notice:

“GlobalPlatform draws attention to the fact that it is claimed that compliance with the specification or other work product identified below may involve the use of IPR concerning (.subject matter..) given in (.subclause..). GlobalPlatform takes no position concerning the evidence, validity or scope of this IPR.

The holder of this IPR has assured GlobalPlatform that he is willing to [refer to 1.2(c)]. In this respect, the statement of the holder of this IPR is registered with GlobalPlatform. Information may be obtained from:

[.name of holder of right..

[...address...].”

- c. If the owner of such IPR has asserted that infringement would result from the implementation of

such draft Specification, Specification or other work product, and such owner has refused to grant a license or covenant pursuant to 1.2(c) above, the notice immediately above, but the second paragraph of the above notice shall be replaced or supplemented, as appropriate, with the following:

“The holder of such IPR has refused a request by GlobalPlatform that it agree to make a license available to all implementers on reasonable and non-discriminatory terms for the purpose of implementing this specification or other work product. Information may be obtained from:

[..name of holder of right..]

[...address...]”

## **1.6 Patent Searches**

In no case shall the Company or any Member (or Member representative) be obligated to conduct searches for Necessary Claims which would be infringed by the implementation of a Specification.

## **1.7 Patents Revealed After Publication**

In the case where a Necessary Claim is revealed following publication of a Specification, and the holder of such Necessary Claim the owner of such Necessary Claim will be asked to license or grant covenants with respect to the necessary IPR in the manner outlined in 1.2(c) above. If such a license or covenant cannot be obtained, the Specification shall be referred back to the relevant technical committee for further consideration, as appropriate.

---

## **2. Copyrights**

The copyright for all draft and published Specifications and other Company work product shall belong to the Company.

### **2.1 Contributions of Copyrighted Materials**

Those who contribute their copyrighted materials to the Company shall retain copyright ownership of their original work, while at the same time granting the Company full rights to revise, modify, and create derivative works based on that original work, under the Company's own copyright.

### **2.2 Copyrighted Materials from Committees, Working Groups and Task Forces**

The technical and other materials developments created and approved by Committees, Working Groups and Task Forces will be covered by the Company's own copyright. All Company working documents under Committee / Working Group / Task Force review and enhancement shall include the following introductory language:

“Copyright © 20xx, GlobalPlatform, Inc., all rights reserved. This document is subject to updates, revisions and extensions by GlobalPlatform. This documentation is currently in draft form and is being reviewed and enhanced by the Committees, Working Groups and Task Forces of GlobalPlatform.”

---

### **3. Trade Secrets**

Company Members will not be expected to reveal trade secret information to the Company or to other Members, nor will they be asked to sign non-disclosure agreements.

The Company cannot be held responsible for the disclosure of any Member or non-Member's trade secret regardless of the circumstances.

---

## **4. Trademarks**

### **4.1 Company Trademarks**

Company trademarks, registered or otherwise, are the property of the Company. Their use shall be governed by such policies, procedures and guidelines as shall be approved by the Company from time to time, and applicable law.

### **4.2 Non Company Trademarks**

The use of trademarks not Owned by the Company shall be in accordance with applicable law and such contractual requirements as may be imposed by the owners of such trademarks.

---

## **5. Submission of Technology**

### **5.1 Completing a Submission**

Any Member may remit a Submission of Technology for evaluation and consideration. At the discretion of the Company, non-Members of the Company may also make a Submission, which must be accompanied by a fully completed Non-Member Submission of Technology Agreement. All Submissions are subject to the provisions of this Policy, shall be on such attachments or forms implementing the rules set forth in this Policy as the Company shall from time to time choose to employ, and must be delivered to such address and completed in such manner as the Process and Procedures from time to time specify.

### **5.2 Reviewing a Submission**

Only Full Members and Participating Members of GlobalPlatform may participate in the evaluation, revision and enhancement of a technology submission through the Committee, Working Group and Task Force structure. Additionally, only the Full Members and Participating Members participating in a given Committee, Working Group or Task Force are entitled to vote on the approval and submission (by such Committee, Working Group or Task Force) of new Specifications to the relevant approval process (as defined in GlobalPlatform Process and Procedures) before publication.

### **5.3 Announcing a Submission**

Under no circumstances may a document be referred to as “submitted to GlobalPlatform” or “under consideration by GlobalPlatform” or any similar phrase.

### **5.4 Accessing a Submission**

All Members, regardless of their Membership classification, are entitled to review technology Submissions. All technology Submissions will be posted on the Member Web site after being assigned to a Committee, Working Group or Task Force for evaluation.

# Attachment #1

## Withdrawal Notice Form

(Required for any Member withdrawing from a RAND OSS or RAND-Free Mode Committee, Working Group or Task Force)

**GLOBALPLATFORM, INC.**

### MEMBER WITHDRAWAL NOTICE FORM

**NOTE:** All blanks must be completed in order for this Withdrawal Notice to be valid. This Withdrawal Notice is subject to the Intellectual Property Rights (IPR) Policy (the “IPR Policy”) of GlobalPlatform, Inc. (“GlobalPlatform”), and the GlobalPlatform Process and Procedures Manual, each as from time to time amended (collectively, both such documents are referred to below as the “IPR Policy and Procedures”). *All capitalized terms used in this form are intended to have the meanings given to them in the IPR Policy.*

NAME OF MEMBER: \_\_\_\_\_

NAME OF  
REPRESENTATIVE  
COMPLETING THIS FORM  
ON BEHALF OF MEMBER: \_\_\_\_\_

MAILING ADDRESS OF  
REPRESENTATIVE: \_\_\_\_\_

EMAIL ADDRESS OF  
REPRESENTATIVE: \_\_\_\_\_

COMMITTEE, WORKING  
GROUP OR TASK FORCE TO  
WHICH THIS ELECTION  
FORM RELATES: \_\_\_\_\_

A. The Representative hereby notifies GlobalPlatform that it desires to withdraw from the Committee, Working Group or Task Force referred to above, effective immediately, and represents the following on behalf of him/herself and the Member referred to above, as the context requires:

1. The Representative is authorized to complete and submit this Withdrawal Notice on behalf of the Member, and to make the following representations and warranties.

2. The Representative and the Member have each reviewed the IPR Policy and Procedures, and agree that this Withdrawal Notice is being completed and submitted in full compliance with the same.

3. The Member hereby gives notice that in the event that the draft Specification under development of the Committee, Working Group or Task Force referred to above becomes a GlobalPlatform Specification, it and/or its Subsidiary(ies) does not agree to make a RAND OSS or RAND-Free Commitment, as appropriate to the Committee, Working Group or Task Force, to all Implementers of such Specification with respect to certain Patent claims Owned by it and/or a Subsidiary(ies) that may become Necessary Claims under such Specification; provided, however, that the Member acknowledges and agrees that neither it nor any of its Subsidiaries can withhold, and will in fact extend, a license compatible with a RAND OSS or RAND-Free Commitment, as appropriate, to any Patent claims Owned by it or any such Subsidiary that would become Necessary Claims if the draft Specification in the form in which it exists today was not further changed. For the avoidance of doubt, further changes to the draft Specification will not result in further obligations upon the undersigned, nor will they diminish any obligations of the undersigned with respect to the portions of the draft Specification that do not change. The Patent claims, if any, for which a license compatible with a RAND OSS or RAND-Free Commitment, as appropriate, is/are being withheld, together with the relevant portions of the current change proposal to the draft Specification, are listed in Exhibit A to this Withdrawal Notice.

4. The Representative is not aware of any Necessary Claim(s) or other IPR of any third party that might be infringed by the implementation of the draft Specification referenced above. If the Representative is aware of any such potential infringement, then the Representative has described such Necessary Claim(s) on Exhibit B, together with any supporting documentation that may be readily available to the Representative.

B. GlobalPlatform, in accepting this Withdrawal Notice, acknowledges that the representation required in paragraph A.4 above is being solicited purely for informational purposes, and GlobalPlatform will not be relying on such representation or otherwise holding the Representative or Member responsible for its completeness or accuracy.

This Withdrawal Notice has been submitted on \_\_\_\_\_, 201\_.

Name of Member: \_\_\_\_\_

By: \_\_\_\_\_  
[Signature of Representative]

Name of Representative: \_\_\_\_\_

**Exhibit A to the Withdrawal Notice Form**

**Disclosed IPR**

---

Jurisdiction and Patent Number	Necessary Claim	Effected Portion of Standard

**Exhibit B to the Withdrawal Notice Form**

**Disclosed Third Party IPR**

---

Jurisdiction and Patent Number	Necessary Claim	Effected Portion of Standard

**Attachment #2**  
**Member Submission of Technology Form**  
(Required for all Member IPR Submissions)

**GLOBALPLATFORM, INC.**

**MEMBER SUBMISSION OF TECHNOLOGY FORM**

**NOTE:** All blanks must be completed in order for this submission to be given consideration and for this form to be accepted. This submission is subject to all such guidelines, policies and procedures of GlobalPlatform, Inc. as may currently be in force. *All capitalized terms used in this form are intended to have the meanings given to them in the IPR Policy.*

NAME OF SUBMITTING  
ORGANIZATION  
("MEMBER"):

\_\_\_\_\_

NAME OF PERSON  
COMPLETING THIS FORM  
ON BEHALF OF SUBMITTER  
("REPRESENTATIVE"):

\_\_\_\_\_

MAILING ADDRESS OF  
REPRESENTATIVE:

\_\_\_\_\_

EMAIL ADDRESS OF  
REPRESENTATIVE:

\_\_\_\_\_

SPECIFICATION,  
AMENDMENT OR OTHER  
WORK PRODUCT TO  
WHICH THIS SUBMISSION  
RELATES (THE  
"SPECIFICATION"):

\_\_\_\_\_

- A. The Representative hereby represents the following on behalf of him/herself and the Member, as the context requires:
1. The Representative is authorized on behalf of the Member to make the submission described in Exhibit A (the "Submission") and the following representations and warranties.
  2. The Member has reviewed the current *Intellectual Property Rights (IPR) Policy* (the "Policy") and *Process and Procedures Manual* of GlobalPlatform, Inc. (together with the Policy, the "IPR Documents"), current copies of which have been distributed to each Enrolled Member upon request), and agrees that it will fully comply with the

IPR Documents.

3. The Member hereby irrevocably makes a RAND OSS or RAND-Free Commitment, as appropriate, with respect to all Necessary Claims Owned by it or any of its Subsidiaries that would become Necessary Claims if its Submission is incorporated into the Specification and the Specification is finally approved by GlobalPlatform. This obligation relates to all Members and non-Members desiring to use such Patented technology or other IPR for the purpose of implementing the Specification.
  4. The Member hereby agrees that GlobalPlatform, Inc. may copy, distribute and otherwise make available the Submission for the purpose of evaluation, and that in the event that the Submission is accepted, that GlobalPlatform, Inc. will own the copyright in the resulting Specification or amendment thereto and all rights therein, including the rights of distribution. This agreement shall not in any way deprive the Member of any Patent or other IPR relating to the technology to which its Submission relates.
  5. The Representative is not aware of any claim(s) in any Patents or other IPR of any third party which would be infringed by the implementation of the Specification. If the Representative is aware of any such potential infringement, then the Member has described, to the best of his/her knowledge, in accordance with the Policy and the Process and Procedures, such infringement and the related IPR in Exhibit B, together with any supporting documentation which may be readily available to the Representative.
- B. GlobalPlatform, in accepting this form, acknowledges that the representation required in paragraph A.5 above is being solicited purely for informational purposes, and that GlobalPlatform will not be relying on such representation or otherwise holding the Member responsible for its accuracy.
- C. GlobalPlatform, in accepting this Submission, acknowledges the following:

EXCEPT AS SPECIFICALLY PROVIDED FOR ABOVE, THIS SUBMISSION IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED, EXCEPT TO THE EXTENT OF KNOWING FALSITY IN ANY STATEMENT MADE ABOVE. ANY IMPLEMENTATION OF ANY SPECIFICATION OR AMENDMENT THERETO INCORPORATING THE SUBMISSION IN WHOLE OR IN PART SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND THE MEMBER SHALL HAVE NO LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER DIRECTLY OR INDIRECTLY ARISING FROM SUCH IMPLEMENTATION, EXCEPT AS A RESULT OF ANY KNOWING FALSITY IN ANY STATEMENT MADE ABOVE.

This submission has been made on \_\_\_\_\_, 20\_\_\_\_.

Name of Member: \_\_\_\_\_

By: \_\_\_\_\_  
[Signature of Representative]

Name of Representative: \_\_\_\_\_

**Exhibit A to Member Submission of Technology Form**

# **Submission**

---

**Exhibit B to Member Submission of Technology Form**

# Third Party IPR

---

Jurisdiction and Patent Number	Necessary Claim	Effected Portion of Standard

## Attachment #3: Participant Response Form

**NOTE:** All blanks must be completed in order for this form to be accepted. This response is subject to all such guidelines, policies and procedures of GlobalPlatform, Inc. (“GlobalPlatform”) as may currently be in force. This form is to be completed on behalf of each Member which is Enrolled (as defined in the Process and Procedures Manual). *All capitalized terms used in this form are intended to have the meanings given to them in the IPR Policy.*

NAME OF MEMBER  
 (“MEMBER”):

---

NAME OF PERSON  
 COMPLETING THIS  
 (“REPRESENTATIVE”):

---

MAILING ADDRESS OF  
 REPRESENTATIVE:

---

EMAIL ADDRESS OF  
 REPRESENTATIVE:

---

SPECIFICATION OR  
 AMENDMENT TO WHICH  
 THIS FORM RELATES (THE  
 “SPECIFICATION”):

---

- A. The Representative hereby represents the following on behalf of him/herself and the Member, as the context requires:
1. The Representative is authorized on behalf of the Member to make the following representations and warranties.
  2. The Member has reviewed the current *Intellectual Property (IPR) Policy* (the “Policy”) and *Process and Procedures Manual* of GlobalPlatform, Inc. (together with the Policy, the “IPR Documents”, current copies of which have been distributed to each Enrolled Member) and agrees that it will fully comply with the IPR Documents. All capitalized terms used but not defined in this form shall have the meanings ascribed to them in the Policy.
  3. The Member hereby irrevocably agrees that if the Specification is finally approved by GlobalPlatform, then subject to the terms and provisions of the Policy, including without limitation, Section 1.6 (Patent Searches) and Section 1.2j (Irrevocability/Amendments) (please check one blank, but only a blank for an option permitted under the Charter of this Committee, Working Group or Task Force):

- (a) \_\_\_\_\_ the Member hereby makes a RAND-Free Commitment with respect to all Necessary Claims Owned by it or any of its Subsidiaries under the Specification for the purpose of implementing it;
- (b) \_\_\_\_\_ the Member hereby makes a RAND-OSS Commitment with respect to all Necessary Claims Owned by it or any of its Subsidiaries under the Specification for the purpose of implementing it;
- (c) \_\_\_\_\_ the Member hereby makes a RAND-Royalty Commitment with respect to all Necessary Claims Owned by it or any of its Subsidiaries under the Specification for the purpose of implementing it and also states one of the following (please check one blank):
  - (i) \_\_\_\_\_ identified on Exhibit A in accordance with the Policy and the Process and Procedures are the specific Patent claim(s) and/or other IPR which are Owned by the Member or any of its Subsidiaries which the Member asserts would be Necessary Claims and the specific portion(s), section(s) and subsection(s) of the Specification which would result in the infringement; or
  - (ii) \_\_\_\_\_ the Representative is also the “member designee”, as defined in the GlobalPlatform Process and Procedures Manual, and is unaware of any Patent claims that would be Necessary Claims or other IPR of the Member (or any of its Subsidiaries) that would be necessarily infringed;
- (d) \_\_\_\_\_ identified on Exhibit A in accordance with the Policy and the Process and Procedures are the specific Patent claim(s) which are Owned by the Member or any of its Subsidiaries which the Member asserts would be Necessary Claims and the specific portion(s), section(s) and subsection(s) of the Specification which would result in the infringement. The Member additionally states that (please check one blank):
  - (i) \_\_\_\_\_ no guarantee of the appropriate license rights is being made;
 or
  - (ii) \_\_\_\_\_ such rights will be denied in some or all cases.

4. The Representative is not aware of any claim(s) in any Patents or other IPR of any third party which would be necessarily infringed by the implementation of the Specification. If the Representative is aware of any such potential infringement, then the Representative has described, to the best of his/her knowledge, in accordance with the Policy and the Process and Procedures, such infringement and the related IPR in Exhibit B, together with any supporting documentation which may be readily available to the Representative.

B. GlobalPlatform, in accepting this form, acknowledges that the representation required in paragraph A.4 above is being solicited purely for informational purposes, and that

GlobalPlatform. will not be relying on such representation or otherwise holding the Member responsible for its accuracy.

This Participant Response Form has been submitted on \_\_\_\_\_, 201\_\_.

Name of Member: \_\_\_\_\_

By: \_\_\_\_\_  
[Signature of Representative]

Name of Representative: \_\_\_\_\_

**Exhibit A to the Participant Response Form**

**Disclosed IPR**

---

Jurisdiction and Patent Number	Necessary Claim	Effected Portion of Standard

**Exhibit B to the Participant Response Form**

**Disclosed Third Party IPR**

---

Jurisdiction and Patent Number	Necessary Claim	Effectuated Portion of Standard

## Attachment #4: Non-Participant Response Form

**NOTE:** All blanks must be completed in order for this form to be accepted. This response is subject to all such guidelines, policies and procedures of GlobalPlatform, Inc. (“GlobalPlatform”) as may currently be in force. This form is to be completed on behalf of each Member which is not Enrolled (as defined in the Process and Procedures Manual).

NAME OF MEMBER  
 (“MEMBER”):

---

NAME OF PERSON  
 COMPLETING THIS  
 (“REPRESENTATIVE”):

---

MAILING ADDRESS OF  
 REPRESENTATIVE:

---

EMAIL ADDRESS OF  
 REPRESENTATIVE:

---

SPECIFICATION OR  
 AMENDMENT TO WHICH  
 THIS FORM RELATES (THE  
 “SPECIFICATION”):

---

- A. The Representative hereby represents the following on behalf of him/herself and the Member, as the context requires:
1. The Representative is authorized on behalf of the Member to make the following representations and warranties.
  2. The Member has reviewed the current Intellectual Property (IPR) Policy (the “Policy”) and Process and Procedures Manual of GlobalPlatform, Inc. (together with the Policy, the “IPR Documents”, current copies of which have been distributed to each Enrolled Member) and agrees that it will fully comply with the IPR Documents. All capitalized terms used but not defined in this form shall have the meanings ascribed to them in the Policy.
  3. The Member hereby irrevocably agrees that if the Specification is finally approved by GlobalPlatform, then subject to the terms and provisions of the Policy, including without limitation, Section 1.6 (Patent Searches) and Section 1.2j (Irrevocability/Amendments) (please check one blank, but only a blank for an option permitted under the Charter of this Committee, Working Group or Task Force):

- (a) \_\_\_\_\_ the Member hereby makes a RAND-Free Commitment with respect to all Necessary Claims Owned by it or any of its Subsidiaries under the Specification for the purpose of implementing it;
- (b) \_\_\_\_\_ the Member hereby makes a RAND-OSS Commitment with respect to all Necessary Claims Owned by it or any of its Subsidiaries under the Specification for the purpose of implementing it;
- (c) \_\_\_\_\_ the Member hereby makes a RAND-Royalty Commitment with respect to all Necessary Claims Owned by it or any of its Subsidiaries under the Specification for the purpose of implementing it and also states one of the following (please check one blank):
  - (i) \_\_\_\_\_ identified on Exhibit A in accordance with the Policy and the Process and Procedures are the specific Patent claim(s) and/or other IPR which are Owned by the Member or any of its Subsidiaries which the Member asserts would be Necessary Claims and the specific portion(s), section(s) and subsection(s) of the Specification which would result in the infringement; or
  - (ii) \_\_\_\_\_ the Representative is also the “member designee”, as defined in the GlobalPlatform Process and Procedures Manual, and is unaware of any Patent claims that would be Necessary Claims or other IPR of the Member (or any of its Subsidiaries) that would be necessarily infringed;
- (d) \_\_\_\_\_ identified on Exhibit A in accordance with the Policy and the Process and Procedures are the Patent claim(s) which are Owned by the Member (or any of its Subsidiaries) which the Member asserts would be Necessary Claims and the specific portion(s), section(s) and subsection(s) of the Specification which would result in the infringement. The Member additionally states that (please check one blank):
  - (i) \_\_\_\_\_ no guarantee of appropriate license rights is being made; or
  - (ii) \_\_\_\_\_ such rights will be denied in some or all cases.

4. The Representative is not aware of any claim(s) in any Patents or other IPR of any third party which would be necessarily infringed by the implementation of the Specification. If the Representative is aware of any such potential infringement, then the Representative has described, to the best of his/her knowledge, in accordance with the Policy and the Process and Procedures, such infringement and the related IPR in Exhibit B, together with any supporting documentation which may be readily available to the Representative.

B. GlobalPlatform, in accepting this form, acknowledges that the representation required in paragraph A.4 above is being solicited purely for informational purposes, and that GlobalPlatform will not be relying on such representation or otherwise holding the Member

responsible for its accuracy.

This Non-Participant Response Form has been submitted on \_\_\_\_\_, 201\_\_.

Name of Member: \_\_\_\_\_

By: \_\_\_\_\_  
[Signature of Representative]

Name of Representative: \_\_\_\_\_

**Exhibit A to the Participant Response Form**

**Disclosed IPR**

---

Jurisdiction and Patent Number	Necessary Claim	Effected Portion of Standard

**Exhibit B to the Participant Response Form**

**Disclosed Third Party IPR**

---

Jurisdiction and Patent Number	Necessary Claim	Effected Portion of Standard

## **Attachment #5: Charter and Rules**

---

Committee, Working Group or Task Force / OSS Project Name: [Insert name of Committee, Working Group or Task Force and/or name of open source development effort]

Purpose: [Insert description of open source software to be developed and intended use for the software]

License: [Insert “GlobalPlatform/Apache” unless a different license agreement has been approved by the Board of Directors]

Rules: [Insert specified rules of operation for Committee, Working Group or Task Force, or refer to external or internal rules of operation for open source development projects]

## Attachment #6: GlobalPlatform/Apache Individual Contributor Agreement

---

Thank You for Your interest in the GlobalPlatform [*insert name of project*]. In order to clarify the intellectual property license granted with Contributions from any person or entity, GlobalPlatform must have a Contributor License Agreement (“CLA”) on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for Your protection as a Contributor as well as the protection of GlobalPlatform and its users; it does not change Your rights to use Your own Contributions for any other purpose. If You have not already done so, please complete and sign, then scan and email a pdf file of this Agreement to [secretariat@globalplatform.org](mailto:secretariat@globalplatform.org). If necessary, send an original signed Agreement to 544 Hillside Rd., Redwood City, California 94062 USA. Please read this document carefully before signing and keep a copy for Your records.

Full name: \_\_\_\_\_

(optional) Public name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to GlobalPlatform. In return, GlobalPlatform shall not use Your Contributions in a way that is inconsistent with its nonprofit status and bylaws, as from time to time in force. Except for the license granted herein to GlobalPlatform and recipients of software distributed by GlobalPlatform, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions. “You” (or “Your”) shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with GlobalPlatform. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, “control” means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding voting securities of such entity.

“Contribution” shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to GlobalPlatform for inclusion in, or documentation of, any of the products owned or managed by GlobalPlatform (the “Work”). For the purposes of this definition, “submitted” means any form of electronic, verbal, or written communication sent to GlobalPlatform or its representatives, including but not limited to

communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, GlobalPlatform for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Contribution.”

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to GlobalPlatform and to recipients of software distributed by GlobalPlatform a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

3. Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to GlobalPlatform and to recipients of software distributed by GlobalPlatform a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have-made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) was submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Your Contribution, or the Work to which You have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

4. You represent that You are legally entitled to grant the above licenses. If Your employer(s) has rights to intellectual property that You create that includes Your Contributions, You represent that You have received permission to make Contributions on behalf of that employer, that Your employer has waived such rights for Your Contributions to GlobalPlatform, or that Your employer has executed a separate Corporate CLA with GlobalPlatform.

5. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others). You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which You are personally aware and which are associated with any part of Your Contributions.

6. You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an “AS IS” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

7. Should You wish to submit work that is not Your original creation, You may submit it to GlobalPlatform separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which You are personally aware, and conspicuously marking the work as “Submitted on behalf of a third-party: [named here]”.

8. You agree to notify GlobalPlatform of any facts or circumstances of which You become aware that would make these representations inaccurate in any respect.

Please sign: \_\_\_\_\_ Date: \_\_\_\_\_