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Apache License

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional:

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5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather

than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- d) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components

(compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

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34 The GNU lesser general public license version 2.1

Version 2.1, February 1999

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When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

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Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the

Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

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a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

- c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
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35 The GNU lesser general public license version 3

Version 3, 29 June 2007

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A "Combined Work" is a work produced by combining or linking an Application with the Library. The particular version of the Library with which the Combined Work was made is also called the "Linked Version".

The "Minimal Corresponding Source" for a Combined Work means the Corresponding Source for the Combined Work, excluding any source code for portions of the Combined Work that, considered in isolation, are based on the Application, and not on the Linked Version.

The "Corresponding Application Code" for a Combined Work means the object code and/or source code for the Application, including any data and utility programs needed for reproducing the Combined Work from the Application, but excluding the System Libraries of the Combined Work.

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4. Combined Works.

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Intellectual Property Rights (IPR) Policy

INTRODUCTION

DEFINITIONS

CONFIDENTIALITY

TC FORMATION

CONTRIBUTIONS

LIMITED PATENT COVENANT FOR SPECIFICATION DEVELOPMENT

FEEDBACK

DISCLOSURE

TYPES OF OBLIGATIONS

LICENSING REQUIREMENTS

RAND Mode TC Requirements

RF Mode TC Requirements

Common

RF on RAND Terms

RD on Limited Terms

Non-Assertion Mode TC Requirements

WITHDRAWAL AND TERMINATION

LIMITATIONS OF LIABILITY

GENERAL

NOTICES

Appendix A. Feedback License

Appendix B. Copyright License Grant

1. INTRODUCTION

The OASIS Intellectual Property Rights (IPR) Policy governs the treatment of intellectual property in the production of deliverables 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:

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.

Beneficiary - any organization, including its Affiliates as defined in this Policy, or individual who benefits from the OASIS Non-Assertion Covenant with respect to Essential Claims from Obligated Parties for a particular OASIS Standards Final Deliverable. A Beneficiary need not be an OASIS member.

Continuing Licensing or Non-Assertion Obligation - a licensing or non-assertion obligation, of the types defined by Section 9 of this Policy, which survives a TC Party's withdrawal from an OASIS Technical Committee.

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 Deliverable.

Contribution Obligation - a licensing or non-assertion requirement, as described in Section 10 that results from making a Contribution as described in Section 9.1.

Contributor - a TC Party on whose behalf a Contribution is made by the TC Party's TC Member.

Covered Product - includes only those specific portions of a product (hardware, software or combinations thereof) that (a) implement and are compliant with all Normative Portions of an OASIS Standards Final Deliverable produced by a Non-Assertion Mode TC that must be implemented to comply with such deliverable, and (b) to the extent that the product implements one or more optional portions of such deliverable, those portions that implement and are compliant with all Normative Portions that must be implemented to comply with such optional portions of the deliverable.

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.

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 Standards Final Deliverable created within the scope of the TC charter in effect at the time such deliverable 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 Standards Final Deliverable. Existence of a non-infringing alternative shall be judged based on the state of the art at the time the OASIS Standards Final Deliverable is approved.

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 Deliverable. All such Feedback must be made under the terms of the Feedback License (Appendix A).

Final Maintenance Deliverable - Any OASIS Standards Final Deliverable that results entirely from Maintenance Activity.

IPR Mode - an element of an OASIS TC charter, which specifies the type of licenses or non-assertion covenants required for any Essential Claims associated with the output produced by a given Technical Committee. This is further described in Section 4.

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 Standards Final Deliverable that must be implemented to comply with such deliverable, and (b) to the extent that the Licensee's products implement one or more optional portions of such deliverable, 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 deliverable.

Licensee - any organization, including its Affiliates as defined in this Policy, or individual that licenses Essential Claims from Obligated Parties for a particular OASIS Standards Final Deliverable. Licensees need not be OASIS members.

Maintenance Activity - Any drafting or development work to modify an OASIS Standards Final Deliverable that (a) constitutes only error corrections, bug fixes or editorial formatting changes to the OASIS Standards Final Deliverable; and (b) does not add any feature; and (c) is within the scope of the TC that approved the OASIS Standards Final Deliverable (whether or not the work is conducted by the same TC).

Normative Portion - a portion of an OASIS Standards Final Deliverable that must be implemented to comply with such deliverable. If such deliverable 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 Standards Final Deliverable that may be included in such deliverable are not Normative Portions.

Non-Assertion Mode TC - an OASIS TC that is chartered under the Non-Assertion IPR Mode described in Section 4.

OASIS Deliverable - a work product developed by a Technical Committee within the scope of its charter which is enumerated in and developed in accordance with the OASIS Technical Committee Process.

OASIS Standards Draft Deliverable - an OASIS Deliverable that has been designated and approved by a Technical Committee as an OASIS Standards Draft Deliverable and which is enumerated in and developed in accordance with the OASIS Technical Committee Process.

OASIS Standards Final Deliverable - an OASIS Deliverable that has been designated and approved by a Technical Committee as an OASIS Standards Final Deliverable and which is enumerated in and developed in accordance with the OASIS Technical Committee Process.

OASIS Party - a member of OASIS (i.e., an entity that has executed an OASIS Membership Agreement) and its Affiliates.

OASIS TC Administrator - the person(s) appointed to represent OASIS in administrative matters relating to TCs as provided by the OASIS Technical Committee Process.

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.

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.

Obligated Party - a TC Party that incurs a licensing or non-assertion obligation for its Essential Claims by either a Contribution Obligation or a Participation Obligation.

Participation Obligation - a licensing or non-assertion requirement, as described in Section 10, that arises from membership in an OASIS Technical Committee, as described in Section 9.2.

RAND Mode TC - an OASIS TC that is chartered under the RAND IPR Mode described in Section 4.

RF Mode TC - an OASIS TC that is chartered under one of the RF IPR Modes described in Section 4.

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.

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 the following IPR Modes:

RAND - requires all Obligated Parties to license their Essential Claims using the RAND licensing elements described in Section 10.1.

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.

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.

Non-Assertion - requires all Obligated Parties to provide an OASIS Non-Assertion Covenant as described in Section 10.3.

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):

OASIS has no duty to publish or otherwise use or disseminate any Contribution.

OASIS may reference the name(s) of the Contributor(s) for the purpose of acknowledging and publishing the Contribution.

The Contribution properly identifies any holders of copyright interests in the Contribution.

No information in the Contribution is confidential, and OASIS may freely disclose any information in the Contribution.

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

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

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

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 Deliverable, or incorporated into such work.

No OASIS Party may use an OASIS trademark or service mark in connection with an OASIS Deliverable or otherwise, except in compliance with such license and usage guidelines as OASIS may from time to time require.

6. LIMITED PATENT COVENANT FOR DELIVERABLE DEVELOPMENT

To permit TC Members and their TC Parties to develop implementations of OASIS Standards Draft Deliverables 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 OASIS Standards Draft Deliverable and covering making or using (but not selling or otherwise distributing) an implementation of such OASIS Standards Draft Deliverable, solely for the purpose of testing and developing such deliverable and only until either the OASIS Standards Draft Deliverable is approved as an OASIS Standards Final Deliverable or the Technical Committee is closed.

7. FEEDBACK

OASIS encourages Feedback to OASIS Deliverables 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).

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

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 Standards Final Deliverable as such document then exists (collectively, "Disclosed Claims").

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 Standards Final Deliverable 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 OASIS Standards Final Deliverable in its then-current form.

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.

Disclosure Requests - Disclosure requests will be included as described in Section 12 with all public review copies of OASIS Standards Final Deliverables. All OASIS Parties are encouraged to review such OASIS Standards Final Deliverables and make appropriate disclosures.

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 an OASIS Standards Final Deliverable, 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.

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 OASIS Standards Final Deliverable; 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 OASIS Standards Final Deliverable.

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 or provide under non-assertion covenants as appropriate for the IPR mode 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 (a) the OASIS Standards Final Deliverable produced by

the TC that received the Contribution, or (b) any Final Maintenance Deliverable with respect to that OASIS Standards Final Deliverable.

9.2 Participation Obligation

A TC Party has a Participation Obligation to license or provide under non-assertion covenant as appropriate for the IPR mode, as described in Section 10, any claims under its patents or patent applications that would be Essential Claims in the then current OASIS Standards Draft Deliverable, if that draft subsequently becomes an OASIS Standards Final Deliverable, even if the TC Party is not a Contributor, when all of the following conditions are met:

An OASIS Standards Final Deliverable is finally approved that incorporates such OASIS Standards Draft Deliverable, 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, 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 Standards Draft Deliverable has elapsed.

Once the foregoing conditions are met, that TC Party's Participation Obligation so to license or provide a non-assertion covenant continues with respect to that OASIS Standards Final Deliverable, and any Final Maintenance Deliverable subsequently approved with respect to that OASIS Standards Final Deliverable.

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 Standards Draft Deliverable is approved by the TC, the Participation Obligation adjusts to encompass the material in the latest OASIS Standards Draft Deliverable seven days after such draft has been approved for publication.

10. LICENSING REQUIREMENTS

10.1 RAND Mode TC Requirements

For an OASIS Standards Final Deliverable 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 (a) Licensed Products that implement such OASIS Standards Final Deliverable, and (b) Licensed Products that implement any

Final Maintenance Deliverable with respect to that OASIS Standards Final Deliverable. Such license need not extend to features of a Licensed Product that are not required to comply with the Normative Portions of such OASIS Standards Final Deliverable or Final Maintenance Deliverable. 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 Standards Final Deliverable and any such Final Maintenance Deliverable. Such term may require the Licensee to grant licenses to all implementers of such deliverable. 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 Standards Final Deliverable or any such Final Maintenance Deliverable.

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 Standards Final Deliverable 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 directly or indirectly distribute (a) Licensed Products that implement such OASIS Standards Final Deliverable, and (b) Licensed Products that implement any Final Maintenance Deliverable with respect to that OASIS Standards Final Deliverable. Such license need not extend to features of a Licensed Product that are not required to comply with the Normative Portions of such OASIS Standards Final Deliverable or Final Maintenance Deliverable. 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 Standards Final Deliverable and any such Final Maintenance Deliverable.

Such term may require the Licensee to grant licenses to all implementers of such deliverable. 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 Standards Final Deliverable and any such Final Maintenance Deliverable.

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.

10.3. Non-Assertion Mode TC Requirements

10.3.1. For an OASIS Standards Final Deliverable developed by a Non-Assertion Mode TC, and any Final Maintenance Deliverable with respect to that OASIS Standards Final Deliverable, each Obligated Party in such TC hereby makes the following world-wide "OASIS Non-Assertion Covenant".

Each Obligated Party in a Non-Assertion Mode TC irrevocably covenants that, subject to Section 10.3.2 and Section 11 of the OASIS IPR Policy, it will not assert any of its Essential Claims covered by its Contribution Obligations or Participation Obligations against any OASIS Party or third party for making, having made, using, marketing, importing, offering to sell, selling, and otherwise distributing Covered Products that implement an OASIS Standards Final Deliverable developed by that TC and Covered Products that implement any Final Maintenance Deliverable with respect to that OASIS Standards Final Deliverable.

10.3.2. The covenant described in Section 10.3.1 may be suspended or revoked by the Obligated Party with respect to any OASIS Party or third party if that OASIS Party or third party asserts an Essential Claim in a suit first brought against, or attempts in writing to assert an Essential Claim against, a Beneficiary with respect to a Covered Product that implements the same OASIS Standards Final Deliverable or any such Final Maintenance Deliverable.

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

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