FIDO Alliance Inc. is a California incorporated non-profit mutual benefit corporation.
FIDO Alliance Membership Agreement

1 Mission Statement and Preamble

Mission Statement: The Mission of the FIDO Alliance Inc. (“FIDO Alliance”) is a shared material obligation by and among all Members to change the nature of authentication security on the Web by (a) developing open unencumbered technical Specifications and Other Publications that define an open, scalable, interoperable set of mechanisms that supplant reliance on passwords to authenticate users of online services, (b) operating industry programs to help ensure successful worldwide adoption of the Specifications and (c) submitting mature unencumbered technical Specification(s) to recognized standards development organization(s) for formal standardization.

This Fast Identity Online (“FIDO”) Alliance Membership Agreement (“Agreement”) is entered by Signatory, and provides rights from and responsibilities to FIDO Alliance and all other Members, whether they became Members prior to, simultaneous with, or subsequent to, the Effective Date. This Agreement is effective (“Effective Date”) as of the date on which it is counter-signed by a duly authorized party of FIDO Alliance, which counter-signature shall indicate acceptance of this Agreement by the then-current FIDO Board as defined below.

Whereas, the Founding Members, having a shared goal to develop technical Specifications and Other Publications that define an open, scalable, interoperable set of mechanisms for stronger authentication on the Web, have formed the FIDO Alliance to achieve its Mission; and

Whereas, the Founding Members have provided a means for additional parties to join the FIDO Alliance as defined below;

Now it is hereby agreed that, in consideration of their participation in scoping, developing, defining and promoting the Specifications and Other Publications, and in consideration of all other Members entering into FIDO Alliance Membership Agreements in identical form, and of all future parties who wish to participate as Members entering into such a FIDO Alliance Membership Agreement as a condition of becoming a Member, such that all Members shall be regarded as parties to a single instance of this Agreement as applicable under relevant law, such as third party beneficiary and standards organizations law, each Member agrees to the following:

2 Definitions

Capitalized terms used in this Agreement shall have the following definitions and meanings:

“Associate Member” shall mean any Member who has joined the FIDO Alliance at the Associate Member class of membership as defined in Section 11.

“Board” or “FIDO Board” shall refer to the collective entity of Delegates, each Delegate designated by a Board Member of the FIDO Alliance, which shall serve certain purposes described in this Agreement. By way of clarification, the Board shall have the rights and obligations set out in Section 4.2.2 of this Agreement, but shall not constitute the Executive Council, a separate entity of the FIDO Alliance as set forth herein.
“Board Member” shall mean any Member who has joined the FIDO Alliance at the Board Member class of membership as defined in Section 11.

“Bound Entities)” means the Signatory and its Related Entities if applicable.

“Call for Exclusion” means the document indicating the relevant documents against which Participants must make exclusion statements, as well as precise dates and deadlines for making any exclusions.

“Charter” means the document defining the scope, Deliverables, timing and other matters as specified in Section 4.4.1 of a Working Group.

“Confidential Information” shall mean: (i) with regard to Confidential Information of a Member, Contributions that are provided in tangible form and are clearly marked as “Confidential” or if disclosed orally that are clearly identified as “Confidential” at the time of disclosure or within 30 days after such initial disclosure; or (ii) with regard to Confidential Information of FIDO, information concerning the status of matters under consideration by the FIDO Alliance, including but not limited to Specifications or other documents that are provided in tangible form and are clearly marked as “Confidential” or if disclosed orally that are clearly identified as “Confidential” at the time of disclosure or within 30 days after such initial disclosure.

“Contribution” means any original work of authorship, including any modifications or additions to an existing work, that is submitted by the author for inclusion in any FIDO Alliance Publication. For the purposes of this definition, “submit” means any form of electronic, oral, or written communication for the purpose of discussing and improving the FIDO Alliance Publication, but excluding any communication that is conspicuously designated in writing as not a contribution.

“Control” means, of an entity, the power, directly or indirectly, including without limitation through direct or indirect ownership, to control more than 50% of the voting power to elect directors of that entity, or the power to direct or cause the direction of management and policies of such entity. The words “Controls” and “Controlled” shall be construed accordingly.

“Controlling Documents” means any Policy Document, bylaws, articles of incorporation or other document developed by the Board for the purpose of governing and administering the business of FIDO Alliance.

“Date” means the date on which the Signatory signs this Agreement.

“Delegate” shall mean an employee designated by a Member who has joined the FIDO Alliance at the Board Member class of membership and is otherwise qualified to designate such Delegate. The collective of the Delegates is the FIDO Board. The Board Member that designated a Delegate may replace such Delegate at any time.

“Deliverable” shall mean any Specifications, Requirements, and Other Publications developed within FIDO Alliance as of the date of the Signatory’s last Contribution.
“Disclosure Statement” means the statement to be provided in response to a request for disclosure of an Essential Claim.

"Essential Claims" means all claims in any patent or patent application in any jurisdiction in the world that would necessarily be infringed by implementation of the Proposed Standard Specification. 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 Requirements of the Proposed Standard Specification. Existence of a non-infringing alternative shall be judged based on the state of the art at the time the specification becomes a Proposed Standard Specification. The following are expressly excluded from and shall not be deemed to constitute Essential Claims: 1) any claims other than as set forth above even if contained in the same patent as Essential Claims; 2) claims which would be infringed only by: a) portions of an implementation that are not specified in the Normative Requirements of the Proposed Standard Specification, b) enabling technologies that may be necessary to make or use any product or portion thereof that complies with the Proposed Standard Specification and are not themselves expressly set forth in the Proposed Standard Specification (e.g., semiconductor manufacturing technology, compiler technology, object-oriented technology, basic operating system technology, and the like); or c) the implementation of technology developed elsewhere and merely incorporated by reference in the body of the Proposed Standard Specification; and 3) design patents and design registrations.

“Executive Council” shall refer to the collective of certain Delegates which shall constitute the entity defined in the Bylaws as the “Board of Directors” for purposes of applicable California law, and which shall have the rights and obligations set out in Section 4.2.1 of this Agreement and applicable California law. The Executive Council may be referred to as the Statutory Committee in the Bylaws.

“Founding Date” shall mean October 1, 2012. Members who join FIDO Alliance after the Founding Date shall not be considered Founding Members.

“Full Majority Vote” shall mean 50% or more of the then current Members meeting Voting Requirements of the applicable group (e.g., the Board, the Executive Council, or a Working Group).

“Full Supermajority Vote” shall mean 66% or more of the then current Members meeting Voting Requirements of the applicable group (e.g., the Board, the Executive Council, or a Working Group).

“Founder” and “Founding Member” shall mean all Members who enter into this Agreement by the Founding Date. Such Member shall have the right to publicly claim to have been a Founder or Founding Member of the FIDO Alliance.

“Good Standing” shall mean that the Member has paid all required fees for membership at the designated level and any other requirements as set forth by the Board.

“Government Member” shall mean any Member who has joined the FIDO Alliance at the Government Member class of membership as defined in Section 11.
“Member” shall mean an entity that has completed the application forms and has executed a copy of this Agreement or a prior Membership Agreement subject to the Agreement amendment process defined in Section 3.6 of this Agreement, and whose Agreement has been counter-signed by the Secretary, indicating acceptance by the Board. For purposes of Section 5 “Handling Confidential Information”, the FIDO Alliance will also be treated as a Member.

“Mission” shall mean the Mission set forth in the Mission Statement of the FIDO Alliance as set forth in Section 1 of this Agreement. “Normative Requirements” means those portions of the Proposed Standard Specification that are expressly identified as required for compliance with the Proposed Standard Specification including those portions of an optional or alternative portion of the Proposed Standard Specification that are identified as required for compliance with such optional or alternative portion. For clarity, those portions of the Proposed Standard Specification, including any portions of an optional or alternative portion thereof, which are designated by the terms “must”, “shall”, “mandatory”, “normative” or “required” are expressly identified as being required for compliance under this definition.

“Other Publication” shall mean any form of documentation that is developed or being developed within FIDO Alliance (e.g. presentation materials, press releases, etc.) other than a Specification, Requirements document or Policy Document.

“Participant” means, with respect to a particular Working Group, any Member who participates in such Working Group and its Related Entities and other individuals that have agreed to comply with Sections 6.1 and 6.2. For purposes of Section 6.2, the FIDO Alliance will be treated as a Member participating in all Working Groups.

“Patent Policy Transition Date” shall mean the date on which this term was first approved by the Board.

“Policy Document” shall mean any documented procedural or administrative policy adopted by Simple Majority Vote of the Board.

“Publication” means any Specifications, Requirements, and Other Publications developed or being developed within FIDO Alliance.

“Quorum” shall mean that more than fifty percent (50%) of the Members meeting the Voting Requirements of the applicable group (e.g., the Board, the Executive Council, or a Working Group or the Members in plenary session) are present at a meeting, either in person, telephonically or by such other means as may be prescribed by such group or by this Agreement.

“Requirements” shall mean a document that contains technical, organizational and/or operational requirements provided by Members that shall form the basis for all Specifications developed by FIDO Alliance.

“Related Entity” means, with respect to a particular party, any entity that Controls, is Controlled by, or under common Control with such party; provided that an entity that acquires Control of the Signatory after the Date will not be a Related Entity of the Signatory, and will not separately enjoy the benefits afforded to Related Entities under this Agreement, including, but not limited to,
the benefit of the non-assert made by other Members, unless and until such entity agrees in writing to join the FIDO Alliance. The Signatory’s (and its Related Entities’) rights and obligations under this Agreement (including the benefit of the non-assert made by other Members) shall continue in full force and effect notwithstanding the failure of such the acquiring entity to join the FIDO Alliance.

“Royalty-Free (RF) Licensing Requirements” means, with respect to a Proposed Standard Specification, a Royalty-Free license that is a non-assignable, non-sublicensable license to make, have made, use, sell, have sold, offer to sell, import, and distribute and dispose of implementations of the Proposed Standard Specification that:

1. shall be available to all, worldwide, whether or not they are FIDO Alliance Members;
2. shall extend to all Essential Claims owned or controlled by the Participant;
3. may be limited to implementations of the Proposed Standard Specification, and to what is required by the Proposed Standard Specification;
4. may be conditioned on a grant of a reciprocal RF license, as defined herein, to all Essential Claims owned or controlled by the licensee. A reciprocal license may be required to be available to all, and a reciprocal license may itself be conditioned on a further reciprocal license from all.
5. may not be conditioned on payment of royalties, fees or other consideration;
6. may be suspended with respect to any licensee when a Participant is sued by licensee for infringement of claims essential to implement the Proposed Standard Specification;
7. may not impose any further conditions or restrictions on the use of any technology, 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 such as the following: choice of law and dispute resolution;
8. shall not be considered accepted by an implementer who manifests an intent not to accept the terms of the Royalty-Free license as offered by the Participant.
9. The RF license conforming to the requirements in this policy shall be made available by the Participant as long as the Proposed Standard Specification is in effect. The term of such license shall be for the life of the patents in question, subject to the limitations of 10.
10. If the Proposed Standard Specification is rescinded by the FIDO Alliance, then no new licenses need be granted but any licenses granted before the Proposed Standard Specification was rescinded shall remain in effect.

All Technical Working Group participants are encouraged to provide a contact from which licensing information can be obtained and other relevant licensing information. Any such information will be made publicly available along with the patent disclosures for the Technical Working Group in question.

“Simple Majority Vote” shall mean greater than 50% of those voting meeting Voting Requirements when a Quorum is present.
“Signatory” means the entity listed as Signatory in the signature block to this Agreement.

“Specification” shall mean a document that contains technical criteria (including reference to existing specifications and protocols) in any state of progress within a FIDO Alliance Technical Working Group.

“Sponsor Member” shall mean any Member who has joined the FIDO Alliance at the Sponsor Member class of membership as defined in Section 11.

“Standards Developing Organization” shall mean an organization whose primary activities are developing, coordinating, promulgating, revising, amending, reissuing, interpreting, or otherwise producing technical standards that are intended to address the needs of a specific base of adopters.

“Supermajority Vote” shall mean 66% or more of those voting meeting Voting Requirements when a Quorum is present.

“Technical Working Group” shall mean a Working Group whose Charter expressly includes the ability to produce Specifications.

“Translations” shall mean translations of Publications from English to another language.

“Voting Member” shall mean Board Member.

“Voting Requirements” shall mean being in Good Standing and meeting the participation requirements for the relevant group as defined in the Standard Operating Procedures or other defining policy document.

“Working Group” shall have the meaning set forth in Section 4 of this Agreement.

3 General

3.1 Duration and Dissolution

The FIDO Alliance shall exist until such time as it is dissolved only by a Full Supermajority Vote of the Board and a Full Supermajority Vote of the Executive Council.

3.2 Members’ Freedom of Action and Right to Compete

Neither participation in the FIDO Alliance nor the FIDO Alliance’s approval or release of a Specification shall require any Member to use or implement the Specification, or preclude any Member from developing or employing additional, competing or alternative products, specifications or implementations, or foreclose any Member from taking a different course of action should any Member so desire.

The Members acknowledge that they may compete with one another in various lines of business and that it is therefore imperative that they and their representatives act in a manner that does not violate any applicable antitrust laws and regulations. Each Member may have similar agreements not related to the FIDO Alliance with other Members. Each Member may design, develop, manufacture, acquire or market competitive specifications, products and technologies.
services, and conduct its business in whatever way it chooses. No Member is obligated to
announce or market any products or services. Without limiting the generality of the foregoing,
the Members agree not to have any discussion relating to their individual commercial
businesses with respect to product pricing, methods or channels of product distribution, any
division of markets, or allocation of customers or any other topic which should not be discussed
among competitors. Accordingly, each Member hereby assumes responsibility to provide
appropriate legal counsel to its representatives regarding the importance of limiting their
discussions to subjects that relate to the purposes of the FIDO Alliance, whether or not such
discussions take place during formal meetings, informal gatherings, or otherwise.

3.3 Principal Office
A principal office of the FIDO Alliance will be created to perform administrative and operational
functions for the FIDO Alliance. The location of the FIDO Alliance principal office may be
changed from time to time by the Board, and such change of address shall be effective upon
written notice to all Members. The FIDO Alliance may also have offices at such other places as
its business and activities may require, and as the Board may, from time to time, designate.

3.4 Governing Law
This Agreement shall be governed by and interpreted in accordance with laws of the State of
California, excluding its choice of law rules.

3.5 Dispute Resolution
The parties agree to attempt to settle any claim or controversy arising out of this Agreement
through consultation and negotiation in the spirit of mutual cooperation. Upon the earlier of the
date on which those attempts (including escalation to the Board) fail, or thirty (30) days after the
parties to the dispute first communicate with each other in an effort to resolve the dispute, then
either party may demand mediation by submitting the dispute for non-binding mediation
conducted by a mediator selected by the Board within twenty-one (21) days after written notice.
Any dispute that cannot be resolved between the disputing parties through negotiation or
mediation within forty-five (45) days of the date of the selection of a mediator may then be
submitted to the courts within Santa Clara County, California, or any other venue in which the
court has personal jurisdiction over the parties in dispute, for resolution. The use of any
mediation procedures will not be construed under the doctrines of laches, waiver or estoppel to
adversely affect the rights of either party. Nothing in this Section 3.5 will prevent either party
from resorting to judicial proceedings, if (i) good faith efforts to resolve the dispute have been
unsuccessful, (ii) the claim or suit involves intellectual property rights, or (iii) interim relief from
a court is necessary to prevent serious and irreparable injury to that party or to others.

3.6 Amendments to this Agreement and the Bylaws
This Agreement constitutes the entire agreement among the Bound Entities and the Members,
concerning its subject matter and supersedes any prior or contemporaneous agreement or
understanding, whether written or oral, if any, among the parties with respect to such subject
matter. Any modification or amendment of this Agreement shall only be binding upon the
Members if set forth in writing and approved by a Full Supermajority Vote of the Board,
provided, however, that such modification or amendment shall not be binding on any Member
who terminates this Agreement with respect to such Member and withdraws as a Member of the FIDO Alliance within thirty (30) days of receipt of written notice of adoption of such modification or amendment. The Bylaws of the FIDO Alliance may be amended by a Full Supermajority Vote of the Executive Council and a Full Supermajority Vote of the Board.

3.7 Publicity

No Member shall use the name of another Member in any public announcement or other publicity relating to this Agreement or any Deliverable without the prior written consent of such named party.

Each Member grants the FIDO Alliance a non-transferrable, royalty free limited use license to use its company name and primary identifying logos and other brand materials for the purposes of identifying and publicizing its FIDO Alliance Membership status and participation with all other Members. The FIDO Alliance will use such company name, logos and other brand materials in accordance with such Member’s trademark guidelines.

3.8 Headings

The Members acknowledge that all headings of this Agreement are for reference purposes only and shall not be used in the interpretation of this Agreement.

3.9 Privacy Policy

The FIDO Alliance collects and processes personal data as described in the FIDO Alliance Privacy Policy available here. Member shall inform all Member personnel interacting with the FIDO Alliance on behalf of Member that their business contact information and certain other personal data about such individuals may be collected and processed by the FIDO Alliance in accordance with the Privacy Policy, and that such personal data will be transmitted to the FIDO Alliance in the United States, where the laws may not be as protective of such data as the laws in the country where the data subject resides. Member shall obtain any consent from such individuals to the extent required by law to allow for such processing. As described in the Privacy Policy, a party located in the European Union or the European Economic Area wishing to exercise rights under the General Data Protection Regulation (“GDPR”) with respect to such Personal Data may contact the Data Protection Officer at help@fidoalliance.org.

4 Governance

4.1 Decision Making

Except in those cases where a vote is specifically required by this Agreement or other Controlling Documents, FIDO Alliance shall seek to reach its decisions by consensus. When no consensus can be reached in a timely manner, the decision shall be reached by voting as defined in this Agreement and other Controlling Documents. Except when otherwise specified in this Agreement and other Controlling Documents, approval by vote requires a Simple Majority Vote. Except as expressly set forth herein, voting percentages required are to be calculated in terms of the number of “Yes” and “No” votes cast by those voting Members meeting Voting Requirements present when a Quorum exists. Only “Yes” and “No” votes shall be counted, and abstentions or
non-votes shall not be counted, but also shall not affect the determination as to whether a Quorum exists.

4.2 The Executive Council and the FIDO Board

4.2.1 The Executive Council

Pursuant to the Bylaws, the Executive Council shall have certain specified corporate powers, as defined by applicable California law. The Executive Council shall consist of seven Delegates, four of whom shall be the officers of the corporation specifically defined in this Agreement, and the remaining three shall be elected by the Board in the same annual election as the election of the officers. The remaining three shall be Delegates and each must be an employee of a Board Member of the FIDO Alliance. The remaining three shall be elected for an annual term ending Dec. 31st of the following year, except that for the first year the term shall end on Dec. 31st of the year in which they were elected. The presiding officer for all meetings of the Executive Council shall be the President. For any act on a Statutory Item as defined in the Bylaws or on dissolution of the corporation, the Executive Council shall only act after a Board vote on that act and shall strongly consider the results of any Board vote on that act.

4.2.2 The FIDO Board

The Board shall have administrative oversight of the FIDO Alliance as defined herein and in the Bylaws. The Board shall also have the sole authority to approve Specifications, Requirements, or Other Publications either directly or after Working Group approval of same (as specified in Section 4 of this Agreement). The number of seats on the Board shall be unlimited, and Board Members in Good Standing shall be entitled to designate one (1) Delegate. Only Delegates meeting the Voting Requirements shall be entitled to vote on any matter before the Board. The Executive Director of the FIDO Alliance shall preside over Board meetings as chair and shall take such other actions as may be agreed by a Simple Majority Vote of the Board. At the discretion of the chair, voting by the Board may be had by electronic means pursuant to the procedures described herein for other committees of the FIDO Alliance.

The roles and responsibilities of the Board include, but are not limited to the following:

- Elect annually the President, the Vice President, the Treasurer and the Secretary and three others from the Delegates to serve as the Officers and the Executive Council;
- Hire a compensated Executive Director or the equivalent to assist in the administration of the FIDO Alliance;
- Approving Publications prior to making any Publication a publicly available document;
- Chartering Working Groups;
- Appointing Chairs to Working Groups;
- Establish and publish a membership Schedule of Fees and Dues that may be amended from time to time by the Board. Such Schedule of Fees and Dues may include a
scholarship program whereby the Board may waive or reduce fees if certain pre-defined objective criteria are satisfied by an applicant;

- Accept or deny candidate Member Agreement applications (and renewals of same) into the FIDO Alliance based on objective criteria adopted by the Board;
- Approval of any contracts with the FIDO Alliance;
- Administering the transfer of FIDO Alliance Specifications to IETF or other Standards Developing Organization;
- Determine the timing and logistics for all Members meetings and similar FIDO Alliance communications mechanisms;
- Administering email lists, conference bridges, collaboration tools, etc.;
- Setting change control and versioning procedures for Specifications through the development and approval of Policy Documents;
- Setting other Policy Documents as may be required from time to time;
- Dissolve the FIDO Alliance, which requires a Full Supermajority Vote and approval by the Executive Council, as described herein;
- Terminate Members for cause, as specified in Section 7.2 of this Agreement;
- Termination of Board Members for cause, by Full Supermajority Vote of the Board;
- Obtain and renew D&O Liability coverage at levels determined by the Board.

Except for procedural matters (for example, whether to adjourn a meeting), the Board shall not make any decisions, whether by consensus or by voting, unless a Quorum exists; provided, however, that nothing herein shall prevent the Board from using an approval procedure to take action if such procedure is authorized or permitted by the state under which it is organized; and provided, further, that to be effective, any written consent or other form of approval under such procedure shall, if such state permits less than unanimous written consent, be signed by, or subscribed to by, at least a number of Delegates representing a Full Majority Vote or, where applicable, a Full Supermajority Vote.

4.3 Officers, Executive Director and Working Groups

4.3.1 General Provisions

The Board shall elect the following officers from among the Delegates by Simple Majority Vote: President, Vice President, Treasurer and Secretary. The Board shall elect three individuals from among the Delegates by Simple Majority Vote to complete the Executive Council. The FIDO Alliance may also have such other officers with such titles and duties as the Board may determine from time to time. An elected officer or other member of the Executive Council must be an employee of a Board Member of the FIDO Alliance. All officers shall be elected for an annual term ending on December 31st of the following year. The officers may serve multiple terms and/or successive terms if duly elected. The elected officers shall serve without compensation from the FIDO Alliance.

4.3.2 Duties of the President

The President shall be the chief executive officer of the FIDO Alliance, shall serve as the chairman at all meetings of the Executive Council. The President shall provide guidance to the
Executive Director and be available as needed as a spokesperson for the FIDO Alliance. The
President shall have such other powers and perform such other duties as may be prescribed by
law, by this Agreement, or from time to time by the Board or are conventional for this office.

4.3.3 Duties of the Vice President

The Vice President is responsible to assist the President and perform the duties of the President in
the absence of the President, or in the event of the President’s inability or refusal to act. The Vice
President shall have other powers and perform such other duties as may be prescribed by law, by
this Agreement, or as may be prescribed from time to time by the Board or are conventional for
this office.

4.3.4 Duties of the Treasurer

The Treasurer is responsible for the financial transactions of the FIDO Alliance in accordance
with the Board approved Finance Policy. The Treasurer shall exercise oversight of any Financial
Services contractor and serve as the chair of the Board Finance Committee. The Treasurer shall
prepare and present to the Board (at a minimum) quarterly financial reports on all the FIDO
Alliance finances. The Treasurer shall have such other powers and perform such other duties as
may be prescribed by law, by this Agreement, or as may be prescribed from time to time by the
Board or are conventional for this office.

4.3.5 Duties of the Secretary

The Secretary is responsible for recording and distributing Minutes of meetings of the Board and
Member Plenary, which shall include results of votes and other actions taken. In general, the
Secretary shall perform all duties customarily incident to the office of Secretary and such other
duties as may be required by law, by this Agreement, or as may be prescribed from time to time by
the Board or are conventional for this office, including without limitation the following:

- Certify and keep at the principal office of the FIDO Alliance the original, or a copy, of
  this Agreement as amended or otherwise altered to date;
- Keep at the principal office of the FIDO Alliance or at such other place as the Board may
determine, a book of minutes of all meetings of the Board, and, if applicable, meetings of
  Board committees;
- Ensure that all notices are duly given in accordance with the provisions of this Agreement
  or as required by law;
- Be custodian of the records of the FIDO Alliance;
- Ensure all Member Agreements accepted by the Board are counter-signed;
- Maintain a Membership roster containing the name, email address and mailing address of
  each and any Members; and
- Ensure all Working Group Scribes are recording meeting minutes in compliance with
  procedures set forth by the Secretary

4.3.6 Executive Director

The Executive Director of the FIDO Alliance agrees to perform such undertakings as are
necessary to manage the day-to-day needs of the FIDO Alliance, including:
• Scheduling and setting up meetings;
• Chairing meetings of the Board;
• Facilitating communication between Members, including providing timely notices of meetings;
• Providing Members with materials with respect to the activities of the FIDO Alliance as may be prepared by the Secretary or the Executive Director;
• Preside over plenary sessions of All Member Meetings;
• Shall act as the chief administrator of the corporation;
• Receiving and processing membership agreements; and
• In general, performing all duties incident to the office of Executive Director and such other duties as may be required by law, by the Articles of Incorporation, by the Bylaws, by this Membership Agreement or which may be assigned to him or her from time to time by the Board.

The Executive Director may engage third parties to undertake such activities, provided that the Executive Director enters into appropriate contracts protective of the FIDO Alliance, and ensures compliance with terms and conditions of this Agreement including confidentiality obligations.

4.3.7 Nonliability of Delegates, Officers and Members
Delegates, Officers and Members with an employee serving as an officer or Delegate, and the employee serving as an officer, other member of the Executive Council or Delegate, shall not be liable for the debts, liabilities or other obligations of FIDO Alliance.

The FIDO Alliance will have and keep current a Directors and Officer’s insurance policy with a minimum coverage level of as determined by the Board.

4.3.8 Removal, Resignation and Vacancies
The Board may remove any officer or other member of the Executive Council from his or her elected office or position, either with or without cause, at any time by a Supermajority Vote. Because an elected officer or other member of the Executive Council must be an employee of a Board Member of the FIDO Alliance, an elected officer or other member of the Executive Council shall automatically be removed if the Board Member terminates its membership in the FIDO Alliance or if the representative serving as an elected officer or other member of the Executive Council ceases to be an employee of the Board Member.

Any officer or other member of the Executive Council may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Any vacancy caused by the death, resignation, removal, disqualification or otherwise, of any officer, other member of the Executive Council or Chair shall be filled by the Board (or, in the case of a Vice Chair, Scribe or Editor, the Working Group Chair) by election to complete the term of the vacant position.
4.4 Working Groups

All deliverables of the FIDO Alliance shall be developed by working groups (each, a “Working Group”). Only Sponsor Member organizations and Board Member organizations may have full participation rights in Working Groups. Government Member organizations may have all but voting participation rights in Working Groups. Associate Member organizations may have all but voting participation rights in Working Groups subject to the process described in Section 6.2.1.1 of this Agreement.

The Board shall appoint a Chair for each Working Group. Any Board Member representative is eligible to serve as a Working Group Chair. The Working Group Chair will continue to serve at the will of the Board or until the Chair resigns; there is no fixed term duration for a Chair.

Each Working Group Chair shall appoint a Vice Chair, a Scribe and at least one Editor (e.g., one for each deliverable) for his/her Working Group. Each person chosen to fill each such position will continue to serve at the will of the Chair or until he/she resigns; there is no fixed term duration for these positions.

A Working Group Chair may, at his/her discretion, invite any Member to become a Participant in the Working Group. Board and Sponsor Members may become Participants of any Working Group without such invitation, but Associate Members may only become Participants of a Working Group by means of this discretionary invitation process. If an Associate Member becomes a Participant of a Working Group it shall be known as an “invited Participant” in that Working Group. In accordance with Section 6.2.1.1, such invited Participant must first elect to be bound by the promise set forth in Section 6.2.1.1 with respect to such Working Group by providing written notice thereof to the Board. Thereafter such invited Participant shall have all rights and obligations in such Working Group as defined in Section 6.2 of this Agreement.

4.4.1 Chartering a Working Group

Any Sponsor Member may propose the chartering of a Working Group. Working Group formation requires a Supermajority Vote of the Board. A proposed Charter must be sent to the Board for approval. The Charter must be complete and contain at minimum the following information (organized by Charter Headings):

- Working Group Name
- Proposed Chair, Vice Chair, Scribe, and Editor(s)
- Scope of work (and why that scope aligns with the Mission)
- Description of each proposed Deliverable, by type (i.e. Specification, Requirements, and/or Other Publication), with a Specification description required for any Technical Working Group
- Expected timeline for completion of work
- Any known dependencies on the FIDO Alliance resources and/or external developments
- For a Technical Working Group, a reference to the patent policy of Section 6.2 and a statement that Specifications produced by the Technical Working Group will be implementable on an RF basis, to the best ability of the Technical Working Group and the FIDO Alliance.
4.4.2 Work Flow and Approval Criteria (by status type)

Once the Board has approved the formation of a Working Group, all proposed deliverables shall be managed to the following work flow:

4.4.2.1 General Flow


4.4.2.2 “Pre-Draft”

Any Working Group participant may submit a proposed initial draft document as a candidate “Working Draft” deliverable of the Working Group. The Chair shall acknowledge all such submissions as “Pre-Draft” documents or deliverables (i.e. Specifications, Requirements document, or Other Publication).

4.4.2.3 “Working Draft”

Pre-Draft documents must first be approved by Simple Majority Vote of the Working Group in order to become “Working Draft” documents (i.e. Specifications, Requirements document, or Other Publications). Once a document is accepted as the “Working Draft” deliverable for the Working Group, it is administered by the Editor and becomes the basis for all going forward work on that deliverable.

4.4.2.4 “Review Draft”

Once a Working Group determines it has made an appropriate level of progress in achieving the objectives for its deliverable as captured by its Charter, and the Working Group wants to share the deliverable with all Members for review, the Working Group shall promote the document from “Working Draft” to “Review Draft” status by a Supermajority Vote. All “Review Draft” Deliverables must be sent to the Secretary by the Working Group Chair within 15 days of the Supermajority vote. Once the Secretary confirms the process was followed correctly, the Secretary shall provide notice to all Members of the document’s Review Draft status, which for Specification Deliverables will include a Call for Exclusion and shall trigger a period for exclusions under Section 6.3 for such Review Draft Specification.

4.4.2.5 “Proposed Standard Specification”

Proposed Standard status applies only to Specifications. Some deliverables will be Specifications intended for submission to an external standards development organization such as the IETF, and/or intended for implementation by non-Members. Only Proposed Standard Specifications are candidates for implementation by non-Members or submission to external standards development organizations. After completion of the relevant time periods after a Call for Exclusion for a Review Draft Specification, the responsible Technical Working Group shall decide whether the deliverable needs further development or is ready to advance to a Proposed Standard. If the Review Draft Specification is deemed a candidate to become a Proposed Standard Specification by the Technical Working Group and no substantive changes have been made to the Review Draft Specification, the Technical Working Group Chair shall make that recommendation to the Board. The Board shall vote on the Working Group’s recommendation within 45 days. Approval
by the Board requires a Full Supermajority Vote of the Board. Once a Proposed Standard
Specification is approved by the Board, the Secretary shall so notify all Members. Any Proposed
Standard Specification may be submitted to the IETF or other standards development
organization, with appropriate IPR grants, by a Full Supermajority Vote of the Board.

4.4.2.6 Publishing FIDO Alliance Deliverables
The Board may approve the publication or sharing of any FIDO Alliance Deliverable, e.g.
Specifications, Requirements, or Other Publications, with non-Members by means of a
Supermajority Vote of the Board, at any time, regardless of the status of the document. The
Board must take care to disclose any Essential Claims for which the Board has received an
exclusion according to Section 6.3 and any Disclosure Statements pertaining to a Proposed
Standard Specification deliverable at the time it is shared with non-Members.

4.4.2.7 Publishing Translations
The Working Group that approved a given Publication may approve the publication of any
Translation of that Publication after that Publication has been approved for publication by the
Board.

4.4.3 Notifications and Electronic Voting
Chairs are responsible for issuing all notifications of meetings and votes of their Working Group,
within the following minimum criteria:

- In-person meetings require 30 days notice, unless overridden by the Board.
- Teleconference meetings require 7 calendar days notice (this only applies to the first
  meeting of a notification of recurring meetings), unless overridden by the Board.
- Electronic votes require no advance notice but must include a clear ballot with only “yes”
  and “no” options, and must remain open for no less than 7 calendar days. All electronic
  votes are considered to have achieved Quorum as long as their ballot is sent to the official
  mailing list of the Working Group.
- The Board may override any notification requirement upon unanimous consent of all then
current Delegates.

The Secretary is responsible for issuing all notifications of meetings and votes for the Board and
the Membership Plenary, within the following minimum criteria:

- In-person meetings require 30 days notice, unless overridden by the Board.
- Teleconference meetings require 7 calendar days notice (this only applies to the first
  meeting of a notification of recurring meetings), unless overridden by the Board.
- Electronic votes require no advance notice but must include a clear ballot with only “yes”
  and “no” options, and must remain open for 7 calendar days. All electronic votes are
  considered to have achieved Quorum as long as their ballot is sent to the official mailing
  list of the Board.
- The Board may override any notification requirement upon unanimous consent of all then
current Delegates.
4.4.4 Liaisons
A Working Group may ask the Board to approve a liaison relationship with any membership organization the Working Group determines would improve the quality of its work, but for any reason cannot join FIDO Alliance directly. The Board is authorized to draft appropriate terms of the agreement that would grant the liaison organization access to FIDO Alliance draft deliverables, meeting attendance rights, and even mailing list subscriptions as long as appropriate measures are taken to honor the IPR provisions of this Agreement.

4.4.5 Chairs, Vice Chairs, Scribes, and Editors

4.4.5.1 Working Group Chairs
Only representatives from Board Member organizations may serve as Working Group Chairs. The Chair of each Working Group is responsible for facilitating the effective collaboration of that Working Group, in compliance with the governance procedures of this Agreement, including calling meetings, presiding over meetings, and conducting deliberations in a collegial manner. In the absence of a Scribe, the Chair is responsible to either perform the duties of the Scribe or find a suitable volunteer to do so.

4.4.5.2 Working Group Vice Chairs
The Vice Chair supports the Chair and services the place of the Chair at any time the Chair is absent or unable or unwilling to act.

4.4.5.3 Working Group Scribes
The Scribe is responsible for maintaining the procedural records of the Working Group, in compliance with this Agreement and guidelines set forth by the Secretary.

4.4.5.4 Working Group Editors
The editor shall maintain any Specification, Requirements document, or Other Publications assigned to him or her by the Chair and in compliance with the provisions of this Agreement and any version control and change management procedures set forth by the Board. In the case of a Specification, the Editor may also be responsible for executing the submission to the IETF upon authorization by the Board.

4.4.5.5 Removal, Resignation and Vacancies within Working Groups
An appointed Chair, Vice Chair, Scribe or Editor shall automatically be removed if the Member terminates its membership in the FIDO Alliance -- in the case of a Chair, if a Chair downgrades from Board Member -- or if the representative ceases to be an employee of the Member.

Any Chair may resign at any time by giving written notice to the Board. Any Vice Chair, Editor, or Scribe may resign at any time by giving written notice to the Chair who appointed them. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
Any vacancy caused by the death, resignation, removal, disqualification or otherwise, of any officer or Chair shall be filled by the Board (or, in the case of a Vice Chair, Scribe or Editor, the Working Group Chair).

4.4.6 Withdrawal from a Working Group

Any Member shall be permitted to withdraw from a particular Working Group at any time by giving written notice of its intent to terminate its participation in such Working Group. Upon any such withdrawal, Sections 5 and 6 will survive such withdrawal with respect to Specifications developed by such Working Group. If, after the date, a Related Entity of the Signatory ceases to be Controlled by or under common Control with the Signatory, such Related Entity shall be permitted to withdraw from a particular Working Group at any time after the date on which such Related Entity ceases to be Controlled by or under common Control with the Signatory by giving written notice of its intent to terminate its participation in such Working Group. Upon any such withdrawal by a Related Entity, such Related Entity’s obligations under Sections 5 and 6 will survive such withdrawal with respect to Specifications developed by such Working Group, provided that the Related Entity’s promise under Section 6.2.1.1 shall only apply to those Specifications that were accepted by such Working Group as an Implementation Draft (or later) on or before the effective date of such withdrawal.

4.5 Controlling Documents

The governing documents of the conduct of the FIDO Alliance shall be, in order of supremacy, its Articles of Incorporation, its Bylaws, the most recent versions of this Agreement and any other Policy Document as approved by the Board and published on the Membership portion of the FIDO Alliance website.

Where the above documents do not specifically address an issue, then the most recently published version of Roberts Rules of Order shall be the controlling document.

5 Handling Confidential Information

5.1 General Principle

As a general principle, no Member wishes to receive from any other Member under this Agreement any information which the disclosing Member considers to be confidential; however, the Members do wish to allow the work of the FIDO Alliance to proceed in a constructive manner under conditions which promote candid and open discussions.

5.2 Degree of Care

Unless and until Confidential Information is made available to the public through the processes set forth herein or established by the Board, each Member (except the owner or authorized licensor) shall use the same degree of care and discretion it uses to avoid disclosure of its own confidential information to not disclose such Confidential Information to any entity or person who is not a Member engaged in the activities for which such Confidential Information was provided.
5.3 Term of Obligation

The obligation of confidentiality set forth in this Section 5 shall expire three (3) years from the date the Confidential Information is first disclosed to the Member, and shall not apply to any information which: (i) is or becomes publicly available other than by the Member’s breach of a duty; (ii) is rightfully received from a third party without any obligation of confidentiality; (iii) is rightfully known by the Member without any limitation on disclosure prior to its receipt; (iv) is independently developed by a Member or the FIDO Alliance without use of the Confidential Information; or (v) is released for disclosure by the Member with the disclosing party’s written consent.

5.4 Not Prohibited Disclosures

Disclosure of Confidential Information is not prohibited if prior notice is given to its owner and if such disclosure is (a) compelled pursuant to a legal proceeding or (b) otherwise required by law; provided, however, that prior to disclosing Confidential Information the party proposing to make such disclosure shall first make a reasonable effort to obtain a protective order or to inform the owner of the Confidential Information in such time and manner as to allow it a reasonable opportunity to seek such an order.

5.5 Permitted Use

Each Member shall be free to use any ideas, concepts, know-how and techniques contained in Confidential Information disclosed to it, for any purpose in furtherance of the goals of the FIDO Alliance including, for example and without limitation, the development of commercial products or services intended for use in conjunction with compliant implementations of a Proposed Standard Specification in its entirety. It is understood that receipt of Confidential Information under this Agreement will not create any obligation in any way limiting or restricting the assignment and/or reassignment of any Member employees.

5.6 Residuals

Notwithstanding anything to the contrary herein, any Member shall be free to use the residuals of Confidential Information for any purpose including use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term “residuals” means that Confidential Information in nontangible form, which may be retained in the memories of individuals who have had rightful access to such Confidential Information under this provision of this Agreement and who do not recall at the time of such use that the information used was derived from the Confidential Information provided by another Member. It is understood that receipt of Confidential Information under this Agreement shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of a Member within Member’s organization. However, this Section 5.6 shall not be deemed to grant to any party a license under the other party’s copyrights or patents.
6. Intellectual Property Rights Policy

By executing this Agreement, Signatory is agreeing to the following intellectual property rights, obligations and other terms of this Section 6 for all Deliverables developed within the FIDO Alliance subject to the exclusion provisions specified hereafter.

6.1 Copyright Grant to FIDO Alliance

The Signatory grants to the FIDO Alliance and to each Participant a perpetual (for the duration of the applicable copyright), worldwide, non-exclusive, no-charge, royalty-free, copyright license, without any obligation for accounting to the Signatory, to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute, any FIDO Alliance Specification, Requirements document, or Other Publication to the full extent of the Signatory’s copyright interest in the Signatory’s Contribution to that Specification, Requirements document, or Other Publication. To the extent possible the FIDO Alliance shall own all copyright rights in all Deliverables and Policy Documents.

6.2 Patent Policy and Overview

This patent policy describes:

1. licensing obligations that Technical Working Group Participants will undertake as a condition of Technical Working Group participation, along with means of excluding specific patents from those obligations,
2. disclosure rules for Members, and
3. an exception handling process for situations in which the Royalty-Free status of a specification comes under question.

6.2.1 Licensing Obligations of Technical Working Group Participants

The following obligations shall apply to all Participants in Technical Working Groups. These obligations will be referenced from each Technical Working Group charter and calls for participation in a Technical Working Group.

6.2.1.1 RF Licensing Requirements for All Technical Working Group Participants – The Promise

As a condition of participating in a Technical Working Group, each Participant shall agree to make available under RF Licensing Requirements any Essential Claims related to the work of that particular Technical Working Group. This requirement includes Essential Claims that the Participant owns and any that the Participant has the right to license without obligation of payment or other consideration to an unrelated third party. With the exception of the provisions of Section 6.3 below, RF licensing obligations made concerning the work of the particular Technical Working Group and described in this Section 6.2 are binding on Participants for the life of the patents in question and encumber the patents containing Essential Claims, regardless of changes in participation status or FIDO Alliance Membership.

6.2.1.2 Limitation on Licensing Requirement for Non-Participating Members

Only the affirmative act of joining a Technical Working Group, or otherwise agreeing to the licensing terms described here, will obligate a Member to the RF licensing commitments. Mere
Membership in FIDO Alliance alone, without other factors, does not give rise to the RF licensing obligation under this Section 6.2.

6.2.1.3 Licensing Commitments in Contributions
At the time a Member Contribution is made, all Contributors and any others who provide patent licenses associated with the submitted document must indicate whether or not each entity (Contributors and other licensors) will offer a license according to the RF Licensing Requirements for any portion of the Member Contribution that is subsequently incorporated in a Proposed Standard Specification. The FIDO Alliance may acknowledge the Member Contribution if the answer to the licensing commitment is either affirmative or negative, and shall not acknowledge the Member Contribution if no response is provided.

6.2.1.4 Note on Licensing Commitments for Invited Experts
Invited experts participate in Technical Working Groups in their individual capacity. An invited expert is only obliged to license those claims over which s/he exercises control.

6.2.1.5 Technical Working Group License.
For each Technical Working Group in which one or more Bound Entities participates, each Bound Entity, on behalf of itself and its successors in interest and assigns, grants to Participants in such Technical Working Group a no charge, royalty free license to such Bound Entity’s Essential Claims, where such license applies only to those Essential Claims infringed by the implementation of a Working Draft Specification or Review Draft Specification associated with such Technical Working Group, for this Section 6.2.1.5 Essential Claims being based on such Working Draft Specification or Review Draft Specification as if it were a Proposed Standard Specification, solely for Participant’s assistance in the development of a) a Proposed Standard Specification associated with such Technical Working Group or b) later implementations of such Proposed Standard Specification, and subject to the terms and conditions of this Agreement. The license granted pursuant to this Section 6.2.1.5 shall not include the right to import, sell or offer for sale any implementation of a Specification.

6.3 Exclusion from RF Licensing Requirements
Under the following conditions, Technical Working Group Participants may exclude specifically identified and disclosed Essential Claims from the overall RF Licensing Requirements:

6.3.1 Exclusion with Continued Participation
Specific Essential Claims may be excluded from the RF Licensing Requirements by a Participant who seeks to remain in the Technical Working Group only if that Participant indicates its refusal to license specific claims no later than 90 days after the publication of a Review Draft Specification and its Call for Exclusion by specifically disclosing Essential Claims that will not be licensed on RF terms. A Participant who excludes Essential Claims may continue to participate in the Technical Working Group.

6.3.2 Exclusion and Resignation from the Technical Working Group
A Participant may resign from the Technical Working Group within 90 days after the publication of a Review Draft Specification and its Call for Exclusion and be excused from all licensing
commitments arising out of Technical Working Group participation as to that Review Draft Specification.

If a Participant leaves the Technical Working Group later than 90 days after the publication of a Review Draft Specification and its Call for Exclusion, that Participant is only bound to license Essential Claims based on subject matter contained in the latest Review Draft Specification published before the Participant resigned from the Technical Working Group.

The Participant follows the same procedures specified in this Section 6.3 for excluding claims in issued patents, published applications, and unpublished applications. Participants resigning from a Technical Working Group are still subject to all disclosure obligations described in Section 6.4.

6.3.3 Joining an Already Established Technical Working Group
Participants who join a Technical Working Group more than 90 days after the publication of a Review Draft Specification must exclude Essential Claims covered in the Review Draft Specification upon joining the Working Group, except that if the Participant has been a Member of the FIDO Alliance less than 150 days, that Participant shall have 60 days from joining the Technical Working Group to exclude Essential Claims in the latest Review Draft Specification.

6.3.4 Exclusion Procedures for Pending, Unpublished Patent Applications
Any exclusion of an Essential Claim in an unpublished application must provide either:
1. the text of the filed application; or
2. identification of the specific part(s) of the Specification whose implementation makes the excluded claim essential.
If option 2 is chosen, the effect of the exclusion will be limited to the identified part(s) of the Specification.

6.3.5 Exclusion Mechanics
A Call for Exclusion will be issued by the Secretary indicating the relevant documents against which Participants must make exclusion statements as well as precise dates and deadlines for making any exclusions. In case there is any dispute about the dates for exclusion, the dates indicated in the Call for Exclusion are controlling. The Call for Exclusion will be sent to the Technical Working Group mailing list and the Primary Representatives of all Members participating in the Technical Working Group. In the event that a Technical Working Group issues more than one Proposed Standard Specification, the exclusion procedure will be employed for each series of documents individually.

6.4 Disclosure

6.4.1 Disclosure Requirements
Disclosure is required when both of the following are true:
1. an individual in a Member organization receives a disclosure request as described in Section 6.4.3; and
2. that individual has actual knowledge of a patent which the individual believes contains Essential Claim(s) with respect to the Specification for which disclosure is requested.
Anyone in a Member who receives a disclosure request and who has such knowledge must inform that Primary Representative. Where disclosure is required, the Primary Representative will do so.

**6.4.2 Disclosure Exemption**

The disclosure obligation as to a particular claim is satisfied if the holder of the claim has made a commitment to license that claim under RF Licensing Requirements and the claim is no longer subject to exclusion under Section 6.3. An Essential Claim is no longer subject to exclusion if a patent holder has affirmatively agreed to license the Essential Claim (effectively waiving its right to exclude such patent under Section 6.3) or if the relevant exclusion period under Section 6.3 has lapsed.

**6.4.3 Disclosure Requests**

Separate requests may be issued by the FIDO Alliance to any party suspected of having knowledge of Essential Claims. Such disclosure requests will instruct the recipient to respond through their Primary Representative (in the case of Members) or a FIDO Alliance contact (in the case of non-Members). Disclosure requests other than those that appear in the Specification itself should be directed to the Primary Representative. Disclosure requests will provide administrative details for making disclosures.

**6.4.4 Disclosure Contents**

Disclosure Statements must include:

1. the patent number, but need not mention specific claims
2. the Technical Working Group and/or Proposed Standard Specification to which it applies

**6.4.5 Disclosure of Laid-Open or Published Applications**

In the case of laid-open or published applications, the Member's good faith disclosure obligation extends to unpublished amended and/or added claims that have been allowed by relevant legal authorities and that the Member believes to be Essential Claims. To satisfy the disclosure obligation for such claims, the Member shall either:

1. disclose such claims, or
2. identify those portions of the Specification likely to be covered by such claims.

**6.4.6 Disclosure of Pending, Unpublished Applications**

If a Member includes claims in a patent application and such claims were developed based on information from a Technical Working Group or FIDO Alliance document, the Member must disclose the existence of such pending unpublished applications.

**6.4.7 Good Faith Disclosure Standards**

Satisfaction of the disclosure requirement does not require that the discloser perform a patent search or any analysis of the relationship between the patents that the Participant holds and the Specification in question. Disclosure of third party patents is only required where the Primary Representative or Technical Working Group Participant has been made aware that the third party patent holder or applicant has asserted that its patent contains Essential Claims, unless such disclosure would breach a pre-existing non-disclosure obligation.

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6.4.8 Timing of Disclosure Obligations

The disclosure obligation is an ongoing obligation that begins with the formation of a Technical Working Group. Full satisfaction of the disclosure obligation may not be possible until later in the process when the design is more complete. In any case, disclosure as soon as practically possible is required.

6.4.9 Termination of Disclosure Obligations

The disclosure obligation terminates when the Proposed Standard Specification is published or when the Technical Working Group terminates.

6.4.10 Disclosure Obligations of Invited Experts

Invited experts or members of the public participating in a Technical Working Group must comply with disclosure obligations to the extent of their own personal knowledge.

6.5 Exception Handling

6.5.1 PAG Formation

In the event a patent has been disclosed that may be essential, but is not available under RF Licensing Requirements, a Patent Advisory Group (PAG) will be launched to resolve the conflict. The PAG is an ad-hoc group constituted specifically in relation to the Technical Working Group with the conflict. A PAG may also be formed without such a disclosure if a PAG could help avoid anticipated patent problems. During the time that the PAG is operating, the Technical Working Group may continue its technical work within the bounds of its Charter.

6.5.2 PAG Formation After a Proposed Standard Specification Is Issued

A PAG may also be convened in the event Essential Claims are discovered after a Proposed Standard Specification is issued. In this case the PAG will be open to any interested Board, Sponsor or Government Member, though the PAG may choose to meet without the holder of the Essential Claims in question.

6.5.3 PAG Composition

The PAG is composed of:

- Primary Representatives of each Member participating in the Technical Working Group (or an alternate designated by the Primary Representative)
- Technical Working Group FIDO Alliance Contact
- FIDO Alliance counsel
- Technical Working Group Chair, ex officio
- Others suggested by the Technical Working Group Chair and/or the FIDO Alliance

Member participants in the PAG should be authorized to represent their organization's views on patent licensing issues. Any participant in the PAG may also be represented by legal counsel, though this is not required. Invited experts are not entitled to participate in the PAG, though the PAG may choose to invite any qualified experts who would be able to assist the PAG in its determinations. The FIDO Alliance expects to provide qualified legal staffing to all PAGs. Legal staff to the PAG will represent the interests of the FIDO Alliance as a whole.
6.5.4 PAG Procedures

6.5.4.1 PAG Formation Timing
The PAG will be convened by the Technical Working Group FIDO Alliance Contact, based on a charter developed initially by the FIDO Alliance. The timing for convening the PAG is at the discretion of the FIDO Alliance, based on consultation with the Chair of the Technical Working Group. In some cases, convening a PAG before a specific patent disclosure is made may be useful. In other cases, it may be that the PAG can better resolve the licensing problems when the specification is at late Review Draft Specification maturity level.

6.5.4.2 PAG Charter Requirements
The charter should include clear goals for the PAG, especially a statement of the question(s) the PAG is to answer and duration. The PAG charter must specify deadlines for completion of individual work items it takes on. The PAG, once convened, may propose changes to its charter as appropriate, to be accepted based on consensus of the PAG participants. The FIDO Alliance will choose a member of the PAG to serve as Chair. A single PAG may exist for the duration of the Technical Working Group with which it is associated if needed.

6.5.5 PAG Conclusion

6.5.5.1 Possible PAG Conclusions
After appropriate consultation, the PAG may conclude:

1. The initial concern has been resolved, enabling the Technical Working Group to continue.
2. The Technical Working Group should be instructed to consider designing around the identified claims.
3. The FIDO Alliance should seek further information and evaluation, including and not limited to evaluation of the patents in question or the terms under which RF Licensing Requirements may be met.
4. The Technical Working Group should be terminated.
5. The Proposed Standard Specification (if it has already been issued) should be rescinded.
6. Alternative licensing terms should be considered. The procedure in Section 6.5.5.3 must be followed.

6.5.5.2 PAG Outcome
Outcomes 4, 5 or 6 require Board approval. In any case, the PAG must state its proposal and reasons in a FIDO Alliance Other Deliverable.

6.5.5.3 Procedure for Considering Alternate Licensing Terms
After having made every effort to resolve the conflict through options 1, 2, and 3 under 6.5.5.1, the PAG, by consensus, may propose that specifically identified patented technology be included in the Proposed Standard Specification even though such claims are not available according to the RF Licensing Requirements of this policy ("PAG Proposal"). The PAG Proposal must explain:

- why the chartered goals of the Technical Working Group cannot be met without inclusion of the identified technology;

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• how the proposed licensing terms will be consistent with widespread adoption.

The PAG Proposal must include:

• a complete list of claims and licensing terms of the proposed alternative arrangements;
  and,

• a proposed charter for the Technical Working Group, unless the Proposed Standard
  Specification has been issued and no new work is required.

• In order to expedite the process, the PAG Proposal should consider whether additional
  claims would be excluded under the new charter and include such information in the
  PAG Proposal.

If the Executive Council determines that the PAG Proposal is the best alternative consistent with
the FIDO Alliance mission and is clearly justified despite the expressed preference of the FIDO
Alliance Membership for RF licensing, then the PAG Proposal shall be circulated Board review.
The Executive Council may also circulate the PAG Proposal for Board review without such
endorsement. Should the PAG Proposal be rejected by the Board, then either sub-paragraph 4 or 5
of Section 6.5.5.1 will apply as appropriate, without further action of the Board. Members of the
Technical Working Group who are bound to RF terms are not released from their obligations by
virtue of the PAG Proposal alone.

6.6 No Other Rights.

Except as specifically set forth in this Agreement, no other express or implied patent, trademark,
copyright, or other property rights are granted under this Agreement, including by implication,
waiver, or estoppel.

6.7 Non-Circumvention.

Each Bound Entity agrees that such Bound Entity will not intentionally take or willfully assist
any third party to take any action for the purpose of circumventing such Bound Entity’s promises
and obligations under this Agreement.

6.8 Representations, Warranties and Disclaimers.

Each Bound Entity represents and warrants that such Bound Entity is legally entitled to grant the
rights and promises set forth in this Agreement. Signatory represents and warrants that it has the
authority to bind its Related Entities to this Agreement. ANY SPECIFICATION IS PROVIDED
“AS IS.” Except as stated herein, each Bound Entity expressly disclaim any warranties (express,
implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness
for a particular purpose, or title, related to a Specification. The entire risk as to implementing or
otherwise using a Specification is assumed by the implementer and user. IN NO EVENT WILL
ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM
OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY
CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO
THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT
(INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER
PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Nothing in this
Agreement requires any Bound Entity to undertake a patent search or enforce any Essential
Claims, in whole or in part.
7 Withdrawal from Agreement

7.1 Voluntary Withdrawal
Any Member shall be permitted to withdraw from this Agreement at any time by giving written notice to the Board of its intent to terminate its participation. If, after the Date, a Related Entity of the Signatory ceases to be Controlled by or under common Control with the Signatory, such Related Entity shall be permitted to withdraw from this Agreement at any time after the date on which such Related Entity ceases to be Controlled by or under common Control with the Signatory by giving written notice to the Board of its intent to terminate its participation. Such voluntary withdrawal shall be effective upon receipt of the notice by the Board.

7.2 Termination
By a Full Supermajority Vote, the Board may terminate the Membership of any Member for its material breach of its obligations hereunder where such breach is not cured within 30 days following the Member’s receipt of notice of the breach. If the Board and the Executive Council elect to dissolve the FIDO Alliance in accordance with Section 3.1, this Agreement shall be terminated immediately. Membership of a Member terminates upon a failure to initiate or renew membership by paying dues on or before their due date, such termination to be effective thirty (30) days after a written notification of delinquency is given personally, electronically mailed, or mailed to such Member by the Secretary of the FIDO Alliance. A Member may avoid such termination by paying the amount of delinquent dues within a thirty (30) day period following the Member’s receipt of the written notification of delinquency. Further, the Board may toll this thirty (30) day period.

7.3 Effect of Termination
Upon any termination of this Agreement, Sections 5, 6 and 12 will survive such termination and the Signatory’s and its Related Entities’ Promise under Sections 6.2.1.1 and 12.3.1.1 shall only apply to those Specifications that were approved as a Proposed Standard Specification on or before the effective date of such termination. Upon any withdrawal from this Agreement by a Related Entity of the Signatory in accordance with Section 7.1, such Related Entity’s obligations under Sections 5, 6 and 12 will survive such withdrawal, provided that the Related Entity’s Promise under Sections 6.2.1.1 and 12.3.1.1 shall only apply to those Specifications that were accepted as Proposed Standard Specification on or before the effective date of such withdrawal. Notwithstanding the foregoing, if the Board and the Executive Council dissolve the FIDO Alliance pursuant to Section 3.1, the Signatory’s and its Related Entities’ Promise under Sections 6.2.1.1 and 12.3.1.1 shall only apply to those Specifications that were accepted as a Proposed Standard Specification on or before the effective date of such dissolution.

8 Export Compliance
The Signatory represents and warrants that its Contributions to the Specification were developed in a compliance with all applicable export control regulations. The Signatory agrees that none of the Specifications, Requirements documents, or Other Publications, nor any direct product therefrom, is being or will be acquired for, shipped, transferred, or re-exported, directly or
indirectly, to proscribed or embargoed countries or their nationals, as applicable to the Signatory, unless authorized by the appropriate authority. The Signatory agrees to comply strictly with all applicable export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required.

9 Membership Provisions

9.1 Determination, Rights and Obligations of Members

The FIDO Alliance shall have such classes of membership as set forth by Section 11. No Related Entity may have more than one (1) membership in the FIDO Alliance, though a particular Related Entity that is also a Member shall be deemed one (1) Member for voting purposes and shall be entitled to only one (1) vote on any matter in any body.

Among the benefits generally to be afforded to the Members are the right to attend meetings of the Members of the FIDO Alliance, access to Contributions; Deliverables, in draft or final form; and other documents as may be approved by the Board, and access to the general Member portions of the FIDO Alliance’s web site.

All Members must abide by the Bylaws of the FIDO Alliance, the Membership Agreement, and any policies, guidelines or procedures adopted by the Board.

9.2 Qualifications for Membership

The qualifications for membership in this FIDO Alliance are as follows:

Any organization supportive of the FIDO Alliance’s purposes and not otherwise prohibited by treaty, law or regulation from abiding by the terms of this Membership Agreement and who meets the membership criteria and pays the annual dues as set forth in the Schedule of Fees and Dues applicable to its membership classification, subject to provided payment terms.

9.3 Admission to Membership

Applicants qualified under Section 9.2, above, shall be admitted to membership upon affirmation of the Bylaws, the execution of a Membership Agreement and any relevant Attachments, payment of the applicable annual dues as set forth in the Schedule of Fees and Dues, and approval of the Board.

9.4 Fees and Dues

The annual dues payable to the FIDO Alliance by each class of Members shall be established and may be changed from time to time by resolution of the Board. Initial dues shall be due and payable upon the Member’s execution of the Membership Agreement and approval by the Board. Thereafter, yearly dues shall be due and payable as specified in the Schedule of Fees and Dues. If any Member is ninety (90) days delinquent in the payment of dues, such Member’s rights shall be deemed suspended upon written notice from the FIDO Alliance until all delinquent dues are paid.

9.5 Number of Members

There is no limit on the number of Members the FIDO Alliance may admit. The Board may, however, in its sole discretion limit the number of Board Members and Sponsor Members so long as such limitations are not imposed for the purpose of excluding otherwise qualified applicants.
9.6 Membership Roll
The FIDO Alliance shall keep a membership roll containing the name and address, including
electronic mail addresses, of each Member, the date upon which the applicant became a Member,
and the name of one (1) individual from each Member FIDO Alliance who shall serve as a
primary contact for the FIDO Alliance, receive all correspondence and information, and vote on
all issues submitted to a vote of the Members. Termination of the membership of any Member
shall be recorded in the roll, together with the date of termination of such membership.

9.7 Nontransferability of Memberships
A Member may not transfer, assign or sublicense any of its rights or obligations under the Bylaws
or this Membership Agreement without the prior written approval of the Board, unless otherwise
permitted in the Membership Agreement. A third party further may not assume any of a
Member’s rights or obligations under the Bylaws or this Membership Agreement incident to a
change of Control of Member, without the written consent of the Board. Any attempted transfer
by a Member in violation of this Section shall be null and void.

10 Meetings of Members

10.1 All Member Meeting(s)
There shall be at least one meeting of the Members per calendar year All Board and Sponsor
Members shall be invited to attend every All Member Meeting. Associate Members may attend
any one All Member Meeting of their choosing. All Members who attend an All Member
Meeting may be full participants in any plenary sessions of that meeting, but shall only be
permitted observer attendance rights in any Working Group sessions of that meeting wherein they
are not Participants.

10.2 Place of Meetings
Meetings of Members shall be designated from time to time by resolution of the Board, which
resolution shall specify the meeting place and time. At the discretion of the Board, meetings may
be held in person or by any combination of audio, teleconferencing, or videoconferencing
techniques.

10.3 Notice of Meetings
Unless otherwise provided by the Bylaws, this Membership Agreement or provisions of law,
notice stating the place, day and hour of the Members’ meeting shall be provided not less than
thirty (30) days in advance thereof.

The primary means for the provision of notice shall be via electronic mail to the Member at the
electronic mail address as it appears on the records of the FIDO Alliance.

Whenever any notice of a meeting is required to be given to any Member of this FIDO Alliance
under the Bylaws or this Membership Agreement, a waiver of notice in writing signed by the
Member, whether before or after the time of the meeting, shall be equivalent to the giving of such
notice.

10.4 Member Action
All Member actions and decisions shall be advisory in nature only and shall not be binding upon

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1094 the Board.

1095 10.5 Member Action at Meetings
1096 Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by
1097 audio, videoconferencing or teleconferencing techniques, unless otherwise required. Written
1098 confirmation of any and all ballot results shall be maintained with the FIDO Alliance’s minutes.

1099 10.6 Action by Written Ballot
1100 Except as otherwise provided under the Bylaws, Membership Agreement or provisions of law,
1101 any action which may be taken at any meeting of Members may be taken without a meeting or in
1102 conjunction with a meeting if the FIDO Alliance distributes a written ballot to each Member
1103 entitled to a vote. Ballots shall be mailed or delivered in the same manner required for giving
1104 notice of membership meetings as specified in the Bylaws or this Membership Agreement.

1105 10.7 Conduct of Meetings
1106 Meetings of Members shall be presided over by the Executive Director of the FIDO Alliance or,
1107 in his or her absence by a Board Member designated by the Board. The Secretary of the FIDO
1108 Alliance shall act as Secretary of all meetings of Members. In the absence of the Secretary, the
1109 presiding officer shall appoint another person to act as Secretary for that meeting.
1110 Meetings shall be governed by such procedures as may be approved from time to time by the
1111 Board, insofar as such rules are not inconsistent with the Bylaws, this Membership Agreement or
1112 with provisions of law.

1113 11 Membership Classifications

1114 11.1 Board Member
1115 The FIDO Alliance shall have Board Members. A Board Member must be a corporation,
1116 partnership, joint venture, trust, limited liability company, business association, governmental
1117 entity or other entity. All Board Members must execute a Membership Agreement and any
1118 relevant Attachments thereto and pay the fees called for in the Schedule of Fees and Dues. Once
1119 approved by the Board, all Board Members shall be entitled to all rights and bound to the
1120 obligations generally afforded and imposed upon all Members. In addition, Board Members shall
1121 be granted the specific additional rights stated in this Section 11.1 and shall be subject to the
1122 obligations stated in the Membership Agreement and any relevant Attachments thereto.

1123 Among other benefits specifically afforded to Board Members who remain in Good Standing are:
1124 (1) to be a member qualified to designate persons as Delegates;
1125 (2) to be listed (with a hyperlink to the Board Member’s web site) as a Board Member on the
1126 FIDO Alliance’s web site;
1127 (3) to access any and all portions of the FIDO Alliance’s web site and any electronic
1128 transmissions therefrom via mailing list. This right includes access to any “Board Members
1129 only”, “Sponsors only” and “Members only” discussion groups and the FIDO Alliance’s mailing
1130 lists (subject to any privacy policy that the FIDO Alliance may adopt);
1131 (4) to access “Members only” information, including but not limited to all Contributions; all
1132 Specifications, Requirements and Other Publications, in draft or final form; and internal working
1133 documents of Working Groups on which the Board Member serves;
1134 (5) to serve as chair of any Working Group subject to any procedures for that Working Group;
1135 (6) to participate in the activities of any Working Group subject to any procedures for that
Working Group;
(8) to obtain technical support if such technical support is provided by the FIDO Alliance;
(9) subject to procedures of the Board, to review and comment on Deliverables of the FIDO Alliance prior to their adoption by the FIDO Alliance;
(10) to have the preferential right of first refusal (prior to Sponsors and Associates) to actively participate in the FIDO Alliance’s marketing and promotional activities at trade shows and other industry events;
In addition to the foregoing, the Board may from time to time approve other benefits to which all Board Members may be entitled.

11.2 Sponsor Member
The FIDO Alliance shall have Sponsor Members. Admission as a Sponsor Member shall be open to any corporation, partnership, joint venture, trust, limited liability company, business association, governmental entity or other entity. All Sponsor Members must execute a Membership Agreement and any relevant Attachments and pay the fees called for in the Schedule of Fees and Dues for Sponsor Members. Once approved by the Board, all Sponsor Members shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Sponsor Members shall be subject to the obligations stated in the Membership Agreement and any relevant Attachments thereto.

Among other benefits specifically afforded to Sponsor Members who remain in Good Standing are:

(1) to be listed as a Sponsor Member on the FIDO Alliance’s web site;
(2) to access the FIDO Alliance’s web site and any electronic transmissions therefrom via mailing list. This right includes access to any “Sponsor only” and “Members only” discussion groups and the FIDO Alliance’s mailing lists (subject to any privacy policy that the FIDO Alliance may adopt);
(3) to access “Members only” information, including all Specifications, in Review Draft and above form; Requirements in Review Draft form; Other Publications in draft or final form; and internal working documents of the Working Groups on which the Sponsor serves;
(4) to participate in the activities any Working Groups subject to procedures for that Working Group;
(5) to receive technical support when such services are provided by the FIDO Alliance; and
(6) subject to procedures of the Board, to review and comment on Deliverables of the FIDO Alliance prior to their adoption by the FIDO Alliance.

In addition to the foregoing, the Board may from time to time approve other benefits to which all Sponsor Members may be entitled.

11.3 Associate Member
The FIDO Alliance shall have Associates. Admission as an Associate shall be open to any corporation, partnership, joint venture, trust, limited liability company, business association, governmental entity or other entity. All Associates must execute a Membership Agreement and any relevant Attachments thereto and pay the fees called for in the Schedule of Fees and Dues for Associates. Once approved by the Board, all Associates shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Associates shall be subject to the obligations stated in the Membership Agreement and any relevant Attachments thereto.

Among other benefits specifically afforded to Associates who remain in Good Standing are:

(1) to be listed as a Member on the FIDO Alliance’s web site;

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(2) to access the FIDO Alliance’s web site and any electronic transmissions therefrom via mailing list. This right includes access to the “Members only” discussion groups and the FIDO Alliance’s mailing lists (subject to any privacy policy that the FIDO Alliance may adopt);

(3) to access “Members only” information, including all Specifications in Review Draft or above form;

(4) upon invitation from a Working Group Chair, to participate in the activities any Working Groups subject to procedures for that Working Group and without the right to vote on any Working Group matters;

and

(5) attend any one All Member Meeting per calendar year, of their choosing, subject to registration fees.

In addition to the foregoing, the Board may from time to time approve other benefits to which all Associates may be entitled.

11.4 Government Member

11.4.1 Rights and Benefits

The FIDO Alliance shall have Government Members. Admission as a Government Member shall be open to only agencies, instrumentalities or departments of the federal or national government of the country of the agency, instrumentality or department. All Government Members must execute a Membership Agreement and any relevant Attachments and pay the fees called for in the Schedule of Fees and Dues for Government Members. Once approved by the Board, all Government Members shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Government Members shall be subject to the obligations stated in the Membership Agreement and any relevant Attachments thereto.

Among other benefits specifically afforded to Government Members who remain in Good Standing are:

(1) to be listed as a Government Member on the FIDO Alliance’s web site;

(2) to access the FIDO Alliance’s web site and any electronic transmissions therefrom via mailing list. This right includes access to any “Sponsor Only,” “Government only” and “Members only” discussion groups and the FIDO Alliance’s mailing lists (subject to any privacy policy that the FIDO Alliance may adopt);

(3) to access “Members only” information, including all Specifications, in Review Draft and above form; Requirements in Review Draft form; Other Publications in draft or final form; and internal working documents of the Working Groups on which the Government Member serves;

(4) to participate in the activities any Working Groups subject to procedures for that Working Group but without the right to vote on any Working Group matters;

(5) to attend and participate in certification testing conducted by the FIDO Alliance;

(6) to receive technical support when such services are provided by the FIDO Alliance; and

(7) subject to procedures of the Board, to review and comment on Deliverables of the FIDO Alliance prior to their adoption by the FIDO Alliance.

In addition to the foregoing, the Board may from time to time approve other benefits to which all Government Members may be entitled.

11.4.2 Changed Agreement Terms

For Government Members the following terms apply, notwithstanding any conflicting term in this Membership Agreement. Section 3.4 is overridden so that the federal or national laws of the
Government Member’s country shall govern and be used to interpret this Membership Agreement and any provisions of the Agreement that are inconsistent with the federal or national laws of the Government Member’s country shall not apply. Section 3.5 is overridden so that mediation may not be demanded and that any dispute, including judicial proceedings, will be resolved at a mutually agreeable venue. With regard to Section 3.7, any use of the Government Member’s name shall not appear to be an endorsement of any product or service and any use of the Government Member’s logo shall only be done according to a separate written agreement between the Government Member and FIDO. With regard to Section 6.1, it is understood that works of the Government Member may be subject to relevant federal or national law so that the works may not be subject to copyright protection and therefore there is nothing to grant under Section 6.1. Equally, if the federal or national laws of the Government Member's country make provision for copyright protection for government-originated material, the licensing arrangements pertaining in that country for such material shall apply. With regard to Sections 6.8 and 8, the representations made therein are good faith representations and the warranties made therein are changed to good faith representations.

12 Legacy Patent Terms

12.1 Introduction

This Section 12 shall only apply to all Members and their Related Entities which were Members and any Proposed Standard Specifications which existed as of the Patent Policy Transition Date. The purpose of this Section 12 is to continue the original FIDO Alliance Promise which was applicable to all Members and their Related Entities. This Section 12 shall not apply to any Members joining the FIDO Alliance after the Patent Policy Transition Date. If any definitions or terms of this Section 12 conflict with definitions or terms in other Sections in this Agreement, the definitions and terms of this Section 12 apply to this Section 12 only.

12.2 Definitions

“Authorized Manufacturer” means an entity which manufactures devices which implement a Proposed Standard Specification for or on behalf of a Bound Entity.

“Authorized Subcontractor” means an entity performing services for a Bound Entity, where such services relate directly to implementation of a Proposed Standard Specification or to performance of Public Permitted Uses.

“Covered Third Party” means a user or customer of a Bound Entity, an Authorized Manufacturer (but only with regard to devices actually manufactured for a Bound Entity), an Authorized Subcontractor (but only with regard to services provided directly to a Bound Entity), or any entity to which such Bound Entity owes an obligation to indemnify such entity from and against claims of infringement by Working Group Permitted Uses or Public Permitted Uses.

“Granted Claims” means, with respect to a Member and its Related Entities, those patent claims (a) that such Member and its Related Entities own or control, including (i) those patent claims the Member or its Related Entities acquire or control after the Date but on or before the termination of this Agreement or (ii) the applications whose priority dates are on or before two (2) months after the termination of this Agreement, (b) that are necessarily infringed by a compliant implementation of the Normative Requirements of a version of a Proposed Standard...
to the extent it is within the relevant scope of work established for its development by the
relevant Working Group, where such infringement could not have been avoided by another
commercially reasonable non-infringing alternative compliant implementation of such
Proposed Standard Specification, and (c) the primary purpose of the relevant portion of the
implementation is to enable authentication security in a manner consistent with the Mission.
The Member and its Related Entities’ Granted Claims include only those patent claims that are
infringed by the compliant implementation of the Normative Requirements of the Proposed
Standard Specification, where such Proposed Standard Specification is approved as a Proposed
Standard Specification while one or more of the Member and its Related Entities is
participating in the Working Group associated with such Proposed Standard Specification.
Notwithstanding anything else in this Agreement, “Granted Claims” shall not include: (1)
claims on enabling technologies or algorithms that may be necessary to make or use any
product or portion thereof that complies with the Proposed Standard Specification and are not
themselves expressly set forth in such Proposed Standard Specification (for example and
without limitation, semiconductor manufacturing technology, compiler technology, object-
oriented technology, basic operating system technology, programming instructions,
compression formats, encryption formats and data processing); (2) claims on published
standards developed elsewhere and merely referred to in the body of the Proposed Standard
Specification, (3) claims on any portion of any product and any combinations thereof of the
purpose or function of which is not required for compliance with required portions of the
Proposed Standard Specification, (4) claims which, if licensed, would require a payment of
royalties by the licensor to unaffiliated third parties; and (5) claims on design patents and
design registrations. Granted Claims do not include any claims other than those set forth above
even if contained in the same patent as Granted Claims. For purposes of this definition, a
Proposed Standard Specification shall be deemed to include only architectural and
interconnection requirements essential for interoperability and shall not include any
implementation examples unless such implementation examples are expressly identified as
being Normative Requirements of the Proposed Standard Specification.

Some deliverables will be Specifications intended for submission to an external standards
development organization such as the IETF, and/or intended for implementation by non-
Members. Only Proposed Standard Specifications are candidates for implementation by non-
Members or submission to external standards development organizations. If the Board has
determined, in cooperation with the Working Group that authored the Specification, that such
Specification is ready for Proposed Standard Specification status, the Board shall vote on whether
to make such candidate a Proposed Standard Specification. Approval by the Board requires a
Full Supermajority Vote of the Board. Any Proposed Standard Specification may be submitted to
the IETF or other standards development organization, with appropriate IPR grants, by a Full
Supermajority Vote of the Board.

“Public Permitted Uses” means making, using, selling, offering for sale, importing or distributing
any compliant implementation of a Proposed Standard Specification, 1) only to the extent it
implements the Normative Requirements of the Proposed Standard Specification and 2) so long
as all required portions of the Proposed Standard Specification are implemented. Public Permitted
Uses do not extend to any portion of an implementation that is not included in the Normative Requirements of a Proposed Standard Specification.

**12.3 Patents**

This Section 12.3 sets forth the terms under which Bound Entities make certain patent rights available to the Public for Public Permitted Uses.

**12.3.1 Patent Non-Assert**

**12.3.1.1 The Promise**

For each Working Group in which one or more Bound Entities participates, Signatory, on behalf of itself, all its Related Entities and its and their successors in interest and assigns, promises not to assert its or its Related Entity’s Granted Claims against any Participant in such Working Group for its Public Permitted Uses, subject to the terms and conditions of this Agreement. This is a personal promise directly from each Bound Entity to each Participant in such Working Group, and each Bound Entity represents to such Participant, and such Participant acknowledges as a condition of benefiting from it that no rights from such Bound Entity are received from suppliers, distributors, or otherwise in connection with this promise. These promises also apply to each Participant’s Public Permitted Uses of any other specifications incorporating all required portions of the Specification.

If the Signatory is not a Participant in a particular Working Group, and the Board has approved a particular Proposed Standard Specification, such Signatory shall be bound by the promise set forth in this Section 12.3.1.1 with respect to only such Proposed Standard Specification, in which case (i) the Signatory, on behalf of itself and all its Related Entities, promises not to assert its or its Related Entity’s Granted Claims against any Public Permitted Uses, subject to the terms and conditions of this Agreement and (ii) the Signatory will be deemed a Participant in such Working Group solely for the purposes of this Section 12.3 as applicable solely to such Proposed Standard Specification.

Once the Board has approved a Proposed Standard Specification, the Board may elect, by a Full Supermajority Vote, to expand the scope of the beneficiaries of this promise to any party in the world (whether or not such party is a Participant). In such case, the Signatory, on behalf of itself, all its Related Entities and its and their successors in interest and assigns, irrevocably (except as provided in Section 12.3.1.2.1 or other otherwise herein) promises not to assert its or its Related Entity’s Granted Claims against any party in the world for its Public Permitted Uses, subject to the terms and conditions of this Agreement.

**12.3.1.2 Termination**

**12.3.1.2.1 As a Result of Claims by Promisee**

All rights, grants, and promises made by Bound Entities to a particular Participant or, if the Board has expanded the promise to any party in the world pursuant to Section 12.3.1.1, any party in the world and that party’s Related Entities (each of the Bound Entities and each party and that party’s Related Entities to which the promise is expanded is designated as a “Promisee” for purposes of

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12.3.1.2.1 As a Result of Claims by the Signatory or its Related Entities

If the Signatory or any of its Related Entities voluntarily files, maintains, or participates in a lawsuit asserting that a Public Permitted Use infringes any Granted Claims of the Signatory or its Related Entities, then all rights, grants, and promises made by each Participant in the Working Group associated with the Specification to the Signatory and its Related Entities under this Agreement are terminated and the Signatory and its Related Entities relinquish any rights, grants, and promises the Signatory and its Related Entities have received for the Specification from each Participant, unless, with respect to a particular Participant, a) the Signatory’s promise to such Participant was terminated pursuant to Section 12.3.1.2.1, or b) that suit was in response to a corresponding suit first brought by such Participant against the Signatory or any of its Related Entities or Covered Third Parties.

12.3.1.3 Additional Conditions

This promise is not an assurance (i) that any of Bound Entity’s copyrights or issued patent claims cover an implementation of a Specification or are valid or enforceable or (ii) that an implementation of a Specification would not infringe intellectual property rights of any third party. Notwithstanding the personal nature of Bound Entity’s promise, Bound Entity’s promise is intended to be binding on any future owner, assignee or exclusive licensee to whom has been given the right to enforce any Granted Claims against third parties, and Bound Entity will take such reasonable steps as Bound Entity can to make Bound Entity’s promise binding on such future owner, assignee or exclusive licensee.

12.3.1.4 Bankruptcy

Solely for purposes of Section 365(n) of Title 11, United States Bankruptcy Code and any equivalent law in any foreign jurisdiction, this promise will be treated as if it were a license and Participant may elect to retain Participant’s rights under this promise if Bound Entity (or any owner of any patents or patent applications referenced herein), as a debtor in possession, or a bankruptcy trustee, reject the non-assert under Section 12.3.1.1.

12.3.2 Commitment.

In addition to rights each Bound Entity grants in this Agreement, including without limitation in Paragraph 12.3.1.1, on behalf of itself and its successors in interest and assigns such Bound Entity agrees that if it transfers or assigns a patent containing a Granted Claim, it will do so only on condition that the future owner or assignee enters into a binding written agreement that binds such future owner or assignee to the terms of Section 12.3 with respect to the assigned patent.
13  Membership Information, Signature & Pre-Requisites

13.1 Membership Contact Information & Representation

(MEMBER Name)

(Primary Representative Name and email address)

(Patent legal counsel for Member and postal address)

Desired Membership Level:

- [ ] Associate (fewer than 100 employees)
- [ ] Associate (greater than 100 employees)
- [ ] Sponsor
- [ ] Government

(Mailing Address)

(Billing Contact name and email address)

If you wish to participate in these areas of the FIDO Alliance, please complete the information below:

Marketing and PR:

(Marketing Contact name and email address)

(PR Contact name and email address)

Public Policy:

(Government Affairs/Public Policy Contact name and email address)
13.2 Signing Instructions.

On Behalf of Signatory applying for Membership:

Corporate/Entity. If you are signing this Agreement on behalf of a corporation, employer, partnership, or similar legal entity, ensure that an authorized individual signs this Agreement and identifies the entity that will be granting rights under this Agreement as the Signatory.

__________________________________________________
(Signatory Name Typed or Printed)

By: _______________________________________________
(Authorized Signature)

_______________________________________________
(Print Name of person signing above)

Date signed: ______________________________________

On Behalf of FIDO Alliance

By: _______________________________________________
(Authorized Signature)

_______________________________________________
(Print Name of person signing above)

Date signed: ______________________________________
7 Withdrawal from Agreement

7.1 Voluntary Withdrawal

7.2 Termination

7.3 Effect of Termination

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## 9 Membership Provisions

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