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FIDO Alliance

Membership Agreement

7 FIDO 联盟会员协议

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13 *FIDO Alliance Inc. is a California incorporated non-profit mutual benefit corporation.*

FIDO 联盟公司是一家在加利福尼亚州注册的非营利性互惠公司。

This document is provided for reference and convenience only. This is not the actual agreement and cannot be signed by either party, as shown by the lack of a signature block. The English language-only version is the actual agreement and the one that must be signed.

本文檔僅供參考和便利。這是不實際的協議，不能由任何一方簽署，如圖缺乏簽名塊。英國唯一的語言版本是實際的協議，必須簽署之一。

13 **FIDO Alliance Membership Agreement**14 **FIDO 联盟会员协议**15 **1 Mission Statement and Preamble**

16 宗旨声明与序言

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

25 **宗旨声明:** FIDO 联盟公司 (“FIDO 联盟”) 的宗旨是所有会员共同承担的重要义务, 即
26 致力于通过以下方式改变网络安全认证的现状 (a) 开发开放的、无障碍的技术规范及其
27 他准则以定义一组开放的、可扩展的、可互操作的机制, 取代依赖密码对在线服务的用
28 户进行身份验证, (b) 运营行业方案以帮助确保规范可以成功地在全世界范围内采用,
29 (c) 将成熟的、无障碍的技术规范提交给公认的标准开发机构以实现正式的标准化。

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

36 在线快速认证 (FIDO) 联盟会员协议需经过签署后加入, 签署主体向联盟及联盟所有的其
37 他会员履行权利和义务 (无论该会员是在生效日之前、同时或是生效日之后加入联盟)。
38 本协议将在 FIDO 联盟正式授权的代表会签之日起生效, 该会签意味着时任 FIDO 委员会
39 (定义见下文) 对本协议的接受。。

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

43 鉴于创始会员共同的目标, 即发展技术规范及其他准则以定义一组开放的、可扩展的、
44 可互操作的更强的网络身份验证机制, 创始会员创立 FIDO 联盟以实现其宗旨; 且

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

47 鉴于创始会员已经为第三方提供下述方式加入 FIDO 联盟;

48 *Now it is hereby agreed that, in consideration of their participation in scoping, developing,*

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49 *defining and promoting the Specifications and Other Publications, and in consideration of all*
50 *other Members entering into FIDO Alliance Membership Agreements in identical form, and of all*
51 *future parties who wish to participate as Members entering into such a FIDO Alliance*
52 *Membership Agreement as a condition of becoming a Member, such that all Members shall be*
53 *regarded as parties to a single instance of this Agreement as applicable under relevant law, such*
54 *as third party beneficiary and standards organizations law, each Member agrees to the following:*

55 特此同意，鉴于创始会员参与开发、定义并推进技术规范及其他准则以及确定管辖范围，
56 鉴于所有其他会员基于相同的会员协议加入 FIDO 联盟会员，同时鉴于本协议将作为未来
57 会员加入联盟的条件，因此，所有的会员应当在相关法律下被视为本协议的独立参与方，
58 比如第三方受益人和标准组织法律，各会员同意本协议以下内容：

59 **2 Definitions**

60 定义

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

62 本协议中大写的术语按照如下方式定义

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

65 “**准会员**”指以准会员身份加入 FIDO 联盟的所有会员，准会员的定义参见本协议第 11 章。

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

68 “**授权生产商**”指的是为或代表受约束的实体生产执行拟议标准规范的设备的实体。

69

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

73 “**授权分包商**”指的是为受约束的实体执行服务的实体，这些服务直接依赖于拟议的标准
74 规范的执行或公共许可使用的效果。

75 “**Board**” or “**FIDO Board**” shall refer to the collective entity of Delegates, each Delegate
76 designated by a Board Member of the FIDO Alliance, which shall serve certain purposes
77 described in this Agreement. By way of clarification, the Board shall have the rights and
78 obligations set out in Section 4.2.2 of this Agreement, but shall not constitute the Statutory
79 Committee, a separate entity of the FIDO Alliance as set forth herein.

80 “**董事会**”或“**FIDO 董事会**”指的是一组代表，每位代表由 FIDO 联盟的一位董事会会员指
81 派，他将执行本协议约定的特定职能。通过声明，董事会将拥有本协议第 4.2.2 章表述的

82 权利和义务，但董事会不能组成法律委员会，即本协议约定的 FIDO 联盟的一个独立组
83 织。

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

86 “**董事会会员**”指以董事会会员身份加入 FIDO 联盟的所有会员，董事会会员的定义参见本
87 协议第 11 章。

88 “**Bound Entit(ies)**” means the Signatory and its Related Entities if applicable.

89 “受约束的实体”指的是签署方及其相关实体（如适用）。

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

98 “**机密消息**”指的是(1)对于会员的机密信息，指的是以有形状态存在并明显标记“机密”的投
99 稿，或者如果是口头公开的信息，在公开时或者在首次公开的 30 日内，明确表明此类信
100 息是“机密”的，或（2）对于 FIDO 的机密信息，指与 FIDO 联盟正在考虑的事宜的状态相
101 关的信息，包括但不限于技术标准或其他有形存在的并明显标记“机密”的文件，或者如
102 果是口头公开的信息，在公开时或者在首次公开的 30 日内，明确表明此类信息是“机密”
103 的。

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

110 “**投稿**”指的是有署名的原创作品，包括对现存作品的修改或添加，作者提交上述作品作
111 为 FIDO 联盟公开文件的内容。本定义中，“提交”指的是为改进 FIDO 联盟准则，以电
112 子、口头或书面等形式进行的通信，但不包括任何以书面形式明确表示不属于投稿的通
113 信。

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

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118 “**控制**”指的是对于某实体，任何直接或间接地控制超过 50%以上选择该实体董事的投票权
119 的能力，包括但不限于直接或间接的所有权，或者具备指导或影响该实体管理层及决策的
120 能力。“控制”及“受控”应适时解释。

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

124 “**控制文件**”指的是任何政策文件、法规、合作协议或其他由董事会出于监督管理 FIDO
125 事务的目的制定的文件。

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

131 “**涉及第三方**”是指受约束实体的用户或客户，授权生产商（但只是对于确实为受约束主体
132 生产了设备的），授权分包商（但只能对于直接向受约束实体提供服务的），或任何受约
133 束实体对其承担赔偿责任使其免受事务委员会许可使用或公共许可使用而产生的侵权主张
134 赔偿的实体。

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

136 “**签署日期**”指的是签署人签署此协议的日期。

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

141 “**代表**”指的是由已加入 FIDO 联盟拥有董事会会员资格的会员所指派的员工。委托人共同
142 组成 FIDO 董事会，董事会会员可随时替换其指派的代表。

143 “**Deliverable**” shall mean any Specifications, Requirements, and Other Publications developed
144 within FIDO Alliance as of the date of the Signatory’s last Contribution.

145 “**交付项**”是指签署人最后投稿日内，FIDO 联盟开发的所有技术规范、要求及其他规范。

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

148 “**成立日期**”指的是 2012 年 10 月 1 日。在“成立日期”之后加入 FIDO 联盟的会员将不被认
149 为是创始会员。

150 “**Full Majority Vote**” shall mean 50% or more of the then current Members meeting Voting
151 Requirements of the applicable group (e.g., the Board, the Statutory Committee, or a Working
152 Group).

153 “**多数投票**”指的是满足适用组（如董事会、法律委员会或工作组）的投票要求需要的 50%
154 及其以上当时会员的投票。

155 “**Full Supermajority Vote**” shall mean 66% or more of the then current Members meeting Voting
156 Requirements of the applicable group (e.g., the Board, the Statutory Committee, or a Working
157 Group).

158 “**绝对多数投票**”指的是满足适用组（如董事会、法律委员会或工作组）的投票要求需要的
159 66%及其以上当时会员的投票。

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

163 “**创始人**”或“**创始会员**”指的是在成立日期加入本协议的所有会员。这类会员有权公开标称
164 FIDO 创始人或创始会员。

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

167 “**信用良好**”指的是会员已经支付所有本级别会员该缴纳的会费并满足董事会的其他所有要
168 求。

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

171 “**政府会员**”指的是以政府会员身份加入 FIDO 联盟的所有会员，政府会员的定义参见本协
172 议第 11 章。

173 “**Granted Claims**” means, with respect to a Member and its Related Entities, those patent claims
174 (a) that such Member and its Related Entities own or control, including (i) those patent claims
175 the Member or its Related Entities acquire or control after the Date, but on or before the
176 termination of this Agreement or (ii) the applications whose priority dates are on or before two
177 (2) months after the termination of this Agreement, (b) that are necessarily infringed by a
178 compliant implementation of the Normative Requirements of a version of an Implementation
179 Draft Specification or Proposed Standard to the extent it is within the relevant scope of work
180 established for its development by the relevant Working Group, where such infringement could
181 not have been avoided by another commercially reasonable non-infringing alternative compliant
182 implementation of such Implementation Draft Specification or Proposed Standard
183 Specification, and (c) the primary purpose of the relevant portion of the implementation is to
184 enable authentication security in a manner consistent with the Mission. The Member and its
185 Related Entities’ Granted Claims include only those patent claims that are infringed by the

186 compliant implementation of the Normative Requirements of the Implementation Draft
187 Specification or Proposed Standard Specification, as applicable, where such Implementation
188 Draft Specification or Proposed Standard Specification is approved as an Implementation Draft
189 Specification or Proposed Standard Specification, as applicable, while one or more of the
190 Member and its Related Entities is participating in the Working Group associated with such
191 Implementation Draft Specification or Proposed Standard Specification. Notwithstanding
192 anything else in this Agreement, "Granted Claims" shall not include: (1) claims on enabling
193 technologies or algorithms that may be necessary to make or use any product or portion thereof
194 that complies with the Implementation Draft Specification or Proposed Standard Specification
195 and are not themselves expressly set forth in such Implementation Draft Specification or
196 Proposed Standard Specification (for example and without limitation, semiconductor
197 manufacturing technology, compiler technology, object-oriented technology, basic operating
198 system technology, programming instructions, compression formats, encryption formats and
199 data processing); (2) claims on published standards developed elsewhere and merely referred to
200 in the body of the Implementation Draft Specification or Proposed Standard Specification, (3)
201 claims on any portion of any product and any combinations thereof the purpose or function of
202 which is not required for compliance with required portions of the Implementation Draft
203 Specification or Proposed Standard Specification, (4) claims which, if licensed, would require a
204 payment of royalties by the licensor to unaffiliated third parties; and (5) claims on design
205 patents and design registrations. Granted Claims do not include any claims other than those set
206 forth above even if contained in the same patent as Granted Claims. For purposes of this
207 definition, an Implementation Draft Specification or Proposed Standard Specification shall be
208 deemed to include only architectural and interconnection requirements essential for
209 interoperability and shall not include any implementation examples unless such implementation
210 examples are expressly identified as being Normative Requirements of the Implementation
211 Draft Specification or Proposed Standard Specification.

212 “**授权权利要求**”是指，关于会员和其相关的实体，这些专利权利要求 (a) 由此类的会员和
213 其相关的实体拥有或控制，包括 (i) 那些专利声称该会员或其相关的实体获取或控制日期
214 后但或之前终止此协议或 (ii) 应用程序的优先日期或之前两 2 个月后终止本协议，(b)，
215 一定是某个版本的执行草案规范或标准提出的范围内，它是在建立其发展有关的工作小组
216 的工作有关的范围内的规范性要求兼容的实现受到侵犯在那里这种侵权不都可避免的
217 另一个商业上合理非侵权替代兼容的实现的这种执行草案规范或提出的标准规范，和 (c)
218 执行的相关部分的主要目的是启用身份验证安全性的方式符合 特派团。会员和其相关的
219 实体 授予权利要求包括只有那些专利权利要求，都侵犯了实施草案的规范性要求兼容的
220 实现 规格或提出标准规范，作为适用，这种执行草案规范或提出的标准规格批准为实施
221 草案规范或提出的标准规范，作为适用，而一个或多个会员和其相关的实体参加工作组
222 与这种实施草案规格或提出标准规范相关联。尽管任何其他在本协定中，"授予权利要求
223 "不应包括: (1) 权利要求有关启用技术或算法，可能有必要使或使用任何产品或其任何部
224 分，亦符合执行草案规范或提出的标准规范，本身并不明确所述这样执行草案规范或提
225 出的标准规范（例如和无限限制半导体制造技术、编译器技术、面向对象技术、基本的
226 操作系统技术，编程指令、压缩格式、加密格式和数据处理); (2) 对已发布的标准的
227 权利要求在其他地方发展，仅仅提及到体内的执行草案规范或提出的标准规范的任何部
228 分的任何产品和任何组合的 (3) 债权目的或功能是不需要遵守需要的规范草案执行部分
229 或提出的标准规范，(4) 声称，如果持牌，将需要支付版权许可方向被许可方给无关的第
230 三方;和 (5) 对外观设计专利和设计登记债权。已授权权利要求不包括任何权利要求不包
231 括上文中规定即使作为授予权利要求就同一专利所载。出于这一定义，执行草案规范或

232 提出的标准规格须当作包括只有建筑和互连所必需的要求互操作性和不应包括任何执行
233 例子，除非这种实现示例被明确标识为规范要求实施草案规格或提出的标准规范。
234

235 “**Granted Claims Disclosure Notice**” shall have the meaning set forth in Section 6.6.1 of this
236 Agreement.

237 “**授权权利要求披露通知**” 参见本协议第 6.6.1 部分所指的定义。

238 “**IPR Review Period**” shall have the meaning set forth in Section 6.6.1 of this Agreement.

239 “**IPR 审核阶段**” 参见本协议第 6.6.1 部分所指的定义。

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

245 “**会员**”指的是已经完成申请表格，并根据本协议 3.6 部分要求签署了本协议副本或之前的
246 会员协议的实体，其协议同时由秘书处签署，即视为受到董事会接纳。为实现第 5 部分
247 “处理机密信息”的目的，FIDO 联盟也被视为会员。

248 “**Mission**” shall mean the Mission set forth in the Mission Statement of the FIDO Alliance as set
249 forth in Section 1 of this Agreement.

250 “**宗旨**”指的是本协议第 1 部分定义的 FIDO 联盟的宗旨。

251 “**Normative Requirements**” means those portions of the Implementation Draft Specification or
252 Proposed Standard Specification that are expressly identified as required for compliance with the
253 Implementation Draft Specification or Proposed Standard Specification including those portions
254 of an optional or alternative portion of the Implementation Draft Specification or Proposed
255 Standard Specification that are identified as required for compliance with such optional or
256 alternative portion. For clarity, those portions of the Implementation Draft Specification or
257 Proposed Standard Specification, including any portions of an optional or alternative portion
258 thereof, which are designated by the terms “must”, “shall”, “mandatory”, “normative” or
259 “required” are expressly identified as being required for compliance under this definition.

260 “**规范要求**”指的是实施规范草案或拟议的标准规范中符合实施规范草案或拟议标
261 准规范要求的所明确需要的部分，包括实施草案规范或拟议标准规范可选的或替代
262 部分中，明确需要的要求，符合这些可选的或替代的部分。为清楚起见，实施规范
263 草案或拟议标准规范，包括任何部分的可选或替代部分，通过“必须”，“应”，
264 “强制性”，“规范”或“要求”等词语表示时是明确确定应当遵守。

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

268 “**其他规范**”指的是由 FIDO 联盟开发或完成的任何形式的除规范、要求文件或政策文件以
269 外的其他文件（如演示材料，出版发行信息等。）

270 “**Participant**” means, with respect to a particular Working Group, any Member who participates
271 in such Working Group and its Related Entities. For purposes of Section 6.2, and particularly
272 Section 6.2.1.1, the FIDO Alliance will be treated as a Member participating in all Working
273 Groups.

274 “**参与者**”指的是在某一特定工作组中任何参与其中的会员及其相关方。基于本协议第 6.2
275 部分中的要求，尤其是 6.2.1.1，FIDO 联盟将被视为参与了所有工作组的会员。

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

278 “**政策文件**”指的是由董事会以简单多数投票通过的程序性或管理政策文件。

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

285 “**公共许可使用**”指的是，使用，销售，销售，进口或分发任何符合拟议标准规范的实施
286 品，1) 只是实施了拟议标准规范的规范要求 and 2) 只要拟议的标准规范的所有要求的部分
287 已经实施。公共许可使用不延伸到拟议标准规范的规范要求之外的任何其他规范要求。

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

290 “**出版物**”指的是有 FIDO 联盟制定的任何说明、要求或其他出版物。

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

295 “**法定人数**”指的是某组内需满足投票要求的超过 50%的会员数（如董事会、法律委员会或
296 工作组或会员全体会议）出席会议，或者是本人出席，或者通过电话出席，或者其他由此
297 协议定义的方法。

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

301 “**要求**”指的是包含技术性、组织性或其他由会员提供的可操作性要求，这些要求构成
302 FIDO 联盟所有技术文件的基础。

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

312 “**相关方**” 指的，对于特定实体，任何控制该实体，受该实体控制或同受控制的实体；除
313 非该实体在在成立日期之后获得对签署方的控制，否则该实体不能视为签署方的相关方，
314 除非书面签署同意加入 FIDO 联盟，否则将不能享受本协议下相关方的权益，包括但不限
315 于其他会员产生的利益。尽管收购的实体未能加入 FIDO 联盟，本协议下签字方及相关方
316 的权利及义务（包括其他会员的利益维护）将继续生效。

317 “**Simple Majority Vote**” shall mean greater than 50% of those voting meeting Voting
318 Requirements when a Quorum is present.

319 “**简单多数投票**”指当法定人数出席时，超过 50%的满足投票要求的投票数量。

320 “**Signatory**” means the entity listed as Signatory in the signature block to this Agreement.

321 “**签署方**” 指的是本协议下所有签字的实体。

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

325 “**规范**”指的是包含技术标准（包括对现有说明和协议的的说明）的，FIDO 联盟工作组工
326 作过程中的任一状态的的文件。

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

329 “**赞助会员**”指的是以本协议第 11 部分定义的赞助会员身份加入 FIDO 联盟的会员。

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

333 “**标准开发机构**”指的是主要活动是开发、协调、公布、修正、重新发布、翻译特定技术
334 标准用于解决标准采用人特定需求的组织。

335 “**Statutory Committee**” shall refer to the collective of certain Delegates which shall constitute
336 the entity defined in the Bylaws as the “Board of Directors” for purposes of applicable California

337 law, and which shall have the rights and obligations set out in Section 4.2.1 of this Agreement and
338 applicable California law.

339 “**法律委员会**”指的是在加利福尼亚州适用的相关法律下，由某些会员构成的执行委员会。
340 这些人拥有 4.2.1 所定义的所有责任和义务。

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

343 “**绝对多数投票**”指的是当法定人数到齐后，超过 66%的投票数或以上。

344 “**Voting Member**” shall mean Board Member.

345 “**投票会员**”指的是董事会会员。

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

349 “**投票要求**”指的是资格完备并满足标准操作程序或其他政策文件的参与要求。

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

351 “**工作组**”指的是满足本协议第 4 部分的定义。

352 “**Working Group Permitted Uses**” means making, using, selling, offering for sale, importing or
353 distributing any compliant implementation of an Implementation Draft Specification, 1) only to
354 the extent it implements the Normative Requirements of the Implementation Draft Specification
355 and 2) so long as all required portions of the Implementation Draft Specification are
356 implemented. Working Group Permitted Uses do not extend to any portion of an implementation
357 that is not included in the Normative Requirements of the Implementation Draft Specification.

358 “**工作组许可使用**”指的是制作、使用、销售、待售、引入或分发任何符合拟议标准规范的范围
359 规定，1) 在实现了规范要求的拟议标准规范的范围内和 2)，只要拟议标准规范的特定要
360 求的部分予以实施。工作组公共许可用途不延伸不延伸到拟议标准规范的规范要求之外的
361 任何其他规范要求。

362 **3 General**

363 通用要求

364 **3.1 Duration and Dissolution**

365 **存续与解散**

366 The FIDO Alliance shall exist until such time as it is dissolved only by a Full Supermajority Vote
367 of the Board and a Full Supermajority Vote of the Statutory Committee.

368 FIDO 联盟将一直存在，直至董事会会员绝对多数投票通过且法律委员会绝对多数投票通
369 过解散投票。

370 **3.2 Members' Freedom of Action and Right to Compete**

371 **会员自由活动及竞争权利**

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

377 无论是参与 FIDO 联盟，或者 FIDO 联盟批准或发布的规范，均不会要求任何会员使用或
378 者实施所述规范，或者限制任何会员开发、采用附加的、竞争性的或替代性的产品、规范
379 或实施方案，或阻碍任何会员根据其意愿采取不同的方法。

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

394 会员获悉彼此之间会在各种业务线互相竞争，因此他们及其代表的行为应当不违反任何
395 反垄断法律法规。每位会员与其他会员之间或许有与 FIDO 无关的相似协议。每位会员
396 可能设计、开发、制造、获得或营销竞争规范、产品和服务，且以其选择的方式进行操
397 作。会员没有宣布或营销任何产品或服务的义务。在不违背上述规定的前提下，会员同
398 意不对其各自的业务进行讨论，包括产品定价、方法或市场发发渠道、细分市场或客户
399 分配或其他不应在竞争对手之间讨论的话题。因此，每位会员应当负责对其代表进行法
400 律忠告，代表们讨论的话题应当仅仅与 FIDO 联盟的目标有关，无论这种讨论发生在正
401 式或非正式会议。

402 3.3 Principal Office

403 监管办公室

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

409 FIDO 联盟监管办公室的创建用于执行行政及业务职能。FIDO 联盟监管办公室的位置可能
410 随董事会不时改变，且这样的地址变更将以书面形式通知所有会员。当有业务及活动需
411 要，FIDO 联盟可能会在其他位置有这样的办公室，且董事会可随时指定。

412 3.4 Governing Law

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

415 3.4 管辖法规

416 本协议受加利福尼亚州法律监管并解释，但排除其法律选择规范的适用。

417 3.5 Dispute Resolution

418 争议解决

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

434 协议各方同意，遵照相互合作的精神，通过协商和谈判的方式尝试解决由本协议引起的任
435 何索赔或争议。在上述尝试（包括上升到理事会）失败后，或争端各方第一次尝试沟通
436 30 天后，任何一方可以通过调解的方式解决，该方应当提交给调解员进行调解处理，调解
437 员由董事会收到书面通知后的 21 天内选出，调解不具有约束力。争端双方通过协商或
438 者调解员调解，45 天内不能解决的，该争端可以提交加利福尼亚州圣克拉拉县法院或任何

439 对当事人具有属人管辖权的其他法院。使用任何调解程序都不能理解为该方的怠慢、放
440 弃或禁止反言，以产生对该方权利不利的影响。第 3.5 节的约定不阻止任何一方诉诸司法
441 程序，如果 (i) 诚信解决争端的努力已经失败，(ii) 索赔或诉讼涉及到知识产权，或
442 (iii) 有必要寻求法院的临时救济措施以防止对该缔约方或其他人产生严重和无法挽回的
443 损失。

444 **3.6 Amendments to this Agreement and the Bylaws**

445 协议修正与规定

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

456 本协议构成受约束实体和会员之间达成的完整协议，各方就有关事项达成一致，取代任何
457 以前或同期的协议或谅解，无论书面或口头的。任何变更或修改本协议只对会员具有约束
458 力，前提是获得董事会绝对多数投票通过，但是，此类修改或修订对任何已终止本协议且
459 (在联盟采纳修订稿的书面通知后的 30 天内) 退出 FIDO 联盟不再作为会员的实体无效。
460 FIDO 联盟章程需要由法律委员会和董事会同时绝对多数票通过。
461

462 **3.7 Publicity**

463 宣传

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

467 在未经事先的书面同意、，会员不应在任何公告或其他与本协议有关的宣传物或任何交付
468 物上，使用其他会员的名字。

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

474 每位会员将授权 FIDO 联盟不可转让的，免许可费的、有限许可使用其公司名称、主要标
475 志和其他商标材料用于识别和宣传其 FIDO 联盟会员身份及与其他所有会员的共同参与。
476 FIDO 联盟将依据会员商标规范使用该公司名称、标志和其他商标材料。

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477 3.8 Headings**478 标题**

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

481 会员须知本协议的所有标题仅供参考，不能用于对本协议的解释。

482 4 Governance**483 监管****484 4.1 Decision Making****485 决策**

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

496 除去在表决中明文规定由本协议或其他文件控制的情况，FIDO 联盟应寻求以协商一致的
497 方式作出决定。当无法根据要求做出一致的决定时，应当根据本协议和其他文件定义的方式
498 作出表决。除去本协议或其他文件另有规定的情形外，表决通过需简单多数投票。除了
499 本协议有明确规定外，当达到法定人数时，投票百分比必须是要计算满足投票要求的人投
500 出的“是”和“否”选票。只有“是”和“否”票被计算在内，和票、弃权或非票不应计算在内，但
501 不能影响法定人数。

502 4.2 The Statutory Committee and the FIDO Board**503 法律委员会和 FIDO 董事会****504 4.2.1 The Statutory Committee****505 法律委员会**

506 Pursuant to the Bylaws, the Statutory Committee shall have certain specified corporate
507 powers, as defined by applicable California law. The Statutory Committee shall consist
508 of seven Delegates, four of whom shall be the officers of the corporation specifically
509 defined in this Agreement, and the remaining three shall be elected by the Board in the
510 same annual election as the election of the officers. The remaining three shall be

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511 Delegates and each must be an employee of a Board Member of the FIDO Alliance. The
512 remaining three shall be elected for an annual term ending Dec. 31st of the following year,
513 except that for the first year the term shall end on Dec. 31st of the year in which they were
514 elected. The presiding officer for all meetings of the Statutory Committee shall be the
515 President. For any act on a Statutory Item as defined in the Bylaws or on dissolution of
516 the corporation, the Statutory Committee shall only act after a Board vote on that act and
517 shall strongly consider the results of any Board vote on that act.

518 根据章程，法律委员会应有特定的公司权力，根据适用的加州法律定义。法律委员会由七
519 个代表组成，其中四人应是规定在此协议中定义的公司高管人员，其余三个应由在同一年
520 度当选为主席团会员的选举委员会选出。三人应是代表且每个人都应是 FIDO 联盟董事会
521 会员的员工。三人应每年通过选举产生，任期至来年的 12 月 31 日，但当选的首年任期至
522 该年 12 月 31 日结束的除外。所有法律委员会会议的主持官员应为主席。关于法规规定的
523 法定项目的实施或公司解散，法律委员会应当在董事会投票后才能投票，且须谨慎对待董
524 事会投票的后果。

525

526 **4.2.2 The FIDO Board**

527 FIDO 董事会

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

538 董事会拥有本文中及法规规定的所有对 FIDO 联盟的管理权力，董事会是唯一有权直接批
539 准技术规范、要求或其他出版品或者工作组同意上述规范后批准的机构。董事会席数不
540 限，且具有良好信誉的董事会会员应当有权指派一位代表。仅有满足投票要求的代表可以
541 代表董事会进行投票。FIDO 联盟的执行主任应作为主席主持董事会会议，并用采取简单
542 多数票方式执行。主席有权决定董事会是否采用满足 FIDO 联盟其他委员会的程序要求的
543 电子方式投票。

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

545 董事会的角色和责任包括但不限于以下：

- 546 • Elect annually the President, the Vice President, the Treasurer and the Secretary and three
547 others from the Delegates to serve as the Officers and the Statutory Committee;;

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- 548 • 每年选举主席、副主席、财务主管、秘书及其他三位代表作为会员和法律委员会会
549 员。
- 550 • Hire a compensated Executive Director or the equivalent to assist in the administration of
551 the FIDO Alliance.
- 552 • 雇佣有偿执行主任或等同角色协助处理 FIDO 联盟事物。
- 553 • Approving Publications prior to making any Publication a publicly available document;
554 • 在公开发表出版物前进行审批工作
- 555 • Chartering Working Groups;
- 556 • 向工作组发放许可;
- 557 • Appointing Chairs to Working Groups;
- 558 • 任命工作组主席。
- 559 • Establish and publish a membership Schedule of Fees and Dues that may be amended
560 from time to time by the Board. Such Schedule of Fees and Dues may include a
561 scholarship program whereby the Board may waive or reduce fees if certain pre-defined
562 objective criteria are satisfied by an applicant;
- 563 • 建立并发布会员会费计划，根据董事会要求不时地进行修改。会费计划可能包含奖
564 学金计划，若申请人满足事先决定的客观条件，董事会可免除或减少费用。
- 565 • Accept or deny candidate Member Agreement applications (and renewals of same) into
566 the FIDO Alliance based on objective criteria adopted by the Board;
- 567 • 基于董事会评判标准接受或拒绝会员候选人的入会申请（及续期）;
- 568 • Approval of any contracts with the FIDO Alliance;
- 569 • 批准与 FIDO 联盟为合同方的任何合同
- 570 • Administering the transfer of FIDO Alliance Specifications to IETF or other Standards
571 Developing Organization;
- 572 • 管理 FIDO 联盟技术规范向 IETF 标准及其他标准开发组织转换;
- 573 • Determine the timing and logistics for all Members meetings and similar FIDO Alliance
574 communications mechanisms;
- 575 • 确定所有会员会议时间及交流方式，并确立相应 FIDO 联盟沟通机制;
- 576 • Administering email lists, conference bridges, collaboration tools, etc.;
- 577 • 管理电子邮件列表、会议联络、沟通工具等
- 578 • Setting change control and versioning procedures for Specifications through the
579 development and approval of Policy Documents;
- 580 • 确定技术规格的控制及版本程序通过开发批准政策文件。
- 581 • Setting other Policy Documents as may be required from time to time;
- 582 • 随时根据要求制定政策文件

- 583 • Dissolve the FIDO Alliance, which requires a Full Supermajority Vote and approval by
- 584 the Statutory Committee, as described herein;
- 585 • 解散 FIDO 联盟，需根据本协议约定由绝对多数票通过并由法律委员会批准；
- 586 • Terminate Members for cause, as specified in Section 7.2 of this Agreement;
- 587 • 根据本协议 7.2 约定的缘由终止会员资格；
- 588 • Termination of Board Members for cause, by Full Supermajority Vote of the Board;
- 589 • 通过董事会绝对多数投票终止董事会会员资格；
- 590 • Obtain and renew D&O Liability coverage at levels determined by the Board.
- 591 • 获取并更新各级董事与高级管理人员职责范围。

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

600 除程序性事务（如是否休会）外，除非有足够的法定人数存在，董事会不能做出任何决
 601 定，无论是否通过投票作出，然而，谁都无权阻止董事会根据审批程序行使其权利如果
 602 这样的程序是被授权或者组织所在州允许的，另外，这样的程序应当允许非全体代表（代
 603 表多数票，或在适用时，代表绝对多数票）签署该书面或其他形式的批准书。

604 **4.3 Officers, Executive Director and Working Groups**

605 官员、执行主任和工作组

606 **4.3.1 General Provisions**

607 一般规定

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

617 董事会应当通过简单多数在代表中选出如下官员：主席、副主席、财务管理及秘书。董事
 618 会应当通过简单多数选举在代表中选出三人组成法律委员会。FIDO 联盟可根据董事会的

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619 意见随时决定有特定职位特定职责的其他官员。当选官员和法律委员会其他会员必须是
620 FIDO 联盟董事会会员的雇员。所有官员在次年 12 月 31 日完成年度选举。官员可多次或
621 连续当选。当选官员应无偿为 FIDO 联盟工作。

622 **4.3.2 Duties of the President**

623 主席职责

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

629 主席应当是 FIDO 联盟的主要执行官员，作为法律委员会所有会议的主席。主席应当向执
630 行主任提供指导，必要时作为 FIDO 联盟的发言人。主席应当根据法律和本协议的规定履
631 行有利于联盟的权利和职责。

632 **4.3.3 Duties of the Vice President**

633 副主席

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

639 副主席应当协助主席工作，并在主席缺位时、或主席不能或拒绝履行时行使主席职责。副
640 主席应当拥有法律、本协议或董事会规定的其他有利于联盟的权利并履行这些职责。

641 **4.3.4 Duties of the Treasurer**

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

649 财务主管应当根据董事会批准的财务政策对 FIDO 联盟的财务情况负责。财务主管应当对
650 任何含有金融服务的合同进行审查并作为董事会财务委员会主席任职。财务主管应当向董
651 事会准备并展示关于 FIDO 联盟季度财务报告。财务主管应当拥有法律、本协议或董事会
652 规定的其他有利于联盟的权利并履行这些职责。

653 4.3.4 Duties of the Secretary**654 秘书职责**

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

660 秘书负责记录并分发董事会及会员全体大会的会议纪要，包括投票结果及采取的措施。一
661 般来是说，秘书应当处理由法律、本协议及其他决议规定的秘书办公室的日常事务，包括
662 但不限于：

- 663 • Certify and keep at the principal office of the FIDO Alliance the original, or a copy, of
664 this Agreement as amended or otherwise altered to date;
- 665 • 确认并保持 FIDO 联盟办公室文件的原件和副本，包括任何日期的；
- 666 • Keep at the principal office of the FIDO Alliance or at such other place as the Board may
667 determine, a book of minutes of all meetings of the Board, and, if applicable, meetings of
668 Board committees;
- 669 • 驻守在 FIDO 联盟办公室或其他董事会指定的地点，保持记录所有董事会会议纪
670 要，如果适用，还包括记录所有董事会委员会的会议纪要；
- 671 • Ensure that all notices are duly given in accordance with the provisions of this Agreement
672 or as required by law;
- 673 • 确保所有发出的通知符合本协议要求并受到法律保护；
- 674 • Be custodian of the records of the FIDO Alliance;
- 675 • 保管 FIDO 联盟的记录。
- 676 • Ensure all Member Agreements accepted by the Board are counter-signed;
- 677 • 确保所有董事会接受的所有会员协议已会签。
- 678 • Maintain a Membership roster containing the name, email address and mailing address of
679 each and any Members; and
- 680 • 维护会员花名册，包括会员名称，电子邮件及每位会员的邮寄地址；
- 681 • Ensure all Working Group Scribes are recording meeting minutes in compliance with
682 procedures set forth by the Secretary
- 683 • 确保所有的工作组书记员根据秘书程序记录所有的会议纪要。

684 4.3.5 Executive Director**685 执行主任**

686 The Executive Director of the Corporation agrees to perform such undertakings as are necessary
687 to manage the day-to-day needs of the Corporation, including:

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- 688 执行主任执行如下任务以管理每天联盟的必要事务，包括：
- 689 • Scheduling and setting up meetings;
 - 690 • 计划并准备会议
 - 691 • Chairing meetings of the Board;
 - 692 • 主持董事会会议
 - 693 • Facilitating communication between Members, including providing timely notices of
 - 694 meetings;
 - 695 • 促进会员之间交流包括定期提醒会议通知；
 - 696 • Providing Members with materials with respect to the activities of the FIDO Alliance as
 - 697 may be prepared by the Secretary or the Executive Director;
 - 698 • 向会员提供由秘书或执行主任准备的 FIDO 联盟活动相关材料；
 - 699 • Preside over plenary sessions of All Member Meetings; • Shall act as the chief
 - 700 administrator of the corporation;
 - 701 • 支持全体会员会议，作为主要管理员。
 - 702 • Receiving and processing membership agreements; and
 - 703 • 接受并处理会籍协议
 - 704 • In general, performing all duties incident to the office of Executive Director and such
 - 705 other duties as may be required by law, by the Articles of Incorporation, by the Bylaws,
 - 706 by this Membership Agreement or which may be assigned to him or her from time to time
 - 707 by the Board.
- 708 • 一般来说，执行主任将执行所有办公室职责及所有由法律、协议所要求的以及任何
- 709 董事会不时会安排的其他事项。

710 The Executive Director may engage third parties to undertake such activities, provided that the

711 Executive Director enters into appropriate contracts protective of the FIDO Alliance, and ensures

712 compliance with terms and conditions of this Agreement including confidentiality obligations.

713 执行主任可以聘请第三方从事这些活动，前提是执行主任应与 FIDO 联盟签订保护性合

714 同，并确保执行本协议所有条款，包括保密条款。

715 **4.3.6 Nonliability of Delegates, Officers and Members**

716 代表、官员和会员免责

717 Delegates, Officers and Members with an employee serving as an officer or Delegate, and the

718 employee serving as an officer, other member of the Statutory Committee or Delegate, shall not

719 be liable for the debts, liabilities or other obligations of FIDO Alliance.

720 代表、官员，以及有雇员任职官员、代表的会员，任职官员的员工、法律委员会或代表的

721 其他会员，都将不对 FIDO 联盟的债务及其他责任负责。

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

724 FIDO 联盟将一直为官员及执行委员办理保险，保单的最小承保额由董事会决定。

725 **4.3.7 Removal, Resignation and Vacancies**

726 免职、辞职和职位空缺

727 The Board may remove any officer or other member of the Statutory Committee from his or her
728 elected office or position, either with or without cause, at any time by a Supermajority Vote.

729 Because an elected officer or other member of the Statutory Committee must be an employee of a
730 Board Member of the FIDO Alliance, an elected officer or other member of the Statutory
731 Committee shall automatically be removed if the Board Member terminates its membership in the
732 FIDO Alliance or if the representative serving as an elected officer or other member of the
733 Statutory Committee ceases to be an employee of the Board Member.

734 董事会可以免除任何官员或法律委员会会员的既选职务，无论何种原因，只要通过绝对多
735 数投票。因为既选官员或法律委员会会员必须是董事会会员的雇员，因此当该董事会会员
736 终止其在 FIDO 联盟中的会籍或法律委员会代表不再是董事会会员的雇员，他将被自动免
737 职。

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

742 任何官员或法律委员会会员可随时向董事会书面提交辞职申请。此类辞职将在接到通知当
743 日或指定日期后生效，除特殊约定外，此类辞职无需同意便可生效。

744 Any vacancy caused by the death, resignation, removal, disqualification or otherwise, of any
745 officer, other member of the Statutory Committee or Chair shall be filled by the Board (or, in the
746 case of a Vice Chair, Scribe or Editor, the Working Group Chair) by election to complete the term
747 of the vacant position.

748 由死亡、辞职、免职、取消资格或其他原因引起的官员或法定委员或会员、主席空缺将由
749 董事会（或如果是副主席、书记员或编辑、工作组主席）通过选举进行补充，任期与空缺
750 位置相同。

751 **4.4 Working Groups**

752 工作组

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

759 FIDO 联盟的所有交付物都由工作组开发。仅有赞助商会员及董事会会员可全面参与工作
760 组。政府会员将拥有除投票权外的其他权利，准会员无投票权，可参与工作组中由 6.2.1.1
761 定义的过程课题。

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

765 董事会将为每个小组指定一位主席。任何董事会会员代表有权成为工作组主席。工作组主
766 席可按董事会意愿一直工作直到其辞职休，主席无固定担任期限。

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

771 每位工作组主席有权为其工作组指定一位副主席、一位书记员和至少一位编辑（比如每个
772 交付物一个编辑）。每个被选择的人将根据主席意愿工作直至退休，这些职位无固定担任
773 期限。

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

783 工作组主席以其自由裁量权可邀请任何会员成为工作组参与者。董事会及赞助商会员可在
784 无此邀请的情况下参加工作组，但准会员必须通过这样的邀请参加。若准会员成为工作组
785 参与者，将被表示为“受邀参与者”，受邀参与者受到第 6.2.1.1 条规定的限制，且须向董事
786 会提出书面申请。之后受邀参与者将拥有本协议 6.2 规定的所有权利和义务。

787 **4.4.1 Chartering a Working Group**

788 向工作组颁发许可

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

793 任何赞助商会员可向工作组颁发许可。工作组成立需要董事会绝大多数投票通过。许可需
794 发送给董事会进行批准，许可需完整并至少包含以下信息

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- 795 • Working Group Name
- 796 • 工作组名称
- 797 • Proposed Chair, Vice Chair, Scribe, and Editor(s)
- 798 • 提名的主席 副主席 书记员 编辑
- 799 • Scope of work (and why that scope aligns with the Mission)
- 800 • 工作范围（及为什么该范围与任务相符）
- 801 • Description of each proposed Deliverable, by type (i.e. Specification, Requirements,
- 802 and/or Other Publication)
- 803 • 根据类型描述每个拟议的交付项（如规范、要求或其他出版物）
- 804 • Expected timeline for completion of work
- 805 • 预期完成每项工作的时间
- 806 • Any known dependencies on the FIDO Alliance resources and/or external developments
- 807 • 任何已知的 FIDO 联盟资源或外部事态发展

808 **4.4.2 Work Flow and Approval Criteria (by status type)**

809 工作流程与批准标准（按状态类型）

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

812 当董事会批准工作组成立。所有的可交付项应按照详列工作流进行管理

813 **4.4.2.1 General Flow**

814 一般流程

815 Each Deliverable type (Specification, Requirements, and Other Publication) will proceed through
816 Pre-Draft, Working Draft and Review Draft status. Only Specification Deliverables will proceed
817 to Implementation Draft and Proposed Standard status.

818 每个可交付的类型（规范、要求和其他出版品）将会通过预草案、工作草案和草案审查等
819 状态进行。只有规范成果可变为执行草案及拟议标准状态

820 **4.4.2.2 “Pre-Draft”**

821 预草案

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

826 任何工作组会员可以提交预草案文档作为候选的工作组工作草案成果。主席将知晓所有提
827 交的预草案及其他成果（如规范、要求和其他出版物）

828 4.4.2.3“Working Draft”

829 工作草案

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

835 预草案首先由工作组简单多数投票通过才能变为工作草案文件（如规范、要求文件或其他
836 出版物）。当文件被作为工作组的工作草案接收时，编辑将对其进行管理并将该文件作为
837 所有后续工作的基础。

838 4.4.2.4“Review Draft”

839 审查草案

840 Once a Working Group determines it has made an appropriate level of progress in achieving the
841 objectives for its deliverable as captured by its charter, and the Working Group wants to share the
842 deliverable with all Members for review, the Working Group shall promote the document from
843 “Working Draft” to “Review Draft” status by a Supermajority Vote. All “Review Draft”
844 Deliverables must be sent to the Secretary by the Working Group Chair within 15 days of the
845 Supermajority vote. Once the Secretary confirms the process was followed correctly, the
846 Secretary shall provide notice to all Members of the document’s Review Draft status, which for
847 Specification Deliverables shall trigger an IPR Review Period for such Review Draft
848 Specification.

849 当工作组认为其所做的工作已达到成立小组目的的某一阶段，且工作组想要与所有会员共
850 享成果以便审查，工作组将通过绝对多数投票把文件从“工作草案”推进到“审查草案”。所
851 有的“审查草案”需在绝对多数投票后 15 日内由工作组主席发送给秘书处。当秘书处确
852 认流程正确后，秘书处将通知所有会员文件审查草案状态，对于规范成果，将进入 IPR 审
853 查状态。

854 4.4.2.5“Implementation Draft Specification”

855 执行草案规范

856 Implementation Draft status applies only to Specifications. After completion of the IPR Review
857 Period for a Review Draft Specification, the responsible Working Group shall decide whether the
858 deliverable needs further development or is ready to advance to an Implementation Draft. If the
859 Review Draft Specification is deemed a candidate to become an Implementation Draft
860 Specification by the Working Group, the Working Group Chair shall make that recommendation
861 to the Board. The Board shall vote on the Working Group’s recommendation within 45 days. A
862 Supermajority Vote of the Board is required to approve a document as an Implementation Draft
863 Specification. Once an Implementation Draft Specification is approved by the Board, the
864 Secretary shall so notify all Members.

865 执行草案仅适用于规范。当完成对审查草案的 IPR 审查阶段后，负责项目的工作组将界定
866 是否继续改进或准备发行执行草案。若审查草案规范被工作组视为执行草案的候选，工作
867 组主席将向董事会提出建议。董事会将在 45 天内对建议的草案进行投票，需通过董事会
868 绝对多数投票才能变为执行草案。当董事会批准执行草案后，秘书处将通知所有会员。

869 **4.4.2.6“Proposed Standard Specification”**

870 **拟议标准规范**

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

883 拟议标准状态仅适用于规范。某些可交付成果将是拟提交给外部标准开发组织如 IETF 的
884 规范和（或）有意让非会员也执行的规范。只有拟议标准规范可以由非会员实施或提交
885 给外部标准开发组织。只有执行草案规范可以成为拟议标准规范。为配合撰写该执行草案
886 规范的工作组，如果董事会已确定这种文档已准备作为拟议标准规范，董事会应当表决确
887 定该规范是否可以作为拟议标准规范。董事会批准需要获得董事会绝对多数票。经董事会
888 绝对多数票通过并经适当的知识产权许可，任何拟议标准规格可以向 IETF 或其他标准开
889 发组织提交。

890 **4.4.2.7 Publishing FIDO Alliance Deliverables**

891 **发布 FIDO 联盟交付物**

892 The Board may approve the publication or sharing of any FIDO Alliance Deliverable, e.g.
893 Specifications, Requirements, or Other Publications, with non-Members by means of a
894 Supermajority Vote of the Board, at any time, regardless of the status of the document. The
895 Board must take care to disclose any Granted Claims for which the Board has received a Granted
896 Claims Disclosure Notice pertaining to an Implementation Draft or Proposed Standard
897 Specification deliverable at the time it is shared with non-Members.

898 董事会可发布或共享任何 FIDO 联盟交付物，如规范、要求或其他出版物，再通过董事会
899 绝大多数投票，任何时间任何状态的文件均可发布。如果其在与非会员分享交付物时，已
900 经收到与执行草案或拟议标准规范有关的授权权利要求的披露通知，董事会必须谨慎披露
901 董事会已收到的授权权利要求。
902

903 4.4.3 Notifications and Electronic Voting

904 通知和电子投票

905 Chairs are responsible for issuing all notifications of meetings and votes of their Working Group,
906 within the following minimum criteria:

907 主席负责发布所有的会议通知及工作组投票，并满足以下最低标准：

- 908 • In-person meetings require 30 days notice, unless overridden by the Board.
- 909 • 个人出席会议要求 30 天内通知，除非由董事会否决。
- 910 • Teleconference meetings require 7 calendar days notice (this only applies to the first
911 meeting of a notification of recurring meetings), unless overridden by the Board.
- 912 • 电话会议要求 7 个日历日通知(仅适用于连续会议的首次会议)，除非由董事会否
913 决。
- 914 • Electronic votes require no advance notice but must include a clear ballot with only “yes”
915 and “no” options, and must remain open for no less than 7 calendar days. All electronic
916 votes are considered to have achieved Quorum as long as their ballot is sent to the official
917 mailing list of the Working Group.
- 918 • 电子投票不需要提前通知，但必须包含明确的是否选项，至少在 7 个日历日内保持
919 开放，所有的电子投票只要发送到工作组的官方电邮列表就被认为是有效票。
- 920 • The Board may override any notification requirement upon unanimous consent of all then
921 current Delegates.
- 922 • 如需改变任何通知要求，董事会需要取得当前的所有代表一致同意。

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

925 秘书处负责发布所有的会议通知、董事会投票和全体会员会议，应依据以下最低标准

- 926 • In-person meetings require 30 days notice, unless overridden by the Board.
- 927 • 个人出席会议提前 30 天通知，除非董事会否决。
- 928 • Teleconference meetings require 7 calendar days notice (this only applies to the first
929 meeting of a notification of recurring meetings), unless overridden by the Board.
- 930 • 电话会议要求 7 个日历日前通知（使用于连续会议的第一次会议），除非董事会否
931 决
- 932 • Electronic votes require no advance notice but must include a clear ballot with only “yes”
933 and “no” options, and must remain open for 7 calendar days. All electronic votes are
934 considered to have achieved Quorum as long as their ballot is sent to the official mailing
935 list of the Board.

- 936 • 电子投票不需要提前通知，但必须包含明确的是否选项，至少在 7 个日历日内保持
937 开放，所有的电子投票只要发送到董事会的官方电邮列表就被认为是有效票。
- 938 • The Board may override any notification requirement upon unanimous consent of all then
939 current Delegates.
- 940 • 如需改变任何通知要求，董事会需要取得当前的所有代表一致同意。

941 **4.4.4 Liaisons**

942 联络员

943 A Working Group may ask the Board to approve a liaison relationship with any membership
944 organization the Working Group determines would improve the quality of its work, but for any
945 reason cannot join FIDO Alliance directly. The Board is authorized to draft appropriate terms of
946 the agreement that would grant the liaison organization access to FIDO Alliance draft
947 deliverables, meeting attendance rights, and even mailing list subscriptions as long as appropriate
948 measures are taken to honor the IPR provisions of this Agreement.

949 工作组可以要求董事会批准与任意一个会员建立联络关系，如果工作组认为能提高工作质
950 量，但因为某种原因联络机构不能直接加入 FIDO 联盟。董事会将被授权草拟协议适用条
951 款，允许联络机构参与 FIDO 联盟草拟成果，参加会议，只要采取一定措施后能满足本协
952 议知识产权的要求，甚至可以向其寄出规范。

953 **4.4.5 Chairs, Vice Chairs, Scribes, and Editors**

954 主席、副主席、书记员和编辑

955 **4.4.5.1 Working Group Chairs**

956 工作组主席

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

963 仅董事会会员代表可以担任工作组主席。每个工作组的主席负责本小组的活动，根据本协
964 议的监管要求进行活动，包括组织会议，管理，主持会议，并以学院的方式进行审议，当
965 书记员缺少时，主席负责执行此职责，或找到适合的志愿者做这项工作。

966 **4.4.5.2 Working Group Vice Chairs**

967 工作组副主席

968 The Vice Chair supports the Chair and services the place of the Chair at any time the Chair is
969 absent or unable or unwilling to act.

970 副主席应支持主席工作并在主席缺位或不能完成工作时以主席身份完成工作。

971 4.4.5.3 Working Group Scribes

972 工作组书记员

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

975 书记员负责记录工作组的程序性记录，以满足本协议及秘书处的指导意见。

976 4.4.5.4 Working Group Editors

977 工作组编辑

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

983 编辑将保留由主席派发给他的任何的规范、要求、或其他出版品以满足本协议要求和董事
984 会的控制变更程序要求。在规范中，编辑也应当根据董事会的授权完成提交至 IETF 的工
985 作。

986 4.4.5.5 Removal, Resignation and Vacancies within Working Groups

987 工作组免职、辞职和空缺

988 An appointed Chair, Vice Chair, Scribe or Editor shall automatically be removed if the Member
989 terminates its membership in the FIDO Alliance -- in the case of a Chair, if a Chair downgrades
990 from Board Member -- or if the representative ceases to be an employee of the Member.

991 若会员终止 FIDO 联盟会员资格，那么其任命的主席、副主席、书记员或编辑将被自动免
992 职。对主席而言，若主席所属单位不再是董事会会员，其也将被自动免职，或者当该代表
993 不再是会员雇员时，其也将被自动免职。

994 Any Chair may resign at any time by giving written notice to the Board. Any Vice Chair, Editor,
995 or Scribe may resign at any time by giving written notice to the Chair who appointed them. Any
996 such resignation shall take effect at the date of receipt of such notice or at any later date specified
997 therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be
998 necessary to make it effective.

999 任何主席在书面通知董事会后可以随时辞职，任何副主席、编辑或书记员通过对其任命的
1000 主席发送书面通知可以随时辞职。辞职通知将从收到之日起或指定的日期之后开始生效，
1001 无需接受即可生效。

1002 Any vacancy caused by the death, resignation, removal, disqualification or otherwise, of any
1003 officer or Chair shall be filled by the Board (or, in the case of a Vice Chair, Scribe or Editor, the
1004 Working Group Chair).

1005 因死亡，辞职，免职，不符合要求或其他原因导致的官员或主席空缺应由董事会填补（如
1006 副主席 书记员 编辑 工作组主席）。

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For reference only 僅供參考

1007 4.4.6 Withdrawal from a Working Group**1008** 撤出工作组

1009 Any Member shall be permitted to withdraw from a particular Working Group at any time by
1010 giving written notice of its intent to terminate its participation in such Working Group. Upon any
1011 such withdrawal, Sections 5 and 6 will survive such withdrawal with respect to Specifications
1012 developed by such Working Group, provided that the Signatory's and its Related Entities'
1013 promise under Section 6.2.1.1 shall only apply to those Specifications that were approved by the
1014 Board as an Implementation Draft Specification or a Proposed Standard Specification on or
1015 before the effective date of such withdrawal. If, after the Date, a Related Entity of the Signatory
1016 ceases to be Controlled by or under common Control with the Signatory, such Related Entity shall
1017 be permitted to withdraw from a particular Working Group at any time after the date on which
1018 such Related Entity ceases to be Controlled by or under common Control with the Signatory by
1019 giving written notice of its intent to terminate its participation in such Working Group. Upon any
1020 such withdrawal by a Related Entity, such Related Entity's obligations under
1021 Sections 5 and 6 will survive such withdrawal with respect to Specifications developed by such
1022 Working Group, provided that the Related Entity's promise under Section 6.2.1.1 shall only apply
1023 to those Specifications that were accepted by such Working Group as an Implementation Draft (or
1024 later) on or before the effective date of such withdrawal.

1025

1026 通过发送表示其意图终止参与某一工作组工作的书面通知，任何会员可以在任何时间从该
1027 工作组退出。在这种撤出情况下，对于该工作组开发的规范，本协议第 5、6 部分将继续
1028 对该会员有效，前提是签署方和其相关的实体根据第 6.2.1.1 条做出的承诺只适用于那些此
1029 类撤回生效日期之前被董事会批准作为实施草案规范或拟议标准规范的规范。如果在成立
1030 日期之后，签字方的相关实体不再被控制或与签署方共同控制，通过发送表示其意图终止
1031 参与某一工作组工作的书面通知，这种相关实体可以在不再被控制或与签署方共同控制之
1032 后的任何时间从该工作组退出。在这种撤出情况下，对于该工作组开发的规范，这种相关
1033 实体的在本协议第 5 和 6 部分的义务不变，前提是该相关的实体根据第 6.2.1.1 条做出的承
1034 诺只适用于那些此类撤回生效日期之前（或之后）被工作组接受作为执行草案的规范。

1035

1036 4.5 Controlling Documents**1037** 控制文件

1038 The governing documents of the conduct of the FIDO Alliance shall be, in order of supremacy, its
1039 Articles of Incorporation, its Bylaws, the most recent versions of this Agreement and any other
1040 Policy Document as approved by the Board and published on the Membership portion of the
1041 FIDO Alliance website.

1042 FIDO 联盟的管理文件，根据效力等级，依次包括联盟的章程、规章制度及最新版协议和
1043 被联盟董事会批准并发布于 FIDO 联盟网站上的其他政策性文件。

1044 Where the above documents do not specifically address an issue, then the most recently published
1045 version of Roberts Rules of Order shall be the controlling document.

1046 对于以上文件并未解决的问题，将按照最新发布的罗伯茨规则处理。

1047 **5 Handling Confidential Information**

1048 处理机密信息

1049 **5.1 General Principle**

1050 一般原则

1051 As a general principle, no Member wishes to receive from any other Member under this
1052 Agreement any information which the disclosing Member considers to be confidential; however,
1053 the Members do wish to allow the work of the FIDO Alliance to proceed in a constructive manner
1054 under conditions which promote candid and open discussions.

1055 作为一般原则，没有会员希望依据本协议从其他会员处获取该披露会员认为是机密信息的
1056 信息；然而，会员希望 FIDO 联盟以建设性方式进行坦诚而公开的讨论工作。

1057 **5.2 Degree of Care**

1058 关注程度

1059 Unless and until Confidential Information is made available to the public through the processes
1060 set forth herein or established by the Board, each Member (except the owner or authorized
1061 licensor) shall use the same degree of care and discretion it uses to avoid disclosure of its own
1062 confidential information to not disclose such Confidential Information to any entity or person
1063 who is not a Member engaged in the activities for which such Confidential Information was
1064 provided.

1065 除非由董事会所确立的规程可以将机密信息向公众公开，每个会员（除去拥有者和授权
1066 者）将以其对待自身机密信息同等的关注和注意义务对此类保密信息保密，以避免将机密
1067 信息披露给任何实体或个人（不属于参与产生该保密信息的会员）。

1068 **5.3 Term of Obligation**

1069 义务条款

1070 The obligation of confidentiality set forth in this Section 5 shall expire three (3) years from the
1071 date the Confidential Information is first disclosed to the Member, and shall not apply to any
1072 information which: (i) is or becomes publicly available other than by the Member's breach of a
1073 duty; (ii) is rightfully received from a third party without any obligation of confidentiality; (iii) is
1074 rightfully known by the Member without any limitation on disclosure prior to its receipt; (iv) is
1075 independently developed by a Member or the FIDO Alliance without use of the Confidential
1076 Information; or (v) is released for disclosure by the Member with the disclosing party's written
1077 consent.

1078 根据第 5 部分约定的保密义务将自首次披露给会员之日起 3 年期满，以下信息除外: (i) 非
1079 因会员违约行为导致该信息公开的;(ii) 该信息来自于无保密义务的第三方 (iii) 会员在获

1080 取该信息时不受任何披露限制的 (iv) 未使用该保密信息而由会员或 FIDO 联盟独立开发
1081 的;或者 (v) 经披露方书面同意由会员披露或发布的信息。

1082 **5.4 Not Prohibited Disclosures**

1083 不禁止披露

1084 Disclosure of Confidential Information is not prohibited if prior notice is given to its owner and if
1085 such disclosure is (a) compelled pursuant to a legal proceeding or (b) otherwise required by law;
1086 provided, however, that prior to disclosing Confidential Information the party proposing to make
1087 such disclosure shall first make a reasonable effort to obtain a protective order or to inform the
1088 owner of the Confidential Information in such time and manner as to allow it a reasonable
1089 opportunity to seek such an order.

1090 机密信息的披露将不被禁止, 如果已经事先通知信息的所有人并且这种披露是 (a) 法律
1091 程序所强制要求的或 (b) 法律规定披露的, 然而, 其前提是该披露方在披露机密信息前
1092 应当已经首先做出合理的努力获取保护令, 或在一定时间内以一定的方式通知了信息的所
1093 有人, 使其有合理的机会寻求这种保护令。

1094 **5.5 Permitted Use**

1095 使用许可

1096 Each Member shall be free to use any ideas, concepts, know-how and techniques contained in
1097 Confidential Information disclosed to it, for any purpose in furtherance of the goals of the FIDO
1098 Alliance including, for example and without limitation, the development of commercial products
1099 or services intended for use in conjunction with compliant implementations of an Implementation
1100 Draft Specification or a Proposed Standard Specification in its entirety. It is understood that
1101 receipt of Confidential Information under this Agreement will not create any obligation in any
1102 way limiting or restricting the assignment and/or reassignment of any Member employees.

1103 每一会员应自由地使用包含在向其披露的保密信息中的任何想法、概念、技术诀窍和技
1104 术, 以推进 FIDO 联盟下列目标的实现, 包括, 例如, 但不限于, 开发采用了执行草案规
1105 范或拟议标准规范或与其兼容的作为整体的商业产品或服务。协议各方理解收到本协议项
1106 下的机密信息不会以任何方式限制或禁止任何会员雇员转让和/或重新转让。
1107

1108 **5.6 Residuals**

1109 遗留物

1110 Notwithstanding anything to the contrary herein, any Member shall be free to use the residuals of
1111 Confidential Information for any purpose including use in the development, manufacture,
1112 marketing and maintenance of its products and services, subject only to the obligations herein
1113 with respect to disclosure of such Confidential Information. The term “residuals” means that
1114 Confidential Information in nontangible form, which may be retained in the memories of
1115 individuals who have had rightful access to such Confidential Information under this provision of
1116 this Agreement and who do not recall at the time of such use that the information used was
1117 derived from the Confidential Information provided by another Member. It is understood that

1118 receipt of Confidential Information under this Agreement shall not create any obligation in any
1119 way limiting or restricting the assignment and/or reassignment of any employees of a Member
1120 within Member's organization. However, this Section 5.6 shall not be deemed to grant to any
1121 party a license under the other party's copyrights or patents.

1122 即使有与此相反的约定，任何会员应有权为包括用于开发、制造、营销和维护产品和服务
1123 等任何原因免费使用保密信息的遗留物，只要其遵守该保密信息的保密义务。"遗留物"
1124 一语是指无形形式的保密信息，可能会保留在有权根据本协议合法获得这种机密信息的个
1125 人的记忆中的此类机密信息，且该个人在使用该保密信息时不能回忆起该信息来自于其他
1126 会员提供的保密信息。协议各方理解收到本协议项下的机密信息不会以任何方式限制或禁
1127 止任何会员雇员转让和/或重新转让。然而，本第 5.6 条内容不能视为授权任何一方另一方
1128 的版权或专利许可。

1129

1130 **6 Intellectual Property Rights Policy**

1131 By executing this Agreement Signatory is agreeing to the following intellectual property
1132 rights, obligations and other terms of this Section 6 for all Deliverables developed within
1133 the FIDO Alliance subject to the withdrawal provisions specified hereafter.

1134 6 知识产权政策

1135 签署本协议意味着签署方同意对于 FIDO 联盟框架内开发的所有可交付物将遵守以下知识
1136 产权权利、义务以及本章（第六章）规定的其他条款的约定，上述约定受到退出条款的限
1137 制。

1138 **6.1 Copyright Grant to FIDO Alliance**

1139 The Signatory grants to the FIDO Alliance and to each Participant a perpetual (for the
1140 duration of the applicable copyright), worldwide, non-exclusive, no-charge, royalty-free,
1141 copyright license, without any obligation for accounting to the Signatory, to reproduce,
1142 prepare derivative works of, publicly display, publicly perform, sublicense, and distribute,
1143 any FIDO Alliance Specification, Requirements document, or Other Publication to the full
1144 extent of the Signatory's copyright interest in the Signatory's Contribution to that
1145 Specification, Requirements document, or Other Publication. To the extent possible the
1146 FIDO Alliance shall own all copyright rights in all Deliverables and Policy Documents.

1147 6.1 FIDO 联盟被赋予的版权

1148 签署方授予 FIDO 联盟与每个参与者一个永久的（在适用的版权保护期内），全球性，非排
1149 他性的，不收费，免版税的版权许可，而无需对签署方承担任何义务，以复制，制作衍生
1150 作品，公开展示，公开执行，分许可和分发任何 FIDO 联盟规范、需求文档、或其他出版
1151 物，该许可以签署方为该规范、需求文档、或其他出版物提交的投稿的版权利益为限。在
1152 FIDO 联盟有权享有全部交付物和政策文件的所有版权的范围内有效。

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1154 -----
Translated by zhaoyexin

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For reference only 僅供參考

1155

1156 6.2 Patents

1157 These Paragraphs 6.2 through 6.6.1 set forth the terms under which Bound Entities make certain
1158 patent rights available to: (i) each Participant for such Participant's Working Group Permitted
1159 Uses of an Implementation Draft Specification or Proposed Standard Specification and (ii) the
1160 Public for Public Permitted Use.

1161 6.2 专利权

1162 根据第 6.2 到 6.6.1 章节中约定的条款，受约束实体有权将特定专利权授予给：（1）参与方
1163 用于参与方的工作组的执行草案规范和拟议标准规范的许可使用；（2）公众用于公共许可
1164 使用。

1165 6.2.1. Patent Non-Assert**1166 6.2.1.1. The Promise**

1167 For each Working Group in which one or more Bound Entities participates, Signatory, on behalf
1168 of itself, all its Related Entities and its and their successors in interest and assigns, promises not to
1169 assert its or its Related Entity's Granted Claims against any Participant in such Working Group
1170 for its Public Permitted Uses or Working Group Permitted Uses, subject to the terms and
1171 conditions of this Agreement. This is a personal promise directly from each Bound Entity to each
1172 Participant in such Working Group, and each Bound Entity represents to such Participant, and
1173 such Participant acknowledges as a condition of benefiting from it that no rights from such Bound
1174 Entity are received from suppliers, distributors, or otherwise in connection with this promise.

1175 These promises also apply to each Participant's Public Permitted Uses and Working Group
1176 Permitted Uses of any other specifications incorporating all required portions of the Specification.

1177 6.2.1 专利权不主张**1178 6.2.1.1 承诺**

1179 对于每一个有一个或多个受约束实体参与的工作组，签署方，代表其自身，所有相关实体
1180 和相应利益工作的继任者，依据协议的条款和条件，承诺不会针对公共使用许可和工作组
1181 使用许可向工作组的任何参与者主张其或其相关实体的授权权利要求。这是每个受约束实
1182 体对工作组中的每一个参与者的个人的直接的承诺，每一个受约束实体应向参与者如此表
1183 述，这些参与者应当知悉受约束实体不能从供应商、分销商处获得与此承诺有关联的权
1184 力，这是他们享有此项权利的基础。这些承诺也适用于每一个参与者的融合了所述规范必
1185 要部分的任何其它规范的公共许可使用和工作组许可使用。

1186 If the Signatory is not a Participant in a particular Working Group, the Signatory may elect to be
1187 bound by the promise set forth in this Section 6.2.1.1 with respect to such Working Group by
1188 providing written notice thereof to the Board, in which case (i) the Signatory, on behalf of itself,
1189 all its Related Entities and its and their successors in interest and assigns, promises not to assert
1190 its or its Related Entity's Granted Claims against any Participant in such Working Group for its
1191 Working Group Permitted Uses, subject to the terms and conditions of this Agreement and (ii) the
1192 Signatory will be deemed a Participant in such Working Group solely for the purposes of this
1193 Section 6.2.

1194 如果签署人不是一个特定的工作组的参与者，签署人可以选择工作组所规定承诺的约束并
1195 以书面形式通知董事会，这种承诺在 6.2.2.1 节阐述，需要遵循以下两种规则，其一，代表
1196 自身的签署，所有相关实体和相应利益工作的继任者，依据协议的条款和条件，承诺不会

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1197 主张用它或是它相关实体已经被认可的规则，来反对在工作组中的任何参与者的公共使用
1198 许可和工作组使用许可。其二，在一个独立的基于 6.2 节论述原则的工作组中，签署人被
1199 看做一个参与者。

1200 If the Signatory is not a Participant in a particular Working Group, unless the Signatory provides
1201 the Board with written notice of its intent to withdraw from the FIDO Alliance within sixty (60)
1202 days following the date that the Board gives notice to such Signatory's patent legal counsel and
1203 primary representative (both as specified in Section 12) that the Board has approved a particular
1204 Proposed Standard Specification in accordance with Section 4.4.2.5, such Signatory shall be
1205 bound by the promise set forth in this Section 6.2.1.1 with respect to only such Proposed Standard
1206 Specification, in which case (i) the Signatory, on behalf of itself and all its Related Entities,
1207 promises not to assert its or its Related Entity's Granted Claims against any Public Permitted
1208 Uses, subject to the terms and conditions of this Agreement and (ii) the Signatory will be deemed
1209 a Participant in such Working Group solely for the purposes of this Section 6.2 as applicable
1210 solely to such Proposed Standard Specification.

1211 如果签署人不是特定工作组的一个参与者，除非有以下情况发生：签署人把他要退出
1212 FIDO 联盟的意图以书面形式提供给董事会，在 60 天之内，董事会会给签署人的专利法律
1213 顾问和主要代表人（在 12 章节描述）发送通告，以 4.4.2.5 节为基准，董事会已经批准了
1214 一个特别的拟议标准规范，否则签署人将会遵循以下两种规范，其一，代表自身的签署
1215 人，所有相关实体和相应利益工作的继任者，依据协议的条款和条件，承诺不会主张用它
1216 或是它相关实体已经被认可的规则，来反对在工作组中的任何参与者的公共使用许可和工
1217 作组使用许可。其二，在一个独立的基于 6.2 节论述原则的工作组中，签署人被看做一个
1218 参与者。

1219 Once the Board has approved a Proposed Standard Specification, the Board may elect, by a Full
1220 Supermajority Vote, to expand the scope of the beneficiaries of this promise to any party in the
1221 world (whether or not such party is a Participant). In such case, the Signatory, on behalf of itself,
1222 all its Related Entities and its and their successors in interest and assigns, irrevocably (except as
1223 provided in Section 6.2.1.2.1 or other otherwise herein) promises not to assert its or its Related
1224 Entity's Granted Claims against any party in the world for its Public Permitted Uses, subject to
1225 the terms and conditions of this Agreement.

1226 一旦董事会已经批准了一项拟议标准规范，董事会按照绝对多数投票原则，选择并扩充这
1227 项承诺受益者的规模，选择面向全世界的任何组织，无论它是否是一个参与者。在这样的
1228 情况下，代表自身的签署人，所有相关实体和相应利益工作的继任者，依据协议的条款和
1229 条件，（除了在 6.2.1.2.1 节中阐述的情况外）更加承诺不会主张用它或是它相关实体已经
1230 被认可的规则，来反对世界范围内任何主体的公共使用许可和工作组使用许可。

1231 **6.2.1.2. Termination**

1232 **6.2.1.2.1. As a Result of Claims by Promisee**

1233 All rights, grants, and promises made by Bound Entities to a particular Participant or, if the Board
1234 has expanded the promise to any party in the world pursuant to 6.2.1.1, any party in the world
1235 (each of the Bound Entities and each party to which the promise is expanded is designated as a
1236 "Promisee" for purposes of this Section 6.2.1.2.1), under this Agreement are terminated and such
1237 Promisee relinquishes any rights, grants, and promises such Promisee has received for the
1238 Specification from each Bound Entity if such Promisee voluntarily files, maintains, or participates

1239 in a lawsuit against any Bound Entity or Covered Third Party asserting that such Bound Entity's
1240 or Covered Third Party's Public Permitted Uses or Working Group Permitted Uses infringe any
1241 patent claims owned or controlled by such Promisee, unless that suit was in response to a
1242 corresponding suit first brought against such Promisee.

1243 6.2.1.2 终止

1244 6.2.1.2.1 由于承诺人的权利主张

1245 由受约束实体授予特别的参与者的所有的权利，做出的所有授权和承诺，如果董事会已经
1246 在全世界的组织机构中扩展了承诺业务范围，那么对于世界范围内任何主体（任何受约束
1247 实体和承诺扩展后所涉及的主体，根据本协议 6.2.1.2.1 的目的应视为“承诺人”），如果该
1248 承诺人主动提起、维护或参与任何针对受约束主体或涉及第三方的诉讼，主张该受约束主
1249 体或涉及第三方的公告许可使用或工作组许可使用侵犯了该承诺人控制或拥有的任何专利
1250 权利要求（除非该诉讼是应对承诺人遭受的其他相关诉讼），本协议将终止，承诺人同时
1251 放弃所有的权利，授权和承诺。

1252 **6.2.1.2.2. As a Result of Claims by the Signatory or its Related Entities**

1253 If the Signatory or any of its Related Entities voluntarily files, maintains, or participates in a
1254 lawsuit asserting that a Public Permitted Use or a Working Group Permitted Use infringes any
1255 Granted Claims of the Signatory or its Related Entities or any claims that were withdrawn by the
1256 Signatory pursuant to Section 6.6, then all rights, grants, and promises made by each Participant
1257 in the Working Group associated with the Specification to the Signatory and its Related Entities
1258 under this Agreement are terminated and the Signatory and its Related Entities relinquish any
1259 rights, grants, and promises the Signatory and its Related Entities have received for the
1260 Specification from each Participant, unless, with respect to a particular Participant, a) the
1261 Signatory's promise to such Participant was terminated pursuant to section 6.2.1.2.1, or b) that
1262 suit was in response to a corresponding suit first brought by such Participant against the Signatory
1263 or any of its Related Entities or Covered Third Parties.

1264 6.2.1.2.2 由于签署方和其相关实体的权利主张

1265 如果签署方或是任何相关联的实体自愿提出，维护或是参与法律诉讼，主张公共使用许可
1266 或是工作组的使用许可违反了签署方或其相关联实体的任何授权权利要求或者签署方根据
1267 6.6 章节已经撤回的任何权利要求，那么在与签署人相关联的规范或是实体的工作组中，
1268 由每一个参与者所授予的权利、做出的授权和承诺均被终止。签署方和其相关实体从参与
1269 方获得的与规范相关的权利、授权和承诺也将终止，除非对于特别的参与者，a)，签署人
1270 给参与者的承诺已经基于章节 6.2.1.2.1 终止;b)该诉讼是针对由该参与方提起的针对签署方
1271 或其任何相关主体或涉及第三方的相对应的诉讼。

1272 **6.2.1.3. Additional Conditions**

1273 This promise is not an assurance (i) that any of Bound Entity's copyrights or issued patent claims
1274 cover an implementation of a Specification or are valid or enforceable or (ii) that an
1275 implementation of a Specification would not infringe intellectual property rights of any third
1276 party. Notwithstanding the personal nature of Bound Entity's promise, Bound Entity's promise is
1277 intended to be binding on any future owner, assignee or exclusive licensee to whom has been
1278 given the right to enforce any Granted Claims against third parties, and Bound Entity will take
1279 such reasonable steps as Bound Entity can to make Bound Entity's promise binding on such
1280 future owner, assignee or exclusive licensee.

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1281 6.2.1.3 额外条件

1282 这个承诺并不能保证以下两方面，第一，任何受约束实体的著作权或公布的专利权利要求
1283 将涵盖规范的实施或者是有效的或可实施的。第二，规范的实施不会侵犯任何第三方的知
1284 识产权。虽然受约束实体的承诺有个体特征，但是这种承诺也将会约束以后的拥有者、受
1285 让人或是独家许可人，他们已经被授予执行已授权的权利要求去反对第三方机构。受约束
1286 实体将会采取它可以做到的合理计划去使此承诺如实的约束到以后的拥有者、受让人或是
1287 独家许可人。

1288 **6.2.1.4. Bankruptcy**

1289 Solely for purposes of Section 365(n) of Title 11, United States Bankruptcy Code and any
1290 equivalent law in any foreign jurisdiction, this promise will be treated as if it were a license and
1291 Participant may elect to retain Participant's rights under this promise if Bound Entity (or any
1292 owner of any patents or patent applications referenced herein), as a debtor in possession, or a
1293 bankruptcy trustee, reject the non-assert under Section 6.2.1.1.

1294 6.2.1.4 破产

1295 仅仅为了美国破产法第 11 章第 355 (n) 节和任何国外管辖地的同等法律的规定，这份承
1296 诺将被看作是一个许可，如果受约束实体（任何专利或者专利申请的拥有人）作为债务持
1297 有人，或作为破产受托人拒绝了第 6.2.1.1 章节下的不主张义务，参与者可以选择保留该承
1298 诺下参与者的权利。

1299 **6.2.1.5 New Member Review Period**

1300 Any new member shall have 90 days from joining FIDO Alliance to review any non-publicly
1301 available Proposed Standard Specification and any Implementation Draft Specification which has
1302 been approved to become a Proposed Standard Specification by the Board and is within the 60
1303 day notification period. Such new member may withdraw from FIDO Alliance within such 90
1304 day period without being bound by the promise set forth in Section 6.2.1.1. Such new member
1305 shall also have 45 days from joining FIDO Alliance to withdraw Granted Claims under Section
1306 6.6 for any Review Draft Specification that has not become an Implementation Draft Standard
1307 Specification and has been distributed for member IPR review under Section 6.6.1.

1308 6.2.1.5 新会员的审阅期

1309 任何新会员加入 FIDO 联盟后有 90 天的时间审阅任何未公开的可获得的拟议标准规范和履
1310 行草案规范（这些规范已经经董事会批准作为拟议标准规范并在 60 天的通知期内）。该新
1311 会员可以在上述的 90 天内退出 FIDO 联盟而无需受到 6.2.1.1 条所规定的承诺的约束。该
1312 新会员同时有权在加入 FIDO 联盟后的 45 天内根据第 6.6 章节撤回已经授权的权利要求，
1313 这些授权的权利要求已经用于任何还没有成为草案标准规范的的审阅草案规范，同时已经
1314 根据 6.6.1 节约定分发给 IPR 审阅。

1315 **6.2.2. Commitment.**

1316 In addition to rights each Bound Entity grants in this Agreement, including without limitation in
1317 Paragraph 6.2.1.1, on behalf of itself and its successors in interest and assigns such Bound Entity
1318 agrees that if it transfers or assigns a patent containing a Granted Claim, it will do so only on
1319 condition that the future owner or assignee enters into a binding written agreement that binds
1320 such future owner or assignee to the terms of Section 6.2 and 6.4 with respect to the assigned
1321 patent.

1322 6.2.2 承诺

1323 除了受约束实体按照协议所赋予的权利，包括但不限于第 6.2.1.1 节中的权利，该受约束实
1324 体代表其自身和其继承者的利益，同意如果其将包含授权的权利要求的专利进行转让，其
1325 转让的前提条件是未来专利的权利人或受让人将遵循 6.2 和 6.4 节所述的关于该受让专利
1326 的条款约定。

1327 **6.2.3. Working Group License.**

1328 For each Working Group in which one or more Bound Entities participates, each Bound Entity,
1329 on behalf of itself and its successors in interest and assigns, grants to Participants in such Working
1330 Group a no charge, royalty free license to such Bound Entity's Granted Claims, where such
1331 license applies only to those Granted Claims infringed by the implementation of a Working Draft
1332 Specification or Review Draft Specification associated with such Working Group, solely
1333 for Participant's assistance in the development of a) an Implementation Draft Specification or
1334 Proposed Standard Specification associated with such Working Group or b) later implementations
1335 of such Implementation Draft Specification or Proposed Standard Specification, and subject to
1336 the terms and conditions of this Agreement. The license granted pursuant to this Section 6.2.3
1337 shall not include the right to import, sell or offer for sale any implementation of a Specification.

1338 6.2.3 工作组许可

1339 对于包含一个或多个受约束实体参与的工作组，每一个受约束实体，代表其自身和其继任
1340 者的权益，向该工作组的参与者授予免费的、无许可费的关于该受约束实体的授权权利要
1341 求的许可，这些许可仅仅应用于那些被工作草案规定或是与工作组相关联审核草案规范侵
1342 权的授权权利要求，纯粹是为了帮助参与者开发 a) 与该工作组有关的实施草案规范或拟议
1343 标准规范，或是 b) 实施草案规范或拟议标准规范后续的实施，这些都需要遵循协议的各项
1344 条款。根据 6.2.3 节批准的许可不包含进口、销售、要约出售任何规范的实施的权利。

1345 **6.3. No Other Rights.**

1346 Except as specifically set forth in this Agreement, no other express or implied patent, trademark,
1347 copyright, or other property rights are granted under this Agreement, including by implication,
1348 waiver, or estoppel.

1349 6.3 无其它权利

1350 除了本协议中的明确说明，本协议不授予任何专利，商标，版权和其它知识产权，包括暗
1351 示、弃权或禁止反言。

1352 **6.4. Non-Circumvention.**

1353 Each Bound Entity agrees that such Bound Entity will not intentionally take or willfully assist
1354 any third party to take any action for the purpose of circumventing such Bound Entity's promises
1355 and obligations under this Agreement.

1356 6.4 非规避

1357 各受约束实体都认可他们不会故意采取或协助任何第三方采取措施去规避该实体本协议下
1358 做出的承诺和承担的义务。

1359 **6.5. Representations, Warranties and Disclaimers.**

1360 Each Bound Entity represents and warrants that such Bound Entity is legally entitled to grant the
1361 rights and promises set forth in this Agreement. Signatory represents and warrants that it has the
1362 authority to bind its Related Entities to this Agreement. ANY SPECIFICATION IS PROVIDED

1363 “AS IS.” Except as stated herein, each Bound Entity expressly disclaim any warranties (express,
1364 implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness
1365 for a particular purpose, or title, related to a Specification. The entire risk as to implementing or
1366 otherwise using a Specification is assumed by the implementer and user. IN NO EVENT WILL
1367 ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM
1368 OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY
1369 CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS
1370 AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING
1371 NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS
1372 BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Nothing in this Agreement
1373 requires any Bound Entity to undertake a patent search or enforce any Granted Claims, in whole
1374 or in part.

1375 6.5 陈述，保证和免责声明

1376 各受约束实体陈述并保证其有资格依据本协议进行授权和做出承诺。签署方陈述并保证其
1377 有权使本协议约束其相关的实体。任何规范以“原样”的形式提供。除了文中描述，每一
1378 一个实体放弃了任何担保（明示、暗示或其他方式），这些担保包括与规范相关的适销性，
1379 非侵权，对特定目的的适用，所有权。履行或使用规范的全部的风险都由实施者和使用者
1380 承担。任何一方无论如何都不会承担另一方关于本协议的对于利润损失或任何形式的间接
1381 的、特殊的、偶然的、或间接的损害赔偿，无论是基于违反合同，侵权行为(包括过失)或其他
1382 原因，或者无论另一方是否已被告知这种损害的可能性。本协议不要求任何受约束实体去进
1383 行任何授权权利要求（无论全部或部分）额专利检索或是执行。

1384 6.6 Withdrawal of Granted Claims

1385 6.6.1 Granted Claims Disclosure Notice

1386 The distribution by the Secretary of a specific Review Draft Specification for review by all
1387 Members shall commence an “IPR Review Period” which shall last for 45 days. During the IPR
1388 Review Period, a Member may withdraw Granted Claims from the non-assert in Section 6.2.1
1389 according to the following procedures, and with the following effects.

1390 6.6 授权权利要求的撤回

1391 6.6.1 授权权利要求的披露通知

1392 秘书向全体会员分发某特定审阅草案规范将开启一个 IPR 审核期，此审核期至少需要 45
1393 天。在 IPR 审核期间，会员可以根据下述程序撤回授权权利要求，不受第 6.2.1 款不主张
1394 条款的约束，并产生特定法律后果：

1395 a. A Member withdrawing one or more Granted Claims from the non-assert in 6.2.1 shall notify
1396 the Board in writing (“Granted Claims Withdrawal Disclosure Notice” or “GCWDN”) setting
1397 forth separately for each Granted Claim the Member is withdrawing:

1398 i. that it (or its Related Entity) claims to be the sole owner of certain Granted Claims
1399 pertaining to such specific Review Draft Specification and that the notifying Member elects to
1400 withdraw such Granted Claims from the non-assert in Section 6.2.1; and ii. For each Granted
1401 Claim identified in the Granted Claims Withdrawal Disclosure Notice pertaining to such specific
1402 Review Draft Specification, the following information shall be provided:

1403 (A) the title of the patent(s) or patent application(s);

- 1404 (B) the countries in which the patent(s) or application(s) in which they are contained was
1405 issued or is pending;
- 1406 (C) for each country identified in (B), the patent number for such patent (or serial number
1407 of such patent application, including an abstract of the patent application as filed if the patent
1408 application has not yet been published, where such serial number and patent application may be
1409 declared as Confidential Information of the withdrawing Member as described in Section 5 of
1410 this Agreement); and
- 1411 (D) the relevant portion of such specific Review Draft Specification where the withdrawing
1412 Member believes an infringement would arise.
- 1413 a. 会员拟撤回授权权利要求，不受第 6.2.1 款不主张条款的约束，需要以书面形式通知董
1414 事会，要撤回的每一个授权权利要求都应当单独列出：
- 1415 i. 其（或其相关方）主张时该与审阅草案规范相关的授权权利要求的唯一所有人，并
1416 明确通知其选择撤回该授权权利要求，不受第 6.2.1 款不主张条款的约束。
- 1417 ii. 对于与审阅草案规范相关的授权权利要求撤回披露通知中指出的授权权利要求，需
1418 要以下信息的提供：
- 1419 (A) 专利或专利申请的名称；
- 1420 (B) 专利授权或专利申请的地区；
- 1421 (C) 对于(B)中所列的地区，该专利的专利号（或者该专利申请的序列号，包括该专利
1422 申请的提交的尚未公开的摘要，如第 5 章描述，该序列号和专利申请可能作为退
1423 出会员的机密信息）；和
- 1424 (D) 该退出会员认为存在侵权的具体审核草案规范的相关部分。
- 1425 b. The Granted Claims Withdrawal Disclosure Notice shall be effective on the date it is
1426 received by the Board, provided that it contains the information required by this Agreement. If
1427 the Board does not receive a Granted Claims Withdrawal Disclosure Notice from a Member that
1428 contains all the information required by this Agreement prior to the expiration of the IPR
1429 Review Period, such Member's Granted Claims will not be withdrawn from the non-assert set
1430 forth in Section 6.2.1.1.
- 1431 b. 授权权利要求撤回披露公告自董事会收到通知之日起生效，其前提是该通知中包含本
1432 协议所要求的信息。如果董事会没有在 IPR 审核期限期满之前从会员中收到包含必要信
1433 息的授权权利要求撤回披露通知，该会员的授权权利要求将不会从 6.2.1.1 节中阐述的不
1434 主张规则中撤回。
- 1435 c. The Board shall promptly evaluate any Granted Claims Withdrawal Disclosure Notice
1436 received hereunder. This evaluation may include soliciting advice from the relevant Working
1437 Group, legal counsel and/or other expert advisors. Based on such evaluation, the Board shall
1438 then give guidance to the Working Group in question as to how it should proceed, including
1439 whether it should modify the Review Draft as to which a Granted Claim was withdrawn.
- 1440 c. 董事会应该适当的评估收到的授权权利要求撤销披露通知。这些评估包括从相关工作
1441 组，法律顾问和其它专家中得来的建议。基于这样的评估，董事会应就如何继续发展的
1442 问题给工作组提出指导方向，问题包括是否应该修改拟撤回授权权利要求所属的审核草
1443 案。

1444 d. If a Review Draft Specification is modified in response to a Granted Claims Withdrawal
1445 Disclosure Notice, then the Board will distribute the modified Review Draft Specification to all
1446 Members for another IP Review Period in accordance with this Section 6.6.1.

1447 d. 如果为了对应授权权利要求撤回披露通知，对审阅草案规范做出了修改，董事会会把
1448 修改后的审阅草案规范分发给所有会员，以便另一个 IPR 审核周期的进行（依照 6.6.1
1449 章）。

1450 e. Except as provided in this Agreement, a Member cannot withdraw from the non- assert in
1451 Section 6.2.1 any of its Granted Claims that were relevant to a previously
1452 circulated Review Draft Specification and that were not identified in a Granted Claims
1453 Withdrawal Disclosure Notice during the applicable IPR Review Period for such Review Draft
1454 Specification.

1455 e. 除了协议中提及的内容，依照 6.2.1 章所述，会员不能从不主张规则中撤回其授权权利
1456 要求，如果这些授权权利要求与先前流通的的审核草案规则相关并且在该审阅草案规范
1457 的 IPR 审阅期间没有在授权权利要求撤回披露通知中明确指出。

1458 **7 Withdrawal from Agreement**

1459 **7.1 Voluntary Withdrawal**

1460 Any Member shall be permitted to withdraw from this Agreement at any time by giving written
1461 notice to the Board of its intent to terminate its participation. If, after the Date, a Related Entity
1462 of the Signatory ceases to be Controlled by or under common Control with the Signatory, such
1463 Related Entity shall be permitted to withdraw from this Agreement at any time after the date on
1464 which such Related Entity ceases to be Controlled by or under common Control with the
1465 Signatory by giving written notice to the Board of its intent to terminate its participation. Such
1466 voluntary withdrawal shall be effective upon receipt of the notice by the Board.

1467 7 退出协议

1468 7.1 自愿退出

1469 任何会员都允许在任何时间退出本协议，只要向董事会提交其意图终止参与的书面通
1470 知。在签署日后，如果签署方的相关实体不再由签署方控制或者不在与签署方同受控
1471 制，该相关实体向董事会提交其意图终止参与的书面通知后，可在任何时间退出本协
1472 议。一旦董事会收到上述通告，该自愿退出即视为生效。

1473 **7.2 Termination**

1474 By a Full Supermajority Vote, the Board may terminate the Membership of any Member for its
1475 material breach of its obligations hereunder where such breach is not cured within 30 days
1476 following the Member's receipt of notice of the breach. If the Board elects to dissolve the FIDO
1477 Alliance in accordance with Section 3.1, this Agreement shall be terminated immediately.

1478 Membership of a Member terminates upon a failure to initiate or renew membership by paying
1479 dues on or before their due date, such termination to be effective thirty (30) days after a written
1480 notification of delinquency is given personally, electronically mailed, or mailed to such Member
1481 by the Secretary of the FIDO Alliance. A Member may avoid such termination by paying the
1482 amount of delinquent dues within a thirty (30) day period following the Member's receipt of the
1483 written notification of delinquency. Further, the Board may toll this thirty (30) day period.

1484 7.2 终止

1485 通过绝对多数投票，董事会可能终止某些会员的资格，如果这些会员严重违反了本协议
1486 的义务，而且自从接到违约通知之日起的 30 日内没有完成纠正。如果董事会依照 3.1 章
1487 的规则解散 FIDO 联盟，协议将会立刻终止。如果会员因为没有支付到期会费从而启动
1488 或续展其会员年限从而导致其会员资格终止的，FIDO 联盟的秘书处以书面形式（无论是
1489 通过个人，电子邮件或是普通邮件的形式）通知该会员后的 30 日后，其会员资格终止即
1490 生效。在收到拖欠通知的书面通知后，会员可以在 30 天内还清拖欠的会费，以避免终
1491 止情况的发生。董事会在 30 天之内也将收取费用。

1492 **7.3 Effect of Termination**

1493 Upon any termination of this Agreement, Sections 5 and 6 will survive such termination and the
1494 Signatory's and its Related Entities' promise under Section 6.2.1.1 shall only apply to those
1495 Specifications that were approved as an Implementation Draft (or later) on or before the
1496 effective date of such termination. Upon any withdrawal from this Agreement by a Related
1497 Entity of the Signatory in accordance with Section 7.1, such Related Entity's obligations under
1498 Sections 5 and 6 will survive such withdrawal, provided that the Related Entity's promise under
1499 Section 6.2.1.1 shall only apply to those Specifications that were accepted as an
1500 Implementation Draft (or later) on or before the effective date of such withdrawal.
1501 Notwithstanding the foregoing, if the Board dissolves the FIDO Alliance pursuant to Section
1502 3.1, the Signatory's and its Related Entities' promise under Section 6.2.1.1 shall only apply to
1503 those Specifications that were accepted as a Proposed Standard Specification on or before the
1504 effective date of such dissolution.

1505 7.3 终止的效力

1506 本协议终止后，第 5 章和第 6 章的约定将继续有效，签署方和其相关实体的依据 6.2.1.1
1507 节做出的承诺将仅适用那些在终止生效日之前（包括当日）经批准作为实施草案的规
1508 范。如果签署方的相关实体基于 7.1 节退出本协议的，第 5 章和第 6 章的约定将继续有
1509 效，其前提是相关主体的依据 6.2.1.1 节做出的承诺将仅适用那些在退出生效日之前（包
1510 括当日）经批准作为实施草案的规范。尽管如此，如果董事会根据 3.1 节解散了 FIDO 联
1511 盟，签署方和其相关实体的依据 6.2.1.1 节做出的承诺将仅适用那些在解散生效日之前
1512 （包括当日）经批准作为实施草案的规范。

1513 **8 Export Compliance**

1514 The Signatory represents and warrants that its Contributions to the Specification were
1515 developed in a compliance with all applicable export control regulations. The Signatory agrees
1516 that none of the Specifications, Requirements documents, or Other Publications, nor any direct
1517 product therefrom, is being or will be acquired for, shipped, transferred, or re-exported, directly
1518 or indirectly, to proscribed or embargoed countries or their nationals, as applicable to the
1519 Signatory, unless authorized by the appropriate authority. The Signatory agrees to comply
1520 strictly with all applicable export laws and assumes sole responsibility for obtaining licenses to
1521 export or re-export as may be required.

1522 8 出口承诺

1523 签署人陈述并保证其对规范提交的投稿是在遵守所有适用的出口控制规定的前提下开发
1524 的。签署方（如果适用）同意没有规范、需求文档或是其它出版物，或是任何由此直接
1525 产生的产品，正在或是将会被禁止传输的国家、及其国民收购，或者运输、转移或再出

1526 口至该国家或其国民，除非已经被一个合适的认证机构认证。签署方同意严格执行所有
1527 适用的出口法律和并独自承担责任，取得所有出口和再出口需要的许可证。

1528 **9 Membership Provisions**

1529 **9.1 Determination, Rights and Obligations of Members**

1530 The FIDO Alliance shall have such classes of membership as set forth by Section 11. No
1531 Member shall hold more than one (1) membership in the FIDO Alliance. A Member and any of
1532 its Related Entities that are Members shall be deemed one (1) Member. Among the benefits
1533 generally to be afforded to the Members are the right to attend meetings of the Members of the
1534 FIDO Alliance, access to Contributions; Deliverables, in draft or final form; and other
1535 documents as may be approved by the Board, and access to the general Member portions of the
1536 FIDO Alliance's web site. All Members must abide by the Bylaws of the FIDO Alliance, the
1537 Membership Agreement, and any policies, guidelines or procedures adopted by the Board.

1538 9 会员条款

1539 9.1 会员的决定，权利和义务

1540 FIDO 联盟应该有这样一个会员组织（在 11 张所阐述）。在 FIDO 联盟组织中，没有会员
1541 可以控制超过一个会员。会员及其同属于会员的相关实体应该被看做是同一个会员。被
1542 赋予会员的一般权利包括：参加 FIDO 联盟会会议的权利，接触投稿、交付物（草案或
1543 终稿）和任何其他董事会可能批准的文件，以普通慧眼的身份登陆 FIDO 联盟网站。。所
1544 有会员必须遵守 FIDO 联盟的章程和会员协议，政策方针或是其它董事会采纳的工作流
1545 程。

1546 **9.2 Qualifications for Membership**

1547 The qualifications for membership in this FIDO Alliance are as follows: Any organization
1548 supportive of the FIDO Alliance's purposes and not otherwise prohibited by treaty, law or
1549 regulation from abiding by the terms of this Membership Agreement and who meets the
1550 membership criteria and pays the annual dues as set forth in the Schedule of Fees and Dues
1551 applicable to its membership classification, subject to provided payment terms.

1552 9.2 会员资格

1553 FIDO 联盟中的会员资格有以下几点：（1）需要支持 FIDO 联盟原则的组织；（2）遵守会
1554 员协议的条款，且不会违反条约，法律和规则；（3）根据其所属的会员类别，按照规定
1555 交付相应的年费，。

1556 **9.3 Admission to Membership**

1557 Applicants qualified under Section 9.2, above, shall be admitted to membership upon
1558 affirmation of the Bylaws, the execution of a Membership Agreement and any relevant
1559 Attachments, payment of the applicable annual dues as set forth in the Schedule of Fees and
1560 Dues, and approval of the Board.

1561 9.3 会员入盟

1562 如果申请者符合第 9.2 节阐述的入会资格，经章程确定、签署会员协议及相关附件、根据
1563 费用表的要求支付其适用的年费并经董事会批准后，即成为会员。

1564 9.4 Fees and Dues

1565 The annual dues payable to the FIDO Alliance by each class of Members shall be established
1566 and may be changed from time to time by resolution of the Board. Initial dues shall be due and
1567 payable upon the Member's execution of the Membership Agreement and approval by the
1568 Board. Thereafter, yearly dues shall be due and payable as specified in the Schedule of Fees and
1569 Dues. If any Member is ninety (90) days delinquent in the payment of dues, such Member's
1570 rights shall be deemed suspended upon written notice from the FIDO Alliance until all
1571 delinquent dues are paid.

1572 9.4 费用

1573 在 FIDO 联盟中的每一等级的会员应交付的年费应该由董事会确定，该年费可能通过董
1574 事会决议进行调整。最开始的费用应该在签署会员协议并经董事会批准后支付。之后，
1575 每年的会费应该是基于费用计划表中体现的具体情况。如果一个会员拖欠费用 90 天，那
1576 么其会员权利将在收到 FIDO 联盟书面通知后中断，直到所有的欠款还清。

1577 9.5 Number of Members

1578 There is no limit on the number of Members the FIDO Alliance may admit. The Board may,
1579 however, in its sole discretion limit the number of Board Members and Sponsor Members so
1580 long as such limitations are not imposed for the purpose of excluding otherwise qualified
1581 applicants for such membership classification.

1582 9.5 会员数量

1583 FIDO 联盟承认的会员的数量是没有限制的。但是，董事会很可能会慎重地限制董事会会
1584 员和赞助人会员的数量，只要这种限制不是有意阻碍有资格成为此类会员的申请者加
1585 入。

1586 9.6 Membership Roll

1587 The FIDO Alliance shall keep a membership roll containing the name and address, including
1588 electronic mail addresses, of each Member, the date upon which the applicant became a
1589 Member, and the name of one (1) individual from each Member FIDO Alliance who shall serve
1590 as a primary contact for the FIDO Alliance, receive all correspondence and information, and
1591 vote on all issues submitted to a vote of the Members. Termination of the membership of any
1592 Member shall be recorded in the roll, together with the date of termination of such membership.

1593 9.6 会员名册

1594 FIDO 联盟需要管理着一份会员名册，其内容包含每一个会员的姓名和地址（包括电子邮
1595 件地址）、每一个申请者变成会员的日期、每一个申请者的一个主要联系人的姓名，该联
1596 系人将负责接收所有的通信和信息资料、同时负责对提交给会员投票的问题进行投票。
1597 任何会员的终止协议也会被记录到名册中，同时包含终止日期。

1598 9.7 Nontransferability of Memberships

1599 A Member may not transfer, assign or sublicense any of its rights or obligations under the
1600 Bylaws or this Membership Agreement without the prior written approval of the Board, unless
1601 otherwise permitted in the Membership Agreement. A third party further may not assume any of a
1602 Member's rights or obligations under the Bylaws or this Membership Agreement incident to a
1603 change of Control of Member, without the written consent of the Board. Any attempted transfer
1604 by a Member in violation of this Section shall be null and void.

1605 9.7 会员的非转让性

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1606 未经董事会的事先书面批准，会员不得转让、分配、再许可他的基于章程和会员协议的任
1607 何权利和义务，除非在协议中另有约定。在没有董事会的书面认可的情况下，如果发生会
1608 员控制权的变动，第三方机构依照章程和协议，也不会承担会员的任何权利和义务。任何
1609 会员违反本章所进行的转让都是无效的。

1610 **10 Meetings of Members**

1611 **10.1 All Member Meeting(s)**

1612 There shall be at least one meeting of the Members per calendar year All Board and Sponsor
1613 Members shall be invited to attend every All Member Meeting. Associate Members may attend
1614 any one All Member Meeting of their choosing. All Members who attend an All Member
1615 Meeting may be full participants in any plenary sessions of that meeting, but shall only be
1616 permitted observer attendance rights in any Working Group sessions of that meeting wherein they
1617 are not Participants.

1618 10 会员会议

1619 10.1 全体会员会议

1620 在每一个公历年中会员至少需参加一个会议，所有的董事会和赞助人会员都要被邀请到每
1621 一次的全体会员会议。准会员自愿参加每一次的全体就那么会议。参加全体会议的所有会
1622 员可能是该会议全体大会的完全参与者，但是他们在工作组全体会议中，如果不是该工作
1623 组参与者，只有出席会议的权利。

1624 **10.2 Place of Meetings**

1625 Meetings of Members shall be designated from time to time by resolution of the Board, which
1626 resolution shall specify the meeting place and time. At the discretion of the Board, meetings may
1627 be held in person or by any combination of audio, teleconferencing, or videoconferencing
1628 Techniques.

1629 10.2 会议地点

1630 会议会员应随着时间的推移，由董事会决议具体决定，这种决议将具体决定会议的时间和
1631 地点。经过董事会的慎重决定后，会议可能以个人出席或是通过结合电话会议、视频会议
1632 技术的方式进行。

1633 **10.3 Notice Of Meetings**

1634 Unless otherwise provided by the Bylaws, this Membership Agreement or provisions of law,
1635 notice stating the place, day and hour of the Members' meeting shall be provided not less than
1636 thirty (30) days in advance thereof.

1637 The primary means for the provision of notice shall be via electronic mail to the Member at the
1638 electronic mail address as it appears on the records of the FIDO Alliance.

1639 Whenever any notice of a meeting is required to be given to any Member of this FIDO Alliance
1640 under the Bylaws or this Membership Agreement, a waiver of notice in writing signed by the
1641 Member, whether before or after the time of the meeting, shall be equivalent to the giving of such
1642 Notice.

1643 10.3 会议通告

1644 除了章程、会员协议或法律有其它规定，应该提前 30 天进行包含会议时间、地点等信息
1645 的通知。

1646 会议的主要通知方式为通过电子邮件发送给会员。
1647 如果依照章程和会议协议应当进行会议通知，会员的书面弃会通知，无论是否会议开始时
1648 间，都应当视为与会议通知有同样的效果。

1649 **10.4 Member Action**

1650 All Member actions and decisions shall be advisory in nature only and shall not be binding upon
1651 the Board. Each Member shall have one (1) vote on each matter submitted to a vote by the
1652 Members.

1653 10.4 会员行为

1654 所有会员的行为和决定都是咨询性质的，董事会不受其约束。在由会员发起的每一次投票
1655 选举中，每一个会员有一个选票。

1656 **10.5 Member Action at Meetings**

1657 Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by
1658 audio, videoconferencing or teleconferencing techniques, unless otherwise required. Written
1659 confirmation of any and all ballot results shall be maintained with the FIDO Alliance' s minutes.

1660 10.5 会议中的会员行为

1661 如果是个人出席的会议，采取举手表决方法进行投票，如果通过音频或视频方法，则通过
1662 声音投票，除非有其它要求。所有选票的书面确认都应该记录在 FIDO 联盟的备忘录中。

1663 **10.6 Action by Written Ballot**

1664 Except as otherwise provided under the Bylaws, Membership Agreement or provisions of law,
1665 any action which may be taken at any meeting of Members may be taken without a meeting or in
1666 conjunction with a meeting if the FIDO Alliance distributes a written ballot to each Member
1667 entitled to a vote. Ballots shall be mailed or delivered in the same manner required for giving
1668 notice of membership meetings as specified in the Bylaws or this Membership Agreement.

1669 10.6 书面投票的行为

1670 除了章程、会员协议或是法律规定的其它特殊情况外，在会员会议上、不在会议期间或是
1671 在会议之时，如果 FIDO 联盟分配给每一个有投票资格的会员一张书面选票，该会员即可
1672 进行书面投票。选票将以章程和会员协议要求的会员会议通知相同的方式进行邮寄或者交
1673 付。

1674 **10.7 Conduct of Meetings**

1675 Meetings of Members shall be presided over by the Executive Director of the FIDO Alliance or,
1676 in his or her absence by a Board Member designated by the Board. The Secretary of the FIDO
1677 Alliance shall act as Secretary of all meetings of Members. In the absence of the Secretary, the
1678 presiding officer shall appoint another person to act as Secretary for that meeting.

1679 Meetings shall be governed by such procedures as may be approved from time to time by the
1680 Board, insofar as such rules are not inconsistent with the Bylaws, this Membership Agreement or
1681 with provisions of law.

1682 10.7 会议的举办

1683 会员会议需由 FIDO 联盟的执行董事来主持，如果执行董事不能出席，则由董事会指定的
1684 董事会会员主持。FIDO 联盟的秘书将作为所有会员会议的秘书。秘书如果不能出席，主
1685 持官员应委派另外一个人当做会议秘书。会议被这样的流程管理起来，只要这样的流程不
1686 违反章程、会员协议或是法律规定，董事会可以不时地修改流程。

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1687 **11 Membership Classifications**

1688 **11.1 Board Member**

1689 The FIDO Alliance shall have Board Members. A Board Member must be a corporation,
1690 partnership, joint venture, trust, limited liability company, business association, governmental
1691 entity or other entity. All Board Members must execute a Membership Agreement and any
1692 relevant Attachments thereto and pay the fees called for in the Schedule of Fees and Dues. Once
1693 approved by the Board, all Board Members shall be entitled to all rights and bound to the
1694 obligations generally afforded and imposed upon all Members. In addition, Board Members shall
1695 be granted the specific additional rights stated in this Section 11.1 and shall be subject to the
1696 obligations stated in the Membership Agreement and any relevant Attachments thereto.

1697 11 会员分类

1698 11.1 董事会会员

1699 FIDO 联盟有董事会会员。董事会会员必须是公司、合作企业、合资企业、信贷公司、有
1700 限责任公司、商业协会、政府机构或是其它实体机构。所有董事会会员必须签署会员协
1701 议、附属协议并支付相应的费用。一旦被董事会批准通过，董事会会员将会享有赋予所有
1702 会员的权利义务。除此之外，董事会会员还会被赋予 11.1 节所述的额外的权利，同时承担
1703 会员协议和相关附属协议中约定的相关义务。

1704 Among other benefits specifically afforded to Board Members who remain in Good Standing are:

- 1705 (1) to be a member qualified to designate persons as Delegates;
- 1706 (2) to be listed (with a hyperlink to the Board Member' s web site) as a Board Member on the
1707 FIDO Alliance' s web site;
- 1708 (3) to access any and all portions of the FIDO Alliance' s web site and any electronic
1709 transmissions therefrom via mailing list. This right includes access to any “Board Members
1710 only” , “Sponsors only” and “Members only” discussion groups and the FIDO Alliance' s
1711 mailing lists (subject to any privacy policy that the FIDO Alliance may adopt);
- 1712 (4) to access “Members only” information, including but not limited to all Contributions; all
1713 Specifications, Requirements and Other Publications, in draft or final form; and internal working
1714 documents of Working Groups on which the Board Member serves;
- 1715 (5) to serve as chair of any Working Group subject to any procedures for that Working Group;
- 1716 (6) to participate in the activities of any Working Group subject to any procedures for that
1717 Working Group;
- 1718 (7) to obtain technical support if such technical support is provided by the FIDO Alliance;
- 1719 (8) subject to procedures of the Board, to review and comment on Deliverables of the FIDO
1720 Alliance prior to their adoption by the FIDO Alliance;
- 1721 (9) to have the preferential right of first refusal (prior to Sponsors and Associates) to actively
1722 participate in the FIDO Alliance' s marketing and promotional activities at trade shows and other
1723 industry events;

1724 In addition to the foregoing, the Board may from time to time approve other benefits to which all
1725 Board Members may be entitled.

1726 其它赋予给有良好表现的董事会会员的具体权益有：

- 1727 (1) 有资格指定人员成为代表；
- 1728 (2) 被列入 FIDO 联盟网站的董事会会员名单（拥有董事会网站的超链接）；

- 1729 (3) 可以通过邮件列表的访问 FIDO 联盟网站上的所有内容、电子通信。权利包括访问
1730 “仅董事会”、“仅赞助商”、“仅会员” 讨论组和其邮件列表（遵守 FIDO 采纳的所有
1731 隐私协议）。
- 1732 (4) 可以访问“仅会员”信息，包括但不限于所有的规范、需求和其它出版（草稿或是
1733 最终稿）、董事会会员提供工作组的内部工作文档。
- 1734 (5) 作为工作组的主席，掌握所有的工作组的流程规则。
- 1735 (6) 参加工作组的任何活动。
- 1736 (7) 获取技术支持，如果该技术支持是 FIDO 联盟提供。
- 1737 (8) 根据董事会的流程，在交付物被 FIDO 联盟采纳之前，审阅和评论 FIDO 联盟的交
1738 付物。
- 1739 (9) 相比于赞助会员和准会员，董事会会员有优先的拒绝权，拒绝在在贸易展示和其它
1740 行业活动中主动参与 FIDO 联盟的贸易和促销活动。
- 1741 除了前面所叙述的，董事会将不时地批准其它有利于董事会会员的其它优惠政策。

1742 **11.2 Sponsor Member**

1743 The FIDO Alliance shall have Sponsor Members. Admission as a Sponsor Member shall be open
1744 to any corporation, partnership, joint venture, trust, limited liability company, business
1745 association, governmental entity or other entity. All Sponsor Members must execute a
1746 Membership Agreement and any relevant Attachments and pay the fees called for in the Schedule
1747 of Fees and Dues for Sponsor Members. Once approved by the Board, all Sponsor Members
1748 shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all
1749 Members. In addition, Sponsor Members shall be subject to the obligations stated in the
1750 Membership Agreement and any relevant Attachments thereto.

1751 11.2 赞助会员

1752 FIDO 联盟有赞助会员。赞助会员应当是公司、合作企业、合资企业、信贷机构、有限责
1753 任公司、商业协会、政府机构或其它实体机构。所有赞助会员必须签署会员协议、附属协
1754 议和交取费用（依照赞助会员的费用）。一旦被董事会批准通过，赞助会员将会享有赋予
1755 所有会员的权利义务。除此之外，赞助会员还会承担会员协议和相关附属协议中约定的相
1756 关义务。

1757 Among other benefits specifically afforded to Sponsor Members who remain in Good Standing
1758 are:

- 1759 (1) to be listed as a Sponsor Member on the FIDO Alliance’ s web site;
- 1760 (2) to access the FIDO Alliance’ s web site and any electronic transmissions therefrom via
1761 mailing list. This right includes access to any “Sponsor only” and “Members only”
1762 discussion groups and the FIDO Alliance’ s mailing lists (subject to any privacy policy that the
1763 FIDO Alliance may adopt);
- 1764 (3) to access “Members only” information, including all Specifications, in Review Draft and
1765 above form; Requirements in Review Draft form; Other Publications in draft or final form; and
1766 internal working documents of the Working Groups on which the Sponsor serves;
- 1767 (4) to participate in the activities any Working Groups subject to procedures for that Working
1768 Group;
- 1769 (5) to receive technical support when such services are provided by the FIDO Alliance; and
1770 (6) subject to procedures of the Board, to review and comment on Deliverables of the FIDO
1771 Alliance prior to their adoption by the FIDO Alliance.

1772 In addition to the foregoing, the Board may from time to time approve other benefits to which all

- 1773 Sponsor Members may be entitled.
1774 其它赋予给有良好表现的赞助会员的具体权益：
- 1775 (1) 被列入 FIDO 联盟网站的赞助会员名单（拥有赞助网站的超链接）；
 - 1776 (2) 可以通过邮件列表访问 FIDO 联盟网站上的所有内容、电子通信。权利包括访问
1777 “仅赞助商”、“仅会员”讨论组和其邮件列表（遵守 FIDO 采纳的所有隐私协
1778 议）。
 - 1779 (3) 可以访问“仅会员”信息，包括但不限于所有的规范、需求和其它出版（草稿或是
1780 最终稿）、赞助会员所服务工作组的内部工作文档。
 - 1781 (4) 参加工作组的任何活动。
 - 1782 (5) 获取技术支持，如果该技术支持是 FIDO 联盟提供的。
 - 1783 (6) 根据董事会的流程，在交付物被 FIDO 联盟采纳之前，审阅和评论 FIDO 联盟的交
1784 付物。

1785 除了前面所叙述的，董事会将不时地批准其它有利于赞助会员的其它优惠政策。

1786 **11.3 Associate Member**

1787 The FIDO Alliance shall have Associates. Admission as an Associate shall be open to any
1788 corporation, partnership, joint venture, trust, limited liability company, business association,
1789 governmental entity or other entity. All Associates must execute a Membership Agreement and
1790 any relevant Attachments thereto and pay the fees called for in the Schedule of Fees and Dues for
1791 Associates. Once approved by the Board, all Associates shall be entitled to all rights and bound
1792 to the obligations generally afforded and imposed upon all Members. In addition, Associates
1793 shall be subject to the obligations stated in the Membership Agreement and any relevant
1794 Attachments thereto.

1795 11.3 准会员

1796 FIDO 联盟有准会员。准会员将被开放给公司、合作企业、合资企业、信贷机构、有限责
1797 任公司、商业协会、政府机构和其它实体机构。所有准会员必须签署会员协议、附属协议
1798 和交取费用（依照准会员的费用）。一旦被董事会批准通过，准会员将会享有所有会员的
1799 权利义务。除此之外，社会组织会员还会承担会员协议和相关附属协议中约定的相关义
1800 务。

1801 Among other benefits specifically afforded to Associates who remain in Good Standing are:

- 1802 (1) to be listed as a Member on the FIDO Alliance’ s web site;
- 1803 (2) to access the FIDO Alliance’ s web site and any electronic transmissions therefrom via
1804 mailing list. This right includes access to the “Members only” discussion groups and the FIDO
1805 Alliance’ s mailing lists (subject to any privacy policy that the FIDO Alliance may adopt);
- 1806 (3) to access “Members only” information, including all Specifications in Review Draft or
1807 above form;
- 1808 (4) upon invitation from a Working Group Chair, to participate in the activities any Working
1809 Groups subject to procedures for that Working Group and without the right to vote on any
1810 Working Group matters;and
- 1811 (5) attend any one All Member Meeting per calendar year, of their choosing, subject to
1812 registration fees.

1813 In addition to the foregoing, the Board may from time to time approve other benefits to which all
1814 Associates may be entitled.

1815 其它赋予给有良好表现的准会员的具体权益：

- 1816 (1) 被列入 FIDO 联盟网站的准会员名单（拥有社会组织网站的超链接）；

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- 1817 (2) 可以通过邮件列表的访问 FIDO 联盟网站上的所有内容、电子通信。权利包括访问
1818 “仅会员” 讨论组和其邮件列表（遵守 FIDO 采纳的所有隐私协议）。
- 1819 (3) 可以访问“仅会员”的信息，包括所有的规范（草稿或是最终稿）
- 1820 (4) 参加工作组的任何活动，掌握着工作组流程规则，但没有投票权。
- 1821 (5) 根据其注册费用，有选择性的参加年度的全体会员会议。

1822 除了前面所叙述的，董事会将不时地批准其它有利于社会组织会员的其它优惠政策。

1823 **11.4 Government Member**

1824 **11.4.1 Rights and Benefits**

1825 The FIDO Alliance shall have Government Members. Admission as a Government Member shall
1826 be open to only agencies, instrumentalities or departments of the federal or national government
1827 of the country of the agency, instrumentality or department. All Government Members must
1828 execute a Membership Agreement and any relevant Attachments and pay the fees called for in the
1829 Schedule of Fees and Dues for Government Members. Once approved by the Board, all
1830 Government Members shall be entitled to all rights and bound to the obligations generally
1831 afforded and imposed upon all Members. In addition, Government Members shall be subject to
1832 the obligations stated in the Membership Agreement and any relevant Attachments thereto.

1833 11.4 政府会员

1834 11.4 权益

1835 FIDO 联盟有政府会员。政府会员应当是联邦政府或国家政府的机构、媒体、部门。所有
1836 政府会员必须签署会员协议、附属协议和交取费用（依照政府会员的费用）。一旦被董事
1837 会批准通过，政府会员将会享有所有会员的权利义务。除此之外，政府会员还会承担会员
1838 协议和相关附属协议中约定的相关义务。

1839 Among other benefits specifically afforded to Government Members who remain in Good
1840 Standing are:

- 1841 (1) to be listed as a Government Member on the FIDO Alliance’ s web site;
- 1842 (2) to access the FIDO Alliance’ s web site and any electronic transmissions therefrom via
1843 mailing list. This right includes access to any “Sponsor Only,” “Government only” and
1844 “Members only” discussion groups and the FIDO Alliance’ s mailing lists (subject to any
1845 privacy policy that the FIDO Alliance may adopt);
- 1846 (3) to access “Members only” information, including all Specifications, in Review Draft and
1847 above form; Requirements in Review Draft form; Other Publications in draft or final form; and
1848 internal working documents of the Working Groups on which the Government Member serves;
- 1849 (4) to participate in the activities any Working Groups subject to procedures for that Working
1850 Group but without the right to vote on any Working Group matters;
- 1851 (5) to attend and participate in certification testing conducted by the FIDO Alliance;
- 1852 (6) to receive technical support when such services are provided by the FIDO Alliance; and
- 1853 (7) subject to procedures of the Board, to review and comment on Deliverables of the FIDO
1854 Alliance prior to their adoption by the FIDO Alliance.

1855 In addition to the foregoing, the Board may from time to time approve other benefits to which all
1856 Government Members may be entitled.

1857 其它赋予给有良好表现的政府会员的具体权益：

- 1858 (1) 被列入 FIDO 联盟网站的政府会员名单列表；

- 1859 (2) 可以通过邮件列表的访问 FIDO 联盟网站上的所有内容、电子业务。权利包括访问
1860 “仅赞助”、“仅政府”“仅会员”讨论组和其邮件列表（遵守 FIDO 采纳的所有隐
1861 私协议）。
- 1862 (3) 可以访问“仅会员”信息，包括所有的规范（草稿以上版本）、需求文档（审核草
1863 稿）、其它出版物（草稿或是最终稿）、政府会员所服务的工作组的内部工作文档。
- 1864 (4) 参加工作组的任何活动，掌握着工作组流程规则，但没有投票权。
- 1865 (5) 参加并出席由 FIDO 联盟所组织的认证测试。
- 1866 (6) 获取技术支持，如果该技术支持是 FIDO 联盟提供的。
- 1867 (7) 根据董事会的流程，在交付物被 FIDO 联盟采纳之前，审阅和评论 FIDO 联盟的交
1868 付物。

1869 除了前面所叙述的，董事会将不时地批准其它有利于政府会员的其它优惠政策。

1870 **11.4.2 Changed Agreement Terms**

1871 For Government Members the following terms apply, notwithstanding any conflicting term in this
1872 Membership Agreement. Section 3.4 is overridden so that the federal or national laws of the
1873 Government Member’s country shall govern and be used to interpret this Membership
1874 Agreement and any provisions of the Agreement that are inconsistent with the federal or national
1875 laws of the Government Member’s country shall not apply. Section 3.5 is overridden so that
1876 mediation may not be demanded and that any dispute, including judicial proceedings, will be
1877 resolved at a mutually agreeable venue. With regard to Section 3.7, any use of the Government
1878 Member’s name shall not appear to be an endorsement of any product or service and any use of
1879 the Government Member’s logo shall only be done according to a separate written agreement
1880 between the Government Member and FIDO. With regard to Section 6.1, it is understood that
1881 works of the Government Member may be subject to relevant federal or national law so that the
1882 works may not be subject to copyright protection and therefore there is nothing to grant under
1883 Section 6.1. Equally, if the federal or national laws of the Government Member's country make
1884 provision for copyright protection for government-originated material, the licensing
1885 arrangements pertaining in that country for such material shall apply. With regard to Sections 6.5
1886 and 8, the representations made therein are good faith representations and the warranties made
1887 therein are changed to good faith representations.

1888 11.4.2 更改协议条款

1889 尽管在会议协议中会有一些冲突条款，对于政府会员也会遵循以下条款。3.4节所述的规定
1890 将被覆盖掉，政府会员所在城市的联邦国家法律将适用，并被用来解释会员协议和协议中的
1891 的规则。3.5节所述的规定将被覆盖掉，调解将不是必要程序，包括司法程序的争议将会以
1892 一种双方都同意的方法解决。在3.7节中所述，对于政府会员名字的使用不应该成为任何产
1893 品或是服务的认可点，对于log的使用仅仅应该是区分政府会员和FIDO联盟之间的书面协
1894 议。在6.1节。政府会员的工作主要关注于相关联邦或国家的法律，以至于它不会关注于版
1895 权保护（在6.1节没有权益授予），以上所述是可以被理解的。如果政府会员所在城市的联
1896 邦或国家的法律对版权保护作出相应规定（由政府发起的规定），在城市中的相关许可协
1897 议应该适用。对于6.5节到8节，其中的表述将是诚实的表述，其中的担保将改变为诚实的
1898 表述。