

**PHYSICAL SECURITY INTEROPERABILITY ALLIANCE
INTELLECTUAL PROPERTY POLICY
(Adopted December 11, 2008)**

An objective of Physical Security Interoperability Alliance (PSIA) is to create and promote broad industry adoption of specifications that provide interchangeability and ease of use of physical security products to the benefit of the end user. At the same time, PSIA encourages technical innovation and improved product technology in physical security products. In order to balance these objectives and strategies, PSIA has developed this Intellectual Property Policy (“IP Policy”).

1. Policy

1.1. Agreement. Members and Associates shall agree to comply with this IP Policy as a condition of participating as Members or Associates in the work of PSIA Committees, and PSIA shall accept Contributions only from Members and Associates that have agreed to comply with this IP Policy. In addition, PSIA may accept Contributions from parties other than Members or Associates that have agreed in writing to comply with the obligations set forth in this IP Policy.

1.2. Contributions to Committees. Members, Associates and other parties that have agreed to this IP policy pursuant Section 1.1 (collectively, “Contributors”) may make Contributions to one or more committees established by the Board to develop Specifications under procedures and directions established by the Board (“Committees”).

(a) “Contribution” means a submission, comment, suggestion or feedback to a Committee for incorporation into, or to revise or modify, a Specification or portion thereof. A Contribution may be written, oral, or electronic.

(b) “Specifications” means design or performance criteria for physical security products as adopted by a PSIA Committee or Working Group and published by the PSIA Board. “Proposed Specifications” are new specifications, or modifications to existing specifications, proposed for formal adoption in a Committee.

All Contributions and other information disclosed by any Contributor in the course of participating in the work of a PSIA Committee shall be considered nonconfidential.

- 1.3. Copyright Ownership and License. PSIA shall own the copyright in PSIA Specifications. Each Contributor shall own the copyright in Contributions it makes to PSIA Committees, and shall grant, or shall cause its applicable Affiliates to grant, to PSIA a worldwide, royalty-free, non-exclusive, perpetual, fully-paid, irrevocable copyright license under copyrights in its Contribution to incorporate the Contribution into the Specification, and to use, copy, disclose, publish and distribute the Contribution, or modify or create derivative works of the Contribution, solely as part of the Specification.
- 1.4. Disclosure and Licensing for Contributions. A Contributor shall provide written assurance at the time a Contribution is made to a Committee that, in the event a Specification incorporates or is based on the Contribution, the Contributor will, upon request, license, or cause an applicable Affiliate to license, on reasonable and nondiscriminatory terms on a reciprocal basis any and all of its Essential Patent Claims (as defined in Section 1.6) embodied in or reading on the Contribution, solely for purposes of implementing a Specification that incorporates the Contribution in a product that complies fully with all required portions of the Specification (and not extending such license rights to any portion or function of a product not required to comply with the Specification). PSIA will provide a form to be completed and signed by Contributors or their Affiliates, as applicable, for this purpose. In addition, at the time a Contribution is made or at any time thereafter, the individual representing a Contributor making a Contribution shall disclose to the relevant Committee any patent rights of Contributor or its Affiliates personally known to the individual which, in the judgment of the Contributor, would constitute Essential Patent Claims if the Contribution were ultimately incorporated in a Specification. No Contributor or individual representative shall be required to conduct a patent search with respect to the Contribution, however.
- 1.5. Review of Proposed Specifications. To ensure that Members and Associates have an opportunity to review a Proposed Specification under consideration for adoption, for intellectual property as well as technical or other matters, the Committee shall circulate a Proposed Specification for that purpose to all Members and Associates participating in the work of that Committee (collectively, for purposes of this Section 1.5, "Participants") at least thirty (30) days prior to any vote to adopt the Proposed Specification. Within that thirty (30)-day review period, each Participant that has participated in the work of that Committee shall review the proposed Specification, and shall disclose to the Committee any patent rights of Participant or its Affiliates that are personally known to the Participant's representative which, in the judgment of the Participant, constitute Essential Patent Claims necessary to implement the Proposed Specification. No Participant or individual representative shall be required to conduct a patent search for that purpose, however. Additionally, no Participant shall have any obligation of disclosure or licensing under this Section 1.5 with respect to Specifications or Proposed Specifications which are under consideration by a Committee in which the Participant does not participate.

Within the same thirty (30)-day review period, each Participant shall provide a written assurance with one or both of the following statements:

- (a) If the Proposed Specification is adopted, Participant will, upon request, license, or will cause its applicable Affiliates, on reasonable and nondiscriminatory terms on a reciprocal basis any and all of its Essential Patent Claims (subject to any exclusions declared pursuant to Section 1.5 (b) below), solely for purposes of implementing the Specification in a product that complies fully with all required portions of the Specification (and not extending such license rights to any portion or function of a product not required to comply with the Specification).
- (b) Solely with respect to one or more portions of the Specification not based on Participant's own Contributions, Participant is unwilling, or is unwilling or unable to cause its applicable Affiliate, to license Essential Patent Claims on the terms set forth in Section 1.5(a) above.

In the event Participant makes a statement pursuant to Section 1.5(b) above, Participant will identify with reasonable particularity the portions of the Proposed Specification to which it objects and the relevant Essential Patent Claims of Participant that Participant believes are infringed by such portions of the Proposed Specification. The Participants will then cooperate in good faith to attempt to resolve the concerns of the objecting Participant within thirty (30) calendar days of the date of the statement of objecting Participant made pursuant to this Section 1.5. If the Participants are unable to resolve the objecting Participant's concerns within such thirty (30)-day period, the objecting Participant may withdraw from the relevant Committee. If a Participant makes a statement under Section 1.5(b) more than once, the PSIA Board of Directors may require such Participant to withdraw from the PSIA. Notwithstanding any withdrawal from a Committee or the PSIA, the objecting Participant's licensing obligations with respect to its and its Affiliates' Contributions under Section 1.3 hereto shall survive such withdrawal.

- 1.6. Essential Patent Claims. "Essential Patent Claims" shall mean claims in any patent or patent application that a Contributor owns or controls which would necessarily be infringed by implementation of the Specification. A claim is necessarily infringed only when there is no technically feasible non-infringing alternative for implementing the required portions of the Specification.

The following shall not be deemed to constitute Essential Patent Claims:

- (a) claims other than as set forth above even if contained in the same patent as Essential Patent Claims;
- (b) claims which would be infringed only by
 - (i) portions of an implementation that are not required by the Specification, as applicable;
 - (ii) enabling technologies that may be necessary to make or use any product or portion thereof that complies with the Specification, as

applicable, but are not themselves expressly set forth in the Specification, as applicable (e.g., compiler technology, object oriented technology, basic operating system technology, networking technology, and the like);

- (iii) claims that would be infringed by the implementation of technology developed elsewhere and merely incorporated by reference in the body of the Contribution or Specification, as applicable; and
- (iv) claims that would be infringed solely by implementation of an optional implementation example contained in the Contribution or Specification, as applicable.

1.7. PSIA Responsibility. PSIA is not responsible for identifying all Essential Patent Claims which may relate to a Specification, or for conducting inquiries into the legal validity or scope of Essential Patent Claims brought to its attention. For any patent licenses made available pursuant to this Policy, the determination of specific license terms and conditions, and evaluation of whether such license terms and conditions are reasonable and nondiscriminatory are not matters that are properly the subject of discussion or debate at a meeting of the committee considering the specification.

1.8. Affiliates. For purposes of this IP Policy, “Affiliate” of a Contributor or Participant means any entity , whether incorporated or not, which is controlled by, under common control with, or controls such Contributor or Participant, where “control” means the ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract, or otherwise.

2. Notices.

Notices in substantially the following form shall be included on all PSIA Specifications:

- (a) THIS DOCUMENT IS AN AUTHORIZED AND APPROVED PUBLICATION OF PSIA. THE SPECIFICATIONS CONTAINED HEREIN ARE THE EXCLUSIVE PROPERTY OF PSIA BUT MAY BE REFERRED TO AND UTILIZED BY THE GENERAL PUBLIC FOR ANY LEGITIMATE PURPOSE, PARTICULARLY IN THE DESIGN AND DEVELOPMENT OF WRITABLE OPTICAL SYSTEMS AND SUBSYSTEMS. THIS DOCUMENT MAY BE COPIED IN WHOLE OR IN PART PROVIDED THAT NO REVISIONS, ALTERATIONS, OR CHANGES OF ANY KIND ARE MADE TO THE MATERIALS CONTAINED HEREIN.
- (b) COMPLIANCE WITH THIS DOCUMENT MAY REQUIRE USE OF ONE OR MORE FEATURES COVERED BY THE PATENT RIGHTS OF A PSIA MEMBER, ASSOCIATE OR THIRD PARTY. NO POSITION IS TAKEN BY PSIA WITH RESPECT TO THE VALIDITY OR INFRINGEMENT OF ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT, WHETHER OWNED BY A MEMBER OR ASSOCIATE OF PSIA OR

OTHERWISE. PSIA HEREBY EXPRESSLY DISCLAIMS ANY LIABILITY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF OTHERS BY VIRTUE OF THIS PSIA DOCUMENT, NOR DOES PSIA UNDERTAKE A DUTY TO ADVISE USERS OR POTENTIAL USERS OF PSIA DOCUMENTS OF SUCH NOTICES OR ALLEGATIONS. PSIA HEREBY EXPRESSLY ADVISES ALL USERS OR POTENTIAL USERS OF THIS DOCUMENT TO INVESTIGATE AND ANALYZE ANY POTENTIAL INFRINGEMENT SITUATION, SEEK THE ADVICE OF INTELLECTUAL PROPERTY COUNSEL AND, IF INDICATED, OBTAIN A LICENSE UNDER ANY APPLICABLE INTELLECTUAL PROPERTY RIGHT OR TAKE THE NECESSARY STEPS TO AVOID INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT. PSIA EXPRESSLY DISCLAIMS ANY INTENT TO PROMOTE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT BY VIRTUE OF THE EVOLUTION, ADOPTION, OR PUBLICATION OF THIS PSIA DOCUMENT.

- (c) If PSIA receives a written assurance from a Member, Associate or other party which holds a patent pertaining to the Specification, the Specification shall also include a notice substantially as follows:

ONE OR MORE PATENT HOLDERS HAVE FILED STATEMENTS OF WILLINGNESS TO GRANT A LICENSE, ON REASONABLE AND NONDISCRIMINATORY TERMS, ON A RECIPROCAL BASIS, UNDER PATENT CLAIMS ESSENTIAL TO IMPLEMENT THIS SPECIFICATION. FURTHER INFORMATION MAY BE OBTAINED FROM PSIA.

- (d) PSIA MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY SPECIFICATION, AND ANY COMPANY USING A SPECIFICATION SHALL DO SO AT ITS SOLE RISK, INCLUDING SPECIFICALLY THE RISKS THAT A PRODUCT DEVELOPED WILL NOT BE COMPATIBLE WITH ANY OTHER PRODUCT OR THAT ANY PARTICULAR PERFORMANCE WILL NOT BE ACHIEVED. PSIA SHALL NOT BE LIABLE FOR ANY EXEMPLARY, INCIDENTAL, PROXIMATE OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING FROM THE USE OR IMPLEMENTATION OF THIS DOCUMENT. THIS DOCUMENT DEFINES ONLY ONE APPROACH TO COMPATIBILITY, AND OTHER APPROACHES MAY BE AVAILABLE IN THE INDUSTRY.