

## Appendix B

### DASH INDUSTRY FORUM INTELLECTUAL PROPERTY RIGHTS (“IPR”) POLICY

#### SECTION 1: INCORPORATION BY REFERENCE OF COMMON PATENT POLICY AND GUIDELINES FOR IMPLEMENTING THE COMMON PATENT POLICY

The terms of the Common Patent Policy for ITU-T/ITU-R/ISO/IEC (available at, <http://www.itu.int/en/ITU-T/ipr/Pages/policy.aspx>) and the Guidelines for Implementing the Common Patent Policy for ITU-T/ITU-R/ISO/IEC (“Guidelines” available at [http://www.itu.int/dms\\_pub/itu-t/oth/04/04/T04040000010003PDFE.pdf](http://www.itu.int/dms_pub/itu-t/oth/04/04/T04040000010003PDFE.pdf)) are hereby incorporated by reference.

Any undefined capitalized terms used herein shall have the meaning set forth in Section 3 of the (“Bylaws”) or the Common Patent Policy or Guidelines for Implementing the Common Patent Policy and shall be deemed incorporated herein by reference as if fully set forth below.

#### SECTION 2: ADDITIONAL TERMS

##### (a) Definitions:

- (i) “Confidential Information” means only information that is approved and designated as “Confidential Information” by act of the Board of Directors, as well as any copies or abstracts of such information, and portions of minutes of any Board of Director, committee, general or Work Group meeting that would disclose such information. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) becomes publically available other than via a breach of a duty not to disclose such Confidential Information pursuant to this IPR Policy; (b) is received from a third party without any obligation of confidentiality; (c) is rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) is independently developed by employees of the receiving party without reference or access to any Confidential Information; or (e) generally made available to third parties by the Corporation or the disclosing party without restriction on disclosure.
- (ii) “Draft Deliverable” shall mean Draft Informational Documents, Draft Guidelines, and Draft Test Materials.
- (iii) “Draft Informational Documents” means any recommendation, procedure, policy, educational materials, reports and the like that are developed by a Work Group or subgroup thereof or the Board of Directors or a committee thereof.
- (iv) “Draft Guideline” means all versions of a document designated as a DASH Industry Forum Draft Guideline and all Contributions thereto or any other written information provided by a Member to any Work Group for the purpose of creating, commenting on, revising, updating, modifying, or adding to any document that is to be considered for inclusion in the Final Guideline.

- (v) “Draft Test Materials” means any draft test suites, test Guidelines, test procedures, test tools and the like that are developed by a Working Group for the purpose of testing products that incorporate compliant portions to determine that such product complies with the Normative Requirements of a Final Guideline.
- (vi) “Final Deliverables” shall mean Final Informational Documents, Final Guidelines, and Final Test Materials.
- (vii) “Final Informational Document” means any Draft Informational Document that is approved by the Board of Directors in accordance with the Bylaws as final.
- (viii) “Final Guideline” means the final version and contents of any Draft Guideline adopted by the Board of Directors as the Final Guideline pursuant to Section 6.7 of the Bylaws. For purposes of this definition, the Final Guideline shall not include any implementation examples unless such implementation examples are expressly identified as being included as part of the limited patent license obligation in the Final Guideline as adopted.
- (ix) “Final Test Material” means any Draft Test Materials approved by the Board of Directors in accordance with Section 6.7 of the Bylaws.
- (x) “Informational Documents” means Draft Informational Documents and Final Informational Documents.
- (xi) “Patent Statement and Licensing Declaration Form” means the form attached hereto as Exhibit A.
- (xii) “Reference Implementation” means software contributed by one or more Members that implements and conforms to a Final Guideline and has passed any relevant tests as required by the Final Test Materials.
- (xiii) “Sample Code” means uncompiled source code Contributed by one or more Charter Members or Contributor Members that implements or demonstrates the capability of a Draft Deliverable or Final Deliverable.
- (xiv) “Guidelines” means Draft Guidelines and Final Guidelines.
- (xv) “Test Materials” means Draft Test Materials and Final Test Materials.

**(b) Scope**

Excluding Sample Code, the Scope of the patent licenses referred to in Appendix B shall be limited to those protocol, network interface protocols, application program interfaces, service provider interfaces, commands, data structures and any other hardware and/or software interface technologies solely to the extent disclosed with particularity in the Final Guideline where the sole purpose of such disclosure is to enable MPEG-DASH to interoperate, interconnect or communicate as defined within the Final Guideline. Notwithstanding the foregoing, the Scope shall not include: (i) any technology that may be necessary to develop, design, manufacture, sell or use any product or portion thereof that complies with the Final Guideline but is not expressly set forth in the Final Guideline (examples of such technologies include without limitation semiconductor manufacturing technology, compiler technology, object oriented technology, operating system technology); or (ii) the implementation or use of other published Guidelines, or

portions thereof, developed elsewhere but referred to in the body of the Final Guideline and made available under (a) a separate license from the owner of such published Guideline or (b) an IPR Policy of a standards setting organization that developed and adopted the published Guideline; or (iii) portion of any product or any combination of products (or portions of products) that are not required for compliance with the Final Guideline. The Scope shall include only architectural and interconnection requirements of the Final Guideline and shall not include any implementation examples contained in the Final Guideline unless the Final Guideline expressly states that such implementation examples are to be included within the Scope of the limited patent license.

**(c) Review Period**

- (i) Upon the initiation of a Review Period as set forth in Section 6.7 of the Bylaws, the chairman of the Work Group will notify the Members via email of the commencement of the Review Period. That notification will include a statement that identifies the Draft Deliverable subject to the Review Period and a reminder of the disclosure obligations under the Common Patent Policy and the Guidelines for Implementation of the Common Patent Policy along with a copy of the form set forth in Exhibit A.
- (ii) In addition to the disclosure obligations set forth in this IPR Policy, during a Review Period applicable to a particular Draft Deliverable, a Member **shall disclose**, using the form set forth in Exhibit A, any patents subject to this IPR Policy. Notwithstanding anything in this IPR Policy to the contrary, Members shall have no obligation to conduct any patent or other intellectual property searches.

**(d) Copyrights.**

- (i) Each Member and its Affiliates hereby grant to the Corporation a worldwide, irrevocable, non-exclusive, non-transferable sub-licensable, royalty-free copyright license to reproduce, distribute, display, perform and modify the Contributions.
- (ii) Effective upon adoption by the Board of Directors of a Final Guideline, Final Test Material or Final Informational Document, each Member and its respective Affiliates hereby assign to the Corporation a non-exclusive, undivided, and equal ownership in the copyrights in the respective Final Guideline, Final Test Material or Final Informational Document with respect to any Contribution made by such Member or its Affiliates that is included in the Final Guideline, Final Test Material or Final Informational Document. As a result of the above assignment, the Corporation and the assigning Members or Affiliates shall each have the right to independently exercise any and all rights of copyright ownership, and sublicense such rights, in the applicable Contribution without permission of the other party and without any duty to account to the other party. For clarity, subject to the Member's or its Affiliates' joint copyright ownership in their Contributions, the Corporation shall own all right, title, and interest in the compilation of Contributions forming the Final Guidelines, Final Test Materials, and Final Informational Documents. The Corporation may exercise any and all rights of copyright ownership and sublicense such rights in the Final Guidelines, Final Test Materials and Final Informational Documents as if such rights were solely owned by the Corporation, without permission of the assigning Member or Affiliate and without any duty to account.

**(e) Final Test Materials.**

It shall be the preference of the Corporation, but not the requirement, that each Member with essential claims relating to Final Test Materials check box 1 in Exhibit A with respect to such Final Test Materials. For clarity, the scope of the patent license relating to Final Test Materials shall be limited to the testing of a product to determine if the product complies with a Final Guideline in accordance with the requirements of the Final Test Materials and any certification procedures approved by the Board of Directors.

**(f) Reference Examples and Sample Code.**

- (i) A Final Guideline may include non-normative implementation or reference examples but such implementation or reference examples shall not be subject to the patent license in the Patent Statement and Licensing Declaration Form unless they are specifically identified within the Final Guideline as being licensed.
- (ii) Any Member contributing a Reference Implementation shall license the Reference Implementation under a non-exclusive, non-transferable, perpetual, worldwide patent license on reasonable and non-discriminatory terms. No Reference Implementation will be a normative requirement.
- (iii) Any Charter Member or Contributor Member Contributing Sample Code shall license that Sample Code under a non-exclusive, non-transferable, perpetual, worldwide patent license on reasonable and non-discriminatory terms. No Sample Code will be a normative requirement. Associate Members and non-members may Contribute Sample Code subject to execution of the Feedback Agreement of Appendix A or a Sample Code contribution agreement that the Board of Directors may approve. Each Member represents that they are legally entitled to grant the aforementioned license to any Contributed Sample Code. Each Member agrees to notify the chairman of the Work Group in writing if these representations are found to be inaccurate in any respect.
- (iv) Subject to the Board of Director's approval, DASH-IF may release Sample Code under the BSD 2-Clause License, as set forth below:

The copyright in this software is being made available under the BSD License, included below. This software may be subject to other third party and contributor rights, including patent rights, and no such rights are granted under this license.

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- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name of the DASH Industry Forum nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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**(g) Trademarks**

In the event that the Board of Directors of the Corporation proposes to adopt any name or logo as a trademark, certification mark or trade name (collectively, “**Trademarks**”), the Corporation shall notify the Members in writing (including a writing in electronic medium) at least forty five (45) days prior to the date of the vote adopting such Trademark as a trademark of the Corporation. Any Board of Director vote adopting a Trademark must be unanimous. The Corporation shall take such steps as the Board of Directors deems necessary and proper to protect its rights under such Trademarks adopted for use by the Corporation. In furtherance thereof, the Board of Directors shall establish and disseminate reasonable conditions and procedures for the licensing and use of such Trademarks, demonstrably free of any unfair discrimination among the Members. Each Member agrees that unless it provides written notice to the Executive Director of that Participant’s challenge to the proposed Trademark prior to its adoption by the Board of Directors, then the Participant and its Affiliates shall not assert against the Corporation or any Participant any trademark or trade name rights they may have or thereafter possess in the proposed Trademarks. Each Participant agrees not to use or adopt any trademarks for any

product, service, guideline or Guideline likely to cause confusion with any of the Trademarks adopted by the Corporation, unless agreed by the Board of Directors.

**(h) Non-Disclosure Policy**

- (i) Each Member agrees that it will maintain all Confidential Information in confidence with at least the same degree of care that it uses to protect its own proprietary material and in no event with less than reasonable care. Each Member agrees that it will not disclose, nor will it assist or allow any third party to disclose any Confidential Information, except: (a) as otherwise may be required by law or legal process, including to legal and financial advisors in their capacity of advising a party in such matters; (b) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties, (c) in confidence to employees on a need to know basis within a Member or an Affiliate thereof, (d) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions, and (e) in confidence to its legal counsel in connection with providing legal advice; provided that, in (b) through (f) above (i) the disclosing party shall use all reasonable legitimate and legal means available to minimize the disclosure to third parties, including without limitation seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) the disclosing party shall provide the Board of Directors, or the relevant Member, as the case may be, with at least 10 days prior written notice of such disclosure. Each party shall mark any copies of Confidential Information it makes “confidential” or with a similar legend. Unless the parties agree otherwise, this obligation of confidentiality will expire three (3) years after the date of disclosure of Confidential Information.
- (ii) Notwithstanding anything herein to the contrary, any party may use Residuals for any purpose, including without limitation use in development, manufacture, promotion, sale and maintenance of its products and services; provided that this right to Residuals does not represent a license under any patents, trademarks or copyrights of the disclosing party. The term “Residuals” means any information retained in the unaided memories of the receiving party’s employees who have had access to the disclosing party’s Confidential Information in connection with such party’s participation in the Corporation. An employee’s memory is unaided if the employee has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it.
- (iii) The terms of confidentiality hereunder shall not be construed to limit any Member’s right to independently develop or acquire products or technology, including similar or competing products or technology, without the use of the Corporation’s or another Member’s Confidential Information and without breach of the terms of the Member Agreement.
- (iv) The Members agree that Contributions, Draft Deliverables and minutes of meetings of the Corporation or a Work Group (except for portions thereof which intend to disclose Confidential Information to the public) shall be considered non-confidential and non-proprietary information, regardless of any markings to the contrary included thereon. Notwithstanding the non-confidential status of such materials, the Members shall not publish or distribute Contributions of any other Member, Draft Deliverables or meeting

minutes to any third party, except (a) with the prior written consent of the applicable Member; (b) as otherwise may be required by law or legal process, including to legal and financial advisors in their capacity of advising a party in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as similar information of other litigating parties, (d) to employees on a need to know basis within an Affiliate of a Member under similar nondisclosure obligations or (e) to its legal counsel, accountants, banks and financing sources and their advisors under similar non-disclosure obligations, solely in connection with complying with financial transactions; (f) in confidence to its legal counsel in connection with providing legal advice. The obligation not to publish or distribute set forth above shall not prevent any Member from implementing, or incorporating or otherwise using or distributing the contents of any of its Contributions in any of its products and services and documentation, and the marketing, sale or distribution of such products, services and documentation shall not be a violation of the obligations in this section. For the avoidance of doubt, nothing in this paragraph shall prohibit a Member from disclosing its Contributions to any third parties including but not limited to working groups of the ISO/IEC JTC1 SC29 WG11.

**EXHIBIT A**

**Patent Statement and Licensing Declaration Form for DASH Industry Forum Deliverable**

*This declaration does not represent an actual grant of a license*

Name of DASH Industry Forum Deliverable: \_\_\_\_\_

Please return to DASH Industry Forum as instructed below:

Dash Industry Forum Executive Director  
3855 SW 153rd Drive  
Beaverton, OR 97003  
Fax: 1-503-644-6708  
Email: [dashindustry@live.com](mailto:dashindustry@live.com)

**Patent Holder:**

Legal Name \_\_\_\_\_

**Contact for license application:**

Name &  
Department \_\_\_\_\_

Address \_\_\_\_\_

Tel. \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

URL (optional) \_\_\_\_\_



**Licensing declaration:**

The Patent Holder believes that it holds granted and/or pending applications for patents, the use of which would be required to implement a DASH Industry Forum Deliverable and hereby declares, in accordance with the IPR Policy of the DASH Industry Forum, that (check one box only):

- 1. The Patent Holder is prepared to grant a free of charge license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and under other reasonable terms and conditions to make, use, and sell implementations of the above document.

Negotiations are left to the parties concerned and are performed outside the DASH Industry Forum.

*Also mark here  if the Patent Holder's willingness to license is conditioned on reciprocity for the above document.*

*Also mark here  if the Patent Holder reserves the right to license on reasonable terms and conditions (but not free of charge) to applicants who are only willing to license their patent claims, whose use would be required to implement the above document, on reasonable terms and conditions (but not free of charge).*

- 2. The Patent Holder is prepared to grant a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and on reasonable terms and conditions to make, use and sell implementations of the above document.

Negotiations are left to the parties concerned and are performed outside the DASH Industry Forum.

*Also mark here  if the Patent Holder's willingness to license is conditioned on reciprocity for the above document.*

- 3. The Patent Holder is unwilling to grant licenses in accordance with provisions of either 1 or 2 above.

In this case, the following information must be provided to the DASH Industry Forum, as part of this declaration:

- granted patent number or patent application number (if pending);
- an indication of which portions of the above document are affected;
- a description of the patent claims covering the above document.

**Free of charge:** The words “free of charge” do not mean that the Patent Holder is waiving all of its rights with respect to the essential patent. Rather, “free of charge” refers to the issue of monetary compensation; *i.e.*, that the Patent Holder will not seek any monetary compensation as part of the licensing arrangement (whether such compensation is called a royalty, a one-time licensing fee, etc.). However, while the Patent Holder in this situation is committing to not charging any monetary amount, the Patent Holder is still entitled to require that the implementer of the above document sign a license agreement that contains other reasonable terms and conditions such as those relating to governing law, field of use, reciprocity, warranties, etc.

**Reciprocity:** As used herein, the word “reciprocity” means that the Patent Holder shall only be required to license any prospective licensee if such prospective licensee will commit to license its essential patent(s) or essential patent claim(s) for implementation of the same above document free of charge or under reasonable terms and conditions.

**Patent:** The word “Patent” means those claims contained in and identified by patents, utility models and other similar statutory rights based on inventions (including applications for any of these) solely to the extent that any such claims are essential to the implementation of the same above document. Essential patents are patents that would be required to implement a specific DASH Industry Forum Deliverable.

**Signature:**

Patent Holder \_\_\_\_\_

Name of authorized person \_\_\_\_\_

Title of authorized person \_\_\_\_\_  
Signature \_\_\_\_\_  
Place, Date \_\_\_\_\_



<b>Patent Information</b> (desired but not required for options 1 and 2; required in DASH Industry Forum for option 3 (NOTE))				
<b>No.</b>	<b>Status</b> [granted/pending]	<b>Country</b>	<b>Granted Patent Number or Application Number (if pending)</b>	<b>Title</b>
1				
2				
3				

*NOTE: For option 3, the additional minimum information that shall also be provided is listed in the option 3 box above.*

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