

Cyber Security Research Alliance Intellectual Property Rights Policy

1 Definitions

Except as expressly set forth in this Cyber Security Research Alliance (the "Alliance") Intellectual Property Rights Policy ("IPR Policy"), any defined term used herein shall have the meaning set forth in the Alliance's Bylaws.

1.1 "*Alliance Material(s)*" shall mean any literary work developed or submitted by a Member or Members or any other work of authorship developed or submitted by a Member or Members that includes a Contribution or Contributions and has been approved by the Alliance as a final release.

1.2 "*Contribution*" shall mean all elements of any literary work or other work of authorship, (other than any elements that are Protected Information), that are licensable by one or more Member(s) and offered by such Member(s) for use in the development of or for inclusion in Alliance Materials, whether pre-existing or newly created or prepared under the auspices of the Alliance.

1.3 "*Related Parties*" shall mean, with respect to a particular Member, any and all of: (i) a parent company of a Member that exercises, or is capable of exercising, effective corporate control of the Member; (ii) a subsidiary company of a Member over which the Member exercises, or is capable of exercising, effective corporate control; or (iii) a company under the effective corporate control of the same parent company as a Member.

1.4 "*Protected Information*" shall mean information that is subject to ITAR, FOUO, export control, or any other laws or regulations that impose restrictions on public disclosure or limit those who may receive or view such information.

2 Ownership and Licensing of Alliance Material

2.1 Copyright.

a. Each Member and its Related Parties hereby grants to the Alliance a worldwide, irrevocable, non-exclusive, non-transferable (except as otherwise provided in the Bylaws) sub-licensable, royalty-free copyright license to use, reproduce, distribute, display, perform and to prepare derivative works of the Contributions of the Members for the purposes of developing, publishing, displaying and distributing Alliance Materials. Subject to the Member's intellectual property rights in its Contributions, the Alliance shall own all right, title, and interest in the compilation of Contributions forming the Alliance Materials and related works. Upon the final release of the Alliance Materials adopted by the Board of Directors, the Alliance grants and agrees to grant the Members and their Related Parties a worldwide, non-exclusive, royalty-free copyright license to reproduce, distribute and display such Alliance Materials. This Section shall survive any termination of participation in the Alliance of such granting Member.

b. To the extent that a copyright interest in Alliance Materials exists that is separate from the copyright interests in the individual Contributions, and unless otherwise agreed in advance in

writing with respect to specific material submitted to the Alliance, such separate copyright interest shall be owned by the Alliance.

c. The parties hereto acknowledge that works created by employees of the Federal Government are not subject to copyright protection within the United States and may be copied or used by interested parties.

2.2 Wide Dissemination Intended. The Members intend that Alliance Material (but not any Protected Information) be disseminated as widely as reasonably possible. The Alliance will make such Alliance Material available without charge to all companies, government agencies, academia and other interested parties, in the most efficient manner reasonably possible. The distribution will include a copyright grant sufficient to permit recipients to at least distribute, reproduce and display the Alliance Material without charge for a specific purpose and to permit implementers of the Alliance Material to distribute those portions that are necessary to enable such implementations.

2.3 No Other Rights Granted. Except for the rights explicitly granted in Section 2.1, a Member is not required by this IPR Policy to grant the Alliance, any other Member, or any third party any additional rights or licenses to any patents, copyrights, trademarks, trade secrets or other intellectual property rights. This IPR Policy will not govern rights in intellectual property used or developed by a Member in performance of a contract entered into by that Member outside the scope of CSRA (for example, government and commercial contracts to perform basic and applied research). Instead, these IPR rights obtained by the Member will be determined by the applicable contract.

2.5 Contributions from Non-Members. The Alliance shall not knowingly accept any Contribution from any non-Member unless such non-Member has executed an agreement substantially equivalent in its effect to the obligations set forth in this IPR Policy.

2.6 No Obligation to Include Contributions. Each Member understands and agrees that the Alliance has no obligation to include as part of any Alliance Material any Contribution offered by such Member.

2.7 Warranty Disclaimer. All formal and informal submissions to the Alliance are acknowledged to have been made “as-is” without any warranty whatsoever, and in particular, without any warranty of non-infringement, merchantability or fitness for any particular purpose. Any usage by any Member or non-Member of any Alliance Material shall be entirely at the risk of the user, and no Member or Member representative shall have any liability whatsoever to any Member or non-Member for any damages of any nature whatsoever arising directly or indirectly from the use or implementation of such Alliance Material. Where appropriate, all Alliance Material distributed by the Alliance shall bear an appropriate disclaimer to such effect.

3. Specifications

It is not the intention of the Alliance to develop technical specifications that disclose inventions, and as such this IPR Policy neither imposes on Members any obligations (whether to license or

to disclose) with respect to patents they own, nor confers on Members any rights with respect to patents owned by other Members, that claim implementations of a technical specification referenced by the Alliance as part of Alliance Material ("Referenced Specifications"). Rather, this IPR Policy presumes that the policies and procedures, if any, of the group or organization which publishes a Referenced Specification ("Sponsoring Organization") will address the obligations upon and rights of parties implementing or otherwise using such specifications. In considering whether to adopt a Referenced Specification as part of Alliance Material, the Alliance should give due consideration to whether the intellectual property policies and business models of the Sponsoring Organization are likely to foster the adoption and use of the Referenced Specification (as part of Alliance Material) in a manner supportive of the Alliance's mission. In addition, if the Alliance should subsequently decide that it intends to develop technical specifications as Alliance Material, then this IPR Policy will need to be modified, in accordance with the Bylaws, as appropriate to best support the Alliance's mission.

4. Confidential Information

4.1 Except as provided in Section 4.2 below, no Member wishes to receive from any other Member in the course of their participation in the Alliance any information that would be considered confidential by the Member disclosing such information. Accordingly, any information that is not Protected Information that is disclosed by one Member to another within this Alliance shall be considered non-confidential, and no obligation of nondisclosure and no restriction on use shall attach notwithstanding any markings to the contrary. The Alliance will not be held responsible for the disclosure of any Member's or non-Member's trade secrets, regardless of the circumstances.

4.2 The Members understand that it may be necessary to refer to Protected Information in the course of certain Alliance activities. No Member that is not otherwise entitled to view any Protected Information shall have any right of access to such Protected Information solely by reason of being a Member, and every Member that receives access to any Protected Information shall comply with all restrictions under laws and regulations applicable thereto. To the extent that such laws or regulations contradict this IPR Policy, such laws and regulations shall control.

5. Trademarks

5.1 Alliance Trademarks. Trademarks created by the Alliance and used in the Alliance Material, registered or otherwise, are the property of the Alliance. Use of Alliance trademarks shall be governed by such policies, procedures and guidelines as may be established and approved by the Alliance from time to time, and applicable law.

5.2 Non-Alliance Trademarks. The Alliance's use of third-party trademarks, registered or otherwise, shall be governed by such policies, procedures and guidelines as may be established and approved by the owners of such trademarks, and applicable law.