FIDO IPR Summary

October 11, 2017
The Goal of the FIDO Alliance IPR Policy is to Support the Delivery of Open Unencumbered Specifications

• **IP Ownership:**
  – Ownership of IP is always retained by member companies

• **Patent Non-Assert Promise:**
  – Members promise not to assert their patent rights under specific circumstances
  – Non-assert promise limited initially to and among Working Group members for purposes of developing documents that support the vision of the FIDO Alliance
  – The promise is expanded incrementally over time, allowing for implementations by Working Group members, by all Members and ultimately non-Members, according to the process defined in this deck

• **Withdrawal of Promise is Allowed:**
  – During the IPR Review Period (upon complete documentation to the BoD)
  – Upon leaving a Working Group (only for early stage specifications)
  – When Specification reaches Proposed Standard (but not if in WG)
The Goal of the FIDO Alliance IPR Policy is to Support the Delivery of Open Unencumbered Specifications

- **Enforcement:**
  - All rights, grants and promises enjoyed by a Member are terminated if they voluntarily file or participate in a patent infringement lawsuit against a Member or a Covered Third Party
  - Exception for counter-suits from a Member for infringement

- **Complete Implementation:**
  - Commercial sales and distribution rights are conditioned on complete implementations of the Specification
**IPR Process Overview: Specifications**

**Phase 1: Optional Acceptance of Member Document Contributions**
- Technical Document(s)
- FIDO Alliance Member
  - Company Confidential
- Internal Decision Release Process - FIDO Alliance Member

**Phase 2: Specification and Rights Evolution inside the Technical Working Group**
- Working Draft
  - Supermajority Vote - Working Group § 4.4.2.3
- Review Draft
  - FIDO Alliance Secretary distributes document to all Alliance Members
- All Member 45 Day IPR Review § 6.6.1
- Last Chance for Member to Withdraw from Working Group and Withdraw Non-Assert Promise §4.4.6

**Phase 3: Expansion of Rights to All Members and Non-Members**
- Implementation Draft
  - Full Supermajority Vote - FIDO Alliance BoD § 4.4.2.5
- 60 Day Notification Period to All Members §6.2.1.1
- Members unwilling to extend Promise to All Members & potentially the World exit FIDO Alliance § 6.2.1.1

**Technology Working Group**
- Working Group Members give/receive: - Working Group License (RF) § 6.2.3
- Implementations Allowed Selling, Distribution Not Allowed

**Technology Working Group and FIDO Alliance Board**
- Collaborative determination by both entities that specification is ready to become a Proposed Standard

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1) WG Chair Recommendation to FIDO BoD
2) BoD must vote within 45 Days
3) Supermajority Vote - FIDO Alliance BoD § 4.4.2.4

Selling & Distribution Allowed Only for Complete Spec Implementations
Implementations enjoy patent non-assert promises only between Working Group members for Working Group Permitted Uses even if Member withdraws from Working Group or Alliance § 6.2.1.1, 7.3

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All Members of FIDO Alliance
- All Members now have implementation, selling & distribution rights, and have committed to extending Non-Assert Promise to all other Members for Public Permitted Uses even if Member withdraws from Alliance § 6.2.1.1

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All Members of FIDO Alliance extend Promise to entire world
Optional Acceptance of Member Document Contributions

FIDO Alliance Member
Company Confidential

Technical Document(s)

Internal Decision Release Process - FIDO Alliance Member

Chair receives documents, schedules vote for use of materials

Pre-Draft

Acceptance - Simple Majority Vote - Working Group - § 4.4.2.2

Technology Working Group
Confidentiality provision of FIDO Alliance Membership Agreement allows any member to use materials for any purpose that furthers the goals of the FIDO Alliance Disclosure not allowed § 5.5

Phase 2
IPR – Specifications
Phase 2

Specification Evolution in a Working Group

- **Contributions**: All topics discussed in group covered under:
  - Working Group Permitted Uses
  - Working Group License
  - Confidentiality Clauses in Membership Agreement

- **Publishing**: The Board may approve the publication or sharing of any FIDO Alliance deliverable with non-Members
  - Supermajority vote of the Board required
  - Working Drafts of Documents may not be published
  - Documents posted on the FIDO Alliance website subject to peer-review license
IPR – Specifications – Phase 3

Implementation Draft

Full Supermajority Vote - FIDO Alliance BoD § 4.4.2.5

Technology Working Group and FIDO Alliance Board
Collaborative determination by both entities that specification is ready to become a Proposed Standard

60 Day Notification Period to All Members §6.2.1.1

Members unwilling to extend Promise to All Members & potentially the World exit FIDO Alliance § 6.2.1.1

Proposed Standard

Full Supermajority Vote - FIDO Alliance BoD § 6.2.1.1

All Members of FIDO Alliance
All Members now have implementation, selling & distribution rights, and have committed to extending Non-Assert Promise to all other Members for Public Permitted Uses even if Member withdraws from Alliance § 6.2.1.1

Extend to public

All Members of FIDO Alliance extend Promise to entire world
Summary of Withdrawal of Granted Claims Process

- **Scope**: All Members
- **Duration**: 45 days long
- **Triggering Event**: Secretary distributes Review Draft Specification
- **Full Documentation**: Withdrawal claims must meet minimum documentation requirements to be considered by the FIDO BoD
- **Board Assessment**: The FIDO BoD reviews the Withdrawal claim, consults with advisors, guides TWG on whether the Review Draft should be modified
- **Secondary IPR Review**: Modifications to the Review Draft trigger another 45 day review process, but scoped to changes only
- **Asserting a Claim**: If a member withdraws a Granted Claim, and then asserts or threatens to assert the withdrawn Granted Claim against any Working Group Member relinquishes any rights, grants, non-asserts and promises it has received for the Specification from each Participant and its Related Entities
Promise Continues beyond Membership

• The Promise can continue after withdrawal from a Working Group or the Alliance itself

• **Scope**: To Working Group Members
• **Triggering Event**: Specification reaches Implementation Draft status
• **Continues**: Even after withdraw from Working Group or Alliance

• **Scope**: To All Alliance Members (other than Working Group Members)
• **Triggering Event**: Specification reaches Proposed status
• **Continues**: Even after withdraw from Alliance