

XBRL US Intellectual Property Policy



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1. Definitions.

As used in this IP Policy, the following terms have the following meanings:

- 1.1. “*Adopter*” means any entity that uses or implements one or more Data Quality Committee Final Recommendations
- 1.2. “*Affiliate*” means any entity that is directly or indirectly controlled by, under common control with, or that controls the subject party. For purposes of this definition, control means direct or indirect ownership of or the right to exercise: (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity.
- 1.3. “*Bylaws*” means the duly adopted bylaws of XBRL US.
- 1.4. “*Compliant Portion*” means only those specific portions of products (hardware, software, services, or combinations thereof) that both: (i) implement and are compliant with all required portions of a Final Recommendation; and (ii) are within the Scope.
- 1.5. “*Contribution*” means any idea, suggestion, comment, recommendation, feedback, edit, or other contributions made by a Member for the purpose of proposing a Draft Recommendation or for proposing additions to or modifications of a Draft Recommendation.
- 1.6. “*Membership Agreement*” means that certain membership agreement by and between XBRL US and each Member.
- 1.7. “*Necessary Claims*” means claims of a patent or patent applications, other than design patents and design registrations, that are: (i) owned or controlled by a Member or their Affiliates now or at any future time; and (ii) necessarily infringed by an implementation of the portions of a Final Recommendation within the bounds of the Scope, where such infringement could not have been avoided by another technically reasonable non-infringing alternative for implementing a Final Recommendation within the bounds of the Scope. Notwithstanding the foregoing, “*Necessary Claims*” does not include any claims: (w) that read solely on an optional implementation example included in a Final Recommendation; (x) other than those set forth above, even if contained in the same patent as Necessary Claims; (y) read solely on any implementations of any portion of a Final Recommendation that are not within the bounds of the Scope; or (z) that, if licensed, would require a payment of royalties by the licensor to non-Affiliate third parties.
- 1.8. “*Recommendations*” means both Draft Deliverable and Final Recommendations as such terms are defined herein.
- 1.9. “*Review Period*” shall have the meaning set forth in Section 7 below.
- 1.10. “*Scope*” means: means prescriptive guidelines for data modeling and automated rules that have been adopted by the Data Quality Committee as defined within the Final Recommendations. Notwithstanding the foregoing, the Scope does not include: (a) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with the Final Recommendation, but are not themselves expressly set forth in the Final Recommendation (e.g., semiconductor manufacturing technology, compiler technology, object-oriented technology, basic operating system technology, application programming interfaces, etc.); or (b) the implementation of other published specifications developed elsewhere but referred to in the body of the Final Recommendation; (c) any portions of any product and any combinations thereof the purpose or function of which is not required for compliance with the Final Recommendation; or (d) any software code set out in a Recommendation for purposes of illustration, sample implementation, or reference.
- 1.11. “*XBRL US*” means the Delaware nonprofit corporation whose goal it is to develop and promote the adoption of XBRL Recommendations.
- 1.12. Capitalized terms not defined in Section 1 have the meanings set forth in the section in which they are defined. Any capitalized term not defined in this Exhibit, shall have the meanings set forth in the Member Agreement.

2. INTELLECTUAL PROPERTY AND OTHER OBLIGATIONS

Each Member will be bound to each of the terms of this IP Policy. Each Member further acknowledges and agrees, however, that the Board of Directors,, and the Members of the Data Quality Consortium have no obligation to incorporate any Contribution into Draft Deliverables or Final Recommendations, nor any obligation to utilize, publish, or disseminate any Contributions.

3. CONFIDENTIALITY; PUBLICITY

- 3.1. No Confidentiality for Individual Contributions or Final Recommendation. Unless separately contractually bound otherwise, each Member acknowledges and agrees that Contributions are made on a non-confidential basis to the extent such Contributions are included in a Draft Deliverable or Final Recommendation and that no Member or Participant will have any obligation of confidentiality with regard to any Contribution to the extent such Contributions are included in a Draft Deliverable or the Final Recommendations.
- 3.2. Publicity; Press Releases. Any Member may make press or other public announcements regarding its activities as a Member, and may state in such announcement the identity of all (as distinguished from some) of the other Members with the express, written approval of all members. Except for the foregoing, no Member will refer in any press release or other public announcement to the Consortium, the Data Quality Committee or other activities of a particular Member occurring within XBRL US meetings and communication forums without the prior written consent of XBRL US and such Member.

4. COPYRIGHTS

- 4.1. Ownership of Final Recommendations. Subject to the ownership of the copyright in each Contribution by its respective Contributor in accordance with section 4.2 below, XBRL US will own the copyright in the Final Recommendations.
- 4.2. License From Members to XBRL US. Each Member that makes a Contribution grants to XBRL US a non-exclusive, perpetual, non-transferable, royalty-free, worldwide license under all copyrights contained in such Contributions, to edit, store, copy, reproduce, publish, publicly display, modify, and distribute such Contributions, and to prepare derivative works of the same, for the sole purpose of developing Draft Recommendations and Final Recommendations. Each Member further grants to XBRL US the right to sublicense to Adopters (without the right to further sublicense) the right to store, copy, reproduce, publish, and distribute its Contributions, but only to the extent such Contributions have been incorporated into a Final Recommendation and are within the Scope. Notwithstanding the generality of the foregoing, and subject to the licenses granted herein, each Member and reserves ownership of the copyright in its respective Contributions.
- 4.3. License From XBRL US to Members. Effective upon the adoption of a Final Recommendation, XBRL US hereby grants to each Member a non-exclusive, perpetual, non-transferable, royalty-free, non-sublicenseable, worldwide license under all copyrights contained in a Final Recommendation, to copy, reproduce, publish, perform, publicly display, and distribute such Final Recommendation for the sole purpose of implementing and using such Final Recommendation within the Scope.

5. PATENTS

- 5.1. Obligation to License Necessary Claims. Effective upon the adoption of a Final Recommendation pursuant to the Rules and Procedures, each Member and their Affiliates agrees to grant to each other Member, Participant, and all Adopters a nonexclusive, nontransferable, non - sublicenseable worldwide license, on royalty-free and otherwise reasonable and non-discriminatory terms, to all Necessary Claims to make, have made, use, have used, sell, have sold, offer to sell, import, and distribute Compliant Portions; provided, however, that such license need not extend to any part or function of a software or hardware product in which a Compliant Portion is incorporated that is not itself a Compliant Portion.
- 5.2. Assignment of Necessary Claims. Each Member and their Affiliates agree and warrant that, after the Effective Date of this Agreement, any transfer or assignment of a patent or patent application having Necessary Claims to a third party will be subject to the terms of this Agreement and will not affect any license Member, Participant or their Affiliates has already granted nor the obligation to grant licenses pursuant to this Agreement.

- 5.3. XBRL US will not knowingly adopt a Recommendation, the use of which is or may be subject to payment of patent royalties or license fees to any entity.

6. NOTICES

All reproductions of Final Recommendations must include any copyright notices and disclaimers contained in the Final Recommendation. The Members agree that any publication of the Final Recommendation will include, in addition to the notices required under this IP Policy, appropriate copyright notices and other prominent notices reasonably designed to prevent a third party from claiming that any rights have been granted by implication or estoppel because of such publication. The following notices will be included in (a) any document submitted by members for incorporation into an official document of XBRL US (b) Working drafts, Recommendations, and other documents submitted and signed by officers of members:

Each formal XBRL document, and each non-normative XBRL related material that the contributor wishes for XBRL US to distribute via e-mail, its web site, conference proceedings or media, will contain an appropriate copyright notice as follows:

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XBRL US encourages all interested parties to bring to its attention, at the earliest possible time, the existence of any intellectual property rights pertaining to the Scope. For this purpose, all drafts submitted for comment shall include on the cover page the following text:

Recipients of this draft are invited to submit, with their comments, notification of any relevant patent rights of which they are aware and to provide supporting documentation.

The following notice will be included in all formal XBRL US Final Recommendations, and other documents submitted and signed by officers of Members:

The attention of users of this document is directed to the possibility that compliance with or adoption of XBRL US Recommendations may require use of an invention covered by patent rights. XBRL US shall not be responsible for identifying patents for which a license may be required by any XBRL US Recommendation, or for conducting legal inquiries into the legal validity or scope of those patents that are brought to its attention. XBRL US Recommendations are prospective and advisory only. Prospective users are responsible for protecting themselves against liability for infringement of patents. XBRL US takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the

implementation or use of the technology described in this document or the extent to which any license under such rights might or might not be available; neither does it represent that it has made any effort to identify any such rights. Members of XBRL US agree to grant certain licenses under the XBRL US Intellectual Property Policy (xbrl.us/legal).

7. RECOMMENDATION REVIEW PERIOD

Each Member will have the opportunity to review a Draft Recommendation before it is adopted as a Final Recommendation. XBRL US will notify all Members, in writing or by email when a Draft Recommendation has been released by the Data Quality Committee for review, and the review period will be no less than be thirty (30) days from the date of such notice (hereinafter, the "Review Period"). During the Review Period, any Member may identify with particularity any portions of a Draft Recommendation it finds objectionable. Any Member objecting to any portion of the Draft Recommendation will provide a reasonable explanation for its objection, and will identify all portions of a Recommendation that form the basis for its objection. No Member will have any duty to perform any patent search. At the end of the Review Period, the Data Quality Committee may vote to adopt or reject a Draft Recommendation.

8. WITHDRAWAL

- 8.1.** 9.1. Effect of Withdrawal. The withdrawal of a Member from the Data Quality Committee will have the following effects:
- 8.1.1.** Withdrawals That Terminate Certain Licensing Obligations of this IP Policy. If a Member withdraws either: (i) before the Review Period, as described in Section 7 above; or (ii) during the Review Period (provided that in the case of (ii), the Member or Participant seeking withdrawal has both: (a) identified with reasonable particularity a Contribution of another Member in the relevant Draft Recommendation that reads on a Necessary Claim of such withdrawing Member or Participant, and (b) reasonably attempted to cooperate with the other Members to resolve its concerns before the end of the Review Period), then with regard to such withdrawing Member:
- 8.1.1.1. Sections 1 (definitions), 4 (copyrights), 8 (withdrawal) and 9 reservation of rights) will continue in full force and effect; and
- 8.1.1.2. with respect to Contributions made by withdrawing Member, the patent licensing obligations set forth in Section 5 will survive; and
- 8.1.1.3. all other rights, licenses, obligations, terms, and conditions of this IP Policy will terminate, including any patent licensing obligations withdrawing Member may otherwise have had arising out of Contributions made by others.
- 8.1.2.** Withdrawals That Do Not Terminate Licensing Obligations of This IP Policy. If a Member or Participant withdraws in a manner that is inconsistent with Section 8.1 above, then with regard to withdrawing Member or Participant:
- 8.1.2.1. Sections 1 (definitions), 4 (copyrights), 5 (patents), 8 (withdrawal), and 9 (reservation of rights) will continue in full force and effect; and 7
- 8.1.2.2. all other rights, licenses, obligations, terms, and conditions of this IP Policy will terminate with respect to such withdrawing Member or Participant.

9. RESERVATION OF RIGHTS

Each Member hereby agrees that all rights not expressly granted hereunder are expressly reserved, and no licenses are granted, nor will they be implied, except as expressly stated herein. Notwithstanding anything herein to the contrary, each Member reserves all underlying ownership of its intellectual property rights, and no assignment or transfer of such rights is contemplated hereunder or effected by this IP Policy.

10. CONTRIBUTIONS SUBJECT TO ADDITIONAL RESTRICTIONS OR CONDITIONS

Each Member represents, warrants, and covenants that it will not submit any Contribution that may subject any Contribution or Recommendation, in whole or in part, to licensing obligations with additional restrictions or requirements inconsistent with those set forth in this IP Policy, or that would require any portion of such Contribution to be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge. If a Member or Participant has knowledge that a Contribution has been made that may subject any Contribution or Recommendation, in whole or in part, to one or more of the licensing obligations listed in this section 10 above, such Member or Participant will give prompt notice of the same to the Data Quality Committee Chair.

11. NO OTHER WARRANTY

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