



IAB TECHNOLOGY LABORATORY INTELLECTUAL PROPERTY RIGHTS POLICY (this “IPR Policy”)

Approved: October 21, 2020

Effective: January 1, 2021

1. Copyright

- 1.1 Copyright Grant - Subject to Section 1.4, each Participant grants to IAB TECHNOLOGY LABORATORY a perpetual, irrevocable, worldwide, non-exclusive, no-charge, fully paid up, royalty-free, copyright license, without any obligation or duty of accounting, to reproduce, modify, prepare derivative works of, publicly display, publicly perform, sublicense (through multiple tiers), distribute, and otherwise exploit without restriction any Contribution made by the Participant to the full extent of the Participant’s copyright interest in such Contribution, including, but not limited to, to incorporate such Contribution into and use such Contribution in connection with any and all Collective Works.
- 1.2 Conditions for Contributions - No Contribution may be made by a Participant unless such Participant is the exclusive copyright owner of such Contribution or has sufficient copyright rights from the copyright owners to license such Contribution under the terms of this IPR Policy. Each Participant must disclose the identities of all known copyright owners in such Participant’s Contributions.
- 1.3 Ownership of Collective Works - By participating in a Working Group, each Participant expressly consents and agrees that all copyrights in all Collective Works (other than the copyrights in any underlying Contributions) belong exclusively to the IAB TECHNOLOGY LABORATORY and each Participant hereby irrevocably and unconditionally assigns to IAB TECHNOLOGY LABORATORY all of its right, title, and interest in and to all copyrights in the Collective Works (other than such Participant’s copyrights in any underlying Contributions made by such Participant).
- 1.4 Source Code Contribution - Any Participant making a Contribution of software source code will license that source code under the BSD 2-Clause License (available at <http://opensource.org/licenses/BSD-2-Clause>).

2. Patent

- 2.1 Patent Modes - By default, all Working Groups will operate under “royalty-free mode” (“RF Mode”). At the election of the IAB TECHNOLOGY LABORATORY Working Group administrator, after consultation with and notice to the relevant Working Group, such Working Group may operate under “reasonable and non-discriminatory mode” (“RAND Mode”). The IAB TECHNOLOGY LABORATORY Working Group administrator will make the election to operate in RAND Mode prior to initiating any work on any Draft Specification.
 - 2.1.1 Where a Working Group operates under RAND Mode, all Participants make the commitments and obligations described in Section 2.2.
 - 2.1.2 Where a Working Group operates under RF Mode, all Participants make the commitments and obligations described in Section 2.3.



2.2 RAND Mode - The following terms and conditions are applicable only to Working Groups operating under RAND Mode:

2.2.1 Licensing Commitment - Each Participant in the Working Group agrees that each such Participant will offer to all applicants a nonexclusive, worldwide, non-sublicensable patent license to each such Participant's Necessary Claims, respectively, on fair, reasonable, and non-discriminatory terms to make, have made, use, import, offer to sell, sell, and distribute Covered Implementations of any Final Specification adopted by such Working Group.

2.2.2 Patent Disclosure Obligations - When a Draft Specification is ready to be considered as a Final Specification, the IAB TECHNOLOGY LABORATORY Working Group administrator will initiate a "Patent Notification Period," which will be for a period of at least thirty (30) calendar days. To initiate a Patent Notification Period, the IAB TECHNOLOGY LABORATORY Working Group administrator will notify the Participants via email of the commencement of the Patent Notification Period, using a form that is substantially the same as the form set forth in Exhibit A of this IPR Policy. The notification will include a statement that identifies the Draft Specification subject to the Patent Notification Period and the length of the Patent Notification Period. A Draft Specification may not become a Final Specification until the completion of its respective Patent Notification Period. During a Patent Notification Period, if a Participant's representative to the Working Group has actual personal knowledge that the Participant or its Affiliates' patents or published patent applications contain Necessary Claims, then the Participant will disclose, in writing (which may be delivered via e-mail) to IAB TECHNOLOGY LABORATORY, the existence of those patents or published patent applications. Any disclosure made by a Participant pursuant to this Section 2.2.2 does not impose any obligation on Participants to conduct any patent or other intellectual property searches of any kind or take any action other than as expressly stated above. Any disclosure made by a Participant pursuant to this Section 2.2.2 will be published by IAB TECHNOLOGY LABORATORY.

2.3 RF Mode - The following terms and conditions are applicable only to Working Groups operating under RF Mode:

2.3.1 Licensing Commitment - Each Participant in the Working Group agrees that each such Participant will offer to all applicants a royalty-free, nonexclusive, worldwide, non-sublicensable, perpetual patent license to each such Participant's Necessary Claims, respectively, on fair, reasonable, and non-discriminatory terms to make, have made, use, import, offer to sell, sell, and distribute Covered Implementations of any Final Specification adopted by such Working Group.

2.3.2 Exclusion - No more than thirty (30) calendar days following publication of a Draft Specification, and in all cases prior to the adoption of a Draft Specification as a Final Specification, a Participant may exclude Necessary Claims from such Participant's licensing commitments under Section 2.3.1 by providing written notice of such intent to the IAB TECHNOLOGY LABORATORY Working Group administrator (each, an "Exclusion Notice"). An Exclusion Notice for issued patents and published applications will include the patent numbers or title and application numbers, as the case may be, for each of the issued patents or pending patent applications that the Participant wishes to exclude from the licensing commitment set



forth in Section 2.3.1. If an issued patent or pending patent application that may contain Necessary Claims is not set forth in the Exclusion Notice, such Necessary Claims will continue to be subject to the licensing comments under Section 2.3.1. The Exclusion Notice for unpublished patent applications must provide either: (i) the text of the filed application or (ii) identification of the specific parts of the Draft Specification whose implementation makes the excluded claim a Necessary Claim. If (ii) is chosen, the effect of the exclusion will be limited to the identified parts of the Draft Specification. Exclusion Notices will be published by IAB TECHNOLOGY LABORATORY.

2.4 Effective Date of Obligations

A Participant's patent licensing obligations under this Article 2 become effective upon the ratification of a Draft Specification as a Final Specification in a Working Group in which the Participant is participating.

2.5 Withdrawal and Termination

2.5.1 Withdrawal - A Participant may withdraw from a Working Group at any time by notifying the IAB TECHNOLOGY LABORATORY Working Group administrator in writing, such withdrawal being effective upon receipt of such notice.

2.5.2 Effect of Withdrawal or Termination - Upon a Participant's written withdrawal from a Working Group or, if a member of the IAB TECHNOLOGY LABORATORY, upon the termination of such member's IAB TECHNOLOGY LABORATORY membership, all existing commitments and obligations up to the date of withdrawal or termination will remain in effect but no new obligations will be incurred. Notwithstanding the foregoing, the patent licensing commitments under this Article 2 will apply to any Necessary Claims in a subsequent Final Specification to the extent such Necessary Claims would apply to a Draft Specification existing as of the date of withdrawal or termination if such Draft Specification was deemed to be a Final Specification, unless such Necessary Claims were excluded under Section 2.3.

3. **Confidentiality**

3.1 Confidential Information – All Collective Works (other than any underlying Contributions therein) and all other information and work product created by a Working Group, in each case that is identified by the Working Group administrator in writing as confidential at the time of disclosure to the Working Group, will be considered the confidential information of IAB TECHNOLOGY LABORATORY (collectively, "Confidential Information") until the earlier of (i) such Confidential Information is made public by IAB TECHNOLOGY LABORATORY, (ii) the Working Group administrator deems such Confidential Information to no longer be confidential, or (iii) the occurrence of an exclusion set forth in Section 3.2.

Participants must: (a) hold in confidence and protect Confidential Information from dissemination as if it were the Participant's own (but, in any event, using no less than a reasonable degree of care), (b) not make any disclosure of Confidential Information to any person or entity (other than other Participants of the relevant Working Group) without the express written consent of the IAB TECHNOLOGY LABORATORY Working Group administrator,



(c) use Confidential Information solely to perform its respective duties and exercise its respective rights as part of such Participant's Working Group, and (d) upon request by the IAB TECHNOLOGY LABORATORY Working Group administrator, use commercially reasonable efforts to destroy all Confidential Information that is in its possession upon termination of its participation in such Working Group or as otherwise dictated by, and in the absolute discretion of, the IAB TECHNOLOGY LABORATORY Working Group administrator.

Without prejudice to the foregoing, a Participant may disclose Confidential Information to the extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that such Participant gives IAB TECHNOLOGY LABORATORY reasonable notice so as to give IAB TECHNOLOGY LABORATORY the opportunity to seek confidential treatment, a protective order, or similar remedies or relief prior to disclosure, to the extent allowed under applicable law.

- 3.2 Exclusions – On a Participant-by-Participant basis, Confidential Information shall not include information: (i) that is or becomes public knowledge through no fault of a Participant, (ii) was in a Participant's possession or otherwise known to a Participant, in each case, before disclosure by the Working Group, (iii) is rightfully received by a Participant from a third party outside of the Working Group without any duty of confidentiality relating thereto, or (iv) is independently developed by a Participant without any reliance on the information disclosed by the Working Group.
- 3.3 Participant Disclosures – Each Participant acknowledges and agrees that any information (whether written, including via email, or oral), documents, or other data that it discloses to a Working Group will not be considered the confidential information of such Participant. Except as otherwise specified in this IPR Policy, each Participant retains all of its intellectual property rights in and to any such information, documents, and data information.
- 3.4 Residuals – Nothing in this IPR Policy prohibits a Participant from freely using the Residuals from the Confidential Information, and no Participant shall have any obligation to limit or restrict the assignment of its respective employees or other personnel.
- 3.5 Publication – Notwithstanding anything to the contrary in this Section 3, in no event may a Participant of a Working Group Publish outside of such Working Group any non-finalized work product created or otherwise being worked on by such Working Group.

4. Representations, Warranties and Disclaimers

- 4.1 Each Participant represents and warrants that it is legally entitled to grant the rights and promises set forth in this IPR Policy. IN ALL OTHER RESPECTS THE CONTRIBUTIONS ARE PROVIDED "AS IS."
- 4.2 The entire risk as to implementing or otherwise using any Draft Specification, Final Specification, and any other work product of any Working Group will be assumed by the implementers and users. Except as stated herein, each Participant expressly disclaims any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, in each case, related to its



Contributions, any specifications, or any other work product covered by this IPR Policy. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS IPR POLICY, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

5. **Definitions**

- 5.1 “Affiliate” means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity.
- 5.2 “Collective Work” means any work of authorship arising out of a Working Group, including, but not limited to, all software code, Draft Specifications, Final Specifications, and implementation examples.
- 5.3 “Contribution” means any original work of authorship that Participant submits in writing for inclusion in the work product of a Working Group. For the purposes of this definition, “submit” means any form of written communication, including electronic communication, for the purpose of discussing and improving the work product but excluding communications that Participant conspicuously designates in writing as not being a Contribution (as such term is defined in the first sentence of this section).
- 5.4 “Control” (including “Controls” or “Controlled”) means direct or indirect control of more than 50% of the voting stock or decision-making authority.
- 5.5 “Covered Implementation” means (i) those portions of a product (hardware, software, or combinations thereof) that implement and comply with all Normative Elements of the required portions of the Final Specification and (ii) the Normative Elements of any optional portions of the Final Specification.
- 5.6 “Draft Specification” means all versions of a document (except a Final Specification) developed by a Working 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 Specification.
- 5.7 “Final Specification” means the final version and contents of any Draft Specification adopted by the working group subject to the IAB TECHNOLOGY LABORATORY bylaws. For purposes of this definition, the Final Specification will not include any implementation examples included in a Final Specification
- 5.8 “IAB TECHNOLOGY LABORATORY” means IAB Technology Laboratory, Inc.
- 5.9 “Necessary Claims” means those claims in any patent or patent application in any jurisdiction that would necessarily be infringed by an implementation of the Normative Elements of a particular Final Specification. A claim is necessarily infringed only when there is no technically non-infringing alternative. “Necessary Claims” include only those claims that read on Normative Elements, which, as set forth below, do not include matters merely referenced in the Final Specification, such as enabling technologies and other published specifications (even



if necessary to make or use a product that conforms to the Final Specification), reference implementations, or examples that are not required to conform to the Final Specification.

- 5.10 “Normative Elements” means those elements of the Final Specification that are fully set forth in detail and must be implemented to conform to the Final Specification (including, if applicable, required elements of optional parts of the Final Specification) that are required for interoperability; no other matters whatsoever are Normative Elements. Normative Elements do not include source code or matters merely referenced in the Final Specification, such as enabling technologies, other published specifications referenced by the Final Specification (even if necessary to make or use a product that conforms to the Final Specification), reference implementations, or examples that are not required to conform to the Final Specification.
- 5.11 “Participant” means a member of IAB TECHNOLOGY LABORATORY or a non-member that, in each case, has joined a particular Working Group in accordance with IAB TECHNOLOGY LABORATORY policies, procedures, and other mechanisms or otherwise attends a session of such Working Group.
- 5.12 “Publish” means circulate, distribute, or print information for the public at large.
- 5.13 “Residuals” shall mean the Confidential Information in non-tangible form (i.e., not written or other documentary form, including tape or disk) that is incidentally retained in the memories of a Participant who has had access to the Confidential Information and where the source of the Confidential Information has become remote (e.g., as a result of the passage of time or a Participant’s subsequent exposure to information of a similar nature from other sources) such that the Participant in good faith can no longer identify such source.
- 5.14 “Working Group” means any IAB TECHNOLOGY LABORATORY working group, council, committee, or taskforce which develops any work product (including, without limitation, any technical documents) and that, in each case, operates according to policies, procedures, and other mechanisms set by IAB TECHNOLOGY LABORATORY.



Exhibit A

The following is a template Patent Notification Period notice that the IAB TECHNOLOGY LABORATORY Working Group administrator may use to help effectuate its and other Participants' respective obligations under Section 2.2.2 in the body of the IPR Policy:

To [INSERT NAME OF RELEVANT WORKING GROUP],

This email serves as notice of the commencement of the patent notification period for the draft specification for ["INSERT NAME OF SUBJECT OF DRAFT SPECIFICATION"] (the "Draft Specification"). **This patent notification period will expire on [INSERT DATE THAT IS AT LEAST 30 CALENDAR DAYS FROM THE DATE OF THIS EMAIL].**

If you have actual knowledge that you or your employer (or its affiliates) has patents or published patent applications that would necessarily be infringed by the implementation of the Draft Specification's required elements, then, during this period, **you must notify [INSERT IAB TECHNOLOGY LABORATORY CONTACT ADDRESS HERE] in writing (email suffices) of the existence of such patents or published patent applications.**

Note that, other than as expressly stated above, this notification period does not require you to conduct any patent or other intellectual property searches of any kind or take any other action.

Please contact me immediately if you have any questions.

Sincerely,

[INSERT RELEVANT NAME]