



INDUSTRY FORUM

5177 Brandin Court
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www.vr-if.org

Appendix A – IPR Policy

VR INDUSTRY FORUM, INC.

INTELLECTUAL PROPERTY RIGHTS POLICY

1. IPR Generally

1.1 Purpose

VR Industry Forum, Inc. (“VRIF”) has adopted this Intellectual Property Rights Policy (the “Policy”) and the Bylaws, as may be amended from time to time (collectively, the “Rules of Procedure”).

1.2 Applicability and Modification

(a) All Members, all Representatives, and all third parties attending any Work Group meeting are subject to the Rules of Procedure.

(b) Modifications

(i) This Policy shall be modified to include provisions related to patents before any Work Group can take up a Project that may require a license to patents or patentable subject matter. Any such modification shall govern how Members may bind themselves to patent licensing commitments and/or disclosures of patents and patent applications that may be needed to implement a Final Deliverable where appropriate. A call for Policy modification to ensure a Policy addresses such license to patents shall be triggered and effectuated only in accordance with Section 7 below.

(ii) Any other modifications to this Policy shall be considered by all Members of the Board and may be approved by a Supermajority vote of the Board.

2. Definitions



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Capitalized terms not defined in this this Policy have the meaning assigned to them in the Bylaws.

Term	Definition
Confidential Information	Any information that is disclosed, discussed and/or exchanged during any activity of VRIF which (except as specified in Section 6 below) is marked or designated as confidential in any tangible means, as well as any copies or abstracts of such information, and portions of minutes of any Work Group meeting that would disclose such information. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) becomes publicly available other than via a breach of a duty not to disclose such Confidential Information pursuant to this 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 VRIF or the disclosing party without restriction on disclosure.
Contribution	An affirmative and knowing contribution of IPR with the intention that such IPR be considered for inclusion in a Final Deliverable that is made by a Participant at any time during a Project meeting, where such contribution has been recorded in the minutes of such meeting, and where the maker of the contribution has not objected to such text within 10 business days after the minutes have been posted for review by all Project Participants.
Contributor	Both a Member as well as any Representative(s) of a Member, and any other person or entity making a Contribution.
Draft Deliverable	A Draft Informational Document, Draft Guideline or Draft Test Material
Draft Informational Document	Any recommendation, procedure, policy, educational materials, reports and the like that is developed by a Work Group or subgroup thereof or the Board of Directors or a committee thereof.
Draft Guideline	Any version of a document designated as a Draft Guideline and all Contributions thereto or any other written information



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Term	Definition
	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 a Final Guideline.
Draft Test Material	Any draft test suite, test Draft Guideline, test procedure, test tool or the like that is developed by a Work Group for the purpose of testing products.
Final Deliverable	A Draft Deliverable that has been formally adopted by VRIF. Unless the context otherwise requires, any reference to the adoption of a Final Deliverable shall also be deemed to apply to the adoption of an amendment to a Final Deliverable as well.
Final Informational Document	A Draft Informational Document that is approved by the Board of Directors in accordance with the Bylaws as final.
Final Guideline	A Draft Guideline adopted by the Board of Directors as the Final Guideline in accordance with the Bylaws as final.
Final Test Material	A Draft Test Material approved by the Board of Directors in accordance with the Bylaws as final.
Informational Document	A Draft Informational Document or Final Informational Document.
Implementers	Those Members who desire to use or implement a Final Deliverable.
IPR	An abbreviation of "Intellectual Property Rights". As used in this Policy, IPR means copyrights, but excludes patents (unless this Policy is modified in accordance with Section 7), trademarks and trade secrets.
Participant	Any Member that enrolls to take part in a Project
Project	A formally chartered VRIF activity that is intended to produce a Final Deliverable.
Representative	Any individual authorized to act on behalf of a Member in connection with a Project whether an employee or contractor of such Member.

3. Copyrights

3.1 Copyright in Final Deliverables

The collective work rights and copyright for all Final Deliverables shall belong to VRIF and all Members of VRIF and all Representatives agree to this by their participation and contributions to Draft Deliverables and Final Deliverables. A Final Guideline may include



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implementation examples, so long as such materials are free of any non-copyright licensing requirements.

3.2 Contributions of Copyrighted Materials

Each Contributor who contributes copyrighted materials to VRIF shall retain copyright ownership of its original work, while at the same time granting VRIF (i) a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license under the Contributor's copyrights in its Contribution to reproduce, distribute, publish, display, perform, and create derivative works of the Contribution based on that original work for the purpose of developing a Draft Deliverable, and (ii) the right to sublicense the same rights to Members and third parties for the purpose of implementing the Final Deliverable in software.

3.3 Document Notations

All electronic and tangible copies of Draft Deliverables that are subject to public comment, and all Final Deliverables, shall include the following introductory language:

"THIS FINAL DELIVERABLE IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF THIS FINAL DELIVERABLE SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND NEITHER VRIF, NOR ANY OF ITS MEMBERS OR CONTRIBUTORS, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THIS FINAL DELIVERABLE."

4. Trade Secrets

Participants and other Members will not be expected to reveal trade secret information in the course of participation in any VRIF activity. VRIF will not be held responsible for the disclosure of any Member's or non-Member's trade secrets, regardless of the circumstances.

5. Trademarks



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5.1 VRIF Trademarks

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

5.2 Non-VRIF Trademarks

VRIF'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.

6. Non-Disclosure

(a) 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:

- (i) 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;
- (ii) 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;
- (iii) in confidence to employees or contractors on a need to know basis within a Member or an Affiliate thereof;
- (iv) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; and
- (v) in confidence to its legal counsel in connection with providing legal advice.

Each party shall mark any copies of Confidential Information it makes "confidential" or with a similar legend. Unless the parties agree otherwise, this



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obligation of confidentiality will expire three (3) years after the date of disclosure of Confidential Information.

(b) 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 VRIF's or another Member's Confidential Information and without breach of the terms of the Member Agreement.

(c) The Members agree that Contributions, Draft Deliverables and minutes of meetings of VRIF or a Work Group 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:

- (i) with the prior written consent of the applicable Member;
- (ii) 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;
- (iii) 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;
- (iv) to employees or contractors on a need to know basis within an Affiliate of a Member under similar nondisclosure obligations; or
- (v) 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;
- (vi) 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



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and documentation shall not be a violation of the obligations in this section.

7. Modification of this Policy to Facilitate Patentable Contributions

7.1 Circumstances requiring consideration of modification of this Policy.

If any Final Deliverable to be released by VRIF is in the nature of a technical specification with mandatory or normative statements that may necessitate the Members to agree to provide patent licenses to implement such Final Guideline, the Board of Directors shall consider modification of this Policy to add patent-related terms, or alternatively, not release such a Final Deliverable without modification to remove such mandatory statements. Without such modification, no Member shall be obligated to make, or has made, any commitment to license any patents under this Policy or the Rules of Procedure.

7.2 Triggers and time constraints on Policy modification

(a) Any Member with knowledge of the activities of a particular Work Group, who believes in good faith that the activity of that Work Group is changing to include creation of a Final or Draft Deliverable that may require a license to patents or patentable subject matter, shall have the right to notify the Board to trigger a Board decision on whether to create and adopt patent-related modifications to this Policy. The Board shall consider whether it is necessary to adopt such modifications to this Policy and shall have 60 days in which to make a decision from the date written notice is provided by such notifying Member. Work on the applicable activity of the Work Group shall cease for that 60 day period, unless a decision of the Board that a modification of Policy has been adopted or is not needed is made and communicated earlier to the Work Group and notifying Member. If the Board determines by Supermajority that patent-related provisions are required in this Policy, it shall seek to draft and adopt them (by additional Supermajority vote) as quickly as possible, and the applicable activities of the relevant Work Group shall remain suspended until such modifications are adopted.

(b) Should the Board determine that a Work Group Charter (either during formation of the Work Group or on consideration of a request to modify a Work Group Charter) may include the creation of a Final or Draft Deliverable that may require a license to patents or patentable subject matter, it shall have 60 days from that determination to create and adopt, by Supermajority vote, modifications to this Policy to cover patent-related issues.



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(c) If any Final Deliverable is created that requires patentable technology to implement, in the good faith opinion of a Member, prior to adoption of Policy modifications related to patents of the Members, and VRIF wishes to contribute that Final Deliverable to any standards body having a pre-existing IPR policy that may obligate Contributors to license their patents under any terms, that Member shall have the option of triggering a Board decision to adopt modifications of this Policy. If the Board determines by Supermajority that patent-related provisions are required in this Policy, it shall seek to draft and adopt them (by additional Supermajority vote) as quickly as possible. Any Board decision to modify this Policy should also consider provisions that include criteria for selecting a standards body with an IPR policy acceptable to the Members of VRIF and no contribution of such Final Deliverable shall be made prior to adoption of modifications of this Policy.

(d) Any Member or Contributor may withdraw any or all of its Contributions within 60 days of notification of adoption of a Policy modification.

8. Survival of Obligations

(a) Any obligations that a Member incurs under this Policy shall continue in force after the Member ceases to be a Member for any reason. However, no Member shall become subject to any new obligations under this Policy after it ceases to be a Member.

(b) VRIF shall have the right to assign all of its rights under this Policy, and the right to enforce all obligations incurred by Members and Participants under this Policy, to any legally-permitted successor to VRIF.