

Open Web Foundation Agreement 0.9  
**Open Web Foundation Agreement**

**Version 0.9**

***[Insert Specification Name and Version Number]***

**Signing Instructions.** Individuals. If you are signing this Agreement as an individual, please sign below and check the “Individual” box. Corporate/Entity. If you are signing this Agreement on behalf of a corporation, employer, partnership, or similar legal entity, ensure that an authorized individual signs the Agreement and includes the highest entity in the corporate hierarchy that will be granting rights under this Agreement as the Bound Entity.

1. The Purpose of this Agreement. This Agreement sets forth the terms under which I make certain copyright and patent rights available to you for your Implementation of the Specification. Capitalized terms are defined in the Agreement’s last section.

2. Copyright.

2.1. Copyright Grant. I grant to you a perpetual (for the duration of the applicable copyright), worldwide, non-exclusive, no-charge, royalty-free, copyright license, without any obligation for accounting to me, to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, distribute, and implement the Specification to the full extent of my copyright interest in the Specification.

2.2. Attribution. As a condition of the copyright grant, you must include an attribution to the Specification in any derivative work you make based on the Specification. That attribution must include, at minimum, the Specification name and version number.

3. Patents.

3.1. Patent Non-Assert.

3.1.1. The Promise. I, on behalf of myself and my successors in interest and assigns, irrevocably promise not to assert my Necessary Claims against you for your Implementation, subject to the following. This is a personal promise directly from me to you, and you acknowledge as a condition of benefiting from it that no rights from me are received from suppliers, distributors, or otherwise in connection with this promise. This promise also applies to your making, using, selling, offering for sale, importing or distributing an implementation of any subsequent derivative works incorporating the Specification 1) only to the extent that it implements the Specification, and 2) so long as all required portions of the

Specification are implemented. This promise does not extend to any portion of the derivative work that was not included in the Specification.

3.1.2. Termination.

3.1.2.1. As a Result of Claims by You. All rights, grants, and promises made by me to you under this Agreement are terminated if you file, maintain, or voluntarily participate in a lawsuit against me or any person or entity asserting that its Implementation infringes your Necessary Claims, unless that suit was in response to a corresponding suit first brought against you.

3.1.2.2. As Result of Claims by a Related Entity. If a Related Entity of mine files, maintains, or voluntarily participates in a lawsuit asserting that an Implementation infringes its Necessary Claims, then I relinquish any rights, grants, and promises I have received for the Specification from other signatories of this Agreement, unless a) my promise to you was terminated pursuant to section 3.1.2.1, or b) that suit was in response to a corresponding suit first brought by you against the Related Entity.

3.1.3. Additional Conditions. This promise is not an assurance (i) that any of my copyrights or issued patent claims covers an Implementation or are enforceable or (ii) that an Implementation would not infringe intellectual property rights of any third party. Notwithstanding the personal nature of my promise, this promise is intended to be binding on any future owner, assignee or exclusive licensee who has been given the right to enforce any Necessary Claims against third parties.

3.1.4. Bankruptcy. Solely for purposes of Section 365(n) of Title 11, United States Bankruptcy Code and any equivalent law in any foreign jurisdiction, this promise will be treated as if it were a license and you may elect to retain your rights under this promise if I (or any owner of any patents or patent applications referenced herein), as a debtor in possession, or a bankruptcy trustee, reject this non-assert.

3.2. Patent License Commitment. In addition to rights granted in 3.1, on behalf of me and my successors in interest and assigns, I agree to grant to you a no charge, royalty free license to my Necessary Claims on reasonable and non-discriminatory terms solely for your Implementation.

4. Good Faith Obligation. I agree that I have not and will not knowingly take any action for the purpose of circumventing my obligations under this Agreement.

5. Disclaimers. THIS SPECIFICATION IS PROVIDED "AS IS." I expressly disclaim any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the Specification. The entire risk as to implementing or otherwise using the Specification is assumed by the Specification implementer and user. 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 AGREEMENT, 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. All of my obligations under Section 3 regarding the transfer, successors in interest, or assignment of Necessary Claims will be satisfied if I notify the transferee or assignee of any patent that I know contains Necessary Claims of the obligations under Section 3. Nothing in this Agreement requires me to undertake a patent search.

6. Definitions.

6.1. Agreement. "Agreement" means this document, which sets forth the rights, grants, promises, limitations, conditions, obligations, and disclaimers made available for the particular Specification.

6.2. Bound Entities. "Bound Entities" means the entity listed below and any entities that the Bound Entity Controls.

6.3. Control. "Control" means direct or indirect control of more than 50% of the voting power to elect directors of that corporation, or for any other entity, the power to direct management of such entity.

6.4. I, Me, or My. "I," "me," or "my" refers to the signatory below and its Bound Entities, if applicable.

6.5. Implementation. "Implementation" means making, using, selling, offering for sale, importing or distributing any implementation of the Specification 1) only to the extent it implements the Specification and 2) so long as all required portions of the Specification are implemented.

6.6. Necessary Claims. "Necessary Claims" are those patent claims that a party owns or controls, including those claims acquired after the Date below, that are necessary to implement the required portions (including the required elements of optional portions) of the Specification that are described in detail and not merely referenced in the Specification.

6.7. Related Entities. "Related Entities" means 1) any entity that Controls the Bound Entity ("Upstream Entity"), and 2) any other entity that is Controlled by an Upstream Entity that is not itself a Bound Entity.

6.8. Specification. "Specification" means the \_\_\_\_\_ version \_\_\_\_\_ specification as of the Date entered below.

6.9. You or Your. “You,” “you,” or “your” means any person or entity who exercises copyright or patent rights granted under this Agreement, and any person or entity you Control.

**By:** \_\_\_\_\_

(Authorized Signature)

**Name:** \_\_\_\_\_

(Print Name)

**On Behalf of:** \_\_\_\_\_

(Highest level **Bound Entity** that is bound to this Agreement)

**Date:** \_\_\_\_\_