

MIOTY ALLIANCE

IPR POLICY

December 2021

1. Introduction

- (1) As an Association to represent the interests of developers, manufacturers and users in the field of radio transmission technology mioty alliance e.V. (referred to as “MIOTY ALLIANCE.”) promotes and supports e.g.
 - open, cross-manufacturer, consistent and transparent standards, and principles for the manufacturing of MIOTY-compatible device,
 - technical advancement of the MIOTY technology,
 - development of specifications to assure the interoperability of sensor profiles for radio products using the ETSI TS 103357 TS-UNB radio standard.

- (2) That being said, the IPR policy shall provide a framework for handling IPR-related matters (patents, copyrights and software) within the MIOTY ALLIANCE. It is based on the rules of procedure of the ETSI IPR policy dated 3 September 2020, since MIOTY ALLIANCE supports further versions or updates of protocols related to MIOTY as
 - defined by the Technical Committee of the MIOTY ALLIANCE as TECHNICAL SPECIFICATION
 - or are to be established as a STANDARD by e.g. ETSI.

That said, STANDARDIZATION procedures with other STANDARDIZATION bodies as well as specification procedures with other organizations shall be possible in the future.

- (3) Therefore, it is essential to apply this IPR policy by all MIOTY ALLIANCE MEMBERS worldwide.

2. Disclosure of IPR

- (1) Each MEMBER shall use its reasonable endeavours, in particular during the preparation and development of a TECHNICAL SPECIFICATION, wherever it participates, to inform the MIOTY ALLIANCE of ESSENTIAL IPRs owned worldwide by the MEMBER or a THIRD PARTY in a timely fashion. The same applies to a MEMBER taking part in a STANDARDIZATION process or the preparations therefore.

- (2) In particular, a MEMBER submitting a technical proposal for a TECHNICAL SPECIFICATION shall, on a bona fide basis, draw the attention of the MIOTY ALLIANCE to any of that MEMBER's IPR

which might be ESSENTIAL if that proposal is adopted. The same applies again to a MEMBER taking part in a STANDARDIZATION process or the preparations therefore.

- (3) This does however not imply any obligation on MEMBERS to conduct IPR searches.

3. Availability of Licences

3.1 FRAND Licenses

- (1) When an ESSENTIAL IPR relating to a particular TECHNICAL SPECIFICATION or a STANDARDIZATION process is brought to the attention of the MIOTY ALLIANCE, the APPOINTED REPRESENTATIVE OF THE EXECUTIVE BOARD of the MIOTY ALLIANCE shall immediately request the owner if he intends to opt in to the following undertaking to grant irrevocable licenses on fair, reasonable and non-discriminatory (“FRAND”) terms and conditions according to this POLICY and to at least the following extent:

- MANUFACTURE, including the right to make or have made customized components and sub-systems to the licensee's own design for use in MANUFACTURE;
- sell, lease, or otherwise dispose of EQUIPMENT so MANUFACTURED;
- repair, use, or operate EQUIPMENT; and
- use METHODS.

(FRAND LICENSING UNDERTAKING)

- (2) The above undertaking may be made subject to the condition that those who seek licenses agree to reciprocate.

- (3) MEMBERS or any person subject to this POLICY shall submit the above undertaking except rights of THIRD PARTIES would be violated by such undertaking or other legal aspects stand against such submission.

The APPOINTED REPRESENTATIVE OF THE EXECUTIVE BOARD is to request the decision of a Member about submitting an undertaking according to paragraph 2 within three months upon the request made.

A MEMBER shall inform the APPOINTED REPRESENTATIVE of its decision and provide a written explanation of its reasons of refusal within the said three months.

- (4) Which IPR is to be considered ESSENTIAL IPR relating to a particular TECHNICAL SPECIFICATION in a STANDARDIZATION process is decided by the TECHNICAL COMMITTEE of the MIOTY ALLIANCE according to its family rules.

3.2 Transfer of Ownership of Essential IPR

- (1) Each MEMBER agrees that it will not transfer or has transferred ESSENTIAL IPR solely for the purpose of circumventing such MEMBER’s obligations under this IPR Policy.

- (2) FRAND LICENSING UNDERTAKINGS shall be interpreted as encumbrances that bind all successors-in-interest.
- (3) Recognizing that this interpretation may not apply in all legal jurisdictions, any declarant who has submitted a FRAND LICENSING UNDERTAKING according to this POLICY who transfers ownership of ESSENTIAL IPR to third parties (hereinafter "TRANSFEREE") that is subject to such undertaking shall only transfer ESSENTIAL IPR to a TRANSFEREE, that agrees in writing to (i) be bound by all commitments previously made by the declarant(s) under this POLICY with respect to such ESSENTIAL IPR, and (ii) is to include appropriate provisions in the relevant transfer documents to ensure that the undertaking is binding on the TRANSFEREE and that the TRANSFEREE will similarly include appropriate provisions in the event of future transfers with the goal of binding all successors-in-interest. Proof of the acceptance to be bound to this POLICY and related commitments by TRANSFEREE is to be provided to the MIOTY ALLIANCE. The obligation hereto is to be part of the declarants FRAND LICENSING UNDERTAKING.
- (4) A FRAND LICENSING UNDERTAKING shall be interpreted as binding on successors-in-interest regardless of whether such provisions are included in the relevant transfer documents.

3.3 Temporary Suspension of Work of the Committee

As long as the requested undertaking of the IPR owner is not granted, the COMMITTEE CHAIRMEN should, if appropriate, in consultation with the EXECUTIVE BOARD (SUPPORTED BY AN IPR POLICY OFFICER) use their judgment as to whether or not the COMMITTEE should suspend work on the relevant parts of the TECHNICAL SPECIFICATION or the ongoing process of STANDARDIZATION until the matter has been resolved and/or submit for approval any relevant TECHNICAL SPECIFICATION or any further relevant input to ongoing process of STANDARDIZATION.

4. Non-Availability of Licenses (Prior to Publication or closing of a standardization process)

4.1 Existence of a viable alternative technology

- (1) Where during a specification process or its individual stages an IPR owner informs the MIOTY ALLIANCE that he is not prepared to license an IPR in respect of a TECHNICAL SPECIFICATION or does not inform about his decision to opt in on the FRAND UNDERTAKING the EXECUTIVE BOARD shall review the requirement for that TECHNICAL SPECIFICATION and satisfy itself that a viable alternative technology is available for the TECHNICAL SPECIFICATION which is not blocked by that IPR; and satisfies the MIOTY ALLIANCE's requirements. The same applies in case of an oncoming STANDARDIZATION process.
- (2) The COMMITTEE CHAIRMEN may consult the EXECUTIVE BOARD for resolution of potential disputes.

4.2 Non-existence of a viable alternative technology

- (1) Prior to any decision by the EXECUTIVE BOARD, the TECHNICAL COMMITTEE should in consultation with the EXECUTIVE BOARD (SUPPORTED BY AN IPR POLICY OFFICER) use their judgment as to whether or not the TECHNICAL COMMITTEE should pursue development of the concerned parts of the TECHNICAL SPECIFICATION based on the non-available technology and should look for alternative solutions.
- (2) Where, in the opinion of the EXECUTIVE BOARD, no such viable alternative technology exists, work on the TECHNICAL SPECIFICATION or the STANDARDIZATION process shall cease.

5. Non-Availability of Licenses (After Publication or closing of a standardization process)

Where, in respect of a published TECHNICAL SPECIFICATION or a closed STANDARDIZATION process, the MIOTY ALLIANCE becomes aware that licences are not available from an IPR owner, that TECHNICAL SPECIFICATION or STANDARDIZATION process shall be referred to the APPOINTED REPRESENTATIVE OF THE EXECUTIVE BOARD of the MIOTY ALLIANCE for further consideration in accordance with the following procedure:

1. The APPOINTED REPRESENTATIVE OF THE EXECUTIVE BOARD shall request full supporting details from any MEMBER or third party who has complained that licences are not available.
2. The APPOINTED REPRESENTATIVE OF THE EXECUTIVE BOARD shall write to the IPR owner concerned for an explanation and request to declare within one month, whether a FRAND licenses will be granted.
3. A MEMBER shall inform the APPOINTED REPRESENTATIVE of its decision and provide a written explanation of its reasons of refusal within the said one month.
4. The EXECUTIVE BOARD may extend the said period up to three months if a MEMBER requests so. The extension is to be decided upon by a simple majority of the members of the EDXECUTIVE BOARD.
5. Where the IPR owner refuses the APPOINTED REPRESENTATIVE's request or does not answer the letter within one month or within the extended period, the APPOINTED REPRESENTATIVE shall inform the EXECUTIVE BOARD and, if available, provide the EXECUTIVE BOARD with the IPR owner's explanation for consideration. A vote shall be taken in the EXECUTIVE BOARD whether to refer immediately the TECHNICAL SPECIFICATION to the relevant COMMITTEE to modify it so that the IPR is no longer infringed.

6. Ownership of IPRs, Licensing

6.1 Copyrights

- (1) Copyrights created in due course of work of the MIOTY ALLIANCE or contributed to this work, especially of but not limited to its TECHNICAL COMMITTEE, by MEMBERS of the MIOTY ALLIANCE or THIRD PARTIES, having accepted this POLICY and taking part in that work, remains in the (co-) ownership of those MEMBERS or THIRD PARTIES. Notwithstanding the above, any such MEMBERS or THIRD PARTIES (co-) owning such copyright concerning contributions to
- specification processes, their preparation or TECHNICAL SPECIFICATIONS,
 - CODE AND DOCUMENTATION being part of the description of such specifications or specification processes
 - documents related to such STANDARDIZATION processes or specifications, especially technical documentation or reports

shall grant a perpetual, irrevocable, non-exclusive, royalty-free world-wide copyright-licenses of that said copyright to the MIOTY ALLIANCE to at least the following extend (contribution license):

- reproduce, display, distribute, change and, if possible, execute and use or exploit in any form that said contribution,
 - including sublicensing of the above to anybody interested to use the said SPECIFICATION or to pursue a STANDARDIZATION process aiming at creating a new STANDARD,
 - on behalf of the MIOTY ALLIANCE for the limited purpose of pursuing a specification process or creating a TECHNICAL SPECIFICATION as
 - open, cross-manufacturer, consistent and transparent standards, and principles for the manufacturing of MIOTY-compatible device
 - technical advancement of the MIOTY technology
 - to assure the interoperability of sensor profiles for radio products using the ETSI TS 103357 radio standardespecially as part of a new ETSI TS standard
 - to any implementer of that TECHNICAL SPECIFICATION or STANDARD to develop, manufacture and sell its products and use this standard or specification.
- (2) The obligation above does not include the licensing of any detailed implementation of CODE in a certain programming language or machine code for to solve any specific programming task for use in an actual computer program ready to use for whatever purpose (SOFTWARE).
- (3) The obligation above does include not only contributions of any published version of TECHNICAL SPECIFICATIONS and STANDARDS, their descriptions and documents in relation to them but also the intermediate versions of any of the foresaid.
- (4) The MIOTY ALLIANCE will not grant sublicenses, except that would be held necessary or useful for the specification process by the TECHNICAL COMMITTEE and the EXECUTIVE BOARD. In that case, the MIOTY ALLIANCE shall not pursue any fees or royalties from sublicensees of the

contributing license because this would hinder any STANDARDIZATION process which is in the best interest of the MIOTY ALLIANCE and its members. The EXECUTIVE BOARD shall decide to grant such sublicenses to such members which are commissioned to pursue a specification process.

- (5) Recognizing that not all legal jurisdictions may allow free licenses as stated above, any fee or royalty, which is legally due to a MEMBER under a certain jurisdiction and resulting for the contribution license, will be held as voluntary contribution of that MEMBER. In case of a NON-MEMBER granting the contribution, special regulations are to be made in the document being the legal basis for the participation of that person or entity in the work of the MIOTY ALLIANCE.
- (6) The (co-)ownership of the copyright in TECHNICAL SPECIFICATIONS documentation and reports created by the MIOTY ALLIANCE shall vest in the MIOTY ALLIANCE. In case of inventions the applicable law shall govern this issue e.g. the German Employee Invention Act. In case the person is not an employee so that there is no applicable law governing this issue, e.g. the EXECUTIVE BOARD or persons with comparable activities without a concrete employment/service relationship with MIOTY, the MIOTY ALLIANCE will conclude separate agreements with these persons concerning generated copyrights as well as inventions during their working time for the MIOTY ALLIANCE.
- (7) Members delegating personnel to the MIOTY ALLIANCE, especially but not limited to the TECHNICAL COMMITTEE, are to ensure that any copyright being generated by those personnel is to be granted or licensed to the MIOTY ALLIANCE as defined above free of any charge, royalty or whatsoever liability to the member or delegate. Any inventions generated by such members delegating personnel shall be governed by this IPR Policy.

6.2 SOFTWARE

- (1) In general, in the absence of any exceptional circumstances, where SOFTWARE is included in any element of a TECHNICAL SPECIFICATION there shall be no requirement to use that SOFTWARE for any purpose in order for an implementation to conform to the TECHNICAL SPECIFICATION, STANDARD or STANDARDIZATION process.
- (2) Without prejudice, any MEMBER or THIRD PARTY having accepted this POLICY contributing SOFTWARE voluntarily for inclusion in a TECHNICAL SPECIFICATION hereby grants, without monetary compensation or any restriction other than as set out, a perpetual irrevocable, non-exclusive, worldwide, royalty-free, copyright licence to prepare derivative works of (including adaptations, alterations) the contributed SOFTWARE and reproduce, display, distribute and execute the contributed SOFTWARE and derivative works for the following limited purposes:
 - i. to the MIOTY ALLIANCE and MEMBERS to evaluate the SOFTWARE and any derivative works thereof for determining whether to support the inclusion of the SOFTWARE in that TECHNICAL SPECIFICATION;
 - ii. to the MIOTY ALLIANCE to publish the SOFTWARE in that TECHNICAL SPECIFICATION;
and

- iii. to any implementer of that TECHNICAL SPECIFICATION to evaluate the SOFTWARE and any derivative works thereof for inclusion in its implementation of that TECHNICAL SPECIFICATION, and to determine whether its implementation conforms with that TECHNICAL SPECIFICATION.

A voluntary contributing MEMBER always decides by himself whether

- object code or source code is contributed and/or
 - the license contains just lit. i., or lit. i and ii. or i., ii. and iii
 - another MEMBER further developing, extending, changing or otherwise improving the licensed SOFTWARE shall be obligated to grant back to the MIOTY ALLIANCE and/or its MEMBERS and/or any implementer of that TECHNICAL SPECIFICATION a license under the same conditions as it was originally granted,
 - future versions of the licensed SOFTWARE
 - will also be contributed,
 - at which time they will be contributed and
 - whether the license contains just lit. i., or lit. i and ii. or i., ii. and iii.
- (3) Derivative works of the SOFTWARE provided under the premises above shall be subject to the same license as the original license granted by the MEMBER, which contributed the SOFTWARE. Any extensions of the purposes i to iii shall be subject to the approval of the MEMBER contributing the SOFTWARE.
 - (4) The copyright license granted above shall also extend to any implementer of that TECHNICAL SPECIFICATION for the purpose of using the SOFTWARE in any compliant implementation.
 - (5) With respect to the copyright licenses, no patent licence is granted by implication, estoppel or otherwise.

6.3 Warranties

- (1) Any MEMBER contributing according Sec 6.1 or 6.2 represents and warrants that to the best of its knowledge, it has the necessary copyright rights to license that contribution to the MIOTY ALLIANCE, MEMBERS and implementers of the TECHNICAL SPECIFICATION.
- (2) Anything contributed for inclusion in a TECHNICAL SPECIFICATION or a STANDARD is provided "AS IS" with no warranties, express or implied, including but not limited to, the warranties of merchantability, fitness for a particular purpose and non-infringement of intellectual property rights.
- (3) Further warranties are not given except stated otherwise by the MEMBER or legally stated.

6.4 Ownership-seeking and licenses

- (1) In respect of IPRs other than copyright in TECHNICAL SPECIFICATIONS or STANDARDIZATION processes documentation and reports, the MIOTY ALLIANCE shall only seek ownership of IPRs generated either by its employees, agents, auxiliary persons or by secondees to the MIOTY ALLIANCE from organizations who are not MEMBERS. The MIOTY ALLIANCE ensures on behalf

of MEMBERS delegating personnel to the MIOTY ALLIANCE, especially but not limited to the TECHNICAL COMMITTEES that any IPR other than copyright being generated by those personnel remains full property of the delegating MEMBERS.

- (2) In case of a possible invention by its employees, the MIOTY ALLIANCE shall claim that invention; the EXECUTIVE BOARD then shall consult the TECHNICAL COMMITTEE whether to register the invention or act otherwise and decide upon this in due course.
- (3) The MIOTY ALLIANCE shall, on request by anyone, grant licences on FRAND terms and conditions in respect of any IPRs, other than copyrights, owned by the MIOTY ALLIANCE.

7. Limitation of Liability

- (1) The MEMBER shall be held liable to other MEMBERS as well as the MIOTY ALLIANCE only for damages caused by any acts on occasion of working on STANDARDS and TECHNICAL SPECIFICATIONS especially contributions to the process of defining or describing those, for example CODE or SOFTWARE, if those damages were triggered by intentional or grossly negligent acts or by the breach of ESSENTIAL CONTRACTUAL OBLIGATIONS. In case of a slightly negligent breach of ESSENTIAL CONTRACTUAL OBLIGATIONS, the MEMBER shall be held liable only for the amount of the typical and foreseeable damage.
- (2) Liability for the loss of data is limited to the typical restoration effort, that would have occurred, if backup copies had been made regularly and in accordance with the risk. The MEMBER is not liable for such damage, that is based on another MEMBER or the MIOTY ALLIANCE interrupting or discontinuing the use of CODE or SOFTWARE.
- (3) The above regulations also apply in favor of the MEMBER's legal representatives, agents or any other auxiliary persons.
- (4) The exclusion of liability or the limitation of liability in the abovementioned regulations does not apply to damage resulting from injury to life, body or health as well as when a guarantee is given. This also applies to mandatory liability under the Product Liability Act.
- (5) Other than stated above, each MEMBER is full liable for any breach of obligations arising from this POLICYs Sec. 3.1, 3.2, 6.1 and 6.2.

8. Confidentiality

- (1) The proceedings of a COMMITTEE shall be regarded as **non-confidential except as expressly provided** below and all information submitted to a COMMITTEE shall be treated as if non-confidential and shall be available for public inspection unless:
 - the information is in written or other tangible form; and
 - the information is identified in writing, when submitted, as confidential; and

- the information is first submitted to, and accepted by, the chairman of the COMMITTEE as confidential.
- (2) CONFIDENTIAL INFORMATION incorporated in a TECHNICAL SPECIFICATION shall be regarded as non-confidential by the MIOTY ALLIANCE and its MEMBERS, from the date on which the TECHNICAL SPECIFICATION is published. The same applies to amendments of such TECHNICAL SPECIFICATIONS and STANDARDS or intermediate versions of them as well as to their, their descriptions and any documents related to them. The Chairman of a COMMITTEE, in which the TECHNICAL SPECIFICATIONS originates, is to decide whether intermediate versions of any TECHNICAL SPECIFICATIONS may be shared among MEMBERS or in certain bodies of the Alliance and persons otherwise subject to this POLICY.

9. Law and Regulation

- (1) The POLICY shall be governed by the laws of Germany. Nevertheless, it applies to any MEMBER, wherever based it may be and under what national or supranational law IPR may be granted to this member.
- (2) However, no MEMBER shall be obliged by the POLICY to commit a breach of the laws or regulations of its country or to act against supranational laws or regulations applicable to its country insofar as derogation by agreement between parties is not permitted by such laws.
- (3) Any right granted to, and any obligation imposed on, a MEMBER which derives from German law and which are not already contained in the national or supranational law applicable to that MEMBER is to be understood as being of solely a contractual nature.
- (4) All disputes arising out of or in connection with this IPR-policy shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Place of Arbitration shall be Nuremberg, Germany.

10. Effectiveness

- (1) This POLICY comes into effect with being enacted according to the Articles of Association of MIOTY ALLIANCE (date of effect). This POLICY becomes part of the Articles of Association.
- (2) The rights and obligations of MEMBERS according to this POLICY start from this date on but also refer to
- their current IPR having become or on this date being or later on become ESSENTIAL IPR, especially concerning the FRAND LICENSING UNDERTAKING according to this POLICY and the obligation declare on whether such undertaking will be submitted,
 - the obligations of Sec. 3.3 from this date on, but including their IPR as described in point 1,

- any contributions made to the work of the MIOTY ALLIANCE especially to its TECHNICAL COMMITTEE up to this date.

(3) THIRD PARTIES shall be subject to this policy by contractual obligation.

11. Definitions

- 1 "AFFILIATE" of a first legal entity means any other legal entity being permitted to use information and/ or further advantages originating of a MEMBERS membership according to Sec 2.1.8 of the Articles of Association by the EXECUTIVE BOARD.

Ownership or control shall exist through the direct or indirect:

- ownership of more than 50 % of the nominal value of the issued equity share capital or of more than 50 % of the shares entitling the holders to vote for the election of directors or persons performing similar functions; or
- right by any other means to elect or appoint directors, or persons who collectively can exercise such control. A state, a division of a state or other public entity operating under public law, or any legal entity, linked to the first legal entity solely through a state or any division of a state or other public entity operating under public law, shall be deemed to fall outside the definition of an AFFILIATE.

- 2 "CODE AND DOCUMENTATION" shall mean

- a set of instructions written in any programming language or formulas, used to define a TECHNICAL SPECIFICATION,
- data and stream structure definitions, such as ASN.1, TTCN, or XML data representations; and
- schema examples, such as SDL diagrams and data flow charts;

but not SOFTWARE (see No. 18 below).

- 3 "COMMITTEE" shall mean any COMMITTEES of MIOTY ALLIANCE including Working Groups of those said COMMITTEES. Which COMMITTEE is the relevant COMMITTEE is defined by the MIOTY ALLIANCE, its policies and by-Laws if not specified otherwise by this POLICY. The "TECHNICAL COMMITTEE" shall mean the COMMITTEE set up by the EXECUTIVE BOARD as required by the General Assembly of MIOTY on 5th of November 2019 to the topics of

- Standardization
- Certification
- Technical Requirements
- Roadmapping

The COMMITTEES and their working groups are usually staffed by MEMBERS, delegating personnel, especially employees, agents, auxiliary persons or by secondees to the MIOTY ALLIANCE, described in this POLICY as such or as “personnel”.

- 4 "CONFIDENTIAL INFORMATION" shall mean all information deemed to be confidential pursuant to Clause 8 of this POLICY disclosed directly or indirectly to the MEMBER.
- 5 "EQUIPMENT" shall mean any system, or device fully conforming to a present or future STANDARD as well as present or future TECHNICAL SPECIFICATION.
- 6 "ESSENTIAL" as applied to IPR means that it is not possible on technical (but not commercial) grounds, taking into account normal technical practice and the state of the art generally available at the time of STANDARDIZATION, to make, sell, lease, otherwise dispose of, repair, use or operate EQUIPMENT or METHODS which comply with a STANDARD without infringing that IPR. For the avoidance of doubt in exceptional cases where a STANDARD can only be implemented by technical solutions, all of which are infringements of IPRs, all such IPRs shall be considered ESSENTIAL.
- 7 “ESSENTIAL CONTRACTUAL OBLIGATIONS” are those whose fulfillment characterizes the contract – which means in particular Articles of Association, amendments and by-laws, policies and similar acts rightfully enacted by the MIOTY Alliance and on which any MEMBER can rely.
8. EXECUTIVE BOARD means the legal representative body of MIOTY ALLIANCE, called Association Board by its Articles of association
- 9 “FRAND LICENSE UNDERTAKING” means an irrevocable undertaking in writing that it is prepared to grant irrevocable licenses on fair, reasonable and non-discriminatory (“FRAND”) as defined in Article 3.1, 3.2 and 3.3.
- 10 "IPR" shall mean any intellectual property right conferred by statute law including applications therefor other than trademarks. For the avoidance of doubt rights relating to get-up, confidential information, trade secrets or the like are excluded from the definition of IPR.
- 11 "MANUFACTURE" shall mean production of EQUIPMENT.

12 "MEMBER" shall mean member of MIOTY ALLIANCE. References to a MEMBER shall wherever the context permits be interpreted as references to that MEMBER and its AFFILIATES.

13 "METHODS" shall mean any method or operation fully conforming to a STANDARD.

14 MIOTY ALLIANCE shall mean "mioty alliance e.V.", being entered in the registry of associations of the Local Court of Nuremberg under VR 202493.

15 "PATENT" shall mean Patents and utility models worldwide.

16 "POLICY" shall mean MIOTY ALLIANCE's Intellectual Property Rights Policy.

17 For the purpose of this IPR Policy, "SOFTWARE" shall mean:

- a set of instructions written in any programming language that either directly, or when further compiled, performs a function when executed by hardware that processes data according to instructions, such as an audio or video CODEC; but also
- which can be transformed, either directly, or when further compiled, into usable/implementable code.

18 "STANDARD" as used in this document means an official technical description issued by standardization organizations.

The date on which a STANDARD is considered to be adopted by MIOTY ALLIANCE for the purposes of this POLICY shall be the date on which the technical content of that STANDARD was available to all MEMBERS.

STANDARDIZATION shall mean the creation of a STANDARD executed and/or performed by a Standardization organization, e.g. ETSI.

19 "TECHNICAL SPECIFICATION" shall mean any Technical Specification (TS) adopted or produced by MIOTY ALLIANCE including options therein or amended version including drafts.

The date on which a TECHNICAL SPECIFICATION is considered to be adopted by MIOTY ALLIANCE for the purposes of this POLICY shall be the date on which the technical content of that TECHNICAL SPECIFICATION was available to all MEMBERS.

20 "THIRD PARTIES" are any Parties except MIOTY Alliance and its MEMBERS.