

OpenAjax Alliance IPR Policy

1. Definitions

1.1 "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.

1.2 "Approved" means, when referring to Material, that the Material in question has been approved in accordance with the requirements of the Alliance.

1.3 "Code" shall mean computer software (either source or object versions), including XML schema, DTDs, and other data or document formats.

1.4 "Contribution" means any work of authorship, including any modifications or additions to an existing work, that is submitted to the Alliance for inclusion in any Material. For the purposes of this definition, "submitted" means any form of electronic or written communication sent to the Alliance or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, wikis, and other systems that are managed by, or on behalf of, the Alliance for the purpose of developing, discussing, or distributing Material.

1.5 "Contributor" means any Member or any non-Member that submits a Contribution to the Alliance.

1.6 "Covered Claims" means those claims of a patent or patent application, throughout the world, excluding design patents and design registrations, owned or controlled, or that can be sublicensed in compliance with the requirements of this IPR Policy, by a Member or Contributor or Affiliates of either now or at any future time and that would necessarily be infringed by the creation or use of any implementation of any: (a) Specification that was Approved prior to or during the Member's or Contributor's participation in the Alliance or (b) Contribution by Contributor that is incorporated into the Normative Portions of any Approved Specification, regardless of when such Specification was Approved. A claim is necessarily infringed hereunder only when it is not possible to avoid infringing it because there is no feasible non-infringing alternative for implementing the Normative Portions of the Approved Specification. Notwithstanding the foregoing, Covered Claims shall not include any claims other than as set forth above even if contained in the same patent as Covered Claims; or that read solely on any implementations of any portion of the Approved Specification that are not required by the Normative Portions of the Approved Specification, or that, if licensed, would require a payment of royalties by the licensor to unaffiliated third parties. Moreover, Covered Claims shall not include (i) any enabling technologies that may be necessary to make or use any Covered Product but are not themselves expressly set forth in the Approved Specification (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, and the like); or (ii) the implementation of other published standards developed elsewhere and merely referred to in the body of the Approved Specification. For purposes of this definition, the Approved Specification shall be deemed to include only architectural and interconnection requirements essential for interoperability and shall not include any implementation examples unless such implementation examples are expressly identified as being required for compliance with the Approved Specification.

1.7 "Covered Products" means only those specific portions of products (hardware, software or combinations thereof) that implement and are compliant with Normative Portions of an Approved Specification.

1.8 "Material" means roadmaps, Specifications, testing materials, sample implementations, and such other works of authorship developed within or contributed to the Alliance.

1.9 "Member" shall mean Members of the Alliance as defined in the OpenAjax Alliance Members Agreement.

1.10 "Normative Portions" means a portion of a Specification that must be implemented to comply with such Specification. If such Specification defines optional parts, Normative Portions include those portions of the optional part that must be implemented if the implementation is to comply with such optional part.

1.11 "Specification" means a document that prescribes, in a complete, precise, and verifiable manner, the requirements, behavior, and required interfaces of a software system or component or the method by which multiple Specifications (such as HTML and Javascript) should be used together to provide an interoperable development or runtime environment for OpenAjax programming technologies and techniques.

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