FIDO IPR Summary

October 11, 2017

USAA-1049
USAA v. PACid Technologies
IPR2025-00697

FIDO IPR: Summary (1 of 2)

The Goal of the FIDO Alliance IPR Policy is to Support the Delivery of Open Unencumbered Specifications

- **IP Ownership:**
  - Ownership of IP is always retained by member companies
- **Patent Non-Assert Promise:**
  - Members promise not to assert their patent rights under specific circumstances
  - Non-assert promise limited initially to and among Working Group members for purposes of developing documents that support the vision of the FIDO Alliance
  - The promise is expanded incrementally over time, allowing for implementations by Working Group members, by all Members and ultimately non-Members, according to the process defined in this deck
- **Withdrawal of Promise is Allowed:**
  - During the IPR Review Period (upon complete documentation to the BoD)
  - Upon leaving a Working Group (only for early stage specifications)
  - When Specification reaches Proposed Standard (but not if in WG)

Proprietary and Confidential

FIDO IPR: Summary (2 of 2)

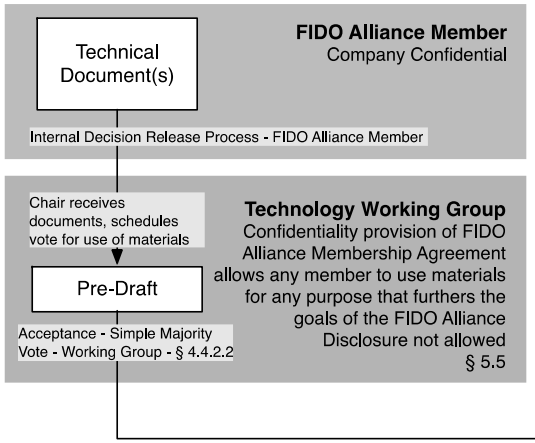
The Goal of the FIDO Alliance IPR Policy is to Support the Delivery of Open Unencumbered Specifications

- **Enforcement**:
  - All rights, grants and promises enjoyed by a Member are terminated if they voluntarily file or participate in a patent infringement lawsuit against a Member or a Covered Third Party
  - Exception for counter-suits from a Member for infringement
- **Complete Implementation**:
  - Commercial sales and distribution rights are conditioned on complete implementations of the Specification

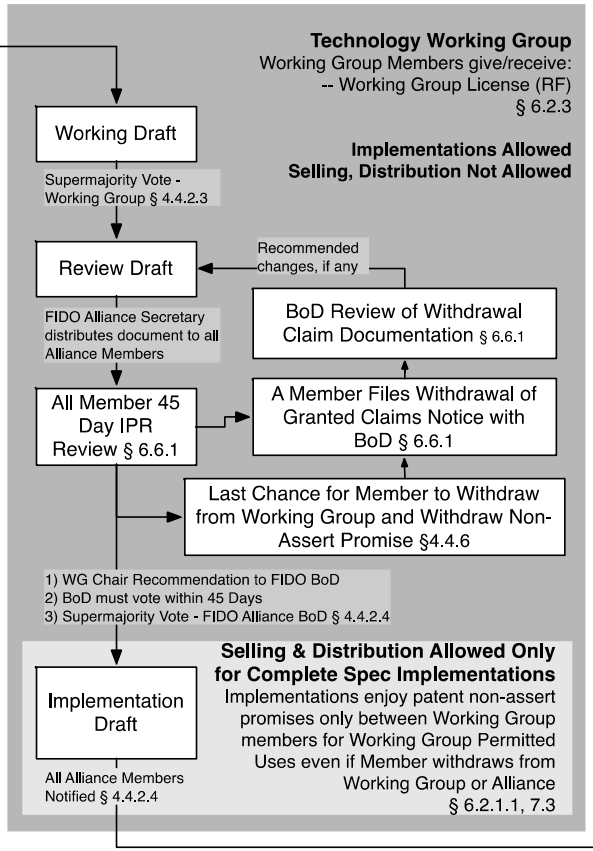
Proprietary and Confidential

IPR Process Overview: Specifications

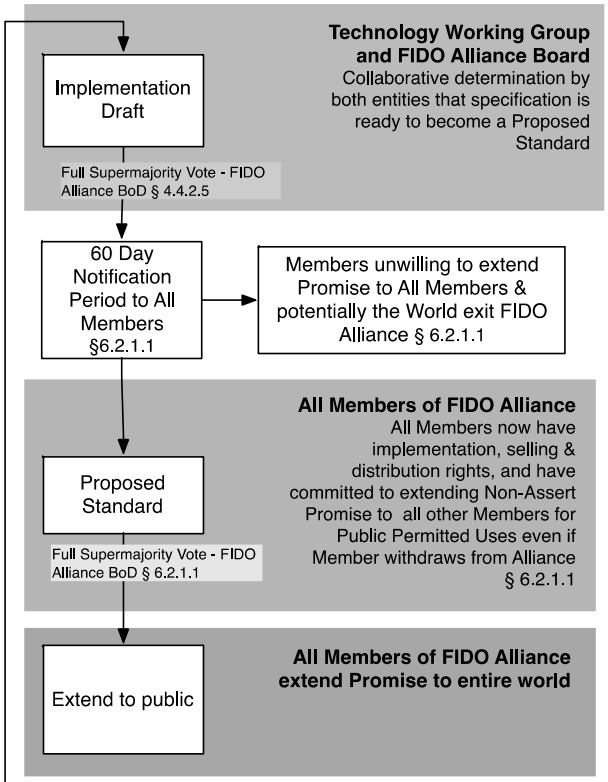
Phase 1: Optional Acceptance of Member Document Contributions



Phase 2: Specification and Rights Evolution inside the Technical Working Group

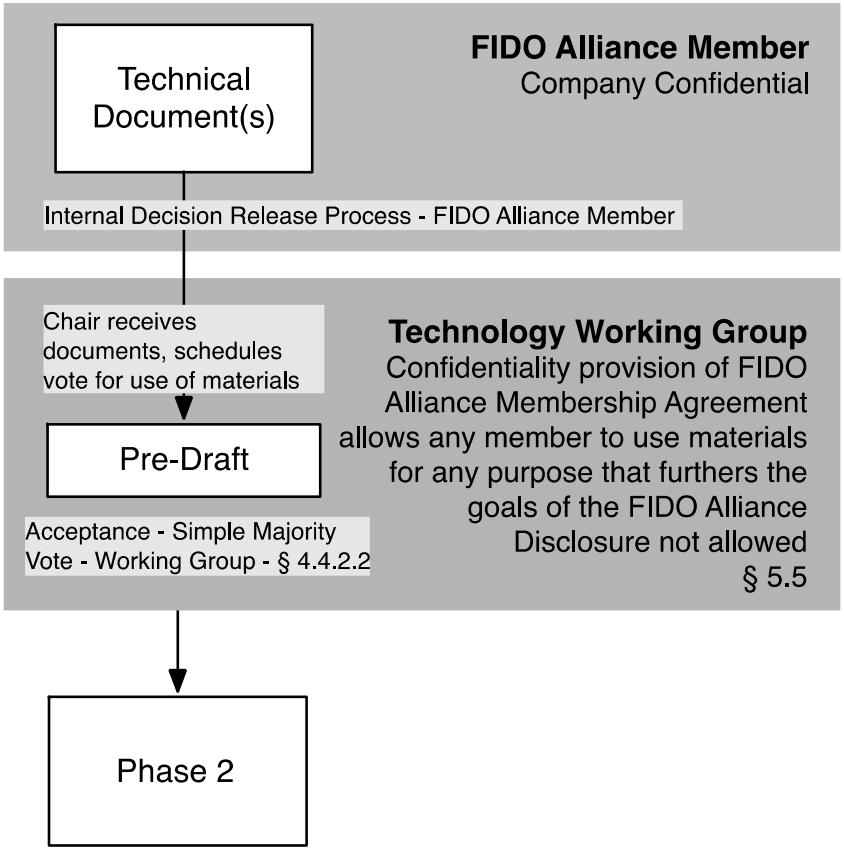


Phase 3: Expansion of Rights to All Members and Non-Members



IPR – Specifications – Phase 1

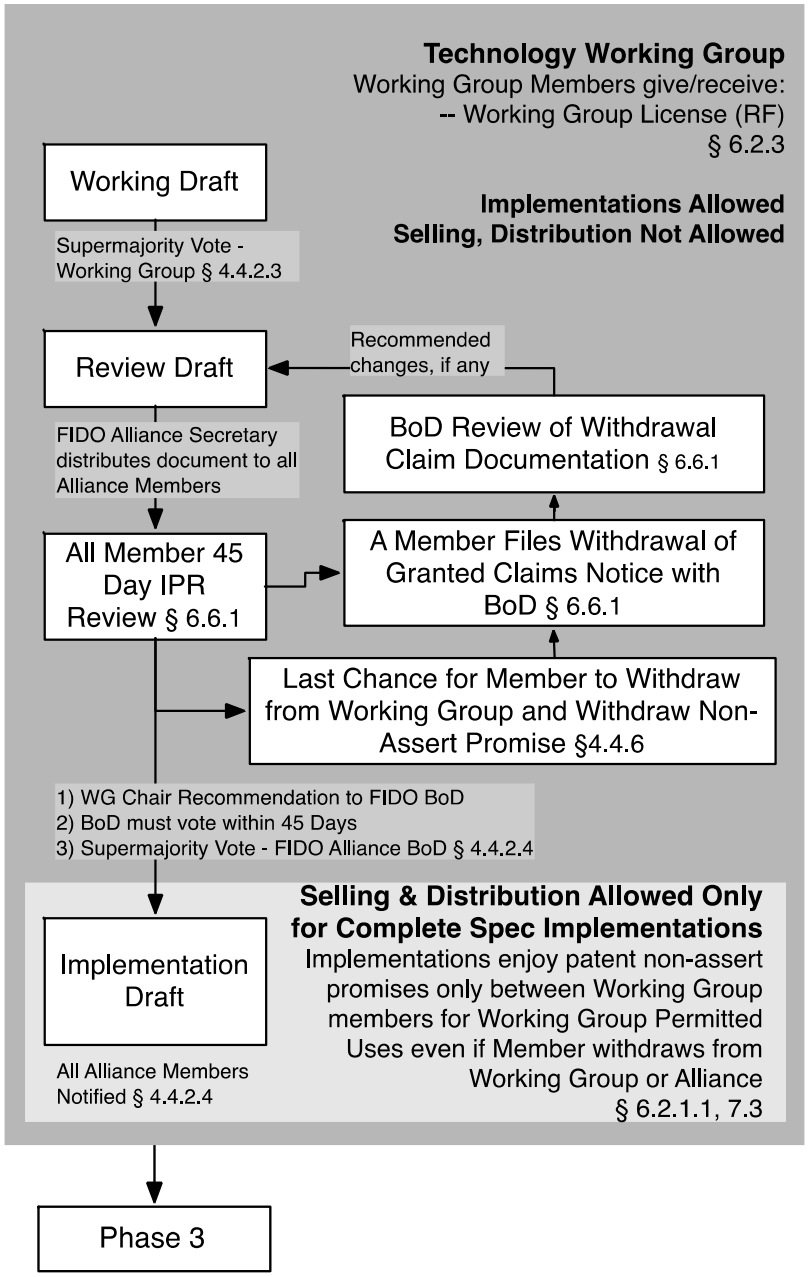
Optional Acceptance of Member Document Contributions



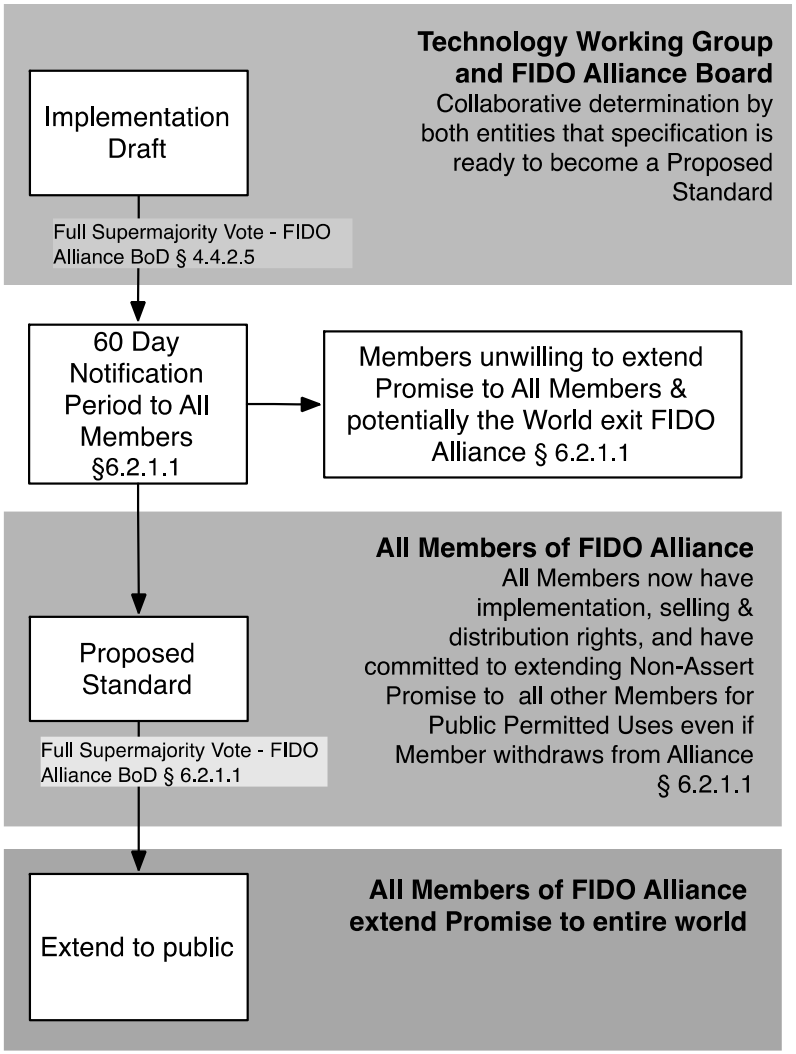
IPR – Specifications Phase 2

Specification Evolution in a Working Group

- **Contributions**: All topics discussed in group covered under:
  - Working Group Permitted Uses
  - Working Group License
  - Confidentiality Clauses in Membership Agreement
- **Publishing**: The Board may approve the publication or sharing of any FIDO Alliance deliverable with non-Members
  - Supermajority vote of the Board required
  - Working Drafts of Documents may not be published
  - Documents posted on the FIDO Alliance website subject to peer-review license



IPR – Specifications – Phase 3



Summary of Withdrawal of Granted Claims Process

- **Scope:** All Members
- **Duration:** 45 days long
- **Triggering Event:** Secretary distributes Review Draft Specification
- **Full Documentation:** Withdrawal claims must meet minimum documentation requirements to considered by the FIDO BoD
- **Board Assessment:** The FIDO BoD reviews the Withdrawal claim, consults with advisors, guides TWG on whether the Review Draft should be modified
- **Secondary IPR Review**: Modifications to the Review Draft trigger another 45 day review process, but scoped to changes only
- **Asserting a Claim:** If a member withdraws a Granted Claim, and then asserts or threatens to assert the withdrawn Granted Claim against any Working Group Member relinquishes any rights, grants, non-asserts and promises it has received for the Specification from each Participant and its Related Entities

Promise Continues beyond Membership

- **The Promise can continue after withdrawal from a Working Group or the Alliance itself**

- **Scope:** To Working Group Members
- **Triggering Event:** Specification reaches Implementation Draft status
- **Continues:** Even after withdraw from Working Group or Alliance

- **Scope:** To All Alliance Members (other than Working Group Members)
- **Triggering Event:** Specification reaches Proposed status
- **Continues:** Even after withdraw from Alliance