

LINARO LIMITED
("Linaro")

INTELLECTUAL PROPERTY POLICY

1. DEFINITIONS

"Contribution" means an original work of authorship, including any modifications, abridgements, adaptations, translations and additions to a pre-existing original work of authorship (to the extent comprising an original work of authorship), that is submitted for inclusion in, or for documentation of, a Linaro Project. For the purpose of this definition, the term "**submitted**" means the delivery or transmission of any form of electronic or written communication to Linaro for inclusion in the Linaro Project, including but not limited to those electronic or written communications delivered or transmitted through electronic mailing lists, source code control systems and issue tracking systems managed by or for Linaro for the purpose of discussing and improving a Linaro Project

"Contributor" means the copyright owner, or legal entity authorized by the copyright owner, that makes a Contribution to a Linaro Project.

"Linaro Project" means a project in respect of which write access to the source repository is managed by Linaro.

"Member" is any party which has executed a deed of adherence to the Linaro Membership Rules.

2. INTRODUCTION

The purpose of this Linaro Intellectual Property Policy ("**IP Policy**") is to set out the general principles under which Linaro will:

- a) Accept Contributions;
- b) Redistribute Contributions; and
- c) Manage other intellectual property matters.

By signing the Subscription Agreement, Members agree to comply with this IP Policy.

In addition, this IP Policy shall serve as the basis for how non-Members interact with Linaro through participation in a Linaro Project.

3. ACCEPTING CONTRIBUTIONS (IN-BOUND LICENSING)

Choice of Project License

Existing Open Source Projects

A significant focus of Linaro will be the integration of upstream open source software projects into a staging release. To minimise variances between the upstream projects and such release, Linaro wishes to contribute back to the relevant upstream projects and where successful in that endeavour will contribute back under the licenses already established for those upstream projects. Notwithstanding this ultimate aim, Linaro Projects will, at least transiently, be hosting patches to relevant upstream projects and these Linaro Projects will accept Contributions under the licenses already established for those upstream projects (see note in Section 5 about upstream licenses).

New Open Source Projects

Linaro will also host the development of some new open source software components and in those circumstances;

- (a) The Eclipse Public License (EPL) will be the primary and preferred license under which Linaro will accept Contributions from Contributors to Linaro Projects;
- (b) Linaro will accept Contributions from Contributors under any of the following Open Source Initiative (OSI) approved software licenses; GNU General Public License version 2.x (GPL); GNU Library or “Lesser” Public License version 2.x (LGPL); or Mozilla Public License 1.1 (MPL) only if the Technical Steering Committee have reviewed and approved the use of the proposed alternative license for the relevant Linaro Project; and
- (c) Linaro will accept Contributions under any other license terms and conditions only if the Board (or the Board’s designee specifically authorized for this responsibility) and the Technical Steering Committee have reviewed and approved the use of the proposed alternative license for the relevant Linaro Project.

Securing Rights

The mechanisms by which Linaro will obtain rights to Contributions sufficient to distribute them are:

- (a) Under the Subscription Agreements;
- (b) Under express license grants in relevant open source licenses; or

- (c) As otherwise mutually agreed upon by the Contributor and the Board.

4. REDISTRIBUTING CONTRIBUTIONS (OUT-BOUND LICENSING)

Existing Open Source Projects

The license for distribution of software created in a Linaro Project and which is based on software from an existing open source software project will be compatible with the outbound license of the existing open source software project under which the code was received by Linaro.

New Open Source Projects

The license for distribution of software created in a Linaro Project not based on software from an existing open source software project, will be compatible with the license used by Linaro to accept code into that project.

5. UPSTREAM LICENSES

When selecting upstream projects to form the basis of a Linaro Project or for inclusion in the Linaro staging release the emphasis in selection will be on the quality of code and community support for such project. However Linaro will only consider software for inclusion in Linaro Projects or in the Linaro staging release if the license under which such software is distributed has been approved as follows;

- (a) Software licensed under the Eclipse Public License (EPL), GNU General Public License version 2.x (GPL), GNU Library or “Lesser” Public License version 2.x (LGPL) or Mozilla Public License 1.1 (MPL) is approved;
- (b) Software licensed under any other Open Source Initiative approved software licenses is subject to the approval of the Technical Steering Committee; and
- (c) Software licensed under any other license terms and conditions is subject to the approval of the Board (or the Board’s designee specifically authorized for this responsibility) and the Technical Steering Committee.

6. CONFIDENTIALITY

The Member(s) and other parties may exchange information as a result of their participation in Linaro and/or generally in the furtherance of the Objective (defined in the Membership Agreement) of Linaro. All such information shall be considered non-confidential and provided under terms consistent with this IP Policy. In the event confidential information needs to be shared, such confidential information shall be disclosed pursuant to a confidentiality agreement entered into by the participants in such disclosure.

7. TRADEMARKS AND LOGOS

The use of trademarks and logos associated with Linaro shall be used in accordance with the then current Linaro Trademark Usage Guidelines.

8. DISCLAIMERS AND NOTICES

UNDER NO CIRCUMSTANCES SHOULD THIS IP POLICY BE INTERPRETED TO BE A REPRESENTATION, WARRANTY, CONDITION, OR OTHER FORM OF GUARANTEE THAT THE INTELLECTUAL PROPERTY RIGHTS OF A MEMBER, OR ANY OTHER PARTY, WILL NOT BE INFRINGED IF THIS IP POLICY IS COMPLIED WITH. IN ADDITION, LINARO, ITS MEMBERS AND THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY OF ANY KIND TO EACH OTHER OR TO ANY OTHER PARTY FOR FAILURE TO COMPLY WITH THIS IP POLICY.

LINARO, ITS MEMBERS AND THEIR RESPECTIVE EMPLOYEES AND AGENTS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED AND STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY OF NON-INFRINGEMENT RELATING TO ANY SOFTWARE OR PRODUCT MADE AVAILABLE THROUGH LINARO.

LINARO, ITS MEMBERS AND THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL NOT HAVE ANY LIABILITY INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES WITH RESPECT TO THIS IP POLICY INCLUDING, BUT NOT LIMITED TO, FAILURE TO COMPLY WITH THIS IP POLICY.