

**CCIX CONSORTIUM, INC.  
INTELLECTUAL PROPERTY POLICY**

**Approved as of February 27, 2017 (“Effective Date”) by the Board of Directors of CCIX Consortium, Inc.**

**1. APPLICABILITY**

**CCIX Consortium, Inc.**, a Delaware nonprofit corporation (“**CCIX**”), has adopted this Intellectual Property Policy (this “**Policy**” or this “**IPR Policy**”) as of the Effective Date. This IPR Policy applies to all CCIX Members as of the Effective Date.

**2. DEFINITIONS**

In addition to any other terms defined in this IPR Policy, the following terms have the following meanings:

2.1 “**Adopt**”, “**Adopted**” or “**Adoption**” means CCIX’s formal adoption of the applicable Final Specification in accordance with the terms and conditions of Section 5 of this IPR Policy or any other requirements set forth in the Bylaws or any other CCIX Policies (as such term is defined in the Bylaws).

2.2 “**Adopter(s)**” mean any Member, including its Affiliates, that is at the “Adopter” level of membership pursuant to the Bylaws.

2.3 “**Affiliate**” shall have the meaning as set forth in the Bylaws.

2.4 “**Board of Directors**” means CCIX’s Board of Directors as set forth in the Bylaws.

2.5 “**Bylaws**” means the then-current Bylaws of CCIX.

2.6 “**CCIX Successor**” shall have the meaning as set forth in Section 7.2.

2.7 “**Contributions**” means any submissions (including without limitation any information, data, materials, publications, architecture, white papers, presentations, proposals, charts, or functional or technical specifications) made by a Member proposing any addition or modification to a Draft Specification, an existing Final Specification, or any new versions or revisions thereof, provided the submission is made in writing (including without limitation submissions written in any electronic medium) and the submission is either made by, or has been approved by, the Member’s Authorized Representative (as defined herein).

2.8 “**Contributor(s)**” means any Member, including its Affiliates, that is at the “Contributor” level of membership pursuant to the Bylaws.

2.9 “**Compliant Portion**” means only those specific portions of products (hardware, firmware, micro-code, software, or combinations thereof) that implement and are compliant with all applicable mandatory portions of a Final Specification or, with regard to any Optional Portions of such Final Specification (as defined herein), also implement and are compliant with the portions of such Optional Portions that are mandatory; provided, and only to the extent, that the foregoing portions are within the bounds of the Scope. For clarity, those portions of a Final Specifications, including any portions of an Optional Portion thereof, which are designated by the terms “must”, “shall”, “mandatory”, “normative”, “required” or “required for compliance” are expressly identified as being mandatory for compliance under this Section 2.9

2.10 “**Director(s)**” means any person(s) selected to serve as a member of the Board of Directors as set forth and pursuant to the Bylaws.

2.11 “**Draft Specification**” means, collectively, all drafts of any new versions or revisions of the Foundation Specification, and/or all drafts of any versions or revisions of any Specification Document (as

defined herein), including without limitation all Contributions that are included in the foregoing. For clarity, versions or revisions of a Draft Specification shall include, without limitation, any drafts described as being “version x” prior to CCIX’s Adoption of that version as a Final Specification.

2.12 **“Enabling Technology”** means any technology that may be necessary to make or use any product or portion thereof that complies with a Final Specification but is neither explicitly required by nor expressly set forth in the Final Specification (e.g., semiconductor manufacturing technology, compiler technology, microprocessor instruction set architecture, object-oriented technology, basic operating system technology, and the like). For clarity, “Enabling Technology” shall not be considered “Contributions” under this IPR Policy for use or inclusion in any Draft Specification or Final Specification.

2.13 **“Essential Claims”** means, with respect to a particular Final Specification, any claims included in any issued patent or patent application that:

- (a) are owned or controlled by the applicable Member or any of its Affiliates now or at any future time while this IPR Policy remains in effect; and
- (b) are necessarily infringed by implementing at least one Compliant Portion within the bounds of the Scope because, at the time of adoption of the Final Specification, there is no commercially and technically feasible non-infringing alternative for implementing such Compliant Portion within the bounds of the Scope.

Notwithstanding the foregoing sentence, “Essential Claims” do not include any claims:

- (i) other than those set forth above even if contained in the same patent or patent application as an Essential Claim;
- (ii) that read solely on any implementations of any portion of the Final Specification that are identified as not within the bounds of the Scope; or
- (iii) that, if licensed, would require a payment of royalties by the licensor to third parties that are not Affiliates.

2.14 **“Final Specification”** means, collectively:

- (i) the Final Foundation Specification (as defined in Section 2.15 herein) as it exists as of 12:01AM Pacific time of the Effective Date of this IPR Policy;
- (ii) any new revisions or versions of the Foundation Specification as Adopted by CCIX after 12:01AM Pacific time of the Effective Date of this IPR Policy; and
- (iii) any other Draft Specifications that are Adopted by CCIX as a Final Specification.

For clarity, the first version number of a Final Specification, and all subsequent major versions, upon Adoption as a Final Specification, shall normally be described as being “version 1.0, 2.0, 3.0 etc.” of the applicable Final Specification. Minor revisions to the applicable version (in the nature of clarifications or error correction) shall normally be described as being “version X.x” of the applicable Final Specification.

2.15 **“Foundation Specification”** means all drafts and final versions of all specifications, standards, and/or related documents which contain the title or name identifier of CCIX Protocol Layer, CCIX Transport CCIX Electrical and/or CCIX Software, as contributed by CCIX’s Permanent Promoters (as defined in the Bylaws) to CCIX pursuant to that certain Contribution Agreement, dated on or about February 27, 2017. The final version(s) of the foregoing Foundation Specification is hereby automatically deemed to be a Final Specification of CCIX as of 12:01AM Pacific time of the Effective Date of this IPR Policy (hereinafter, a **“Final Foundation Specification”**).

2.16 **“Member(s)”** means an individual or entity, including its Affiliates, that is recognized as a CCIX “Member” pursuant to CCIX’s Bylaws, including, without limitation, all Promoters, Contributors, and Adopters.

2.17 **“Member’s Authorized Representative”** means the person or persons designated by the applicable Member as that Member’s Authorized Representative for purposes of this IPR Policy.

2.18 **“Optional Portion of the Final Specification”** means those portions or criteria of the Final Specification that may be, but are not required to be, selected in an implementation of the Final Specification.

2.19 **“Promoters”** means any Member, including its Affiliates, that is at the “Promoter” level of membership pursuant to the Bylaws

2.20 **“Scope”** means multi-architecture coherent interconnect technologies that enables enhanced system performance through configurations such as improved acceleration deployment and expanding main memory. Notwithstanding the foregoing, the Scope shall not include:

- (a) any Enabling Technology (as defined above);
- (b) the implementation or use of other published specifications developed outside CCIX but referred in the body of any Final Specification; or
- (c) any portions of any product or any combinations thereof the purpose or function of which is not required for compliance with the Compliant Portion of the Final Specification.

2.21 **“Specification Document”** means any technical specification document, standards document, protocol document, testing guidelines or any other written documents created or being created within the standards development process of any Work Group or similar committee of the CCIX, including without limitation any document identified by any Work Group or by the Board of Directors as being a “Specification” document under this definition.

2.22 **“Work Group”** shall have the meaning as set forth in the Bylaws.

2.23 **“Work Group Policy”** shall have the meaning as set forth in the Bylaws.

2.24 **“Work Group Release”** shall have the meaning as set forth in the Section 5.1 herein.

### **3. SUBMISSION AND TREATMENT OF CONTRIBUTIONS; COPYRIGHT IN SPECIFICATIONS**

#### **3.1 Copyright License for Draft Specifications and Final Specifications.**

3.1.1 Subject to Section 5.5, each Member hereby grants to each of the other Members, a worldwide, non-exclusive, royalty-free license under the Member’s and its Affiliates’ copyrights in and to all of its Contributions to internally distribute, reproduce, and/or prepare derivative works of the Contribution for the

purpose of developing Draft Specifications and/or Final Specifications (all under CCIX's copyright) and for the purpose of creating, using, and distributing implementations of the Final Specifications.

3.1.2 Each Member hereby grants to CCIX, a worldwide, non-exclusive, royalty-free license under the Member's and its Affiliates' copyrights in and to all of its Contributions to: (i) distribute, reproduce, and/or prepare derivative works of the Contribution for the purpose of developing Draft Specifications and/or Final Specifications (under CCIX's copyright) and for the purpose of otherwise creating, using, and distributing implementations of the Final Specifications; and (ii) to publish, distribute or otherwise use the Final Specifications (under CCIX's copyright), including without limitation granting licenses to other Members to use and implement the Final Specifications.

3.2 Retention of Copyright in Original Contribution. Subject to the licenses granted in Section 3.1 above and the provisions of Section 3.3 below, each Member that submits a copyright-protected Contribution which was proprietary to that party as of the effective date of the Contribution ("**Original Contribution**"): (i) will retain such copyright in its Original Contribution; and (ii) without limiting the foregoing, has the right to hold or obtain in its own name any patent rights, copyrights, other registrations or other protections for its Original Contributions.

3.3 CCIX Owns Copyrights in Draft Specifications and Final Specifications. Notwithstanding a Member's retention of its copyright in its Original Contribution pursuant to Section 3.2 above, CCIX will automatically be the sole and exclusive owner of the copyright in and to each Draft Specification and each Final Specification, including without limitation all copyright-protectable works that constitute a compilation of the Members' Contributions or a collective work thereof. Without limiting the generality of the preceding sentence in this Section 3.3, CCIX retains the right, as the sole and exclusive owner of the copyright in and to the Draft Specifications and Final Specifications (and without any duty of accountability to or duty to obtain any consent from any Member) to use the Draft Specifications and/or Final Specification in any way as solely determined by CCIX as the owner thereof, including without limitation granting licenses to other Members to use any Draft Specification or to use or implement any Final Specifications.

3.4 Copyright License From CCIX to Members to Implement Final Specification. Subject to a Member's continued compliance with the Bylaws, this IPR Policy, all other CCIX Policies (as such term is defined in the Bylaws) and the Member's Participation Agreement (as such term is defined in the Bylaws), and further subject to the provisions under Section 7.1, CCIX hereby grants to the Members, effective upon CCIX's Adoption of a Final Specification, a non-exclusive, non-transferable, non-sublicensable, world-wide, royalty-free copyright license to reproduce, distribute and display such Final Specification as reasonably necessary for the Member to implement such Final Specifications.

#### **4. LIMITED PATENT FRAND LICENSING OBLIGATIONS.**

##### **4.1 FRAND Licensing Obligation.**

Each Member hereby agrees, on behalf of itself and its Affiliates, to grant to each of the other Members (each a "**Receiving Entity**") the following (the "**FRAND License**"):

Effective upon CCIX's Adoption of a Final Specification (and subject to the provisions under Section 7.1), a non-exclusive, non-transferable, non-sublicensable, world-wide license in, to, and under any Essential Claims owned or controlled by the granting Member and its Affiliates, to make, have made, use, import, sell, offer to sell, or otherwise distribute or dispose of Compliant Portions; provided that such license need not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion.

The foregoing FRAND License will be granted on fair, reasonable and non-discriminatory (FRAND) terms, but it may charge royalties or license fees; provided, however, that such FRAND License grant to a particular

Receiving Party is hereby conditioned upon that Receiving Party's grant of a reciprocal FRAND License in the Receiving Party's Essential Claims back to the granting Member and its Affiliates.

4.2 Transfer of Essential Claims. Any transfer of a patent or patent application having Essential Claims by a Member, or its Affiliates, to an unaffiliated third party (including any successor transferees) shall be subject to the terms and conditions of this Section 4 of this IPR Policy. A transferring Member (or its Affiliates, if applicable) may choose the manner in which it complies with this Section 4.2.

## **5. DEVELOPMENT OF DRAFT SPECIFICATIONS, DISTRIBUTION; ADOPTION OF FINAL SPECIFICATIONS; CONFIDENTIALITY**

5.1 Development of Draft Specifications. Subject to the Bylaws, any Work Group Policy or any other CCIX Policies (as defined in the Bylaws) (including, without limitation, any and all conditions and procedures imposed on Work Groups by the Board of Directors), one or more Work Groups may have the ability to draft and develop one or more Draft Specifications. When the Chairman of a Work Group has decided, in coordination with the other members of the Work Group and in accordance with any Work Group Policy or any of the Work Group's internal procedures, that a Draft Specification is sufficiently substantial and defined so as to be ready for release from that Work Group, then the Chairman of that Work Group shall so notify the Board of Directors and will provide the Board of Directors with a copy of the applicable Draft Specification and any ancillary memoranda or documentation created by the Work Group which provides context or support for that Draft Specification (collectively the "**Work Group Release**").

5.2 Consideration and Approval of Draft Specification by Board of Directors. The Board of Directors will review each Draft Specification delivered to it by each Chairman of a Work Group. The Board of Directors can either vote to allow the release of the Draft Specification to the Members pursuant to Section 5.3 herein, vote to return the Draft Specification to the Work Group for further review and work, or take any other action it deems appropriate with regard to the further development or use of the Draft Specification.

### 5.3 Distribution of Draft Specifications to Certain Members.

5.3.1 In the event the Board of Directors has decided under Section 5.2 to release the Draft Specification for review by Members, then CCIX will distribute a copy of the applicable Draft Specification to all Members for their review, such distribution to be made within a reasonable period of time prior to any Adoption of a Final Specification ("**Review Period**"). The Board of Directors shall set the exact length of each applicable Review Period, provided, however, the Review Period must be for a period of no shorter than 15 days and no longer than 60 days.

5.3.2 Upon receipt of the applicable Draft Specification, each Member on behalf of itself and its Affiliates may, but is not required, to review the same for any Essential Claims which may be implicated by the anticipated Final Specification or that Member's Contribution as incorporated therein.

5.3.3 While this IPR Policy does not require any such Member to carry out any search or review of its patent portfolio or other intellectual property rights with regard to any Essential Claims which may be implicated by the Final Specification or that Member's Contribution as incorporated therein, Members are hereby put on notice that unless they withdraw from CCIX as a Member in accordance with the Bylaws before the end of the Review Period (as defined in Section 5.3.1 above), and for any Contributions from such Member that are included in the Final Specification, even if such Member withdraws from the Corporation as a Member in accordance with the Bylaws before the end of the Review Period (as defined in Section 5.3.1 above), each Member hereby agrees that:

(i) the Member is hereby bound to the FRAND License obligations set forth in Section 4.1 of this IPR Policy with regard to the applicable Final Specification; and

(ii) the Member, upon request by the Board of Directors, the chair of the applicable Work Group chair or any officer of CCIX, shall be required to disclose within a reasonable period of time to CCIX any Essential Claims of that Member or its Affiliates which cover the Contributions of such Member and/or the Final Specification in whole, provided, however, such disclosure by said Member shall only be to the extent such Essential Claims are personally known to that Member's Authorized Representative.

5.3.4 Members agree that they will not intentionally isolate the Member's Authorized Representative in order to circumvent or limit any disclosure of the Member's Essential Claims under Section 5.3 or to otherwise circumvent or limit the Member's overall obligation to grant a FRAND License to other Members under this Section 5.

5.4 Adoption of Final Specifications By Board of Directors. After the expiration of the Review Period, the Board of Directors has the sole authority to vote, in accordance with the voting requirements set forth in the Bylaws, to Adopt a Draft Specification as a Final Specification of CCIX. In the event there is no Adoption of a Final Specification by the Board of Directors, the Board of Directors has the sole authority to take any other action it deems appropriate with regard to the further development or use of the Draft Specification, including, without limitation, returning the Draft Specification to the Work Group for further review and work.

5.5 Confidentiality.

5.5.1 For purposes of this Section 5.5, the following additional terms shall have the following meanings:

(a) "**Confidential Material**" means: (i) all Draft Specifications and any other related Work Group Releases (as defined in Section 5.1 herein); and (ii) Contributions of a Member to such Draft Specifications or Work Group Release.

(b) "**Public Release**" of an applicable Final Specification means CCIX's Adoption of the Final Specification by the Board of Directors and when CCIX will make the Final Specification publicly available.

5.5.2 Except as specified in Section 5.5.3 herein, each Member will (a) maintain all versions and revisions of each Confidential Material related to that Final Specification in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances; and (b) will not use, disclose or copy the Confidential Material except: (1) as necessary for its employees or authorized contractors (on a need to know basis) to assist the Member with its Participation as a Member of CCIX provided such employees or authorized contractor have agreed to confidentiality provisions at least as restrictive as this Section 5 of this IPR Policy; (2) as otherwise may be required by law or legal process, including to legal and financial advisors in their capacity of advising a party in such matters; (3) during the course of litigation, so long as CCIX is notified of such disclosure and the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties; (4) in confidence to its legal counsel, accountants, banks or financing sources and their advisors solely in connection with complying with financial transactions; (5) in confidence to its legal counsel in connection with providing any other legal advice associated with Member's Participation in CCIX; or (6) with the prior written consent of CCIX.

5.5.3 After the Public Release of an applicable Final Specification, the following shall apply:

(a) to the extent any portion of a Confidential Material is incorporated into a Final Specification (the "**Incorporated Portion**"), then such Incorporated Portion shall no longer be deemed to be, nor governed by Section 5.5.2 as, a Confidential Material as of and after said Public Release unless, however, the Board of Directors provides otherwise.

(b) any Confidential Material that has not been incorporated into the Final Specification will continue to be subject to the provisions of Section 5.5.2 for a period identified by the Work Group chair or the Board of

Directors, provided, however, if no such period is identified, then for a period of five (5) years after the date of the disclosure of the applicable Confidential Material.

5.5.4 Notwithstanding anything herein to the contrary, any Member may utilize Residuals for any purpose, including without limitation, use in development, manufacture, promotion, sale and maintenance of its products and services; provided, however, that this right to the Residuals is not a waiver or license of any right under any patents, copyrights, trademarks, or mask works of the disclosing party. The term “**Residuals**” means any duly received information retained in the unaided memories of the receiving party’s employees who have had authorized access to the disclosing party’s Confidential Material pursuant to the terms of this IPR Policy. An employee’s memory is unaided if the employee has not intentionally memorized or otherwise recorded the applicable information for subsequent unauthorized retention, use or disclosure of such information.

5.6 Press Release Regarding Final Specifications. Following CCIX’s Adoption of a Final Specification, a Member may only make a press or other public announcement regarding the Final Specification consistent with the provisions of Section 10.8 of the Bylaws. CCIX may make mention in any press or other public announcement of any Member’s name and its involvement in any Work Group, the Member’s Contributions to the Final Specification, and any other matters germane to the development, release, implementation and/or use of the Final Specifications consistent with the provisions of Section 10.8 of the Bylaws.

## 6. CCIX TRADEMARKS AND TRADE NAMES

6.1 Non Assertion. Each Member hereby agrees not to assert against CCIX or each other any rights in any trademark, service mark, trade name, or any similar rights, it may have now or hereafter in the trademarks, service marks, trade names or logos of “CCIX” or “CCIX Consortium” (collectively “**CCIX Trade Names**”). Each Member agrees that the CCIX Trade Names are solely and exclusively owned by CCIX.

6.2 No Obligation To Use CCIX Trade Names or New Marks. Members shall not be obligated to use any of the CCIX Trade Names or any additional trademarks, service marks, trade names or logos of CCIX which may be approved by the Board of Directors (collectively, “**New Marks**”) on any product, advertising, or on any other material in any manner.

6.3 Use of CCIX Trade Names and New Marks. Each Member hereby agrees that it shall only use any one or more of the CCIX Trade Names or New Marks to label and/or promote products that contain relevant Compliant Portions; provided, further, that use of any such CCIX Trade Names and New Marks by a Member will also be governed by such licenses, policies, procedures and/or other guidelines as may be established and approved by the Board of Directors from time to time and at any time.

## 7. SURVIVAL UPON WITHDRAWAL BY MEMBER, TERMINATION OF MEMBERSHIP OR OTHER EVENTS

7.1 Survival of FRAND License Grants and Other Effects of Member Withdrawal or Membership Termination.

The following rights, obligations and provisions survive any of the following events: (i) a Member withdraws from CCIX in accordance with CCIX’s Bylaws (“**Member Withdrawal**”); or (ii) a Member’s membership status is otherwise terminated in accordance with CCIX’s Bylaws (“**Membership Termination**”):

- (i) CCIX’s retention of the sole and exclusive ownership of the copyrights in all Draft Specifications and Final Specifications pursuant to Section 3.3 and in the CCIX Trade Names and New Marks pursuant to Section 6;

(ii) the withdrawing or terminated Member's obligation and agreement to grant the FRAND License(s) to other Members as provided in Section 4.1 (hereinafter collectively referred to as the "**Ongoing Obligations**") shall remain in full force and effect but only for:

(x) if the applicable Member made a Contribution to a particular Draft Specification at any time up to the effective date of such Member's Member Withdrawal or Member Termination, any Essential Claims in such terminating Member's Contributions incorporated at any time into the resulting Final Specification that is Adopted in accordance with Section 5, including without limitation any Adoption of such Final Specification (or any amendments thereto) which occurs after the effective date of such Member's Member Withdrawal or Membership Termination; and;

(y) any Essential Claims necessary for implementing any part of a Final Specification, where such party was included in a Draft Specification for which a Review Period was completed prior to the effective date of such Member's Member Withdrawal or Membership Termination.

Regardless of the date of a Member's Member Withdrawal or Membership Termination, the Member's obligation and agreement as provided in Section 4.1 to remain bound to the Ongoing Obligations (as set forth in the above provisions of this Section 7.1) will extend to all Members (collectively, "**Licensees**") including Licensees that are or become Licensees, and to any CCIX Successor that comes into existence, as of and at any time after the effective date of the Member's Withdrawal or Membership Termination.

Notwithstanding the foregoing, the withdrawing or terminated Member will only receive the license grants under (and subject to the terms of) Section 3.1.1 (Copyright License in Specifications), Section 3.4 (Copyright License To Implement Final Specifications), and Section 4.1 (FRAND License) which were in effect and available to Members as of the effective date of that Member's Member Withdrawal or Membership Termination (the "**Member's Surviving Rights**"). Except for the Member's Surviving Rights described above, a withdrawing or terminated Member will not be eligible to continue to receive or exercise any other rights or privileges granted to Members under this IPR Policy following the effective date of that Member's Member Withdrawal or the Membership Termination.

7.2 **CCIX's Successor**. For purposes of this Agreement, "**CCIX Successor**" means any successor-in-interest or assignee of CCIX, including, without limitation: (i) any successor entity that acquires all or substantially all of CCIX's assets; (ii) any successor entity in the event CCIX merges into, or is consolidated with, another entity; (iii) any successor-in-interest to CCIX's assets in the event CCIX is dissolved; or (iv) any CCIX assignee in the event of an assignment as contemplated by Section 11 herein. All rights of CCIX under this Agreement shall be held and otherwise assumed by any CCIX Successor.

## **8. NO OTHER GRANTS; FREEDOM OF ACTION**

8.1 **No Other Grants**. No Member will be subject to an obligation to license any intellectual property rights to another Member other than as required by this IPR Policy. For purposes of clarity, except for the rights expressly provided by this IPR Policy, a Member neither grants nor receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights to or from another Member.

8.2 **Freedom of Action**. Nothing in this IPR Policy shall be construed as restricting the right of any Member to design, develop, acquire, manufacture, market, service or otherwise deal with, directly or indirectly: (i) any alternate products or services which do not implement any Final Specifications; or (ii) any other standards-setting bodies independent of CCIX.



## 9. REPRESENTATIONS AND DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

### 9.1 Limited Representations; Disclaimers

9.1.1 Except as otherwise agreed in writing, each Member represents and warrants that at the time of making a Contribution, to the personal knowledge of the Member's Authorized Representative making or approving the Contribution, the Contribution is not being made in violation of the copyright of another party.

9.1.2 Except as set forth in 9.1.1, all parties acknowledge that all information provided, including, but not limited to, all Contributions made by a Member, as part of the Final Specification development process, and the Draft Specification and/or Final Specification itself, are all provided "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

9.2 Limitation of Liability. IN NO EVENT WILL CCIX, OR ANY MEMBER BE LIABLE TO ANY OTHER FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF, OR IN ANY OTHER WAY RELATED TO, THE USE OF ANY DRAFT SPECIFICATION OR FINAL SPECIFICATION OR ANY OTHER ISSUE UNDER THIS IPR POLICY, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

## 10. GOVERNING LAW; JURISDICTION

10.1 Governing Law. This IPR Policy shall be construed and controlled by, and any claims arising under or relating to this IPR Policy shall be governed by, the laws of the State of Delaware without reference to conflict of laws principles.

10.2 Jurisdiction. Each Member agrees that all disputes arising in any way out of this IPR Policy shall be heard exclusively in, and all parties irrevocably consent to, jurisdiction and venue in the state and federal courts of Delaware.

## 11. ASSIGNMENT

11.1 By CCIX. Upon action of CCIX's Board of Directors done in compliance with the Bylaws, all or any part of CCIX's rights, title and interest in and under this IPR Policy, or all or any part of CCIX's duties under this IPR Policy, may be assigned and/or delegated, in whole or in part, to any entity or entities ("**Other Entity**") as so selected by said action of the Board of Directors. In that case, the Other Entity, as the assignee, will have the full right to assert all of the assigned rights, title and interest formerly held by CCIX prior to the applicable assignment, including, without limitation, enforcing all rights against Members which CCIX had the right to enforce before the date of such assignment.

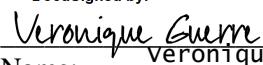
11.2 By Others. Members may not assign any rights under this IPR Policy without the prior written consent of CCIX's Board of Directors, provided, however, this provision shall not alter a Member's right to withdraw as a CCIX Member as more fully set forth in the Bylaws.

**12. AMENDMENTS TO THIS IP POLICY**

12.1 Right to Amend This IPR Policy. This IPR Policy may be amended, in whole or in part, at any time, and from time to time, only by a vote of the Board of Directors in accordance with the Bylaws.

12.2 Effect of Amendment. The Board of Directors will give CCIX Members reasonable notice, and the effective date, of the amendments, such effective date to be no less than forty five (45) days after the date of such notice. All Members will be subject to the terms and conditions of the amendments to this IPR Policy as of the effective date of the amendment ("**Amendment Effective Date**") for any and all Draft Specifications (and their resulting Final Specifications) which have not completed their applicable Review Period as of the Amendment Effective Date; provided, however, a Member that withdraws from CCIX pursuant to the Bylaws prior to the Amendment Effective Date will only be subject to the IPR Policy as in existence prior to the Amendment Effective Date and provided further that the provisions of the IRP Policy shall not be applied retroactively.

**This Intellectual Property Policy was adopted by  
the Board of Directors of CCIX Consortium, Inc., a  
Delaware nonprofit corporation,  
on February 27, 2017.**

DocuSigned by:  
  
Name: Veronique Guerre  
Title: CCIX Secretary