

# INTELLECTUAL PROPERTY POLICY

## I. INTRODUCTION

This intellectual property policy (the “**IP Policy**”) sets forth the general technology and intellectual property principles under which CloudFoundry.org Foundation, Inc. (the “**Foundation**”) will operate. Each Member (defined below) will be required to abide by this IP Policy under the terms of its Membership Agreement. The Board may amend this IP Policy in accordance with the Foundation’s bylaws (“**Bylaws**”). In the event of a change to this IP Policy, the Board will provide instructions for transition of membership to the new IP Policy; however, no amendment to this IP Policy will be effective less than thirty (30) calendar days from the date that written notice of such amendment is given to the membership in accordance with the Bylaws. Members’ rights to withdraw from the Foundation to avoid being bound by any such amendment will be as set forth in the Bylaws or applicable Membership Agreement.

## II. PROJECT DEVELOPMENT AND STEWARDSHIP

**A. Approval Process New Projects Derived from Existing Third Party Materials.** Any project submitted to be approved as an official Cloud Foundry Project that includes or is derived from existing third party materials must first complete a due diligence review, including review of the Open Source Software components contained within a project, the Open Source Licenses each component is licensed under, and any copyright notices covering components of the proposed project. The Board may reject any proposed project that contains materials that are not consistent with the proposed license for the project, or that is likely to cause intellectual property or related liability (such as patent claims, export restrictions, and security liability) to the Foundation or its Members.

**B. License.** The Apache License 2.0 must be used for any new Projects (including documentation therefor), and the Board must approve any exception.

**C. Contributions.** No Contribution may be accepted for a Project unless and until the Contributor has agreed to the CLA selected for the Project. Unless otherwise approved by the Board, all Projects licensed under the Apache 2.0 License will use the corporate and/or individual CLA.

### **D. Patents.**

**1. No Additional Patent License.** It is not the objective of this IP Policy to require Members to enter into any patent cross-license, or otherwise require, or require changes to, any patent pools, patent cross-licenses, or other patent licensing arrangements that are in place prior to or independent of the operation of the Foundation. This IP Policy will not be construed to modify any such arrangements.

**2. Disclosure Obligations.** Each Member may, but will not be obligated to, disclose to the Foundation written information regarding any patent licensing programs relating to Projects to which the Member has made Contributions, which licensing programs are made

generally available, including pursuant to any standards initiative. The objective of this Section is transparency. Nothing in this IP Policy or the act of receiving a disclosure for a Project will be construed or otherwise interpreted as any kind of express or implied license or representation with respect to the existence or non-existence of patents or patent applications. To the extent there is any conflict between this Section III.B.3 and the terms of any CLA for the Project in question, the terms of the applicable CLA shall apply.

#### **E. Copyrights.**

**1. Grant of Rights.** All Contributors providing Contributions to the Foundation, including Members, must, prior to making the Contributions: (1) sign the CLA applicable to such Project, or (2) enter into an alternative agreement (e.g. a development or consulting agreement) that grants the Foundation sufficient rights to make such Contributor's Contributions generally available under the Open Source License terms applicable to the Project. Alternative agreements are discouraged, and must be approved in advance by the Board, PMC Council Chairperson, and Project Lead.

**2. Copyright Notices.** The Foundation will not be obligated to maintain any copyright notice of any Contributor on any software or materials in a Project. Any exceptions to this requirement (such as for significant and conceptually separable Contributions) may be determined by the Project Lead. Any document or source code produced by the Foundation shall include the following copyright notice (in addition to any other notices required by law): "Copyright © CloudFoundry.org Foundation, Inc. [insert year]. All Rights Reserved."

**F. Trademarks.** The Foundation shall maintain and publish Trademark Guidelines on its website. The Trademark Guidelines shall provide guidance for anyone who desires to display or otherwise use the Marks, as defined below. The Foundation and its Members shall adhere to the Foundation's Trademark Guidelines adopted herewith, as may be amended from time to time.

**1. Adoption of Marks.** The Foundation may from time to time select one or more names, logos, trademarks, certification marks, or service marks (collectively, "Marks"), to be used to promote Projects. In such case, the Foundation will promulgate policies for use of such trademarks or service marks (which may include certification requirements) under a separate policy, as approved by the Board. The Foundation will take such steps as the Board deems necessary and proper to protect its rights under such Marks adopted for use by the Foundation.

**2. Use of Member's Marks.** The Foundation may display the names and logos of the Members on the Foundation's membership webpage. This IP Policy will not grant the Foundation any other right to use the trademarks or trade names of any Member, nor to designate any Member as the source or origin of any Project, except to the extent required to adhere to notice requirements in the applicable Open Source License. The use of the corporate name or corporate logo of each Member will inure solely to the benefit of such Member, and be subject to that Member's usage guidelines, if any, as updated from time to time.

**3. Certification Programs.** The Foundation shall create two certification programs for Cloud Foundry. The fundamental principles underlying the certification programs are that the Cloud Foundry trademarks be used to protect the integrity of the project for Members via (1) a strict trademark policing process, and (2) encouraging no forking of the Foundation software. Furthermore, the Cloud Foundry certification programs shall promote user confidence in Cloud Foundry (quality, interchangeability, functionality) as well as provide guidelines for vendor differentiation and value addition. The two (2) certification programs are the Cloud Foundry platform-as-a-service (“PaaS”) Certification Program, and the Cloud Foundry Compatible Certification Program.

**a. Cloud Foundry PaaS Certification.** In order to be a certified as a Cloud Foundry PaaS, it must include and use all “Required” software components, without modification or substitution. The list of “Required” software components shall be maintained by the PMC Council. Such a certification designation applies to PaaS distributions and software-as-a-service offerings. The remaining certification elements shall be determined separately by the Foundation.

**b. Cloud Foundry Compatible Certification.** In order to be certified as Cloud Foundry compatible, an organization must offer a service and/or buildpack that works with a certified Cloud Foundry PaaS. The criteria that validates such interoperability shall be defined and maintained by the PMC Council. The remaining certification elements shall be determined separately by the Foundation.

**G. Confidentiality and Trade Secrets.** Members acknowledge that the Foundation’s mission is to make the Projects freely available, and, accordingly, Members shall ensure that any Contributions or other materials or information provided by Members’ employees or agents to the Foundation are not subject to any requirement of confidentiality, unless and to the extent expressly agreed upon in advance in writing by the Board and the Member.

### **III. TECHNICAL RESOURCES**

Members may provide the Foundation with engineering resources or other in-kind services, to aid in development of various Projects. In such case, the Member and the Foundation will enter into a written agreement relating thereto.

### **IV. AMENDMENTS**

Any amendment to this IP Policy must comply with the requirements therefor in the Bylaws. Any such amendments will only be applied prospectively and become effective no sooner than thirty (30) days following notification of the vote approving such proposed amendments.

## V. DEFINITIONS

Each capitalized term within this document will have the meaning provided below. Unless otherwise set forth herein, each capitalized term will have the meaning set forth in the Bylaws.

**A. “Apache License 2.0”** means the Apache Software Foundation open source license accessible at <http://www.apache.org/licenses/LICENSE-2.0>.

**B. “Active Project”** means a Project that is undergoing active development and is included in the release train process.

**C. “Archived Project”** means a Project that reaches the end of its useful life, is retained for prosperity, but is no longer actively developed or eligible for release train inclusion.

**D. “Board”** means the Board of Directors elected by the Founders to manage the Foundation affairs Foundation in accordance with the powers and duties enumerated in these Bylaws.

**E. “CLA”** means a contributor license agreement substantially in the form of the Apache Foundation CLA at <http://www.apache.org/licenses/icla.txt> (for individuals) and <http://www.apache.org/licenses/cla-corporate.txt> (for corporations) to be prepared and made available by the Foundation.

**F. “Contributor”** means developers that participate in one or more Projects in a non-committer capacity.

**G. “Contribution”** means any information or materials, including software source code, documentation, or related materials, provided to the Foundation by a Member or other party and which is, or is proposed to be, included in a Project.

**H. “Incubation Project”** means a Project that is proposed for inclusion in the Foundation, undergoing active development, but is not included in the release train process.

**I. “Mature Project”** means a Project that has no planned feature development, but is still supported and part of the release train process.

**J. “Member”** means a person or entity that is a member in good standing of the Foundation in accordance with the Bylaws and any related Membership Agreement.

**K. “Membership Agreement”** means the agreement between the Foundation and each Member regarding each such Member’s rights and obligations as a Member.

**L. “Open Source License”** means any free or open source software license approved by the Open Source Initiative.

**M.** “**Open Source Software**” means any software, whether in source code format or binary code format, made generally available under an Open Source License.

**N.** “**Project**” means one or more of the Foundation’s Cloud Foundry open source projects that have been duly approved as set forth herein, including Active Projects, Mature Projects, Incubation Projects, and Archived Projects.

**O.** “**Project Lead**” means the individual/s responsible for leading a Project.