

**OPENWEB**<sup>TM</sup>  
F O U N D A T I O N

Search this site

[The Agreements > The OWF 1.0 Agreements - Granted Claims >](#)

## **OWF Contributor License Agreement 1.0 - Copyright and Patent**

**Open Web Foundation**

### **Contributor License Agreement (CLA 1.0)**

**(Patent and Copyright Grants)**

#### **Welcome**

#### **Announcements**

#### **The Agreements**

[The OWF 1.0 Agreements - Granted Claims](#)

[The OWF 0.9 Agreements - Necessary Claims](#)

#### **FAQs**

[Open Web Foundation CLA 1.0 & OWFa 1.0 FAQ](#)

[How to Use the Open Web Foundation Agreement 0.9](#)

[CLA Copyright Grant 0.9 FAQ](#)

#### **The Organization**

[The OWF Way](#)

[Users of OWF Agreements](#)

[Join the Legal Drafting Committee](#)

[Records](#)

1. The Purpose of this Contributor License Agreement. This CLA sets forth the terms under which I will participate in and contribute to the development of the Specification. Capitalized terms are defined in the CLA's last section.

#### 2. Copyrights.

2.1. Copyright Grant. I grant to you a perpetual (for the duration of the applicable copyright), worldwide, non-exclusive, no-charge, royalty-free, copyright license, without any obligation for accounting to me, to

reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, distribute, and implement any Contribution to the full extent of my copyright interest in the Contribution.

2.2. Attribution. As a condition of the copyright grant, you must include an attribution to the Specification in any derivative work you make based on the Specification. That attribution must include, at minimum, the Specification name and version number.

### 3. Patents.

#### 3.1. Patent Non-Assert.

3.1.1. The Promise. I, on behalf of myself and my successors in interest and assigns, irrevocably promise not to assert my Granted Claims against you for your Permitted Uses, subject to the terms and conditions of Section 3.1. This is a personal promise directly from me to you, and you acknowledge as a condition of benefiting from it that no rights from me are received from suppliers, distributors, or otherwise in connection with this promise. This promise also applies to your Permitted Uses of

any other specifications  
incorporating all  
required portions of the  
Specification.

### 3.1.2. Termination.

3.1.2.1. As a  
Result of Claims  
by You. All rights,  
grants, and  
promises made by  
me to you under  
this CLA are  
terminated if you  
file, maintain, or  
voluntarily  
participate in a  
lawsuit against  
me or any person  
or entity asserting  
that its Permitted  
Uses infringe any  
Granted Claims  
you would have  
had the right to  
enforce had you  
signed this CLA,  
unless that suit  
was in response  
to a  
corresponding suit  
first brought  
against you.

3.1.2.2. As a  
Result of Claims  
by a Related  
Entity of Mine. If  
a Related Entity of  
mine files,  
maintains, or  
voluntarily  
participates in a  
lawsuit asserting  
that a Permitted  
Use infringes any

Granted Claims it would have had the right to enforce had it signed this CLA, then I relinquish any rights, grants, and promises I have received for the Specification from other signatories of this CLA, unless a) my promise to you was terminated pursuant to section 3.1.2.1, or b) that suit was in response to a corresponding suit first brought by you against the Related Entity.

3.1.3. Additional Conditions. This promise is not an assurance (i) that any of my copyrights or issued patent claims cover an implementation of the Specification or are enforceable or (ii) that an implementation of the Specification would not infringe intellectual property rights of any third party. Notwithstanding the personal nature of my promise, this promise is intended to be binding on any future owner, assignee or exclusive licensee who has been given the right to enforce any Granted



Claims against third parties.

3.1.4. Bankruptcy.

Solely for purposes of Section 365(n) of Title 11, United States Bankruptcy Code and any equivalent law in any foreign jurisdiction, this promise will be treated as if it were a license and you may elect to retain your rights under this promise if I (or any owner of any patents or patent applications referenced herein), as a debtor in possession, or a bankruptcy trustee, reject this non-assert.

3.2. Patent License

Commitment. In addition to rights granted in 3.1, on behalf of me and my successors in interest and assigns, I agree to grant to you a no charge, royalty free license to my Granted Claims on reasonable and non-discriminatory terms, where such license applies only to those Granted Claims infringed by the implementation of my Contribution(s) alone or by combination of my Contribution(s) with the Specification, solely for your Permitted Uses.

4. No Other Rights. Except as specifically set forth in this CLA, no other express or implied patent,

trademark, copyright, or other property rights are granted under this CLA, including by implication, waiver, or estoppel.

5. Limited Opt-Out. I may withdraw my Contribution by providing written notice of that withdrawal within 45 days of submitting that Contribution. Notice of a Contribution withdrawal must be made, at minimum, in writing using the same communication mechanisms that were used to submit the corresponding Contribution and must include the exact material being withdrawn. Upon providing such valid notice, any obligations I incurred under this CLA for that particular identified Contribution will be null and void.

6. Open Web Foundation Agreement ("OWFa") version 1.0 Execution. I acknowledge that the goal of this CLA is to develop a specification that will be subject to the OWFa version 1.0. While I have no legal obligation to execute the OWFa version 1.0 for any version of the specification being developed under this CLA, I agree that the selection and terms of the OWFa version 1.0 will not be subject to negotiation.

7. Antitrust Compliance. I acknowledge that I may compete with other participants, that I am under no obligation to implement the Specification, that each participant is free to develop competing technologies and

standards, and that each party is free to license its patent rights to third parties, including for the purpose of enabling competing technologies and standards.

8. Non-Circumvention. I agree that I will not intentionally take or willfully assist any third party to take any action for the purpose of circumventing my obligations under this CLA.

9. Representations, Warranties and Disclaimers. I represent and warrant that 1) I am legally entitled to grant the rights and promises set forth in this CLA and 2) I will not intentionally include any third party materials in any Contribution unless those materials are available under terms that do not conflict with this CLA. IN ALL OTHER RESPECTS MY CONTRIBUTIONS ARE PROVIDED "AS IS." The entire risk as to implementing or otherwise using the Contribution or the Specification is assumed by the implementer and user. Except as stated herein, I expressly disclaim any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the Contribution or the Specification. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS CLA, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE),



OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. All of my obligations under Section 3 regarding the transfer, successors in interest, or assignment of Granted Claims will be satisfied if I notify the transferee or assignee of any patent that I know contains Granted Claims of the obligations under Section 3. Nothing in this CLA requires me to undertake a patent search.

#### 10. Definitions.

10.1. Bound Entities. "Bound Entities" means the entity listed below and any entities that the Bound Entity Controls.

10.2. CLA. "CLA" means this document, which sets forth the rights, grants, promises, limitations, conditions, obligations, and disclaimers made available for my Contributions to the particular Specification.

10.3. Contribution. "Contribution" means any original work of authorship, including any modifications or additions to an existing work, that I intentionally submit for inclusion in the Specification, which is included in the Specification. For the purposes of this definition, "submit" means any form of electronic, oral, or written communication for the purpose of discussing and



improving the Specification,  
but excluding communication  
that I conspicuously designate  
in writing as not a  
contribution.

10.4. Control. "Control"  
means direct or indirect  
control of more than 50% of  
the voting power to elect  
directors of that corporation,  
or for any other entity, the  
power to direct management  
of such entity.

10.5. Granted Claims.  
"Granted Claims" are those  
patent claims that I own or  
control, including those patent  
claims I acquire or control  
after the Date below, that are  
infringed by Permitted Uses.  
Granted Claims include only  
those patent claims that are  
infringed by the  
implementation of any  
portions of the Specification  
where the Specification  
describes the functionality  
causing the infringement in  
detail and does not merely  
reference the functionality  
causing the infringement.  
Granted Claims under this  
CLA exclude those patent  
claims that would be infringed  
by an implementation of the  
Specification if my  
Contribution to that  
Specification were removed.

10.6. I, Me, or My. "I,"  
"me," or "my" refers to the  
signatory below and its Bound  
Entities, if applicable.

10.7. Permitted Uses.  
"Permitted Uses" means

making, using, selling, offering for sale, importing or distributing any implementation of the Specification 1) only to the extent it implements the Specification and 2) so long as all required portions of the Specification are implemented. Permitted Uses do not extend to any portion of an implementation that is not included in the Specification.

**10.8. Related Entities.**

"Related Entities" means 1) any entity that Controls the Bound Entity ("Upstream Entity"), and 2) any other entity that is Controlled by an Upstream Entity that is not itself a Bound Entity.

**10.9. Specification.**

"Specification" means the Specification identified below as of the date of my last Contribution.

**10.10. You or Your.** "You," "you," or "your" means any person or entity who exercises copyright or patent rights granted under this CLA, and any person or entity you Control.

**Identify the Specification here:**

---

**If signing this CLA as an individual:**

*I acknowledge that, depending upon local law or contractual agreements, when I am employed by or acting on behalf of another entity, the promises I make relating to this Specification may actually be obligations of that other entity. In such a situation, I represent that I*

**If signing this CLA as a Bound Entity:**

*I certify that I am authorized to execute this agreement on behalf of the Bound Entity named below, and that all promises made herein relating to this Specification are commitments of the Bound Entity.*

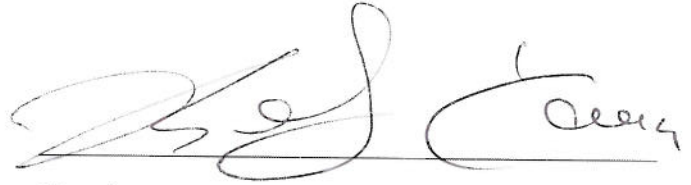
*have been authorized by that entity to make these promises. I also understand that certain Specification projects may require additional private identifying information or certifications from me before they accept my Contributions.*

Signed name

Print name

Email address

Date



Signed name

Eric Yuan

Print name

zhuyuan@cisco.com

Email address

6/8/11

Date

VP. Engineering

Title

Cisco

Bound Entity

170 West Tasman Dr.  
San Jose, CA 95134

Address