

**FINTECH OPEN SOURCE FOUNDATION**  
**INTELLECTUAL PROPERTY POLICY**

**I. Purpose and Scope**

**1. Purpose**

The Fintech Open Source Foundation ("Foundation"), a directed fund of the Linux Foundation, adopted this Intellectual Property Policy (the "IP Policy") in order to minimize the possibility of inadvertent infringement of the IPR of Members and third parties using or implementing any Foundation Standards.

**2. Applicability**

Except for projects that are operating under a technical charter approved by the Governing Board or where explicitly noted: Section III applies to all Foundation activities, including Projects, and all Members and Participants; Section IV applies to all Members and all Foundation Projects; and Section V applies to all Participants in Projects. Participants are also subject to the applicable rules of procedure of the FINOS Projects in which they participate (the "Rules of Procedure").

**3. Amendments**

The Board may amend this IP Policy in accordance with the Foundation's charter ("FINOS Charter"). In the event of a change to this IP Policy, the Board will provide instructions for transition 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 FINOS Charter.

**II. Definitions**

<b><u>Term</u></b>	<b><u>Definition</u></b>
Apache License	The Apache License, version 2.0, as originally published by the Apache Software Foundation.
Board	The Foundation Governing Board.
Charter	A document specifying the technical purpose and parameters of a Project.
Defensive Revocation Term	A term in a License entitling the licensor to revoke the License if the licensee asserts a Necessary Claim under the same Standard Owned by it against any Implementer (including the Licensor), where infringement of such Necessary Claim results solely from the implementation of the Standard.
Draft Standard	A prospective Standard in development by a Standards Project.
Foundation Deliverable	Any software, Draft Standard, Standard or Other Work Product produced by a Project.
Implementers	Those Members and non-Members who desire to use or implement a Standard.

IPR	An abbreviation of "Intellectual Property Rights." As used in this IP Policy, IPR means claims in patents and patent applications and copyrights, but excludes trademarks and trade secrets.
License	Either (a) an agreement to license Necessary Claim(s) to any Implementer, on a perpetual, irrevocable (except by a Defensive Revocation Term authorized under this Policy), non-exclusive and worldwide basis, with such license permitting the licensee to make, have made, use, reproduce, market, import, offer to sell and sell, and to otherwise distribute products that implement such Necessary Claim(s) without charge and upon reasonable and non-discriminatory (RAND) terms compatible with the Open Source Definition found at <a href="https://opensource.org/osd">https://opensource.org/osd</a> , or (b) a binding, perpetual, irrevocable (except by a Defensive Revocation Term authorized under this Agreement), commitment not to assert Necessary Claim(s) against any Implementer of the Standard to which such commitment relates. For the avoidance of doubt, a Defensive Revocation Term consistent with the Open Source Definition is considered to be a RAND term.
Member	A Foundation member of any class
Necessarily Infringed	Unavoidable infringement by an implementation of a Required Element of a Standard, there being no reasonable alternative way to implement that element of the Standard without resulting in such infringement.
Necessary Claims	Those claims under patents and/or patent applications anywhere in the world, whether filed or granted before or after approval of a Standard, that would be Necessarily Infringed by the implementation of the Required Elements of a Draft Standard or Standard. Necessary Claims do not include claims covering reference implementations or implementation examples.
Other Work Product	Any Project deliverable that is not a Draft Standard or Standard. Unless the context otherwise requires, any reference to the adoption of Other Work Product shall also be deemed to apply to the adoption of an amendment to that Other Work Product as well. For the avoidance of doubt, only Sections V.2, V.3, and V.4 of this IP Policy apply to Other Work Product.
Owned	With respect to any Necessary Claim(s), the word "Owned" includes any Necessary Claim(s) that are controlled but not Owned by the Participant in question, provided that the Participant in question is (i) entitled to sublicense such Necessary Claim(s), and (ii) would not incur an obligation to pay any royalty or other compensation to the true owner of such Necessary Claim(s) in connection with a sublicense.
Participant	Any Member or, if permitted, non-Member that enrolls to take part in a Standards Project that has not withdrawn from such Standards Project within 60 days of its enrollment.
Project	A software development effort or standard-development project hosted by the Foundation in which Members and non-Members may participate.

Related Party	Any entity that is directly or indirectly controlled by, under common control with, or that controls the subject party. For this purpose, “control” means beneficial ownership or the right to exercise more than 50% of the voting power for the entity. Any Member or potential Member that believes that the application of this definition would result in unfairness, as applied in its unique circumstances, may apply for a limited and fact-specific exemption on such form as the Foundation may from time to time make available for that purpose.
Representative	Any individual that acts on behalf of a Participant in connection with a Standards Project, or in the completion of any form to be delivered to the Foundation pursuant to the IP Policy or the Rules of Procedure.
Required Element	Any element of a Draft Standard or Standard, including without limitation any element that has been designated as "optional," "alternate" or otherwise.
Standard	A technical specification, which may incorporate software, that is produced by a Project and that could, if used or implemented as intended, infringe a claim(s) under an issued patent or a patent application anywhere in the world. Unless the context otherwise requires, any reference to the approval of a Standard shall also be deemed to apply to the approval of an amendment to a Standard as well.
Standards Project	A Project chartered to produce a Standard or Standards.
Submission	An affirmative and knowing contribution of material embodying IPR with the intention that such material be considered for inclusion in a Standard or Other Work Product. A Submission, in written or electronic form, may occur: as a result of an unsolicited offer to the Foundation of existing technology by a Member or third party; in response to a general Foundation request for proposals; or from a Participant at any time during the operations of a Standards Project.
Submitter	Both a Participant as well as any Representative(s), and any other person or entity making a Submission.
Technical Committee	At any relevant time, the most senior technical committee involved in the technical process.

### III. Rules Relating to Trademarks and Trade Secrets

**1. Trademarks.** The Foundation will maintain and publish trademark guidelines on its website (“**Trademark Guidelines**”). The Trademark Guidelines will provide guidance for anyone who desires to display or otherwise use the Foundation’s trademarks. The Foundation and its Members will adhere to the Foundation’s Trademark Guidelines adopted herewith, as may be amended from time to time.

**1.1. 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 Foundation Deliverables. 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.

**1.2. Use of Member's Marks.** The Foundation may display the names 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 Foundation Deliverable, except to the extent required to adhere to notice requirements in the applicable open source license. The use of the corporate name 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.

**2. Confidentiality and Trade Secrets.** Members acknowledge that the Foundation's mission is to make all Foundation Deliverables freely available, and, accordingly, Members will ensure that any contributions or other materials or information provided by Members' employees, agents and Participants 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. Participants in Projects will not be expected to reveal trade secret information in the course of their participation or be asked by the Foundation to sign non-disclosure agreements. The Foundation will not be held responsible for the disclosure of any Member's or non-Member's trade secrets, regardless of the circumstances.

#### **IV. Rules Relating to Open Source Software Development**

**1. Project License.** Unless otherwise approved by the Board in accordance with the FINOS Charter, all software produced by Projects managed by the Foundation will be licensed under the Apache License 2.0.

**2. Contributions.** Unless otherwise approved by the Board, all Projects will utilize the form of corporate and/or individual Contributor License Agreement ("CLA") approved by the Board. No Contribution (as defined in the CLA) may be accepted for a Project unless and until the contributor has agreed to the CLA or an alternative agreement as set forth in Section II.D below.

#### **3. Patents.**

**3.1. Software Incorporated into Standards.** Software incorporated into Standards is subject to the patent licensing requirements set out in Section V of this IP Policy.

**3.2. No Additional Patent Licenses.** 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.

**4. Copyrights.** All contributors providing contributions to the Foundation, including Participants, must, license their contributions to the Foundation according to the Contribution Policy or under 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 applicable Project. Alternative agreements are discouraged, and must be approved in advance by the Board.

## **V. Rules Related to Standards Development**

### **1. Overview**

To ensure that Standards produced by Standards Projects may be implemented free of undue encumbrance by IPR owned by Project Participants, Standards Projects established after the effective date of this Policy will use either (1) the Community Specification License Version 1.0 or later or (2) a governance and licensing structure approved by the Governing Board.