

This DoseID Intellectual Property Rights (“**Policy**”) defines the terms and conditions governing the development, release and use of DoseID specifications, test materials, and other information materials including documentation. DoseID may launch projects or develop other types of materials that are not covered by this Policy. The terms and conditions governing such other projects and materials, if any, will be supplemental to this Policy.

## Definitions

Capitalized terms have the meaning ascribed to them below or in the text of this Policy.

“**Affiliate**” has the meaning set forth in the DoseID Membership Agreements

“**Board**” means the Board of Directors of DoseID as set forth in the DoseID Bylaws.

“**Confidential Information**” means the DoseID Confidential Information and the Member Confidential Information, provided that Confidential Information excludes information 1) already known by the receiving party prior to disclosure; (2) publicly available through no fault of the receiving party; (3) rightfully received without a duty of confidentiality; (4) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (5) independently developed by the receiving party; (6) disclosed pursuant to an order of a court or other authorized governmental body, or as required by law, provided that the receiving party provides reasonable prior written notice to the disclosing party, and cooperates with the disclosing party, so that the disclosing party has the opportunity to oppose any such order in accordance with Section 1.4; or (7) disclosed by the receiving party with the disclosing party’s prior written approval.

“**Contribution**” means a submission which may include, but is not limited to, suggestions, comments, recommendations, feedback, or edits by a Member proposing an addition to or modification of a Deliverable, or portion thereof, whether of a technical, marketing, or business nature. Such a submission is not a Contribution unless it is either (i) submitted in writing including a writing in electronic medium or (ii) stated orally, memorialized with specificity in the written minutes of a meeting, and attributed in the meeting minutes to the submitting Member, provided that the minutes are promptly provided to the individual representing the submitting Member, unless the submitting Member withdraws the oral Contribution in writing as soon as practicable and in any event, no later than fourteen (14) days of receipt of such written minutes.

“**Contributor**” means a Member who submits a Contribution as set forth in this Policy.

“**DoseID Confidential Information**” means only the following: (i) any Deliverable (including Contributions submitted for the development of such Deliverable) that has not been approved and publicly released by DoseID; (ii) meeting minutes of any Working Group, Committee, and Board; (iii) all information disclosed prior to the Effective Date for the Purpose including for formation and operation of DoseID; and (iv) all other information that is designated as Confidential Information by the Board, an officer of DoseID, or their authorized designees, or by the chairperson of a Working Group or Committee.

“**Deliverables**” mean Draft or Final, as the context implies, Specifications, Test Materials, and Informational Materials. Each Deliverable shall include a written designation identifying the Deliverable as a Specification, Test Material, or Information Material.

“**Draft Informational Materials**” means, except for Final Informational Materials, all documentation and other materials including audio, video, and audiovisual works such as for illustrative purposes architectural diagrams, use cases, high level requirements documents, and educational and promotional materials, but excluding Specifications and Test Materials.

**“Draft Specification”** means except for a Final Specification, an interoperability or performance specification, which among other things, specifies the requirements that products and services must implement or satisfy, as applicable, to be DoseID compliant.

**“Draft Test Materials”** means collectively or individually, as the context implies, and except for Final Test Materials, those test plans, test procedures, test specifications, test suites, test software, reference implementations, or reference designs, that may be used to determine if an implementation is compliant in accordance with a Final Specification.

**“Final Informational Material”** means a Draft Informational Material that is approved as final by the Board or otherwise in accordance with the Governance Documents.

**“Final Specification”** means a Draft Specification that is approved as final by the Board or otherwise in accordance with the Governance Documents.

**“Final Test Materials”** means Draft Test Materials that are approved as final by the Board or otherwise in accordance with the Governance Documents.

**“Governance Documents”** means the DoseID Articles of Incorporation, Bylaws, Voting and Non-Voting Membership Agreements, this Policy, and any other policy, procedure or agreement duly adopted by DoseID, and any amendments to any of the foregoing, and posted on its website at <https://doseid.com/governance/#docs>.

**“Initial Name”** means the wordmarks and logos listed on <https://doseid.com/governance/marks/>.

**“IP Rights”** means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms and other industrial property rights; (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

**“IP-Similar SDOs”** means standards development organizations (SDOs) whose patent policies provide for patent disclosure and permit patent holders to make RAND License Commitments including for illustrative purposes only, SDOs accredited by the American National Standards Institute (ANSI).

**“Marks”** means any names, logos, trademarks, certification marks or trade names including the Initial Name adopted by DoseID.

**“Member”** means each Voting Member and Non-Voting Member provided that Non-Voting Members who are not participating in any Working Groups or Committees are not deemed Members for purposes of Section 3.2 -3.5.

**“Member Confidential Information”** means the confidential information defined in Section 1.3.

**“Necessary Claims”** means claims of a patent or patent application other than design patents and design registrations, throughout the world that: (a) are owned, controlled, or licensable as set forth in this Policy by a Member now or at any future time; and (b) are necessarily infringed by implementing the mandatory portions of a Final Specification, that are within the bounds of the Scope.

**“Non-Voting Member”** means any entity and its Affiliates that has executed the DoseID Non-Voting Membership Agreement. Such entity is only a Non-Voting Member during its Membership Term (as defined in the DoseID Non-Voting Membership Agreement).

**“Purpose”** means any lawful activity undertaken by DoseID in accordance with its Governance Documents.

“**Scope**” means the scope described in the charter of a Working Group or Committee, as applicable, in which a Draft Specification is being developed.

“**Standards Essential Patent**” means a patent or patent application that is likely to contain a Necessary Claim. For the avoidance of doubt, a Member may consider the maturity of a Draft Specification, as well as the stage of patent prosecution in connection with a patent application, in assessing whether claims are likely to be Necessary Claims.

“**Voting Member**” means any entity and its Affiliates that has executed the DoseID Voting Membership Agreement. Such entity is only a Voting Member during its Membership Term (as defined in the DoseID Non-Voting membership Agreement).

## 1. Confidential Information

**1.1 Non-Disclosure and Use of Confidential Information.** A Member shall only use Confidential Information in furtherance of the Purpose and its participation in DoseID. With respect to Confidential Information, the receiving party agrees, for a period of five (5) years from the initial date of disclosure, to use the same care and discretion to avoid disclosure, publication, and dissemination outside the receiving party and its Affiliates, contractors and consultants as the receiving party employs with its own Confidential Information, but no less than reasonable care. Any disclosure by a receiving party to its Affiliates, contractors and consultants should be subject to an obligation of confidentiality at least as restrictive as those contained in this Section 1.

**1.2 Residuals.** Notwithstanding anything to the contrary herein, any Member and its Affiliates shall be free to use the residuals of Confidential Information for any purpose including use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term "residuals" means that Confidential Information in non-tangible form, which may be retained in the unaided memories of individuals who have not intentionally memorized such Confidential Information and have had rightful access to such Confidential Information under this Policy. It is understood that receipt of Confidential Information hereunder shall not create any obligation in any way limiting or restricting the assignment or reassignment of any employees of a Member or its Affiliates within Member's or Affiliate's organization. However, this Section 1.2 shall not be deemed to grant to any party a license under another party's copyrights or patents.

**1.3 Member Confidential Information.** Notwithstanding that Members are prohibited from disclosing Draft Deliverables including Contributions made to them under this Policy, Member Contributions are made on a non-confidential basis and DoseID may include such Contributions in any Deliverable that may be made public upon final adoption by the Board in accordance with the Governance Documents. From time to time, a Member may deem it necessary to disclose confidential information to DoseID or other Members in connection with the disclosing Member's participation in DoseID. In such instances such disclosing Member may disclose the relevant information in confidence to DoseID and other Members, and such information shall be considered Member Confidential Information of the disclosing Member if, and only if, the information is specifically designated as Confidential Information by the disclosing Member at the time of disclosure. Notwithstanding the foregoing, information shall be deemed Member Confidential Information if a Member inadvertently discloses it without identifying it as confidential at the time of disclosure but notifies DoseID and all Members to whom such Confidential Information has been disclosed (in accordance with the following sentence) of the disclosing Member's intention to maintain the confidentiality of such information and the receiving parties have not disseminated the subject information outside of their organization prior to receiving such notice. Any such designation shall be effected by marking any information disclosed in writing in a manner which indicates it is the Confidential Information of the disclosing Member. By disclosing Member Confidential Information, a Member agrees that should any such Member Confidential Information be necessarily, inherently, or inferentially disclosed by a Final Deliverable, such information will not be considered Confidential Information to the extent it has been disclosed by such Final Deliverable and such Member will waive all confidentiality and shall allow publication of such Final Deliverable.

**1.4 Disclosure Required by Law.** This Section 1.4 will not be construed to prohibit disclosure of Confidential Information to the extent required by law or valid order of a court or other governmental authority; provided, however, that prior to disclosure, the receiving party shall first give prompt written notice to the disclosing party sufficiently in advance to permit the disclosing party to contest the subpoena or other required or requested disclosure and/or seek a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued; and provided further that the receiving party shall provide the disclosing party with reasonable assistance with any such action.

**1.5 Return of Materials.** A disclosing party may request that a receiving party promptly return to the disclosing party or destroy, at the disclosing party's election, all materials (including all copies and back-ups in all forms and media) that contain, relate to, or constitute Confidential Information of the disclosing party, the receiving party has in its possession or control, and shall promptly certify such return or destruction to the disclosing party.

**1.6 Other Lawful Disclosure.** Under the Defend Trade Secrets Act, 18 U.S.C. § 1833(b), an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If an individual files a lawsuit for retaliation by DoseID for reporting a suspected violation of law, the individual may disclose the trade secret to their attorney and use the trade secret in the proceeding if the individual (A) files any such document containing a trade secret under seal; and (B) the individual does not disclose the trade secret except pursuant to court order.

## **2. Copyrights**

**2.1 Copyright in Deliverables.** Copyright in all Deliverables vests in DoseID subject to the provisions of this Section 2. All Deliverables will bear a copyright notice identifying DoseID as the copyright holder.

**2.2 Development License for Contributions.** Each Contributor hereby grants a royalty-free, fully paid-up, worldwide copyright license to copy, modify, distribute, display, and otherwise use the Contribution solely to enable DoseID, its Working Groups, its Committees, or its Board of Directors, as may be applicable, to develop a Draft Deliverable.

**2.3 Grants to Included Contributions in Documentation.** If a Contribution is incorporated, in whole or in part, in modified or unmodified form, into a Draft Deliverable ("**Included Contribution**"), the applicable Contributor hereby agrees to license its copyright interests in its Included Contribution incorporated in the corresponding Final Deliverable to DoseID with the sole right to sublicense such Included Contribution as incorporated into the Final Deliverable in accordance with this Policy. In accordance with Section 1.3, each Contributor hereby agrees that its Included Contributions are not Confidential Information.

**2.4 Limited Copyright Assignment.** Each Contributor agrees to assign to DoseID a joint and undivided copyright interest in its Included Contribution solely to the extent that such assignment is required by DoseID to enforce its copyright interests in the Final Deliverable with regard to unauthorized use of the Final Deliverable, and DoseID will not exercise its rights in such assigned copyright interests in the Included Contribution except for the sole purpose of pursuing the relevant enforcement activities. Neither DoseID nor any Contributor shall have any duty to account or seek permission from any other party in order to exploit the assigned Included Contribution. Each Contributor agrees to reasonably cooperate with DoseID to perfect the foregoing assignment upon DoseID's written request, provided that DoseID reimburses such Contributor for reasonable expenses required to perfect such assignment.

**2.5 Notices Affixed to Deliverables.** All Deliverables shall bear the designation shown in **Exhibit B**.

### 3. Patents

**3.1 Patent Ownership.** DoseID does not and will not own or control any patents but wishes to promote licensing transparency to encourage widespread use of its Final Specifications. Notwithstanding the foregoing, DoseID seeks Contributors willing to submit the best and most practical technical Contributions to Draft Specifications without unreasonable risks associated with unintentionally relinquishing valuable patent rights while at the same time fostering transparency as to whether products or services that implement Specifications may require parties to negotiate patent licenses. The provisions of this Section 3 are applicable only to Deliverables designated as Specifications.

**3.2 Disclosure Obligations.** Member is required to disclose any Standards Essential Patents to DoseID by submitting the completed form set forth in Exhibit A (“**Patent Declaration**”) in the manner set forth in Exhibit A. Exhibit A may be updated from time-to-time by the Board, at the Board’s discretion and such updated form shall not be subject to the Governance Document Notification Period (as that term is defined in the Member’s Membership Agreement). Patent Declarations must be submitted by a Member as soon as reasonably practical under the circumstances. For example, a Patent Declaration disclosing a Standards Essential Patent relevant to a Member’s own Contribution should be submitted at the time of, or shortly after, the Contribution has been made. While there is no requirement that a Member search its patent portfolio for Standards Essential Patents or actively investigate whether the Member owns or controls Standards Essential Patents, the Member is expected to disclose a patent when the Member becomes aware that the patent is a Standards Essential Patent.

**3.3 License Statement.** A Member submitting a Patent Declaration must also indicate its (i) willingness to license its Necessary Claims in its disclosed Standards Essential Patents on reasonable and non-discriminatory terms and conditions which may either include reasonable royalties or other reasonable license fees (RAND) or be free of royalties or other license fees (RAND-RF), or (ii) unwillingness to license its Necessary Claims in its disclosed Standards Essential Patents (the selected statement hereafter a “**License Statement**”). RAND or RAND-RF licenses may only be negotiated between the parties involved and without the involvement of DoseID and outside any DoseID hosted or organized meeting or event. No Member shall be required to grant a RAND or RAND-RF license to any party if such party is unwilling to make a reciprocal grant to such Member under such party’s Necessary Claims. Any Member indicating that it is unwilling to license under RAND or RAND-RF terms must identify those portions of the applicable Specification that such Member believes are covered by its Necessary Claims on its Patent Declaration. No Member may elect that it is unwilling to license its Necessary Claims if the patent claims became Necessary Claims as a result of the Member’s own Contributions.

**3.4. RAND, RAND-RF Terms and Conditions.** The following terms and conditions are hereby deemed RAND under this Policy:

(i) The license may be limited to only products and services that comply with the applicable Final Specification and to only those portions of such compliant products and services that implement the mandatory portions of such Final Specification.

(ii) The license may be terminated or suspended if the licensee brings an action claiming that the licensor’s compliant products or services infringe the licensee’s Standards Essential Patents.

(iii) The license to Necessary Claims may preclude sublicensing or restrict have made rights provided that no party in the chain of distribution would be prohibited from implementing the portions of the Final Specification that apply to that party’s compliant products or services. For the avoidance of doubt licensors under this Policy may license at any point in the chain of distribution of a compliant product or service so long as no party is prohibited by the license to Necessary Claims from making, using, selling, offering to sell, or importing the portions of such compliant products or services that such party implements.

(iv) The license may include all other reasonable terms and conditions that are customarily found in patent licenses to which reasonable parties acting in good faith would mutually agree upon.

**3.5 Failure to Comply.** Any Member who fails to comply with Sections 3.2 and 3.3 hereby agrees that it will license its Necessary Claims under RAND terms and conditions as if such Member had elected a RAND commitment on its License Statement.

**3.6 DoseID Applicable Procedures.**

**(a) Receipt of a Patent Declaration.** Upon receipt of a Patent Declaration, DoseID will review the Patent Declaration for completeness. If the Patent Declaration has not been properly completed DoseID will notify the applicable Member and the applicable Member will have 30 days to properly complete and resubmit its Patent Declaration.

**(b) Patent Declaration Availability.** DoseID will make each Patent Declaration available to Members within 30 days from receipt of the completed Patent Declaration by posting the Patent Declaration to a Members-only Patent Declarations page. Instructions for accessing such page shall be posted on the DoseID website, member portal, or other member-only document management system. If DoseID publishes a Final Specification to non-Members with no obligation of confidentiality, then any Patent Declarations submitted in connection with that Final Specification shall be posted on the DoseID Public Patent Declarations page at <https://doseid.com/governance/patent-declarations/>.

**(c) Patent Policy Reminders.** At the outset of each DoseID meeting of the Board, Working Groups or Committees where a Specification is to be discussed, the person chairing such meeting shall remind all Members attending such meeting of their obligations pursuant to this Section 3. Such reminder shall be memorialized in the minutes of each meeting.

**(d) Specification Labelling.** Each Specification, in addition to the copyright notice required in Section 2.5, shall include a notice reminding Members of their obligation to disclose their Standards Essential Patents in accordance with this Policy as follows:

*“DoseID Members are reminded of their obligation to abide by the DoseID patent policy as set forth in Section 3 of the DoseID IPR Policy. DoseID may have received Patent Declarations in connection with this Specification. If any such Patent Declarations have been received, interested parties may review them at <https://doseid.com/governance/patent-declarations/>. DoseID disclaims any responsibility for determining whether any Standards Essential Patents identified in a Patent Declaration contain Necessary Claims, or whether any such Necessary Claims are valid or enforceable. DoseID takes no position on validity, infringement, the enforceability of any patent, or whether the terms of any license offered or entered into are in compliance with the DoseID IPR Policy.”*

**(e) Member Indicating Unwillingness To License.** If DoseID receives a Patent Declaration with a License Statement in which a Member indicates that it is unwilling to license under RAND or RAND-RF terms and conditions, DoseID will convene a task group, which will include legal counsel, to develop a recommendation for the Board as to how to proceed. No Working Group, Committee or subgroup thereof may discuss the validity, scope, enforceability, or license terms of any patent licenses in connection with their participation in DoseID, provided that Members may note that a Patent Declaration has been submitted or that one has been posted by DoseID as described in Section 3.6(c).

**3.7 Patent Transfer.** Any Member who assigns, transfers, or exclusively licenses (“**Transfers**”) any Standards Essential Patents must make such Transfer subject to (i) Section 3.5 and to any License Statement made by the Member in its Patent Declarations, and (ii) a requirement that each subsequent transferee of the Standards Essential Patents makes such Transfer subject to this Section 3.7.

**3.8 Third Party Standards Essential Patents.** No Member is obligated under this Policy to investigate or otherwise advise DoseID of any patents or patent applications it believes are Standards Essential Patents owned by another party. If DoseID is advised of the possibility of a party owning or controlling a Standards Essential Patent, DoseID will use good faith efforts to contact such party so that a request can be made to that the party, whether a Member or non-member, to complete a Patent Declaration in accordance with this Policy. If a completed Patent Declaration is received, DoseID will post it in accordance with this Policy. Each

Member hereby agrees that DoseID is not required to take any steps beyond what is required by this Section 3.8 in connection with possible Standards Essential Patents identified by parties who do not own or control such Standards Essential Patents.

### **3.9 Liaison Arrangements.**

DoseID may enter into liaison arrangements with IP-Similar SDOs that may further develop and/or ratify Final Specifications. Each Member hereby agrees to abide by such IP-Similar SDO's intellectual property rights policy regarding the Final Specification submitted to such IP-Similar SDO as if that Final Specification is a contribution of that Member to such IP-Similar SDO and the Member is a participant in the further development or ratification of the Final Specification. Each Member hereby agrees that such IP-Similar SDO is a third-party beneficiary of the foregoing agreement in this Section 3.9. Any members or participants of an IP-Similar SDO invited to participate in the development or review of a Deliverable under a liaison agreement with DoseID shall be required to abide by all applicable provisions of this Policy. If DoseID chooses to enter into a liaison agreement with a standards development organization which is not an IP-Similar SDO, DoseID will provide all impacted Members at least 45 days-notice during which any such Member may object to the liaison arrangement in writing to the Board. The Board will consider any reasons provided with the objection and make good faith efforts to resolve such objection, provided the objection and accompanying reasons were received by the Board on a timely basis.

## **4. Test Materials**

**4.1 Development License.** In addition to the license granted in Section 2.2, each Contributor hereby grants DoseID a worldwide, perpetual, irrevocable, fully-paid up, royalty-free, sublicensable, transferable license under its IP Rights in its Contributions but solely as incorporated into any Test Materials ("**Test Materials Contributions**") for the sole purpose of DoseID making such Test Materials available to other parties under a license duly approved by DoseID in accordance with the Governance Documents ("**Test Materials License**").

**4.2 Test Material Licenses.** Any Test Materials License shall limit the use of the Test Materials solely for evaluation and testing purposes. The Test Materials License will be referenced in the charter of any Working Group or Committee tasked with developing the applicable Test Materials.

## **5. Marks and Logos**

**5.1 Usage Guidelines.** DoseID shall take such steps as the Board deems necessary and proper to protect DoseID's rights under the Marks adopted for use by DoseID. In furtherance thereof, the Board shall establish and disseminate reasonable conditions and procedures for the licensing and use of such Marks, demonstrably free of unfair discrimination among the Members ("**Usage Guidelines**"). All adopted Marks and their respective Usage Guidelines at <https://doseid.com/governance/marks/>. In some instances, DoseID may establish a licensing program for certain of its Marks, such as by way of example only, Marks used to indicate that a product or service has been certified as compliant by DoseID. In such cases, the Usage Guidelines may be made available with the applicable license.

**5.2 Adoption of Marks.** In the event that DoseID proposes to adopt any Mark except for the Initial Name, and trademarks based on the Initial Name for use with any of the Deliverables or with any products or services that may be certified by DoseID, DoseID shall provide notice to the Members at least forty-five (45) days in advance ("**Mark Notification Period**"). Each Member agrees not to oppose or otherwise challenge such Mark unless it provides written notice to DoseID objecting to the proposed Mark and specifying the reasons for such objection during the Mark Notification Period.

**5.3 Member's Adoption and Use.** Each Member agrees not to use or adopt any marks for any product, service, or published materials that is likely to cause confusion (as determined under applicable U.S. or foreign trademark laws) with any of the Marks adopted by DoseID, unless agreed to in advance by the Board.

**5.4 Obligations Upon Joining.** If a Mark, including the Initial Name and any mark based on such Initial Name, has been adopted prior to the Member's Effective Date (as defined in the Member's Membership Agreement), the Member is bound by this Section 5 and has no opportunity to challenge such previously adopted Marks.

## **6. Effect of Member Termination or Withdrawal**

**6.1 Contributions.** Contributions cannot be withdrawn once submitted. Upon termination or withdrawal by a Member, such Member's licensing and assignment obligations, as set forth in this Policy, survive even with respect to Final Deliverables approved after the effective date of termination or withdrawal.

**6.2 RAND License Statements.** The RAND or RAND-RF commitments made in a Member's submitted Patent Declaration pursuant to Section 3.3(i) are irrevocable even if the Member's membership in DoseID terminates. If a Member incurs a license commitment pursuant to Sections 3.3(i) or 3.5, such commitment survives such Member's termination or withdrawal.

**6.3 Marks.** All agreements under Section 5 that are effective prior to a Member's effective date of termination or withdrawal survive such termination or withdrawal.

**6.4 Confidential Information.** The obligations set forth in Section 1 survive a Member's termination or withdrawal.

## **7. Representations, Warranties, Disclaimers**

**7.1 Member's Representations for Contributions.** Each Member represents and warrants, with respect to its Contributions, that such Member has the right and authority to submit its Contributions subject to this Policy. Member further represents and warrants that, subject to the actual knowledge of the Member's participating representatives, (i) Member's Contributions do not violate or incorporate the copyright or trade secret interests of another party, (ii) neither providing nor using Member's Contributions to develop, distribute or publish a Deliverable pursuant to this Policy are conditioned upon additional agreements, and (iii) no claim has been asserted against the Member in writing that Member's Contribution would violate any IP Rights, of another party. Member represents and warrants that it will not intentionally shield its participating representatives from access to any information that if known to such participating representatives would conflict with the representations and warranties under this Section 7.1.

**7.2 Disclaimer Concerning Deliverables.** IN NO EVENT WILL DOSEID OR ITS MEMBERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATING TO ANY USE OR DISTRIBUTION OF ANY DOSEID DELIVERABLE, WHETHER OR NOT (1) DOSEID OR ITS MEMEBERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (2) SUCH DAMAGES WERE REASONABLY FORESEEABLE, AND ARISING OUT OF OR RELATING TO ANY USE OR DISTRIBUTION OF A DELIVERABLE.

**7.3 No Other Licenses.** The Members agree that no license, immunity, or other right is granted by DoseID or any Member to any other Member, either directly or by implication, estoppel, or otherwise, other than the agreements to grant licenses expressly set forth in this Policy.

## Exhibit A: Form of Patent Declaration

<b>Date Submitted</b>		
<b>Specification Name (including version)</b>		
<b>Member</b>	<b>Entity Name</b>	
	<b>Entity Address</b>	
<b>Member's Authorized Representative</b>	<b>Name</b>	
	<b>Email</b>	
	<b>Phone</b>	

In compliance with Sections 3.2 and 3.3 of the DoseID IPR Policy, the above-identified Member hereby discloses the following Standards Essential Patents as defined in the DoseID IPR Policy. To the extent that any of the claims contained in the identified Standards Essential Patents are Necessary Claims, the above-identified Member hereby indicates its License Statement for such Necessary Claims in accordance with the IPR Policy.\*

Patent or Patent Application No.	Country	Assignee	RAND Commitment (Select One)		Unwilling to License on RAND or RAND-RF
			May Include Reasonable Royalties or Other Fees	Compensation Free	List applicable sections of above identified Specification

\*Add extra rows if needed.

<b>Member's Authorized Representative Signature</b>	
<b>Date</b>	

## Exhibit B: Deliverable Proprietary Notice\*

Copyright © <<YEAR>> DoseID and its Contributors. All rights reserved.

The DoseID logo is a trademark of the DoseID Consortium, Inc. (DoseID) in the United States or other countries and is registered in one or more countries. Removal of any notices or disclaimers contained in this document is strictly prohibited. The publication of this document is for informational purposes only. THIS <<insert Specification, Document, Test Material, etc. as may be applicable>> IS PROVIDED "AS IS," AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL THE DOSEID OR ANY OF ITS MEMBERS BE LIABLE TO ANY PARTY UNDER ANY CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INCIDENTAL INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY COMMERCIAL OR ECONOMIC LOSSES, WITHOUT LIMITATION, INCLUDING AS A RESULT OF PRODUCT LIABILITY CLAIMS, LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND IN CONNECTION WITH THE SUBJECT MATTER OR USE OF THIS <<insert Specification, Document, Test Material, etc. as may be applicable>>.

\*All Drafts should include the same notice and additionally include "**This Draft has not been approved by DoseID and is Confidential Information of DoseID.**"