

# Global Professional Blockchain Council of Canada

## GPBCC Intellectual Property Rights Policy

Last Updated: 18 January 2023

### 1. IPR Generally

#### 1.1 Purpose

GPBCC LLC (the “Council”) has adopted this Intellectual Property Rights Policy (the “Policy”) in order to minimize the possibility of inadvertent infringement of IPR by Members and third parties using or implementing any Council Standards.

#### 1.2 Applicability

All Members, and all third parties participating in or attending any Work Group or technical process meeting or initiative are subject to this Policy and (when approved by the Council) any related rules of procedure (the “Rules of Procedure”) for that meeting or initiative. To the extent that any third party is permitted by the Council to participate in any Work Group or other Council technical process, it shall enter into an agreement approved by the Council under which it agrees to be bound by the terms of this Policy.

### 2. Definitions

Term	Definition
Compliant Product	A product or service that implements all Required Elements of a Standard. For the avoidance of doubt, where more than one option for implementing a given Required Element is included in a Standard, implementation of any such option is regarded as implementation of such Required Element for purposes of the definition of Compliant Product.
Draft Standard	A technical standard or specification and any supporting materials, and any other work product containing IPR that is produced by a Work Group, that has not yet been formally adopted by the Council. Unless the context otherwise requires, any reference to a Draft Standard shall also be deemed to apply to an amendment to a Standard until such amendment has been formally adopted by the Council.
Implementation License	An agreement substantially in the form of <a href="#">Exhibit A</a> to this IPR Policy, as may be amended by the Council from time to time, between the Council and an Implementer that relates to a Standard.

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Implementers	Those Members and non-Members who desire to use or implement a Standard and, with respect to that Standard, either (i) have entered into an appropriate Implementation License with the Council, or (ii) are legally bound to comply with the terms of this IPR Policy.
IPR	An abbreviation of “Intellectual Property Rights.” As used in this Policy, IPR means (i) claims in patents, patent applications, continuations, divisionals, reexaminations, reissues, continuations-in-part, and foreign equivalents of the foregoing, anywhere in the world, and (ii) copyrights and copyright applications, including renewals, in the United States or any other country; but excludes trademarks and trade secrets, which are not included in a Member’s or Related Party’s obligations under this Policy.
Investment Portfolio Subsidiary	Any entity where the shares, assets, or ownership interests of such entity are acquired and held by a Related Party and (i) such entity is not consolidated with the Related Party’s parent company for reporting, tax and accounting purposes, or (ii) such shares, assets, or ownership interests are held for a period of time to enable the sale or disposition thereof on a reasonable basis, and, during the period such shares, assets, or ownership interests are held, the holding company of such entity does not routinely manage or operate such entity except as may be necessary or required to obtain a reasonable return on investment upon resale or disposition.
Management Committee	The committee of the same name established by the Council’s LLC Agreement, or such other or successor committee authorized from time to time by the Executive Committee of the Council to consider the matters contemplated to be submitted to the Management Committee for consideration pursuant to this Policy.
Member	A member of the Council’s LLC Agreement.
Necessary Infringement	Infringement by an implementation of any Required Element or Other Element of a Standard in a Compliant Product, there being no commercially and technically reasonable alternative way to implement that element of the Standard without resulting in such

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	<p>infringement. For the avoidance of doubt, where more than one option for implementing a given element is included in a Standard, infringement by either option is regarded as Necessary Infringement.</p>
Necessary Claims	<p>Those claims under patents, patent applications, continuations, divisionals, reexaminations, reissues, and continuations-in-part, and foreign equivalents of the foregoing, anywhere in the world now or in the future that would be subject to Necessary Infringement as a result of the implementation of a Standard in a Compliant Product. Necessary Claims do not include: (a) claims covering reference implementations or implementation examples; (b) claims that would be infringed only by any enabling technology that may be necessary to make or use any implementation of a Standard, but are not expressly set forth in the Standard; and (c) claims that would be infringed only by an implementation that complies with a specification, requirement or standard not developed by or on behalf of the Council but which are merely incorporated by reference into a Standard.</p>
Non-Assertion Commitment	<p>A commitment under this Policy, pursuant to which a Technical Participant or Related Party thereof as grantor irrevocably covenants and agrees that it will not seek to enforce any of its Necessary Claims specified in Section 3.1(ii) below under a Standard anywhere in the world at any time now or in the future against (a) the Council for any use, implementation, or Necessary Infringement of such claims resulting from compliance with such Standard or any version thereof, or (b) any Implementers of any such Standard or version thereof with respect to those portions of any Compliant Products that implement any version of such Standard, provided that such Compliant Product has been developed by a person or entity that has also entered into, and is in compliance with, a Non-Assertion Commitment or an Implementation License.</p>
Other Element	<p>Any element of a Draft Standard or Standard other than a Required Element.</p>
Other Work Product	<p>Any materials that would not reasonably be expected to result in the infringement of a patent if used as intended.</p>

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Owned	With respect to any Necessary Claim(s), the words “Owned” and “Owner” include: (i) ownership of all right, title and interest in any Necessary Claim(s), and (ii) Necessary Claim(s) that are controlled but not owned by the Technical Participant or Related Party in question, provided that the Technical Participant or Related Party in question is entitled to sublicense such Necessary Claim(s) on a royalty-free basis.
Related Party	Any entity that is directly or indirectly controlled by, under common control with, or that controls the subject party, other than an Investment Portfolio Subsidiary. For this purpose, “control” means beneficial ownership or the right to exercise more than 50% of the voting power for the entity. Any Technical Participant or potential Technical Participant 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 Council may from time to time make available for that purpose.
Required Element	Any element of a Draft Standard or Standard that has not been identified as “Optional,” or as “included for informative purposes only”.
Standard	A Draft Standard that has been formally adopted by the Council. Unless the context otherwise requires, any reference to the adoption of a Standard shall also be deemed to apply to the adoption of an amendment to a Standard as well.
Technical Participant	Any Member, and any other person or entity that enrolls in any Work Group or technical process of the Council (as permitted by the Council in its discretion) that has not withdrawn from such Work Group within 60 days following its enrollment.
Work Group	A committee, working group, special interest group, task force or other group, sub-group or initiative (including without limitation, requests for comment on Standards or Draft Standards) established by the Council for a technical purpose.

### 3. Necessary Claims

#### 3.1 Applicability and Non-Assertion Commitment

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In order to reduce the possibility of adopting a Standard that would, without permission, infringe any Member or third party Necessary Claims if implemented, each Technical Participant, on its own behalf and on behalf of each Related Party thereof, hereby (i) irrevocably covenants and agrees to the rules, terms and conditions of this Policy, as supplemented by the Rules of Procedure, (ii) grants a Non-Assertion Commitment with respect to its and its Related Parties' corresponding patent claims in all Standards that are or were adopted by the Council, (a) in the case of a Member, before or while it was a Member, or after it was a Member to the extent such patent claims were Necessary Claims under any version of a Draft Standard developed while it was a Member and were still Necessary Claims upon adoption of the Draft Standard as a Standard, and (b) in the case of a Non-Member, any Draft Standard developed by a Work Group while it was a Technical Participant in such Work Group that is adopted by the Council to the extent such patent claims were Necessary Claims under any version of a Draft Standard developed while it was a Technical Participant and were still Necessary Claims upon adoption of the Draft Standard as a Standard, and (iii) agrees to fulfill all of its obligations under such Non-Assertion Commitment.

In the event that any Technical Participant shall breach the obligation set forth in this Section 3.1, the Consortium shall have no obligation to intervene, but the applicable Implementer shall be entitled to claim protection, and assert a complete defense against such action, under this Section 3.1 as a third party beneficiary.

### **3.2 Related Party Commitments**

Each Technical Participant hereby further agrees that:

(a) In the event that, following adoption and publication of a Standard, a Necessary Claim is asserted in an infringement action against any Implementer, Technical Participant, or the Council by a Related Party of a Technical Participant that is not "controlled" (as defined within the definition of Related Party, below) by such Technical Participant, then such Technical Participant shall request that the Related Party grant a Non-Assertion Commitment with respect to that Necessary Claim under such Standard without cost to the Council, any other Technical Participant or any Implementer.

(b) If such Technical Participant is unable to obtain such Non-Assertion Commitment from its Related Party for all Implementers under the terms substantially as set forth above, the Council may, in its discretion:

1. refer the Standard in question back to the Management Committee for further consideration, as appropriate;
2. revoke all license rights granted to such Technical Participant and its Related Parties by the Council; and/or
3. permit all other Technical Participants and their respective Related Parties to revoke their Non-Assertion Commitment hereunder with respect to such Technical Participant and its Related Parties.

The foregoing remedies shall be available to the Council irrespective of whether the Related Party is participating, or has participated, in any Work Group or other technical process of the Council.

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All prior rights and/or Non-Assertion Commitments granted by the Technical Participant, and/or any Related Party, to or through the Council or otherwise pursuant to this Policy shall remain in full force and effect, notwithstanding the revocation of rights by the Council under these provisions.

(c) The obligations of the Technical Participant with respect to its Related Parties as set forth in subsection (i) are released if subsequent to the assertion of a Necessary Claim in an infringement action, the Owner of the Necessary Claim ceases to be a Related Party of the Technical Participant, and the Technical Participant does not benefit from assertion of the Necessary Claim. Notwithstanding the foregoing, in the event the Council has taken any of the actions set forth in subsection (ii) prior to the date on which the Owner of the Necessary Claim ceases to be a Related party of the Technical Participant, the Council shall be under no obligation to reverse any such prior action or to reinstate any rights that may have been revoked.

### **3.3 Document Notations**

#### **3.3.1 Notation for Draft Standards**

All Draft Standards that are subject to comment shall include the following introductory language:

“Recipients of this document are requested to submit, with their comments, notification of any relevant third party IPR of which they may be aware that might be infringed by any implementation of the standard or specification set forth in this document, and to provide supporting documentation.”

**3.3.2 Notation when no Necessary Claims have been Identified** All Standards shall include the following introductory language:

“THIS DOCUMENT AND THE CONTENT THEREOF (COLLECTIVELY, THE “STANDARD”) IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF THIS STANDARD SHALL BE MADE ENTIRELY AT THE IMPLEMENTER’S OWN RISK, AND NEITHER THE COUNCIL, NOR ANY OF ITS MEMBERS OR THEIR RELATED PARTIES, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THIS STANDARD. FURTHERMORE, ANY USE OF THIS STANDARD SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE COUNCIL’S THEN-CURRENT IMPLEMENTATION LICENSE AGREEMENT.”

#### **3.3.3 Notation when Necessary Claims or other IPR are Identified**

(a) When Necessary Claims or other IPR subject to a corresponding Non-Assertion Commitment have been identified for Draft Standards, or thereafter with respect to already published Standards, a notice substantially as follows shall instead be included in the introductory language:

“The Council draws attention to the fact that it is claimed that compliance with this standard or specification (the “Standard”) may involve the use of a patent or other intellectual property right (collectively, “IPR”) concerning [Subject Matter] given in [Subclause]. The Council takes no position concerning the accuracy of such claims or the evidence, validity, enforceability or scope of this IPR.

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“The holder of this IPR has irrevocably covenanted and agreed that it will not seek to enforce any IPR it owns and any third party IPR it has the right to sublicense which might be infringed by any implementation of this Standard against the Council and those Members and non-Members that desire to implement this Standard and have made a reciprocal commitment. Prior to implementing those portions of the Standard claimed to be subject to the identified IPR, each implementer shall be solely responsible for evaluating the impact of such IPR on their respective implementation. The Council makes no representations or warranties on whether any particular implementation may or may not infringe the identified IPR. The IPR and the holder of the IPR making such claims is as follows:

[Name of Holder of Right] [Address]

[Identification of IPR]

“Attention is also drawn to the possibility that some of the elements of this Standard may be the subject of IPR other than those identified above. The Council shall not be responsible for identifying any or all such IPR.

“THIS STANDARD IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF THIS STANDARD SHALL BE MADE ENTIRELY AT THE IMPLEMENTER’S OWN RISK, AND NEITHER THE COUNCIL, NOR ANY OF ITS MEMBERS OR THEIR RELATED PARTIES, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THIS STANDARD. FURTHERMORE, ANY USE OF THIS STANDARD SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE COUNCIL’S THEN-CURRENT IMPLEMENTATION LICENSE AGREEMENT.”

(b) In the event that the owner of any IPR has asserted that infringement would result from the implementation of a Draft Standard or Standard, and such owner has refused to grant a Non-Assertion Commitment under the terms of this Policy, then the second paragraph of the above notice shall be replaced or supplemented, as appropriate, with the following:

“The holder of such IPR has refused a request by the Council that it agree to make a covenant not to assert patent claims available for the purpose of implementing this standard or specification. Information may be obtained from:

[Name of Holder of Right] [Address]”

### **3.4 Patent Searches; Duty to Disclose**

(a) In no event shall the Council or any Technical Participant be obligated to conduct any patent searches regarding any Necessary Claims that may be infringed by any implementation of a Draft Standard or Standard.

(b) Subject to clause (a) above, to the extent a Technical Participant becomes aware of any IPR that it believes would be infringed by the implementation of the current version of a Draft Standard under development by a Work Group in which such a Technical Participant is enrolled (excluding IPR Owned by such Technical Participant), it shall disclose such claims to the chair of the Work Group.

### **3.5 Patent Claims Revealed After Publication**

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In the event that a Necessary Claim is first revealed by a third party following adoption and publication of a Standard, the Owner thereof will be asked to grant a Non-Assertion Commitment to the Necessary Claim in the manner outlined in Section 3.2 above. If such request is refused, the Standard in question shall be referred back to the Management Committee for further consideration, as appropriate.

### **3.6 Transfers of Necessary Claims**

(a) Each Technical Participant agrees that it will not transfer, and has not transferred, patents or patent applications having Necessary Claims solely for the purpose of circumventing such Technical Participant's obligations under this IPR Policy.

(b) No party bound by this Policy shall transfer any patent or patent application having Necessary Claims, except to a successor that agrees in writing to (i) be bound by all commitments previously made by the direct or indirect transferor(s) under this Policy with respect to such patent or patent application, and (ii) include the obligations set forth in this Section 3.6 in any document of transfer relating to such patent or application in the event that it later transfers the same.

## **4. Copyrights**

### **4.1 Copyright in Standards**

The copyright for all Standards and Other Work Product shall belong to the Council.

### **4.2 Contributions of Copyrighted Materials**

Each Technical Participant that contributes copyrighted materials to the Council shall retain copyright ownership of its original work, while at the same time granting the Council, on its own behalf and on behalf of its Related Parties, a non-exclusive, irrevocable, worldwide, perpetual, sublicensable royalty-free, fully paid license under the contributor's and its Related Parties' copyrights in its contribution to reproduce, distribute, publish, display, perform, and create derivative works of the contribution based on that original work for the purpose of developing Draft Standards, Standards, or Other Work Product under the Council's own copyright, reviewing and studying such Draft Standards, Standards, or Other Work Product and using such Standards for purposes of making, having made, using, reproducing, marketing, importing, offering to sell, selling, and otherwise distributing Compliant Products. The Council shall be free to sublicense such copyrights to Implementers of a Standard as may be necessary to fully implement a Standard.

## **5. Trade Secrets**

No Technical Participant will be expected to reveal trade secret information in the course of participation in any Work Group. The Council will not be held responsible for the disclosure of any Technical Participant's trade secrets, regardless of the circumstances. Except as otherwise agreed in writing, the identity of the Technical Participant disclosing such information may be incorporated into a Draft Standard or a Standard and distributed or published freely.

## **6. Trademarks**

### **6.1 Council Trademarks**



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Trademarks created by the Council, registered or otherwise, are the property of the Council. Use of Council trademarks shall be governed by such policies, procedures and guidelines as may be established and approved by the Council from time to time, and applicable law.

### **6.2 Non-Council Trademarks**

The Council's use of third-party trademarks, registered or otherwise, shall be governed by such policies, procedures and guidelines as may be established and approved by the owners of such trademarks, and applicable law, or as specified in an applicable separate agreement between the Council and such third-party.

### **7. Irrevocability and Binding Nature of Commitments**

All commitments made under this Policy shall be irrevocable, except that the Owner of a Necessary Claim may revoke the Non-Assertion Commitment granted with respect to a given Implementer if that Implementer asserts a Necessary Claim (without first offering a Non-Assertion Commitment to such Necessary Claim) against that Owner in connection with the implementation or use of the same Standard.

### **8. Survival of Obligations**

(a) Any Non-Assertion Commitment and other obligations that a Technical Participant incurs under this Policy shall continue in force after the Technical Participant for any reason ceases to be a Member or (in the case of a non-Member) ceases participation in the applicable Work Group or Council technical process. However, no Technical Participant shall become subject to any new Non-Assertion Commitment or other obligations under this Policy after it ceases to be a Member or (in the case of a non-Member) ceases participation in the applicable Work Group or Council technical process.

(b) The Council shall have the right to assign all of its rights under this Policy, and the right to enforce all obligations incurred by Technical Participants under this Policy, to any successor to the mission of the Council.

(c) All persons and entities that are intended third party beneficiaries of rights and obligations incurred under this Policy shall remain entitled to enforce the same, notwithstanding any termination, dissolution or winding up of the Council.

## **EXHIBIT A GPBCC LICENSE AGREEMENT**

This License Agreement (the "Agreement") is a legal agreement between you and GPBCC, LLC with a place of business at 401 Edgewater Place, Suite 600, Wakefield, MA 01880 ("Licensor"), which is the owner of the copyright in the standards, specifications or other documents accessible by clicking on the "ACCEPT" button below (each a "Standard"). As used in this Agreement, "you" and "Licensee" mean the company, entity or individual that is acquiring a license under this Agreement.

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By clicking on the “ACCEPT” button below, you are agreeing that you will be bound by and are becoming a party to this Agreement. If you are an entity, and an individual is entering into this Agreement on your behalf, then you will be bound by this Agreement when that individual clicks on the “ACCEPT” button. When they do so, it will also constitute a representation by the individual that s/he is authorized to bind you as a party to this Agreement. If you do not agree to all of the terms of this Agreement, click the “DO NOT ACCEPT” button at the end of this Agreement.

**I. Read and Copy License.** If your use of a given Standard is limited to study purposes, then only the provisions of this Section I and the provisions of Section III will apply to you and your use of that Standard. Licensor hereby grants you the right, without charge, to download, copy (for internal purposes only) and share the Standard with your employees for study purposes only. This license grant does not include the right to sublicense or modify the Standard.

**II. Implementation License.** If you wish to implement any Standard, then the following provisions will also apply to you:

### 1. Definitions:

**“Compliant Product”** means a product or service that implements all Required Elements of the Standard. For the avoidance of doubt, where more than one option for implementing a given Required Element is included in the Standard, implementation of any such option is regarded as implementation of such Required Element for purposes of this definition.

**“End User”** means a company, entity or individual that is the ultimate purchaser or licensee from Licensee of a Compliant Product.

**“Policy”** means the then current version of Licensor’s Intellectual Property Rights Policy as available on Licensor’s web site.

**“Implementer”** means any person or entity who desires to use or implement the Standard and, with respect to that Standard, either (i) has entered into this Agreement or a separate Non-Assertion Commitment, or (ii) is legally bound to comply with the terms of the Policy.

**“Necessary Infringement”** means infringement by an implementation of any Required Element or Other Element of the Standard in a Compliant Product, there being no commercially and technically reasonable alternative way to implement that element of the Standard without resulting in such infringement. For the avoidance of doubt, where more than one option for implementing a given element is included in the Standard, infringement by either option is regarded as Necessary Infringement.

**“Necessary Claims”** means those claims under patents, patent applications, continuations, divisionals, reexaminations, reissues and continuations-in-part, and foreign equivalents of the foregoing, anywhere in the world now or in the future that would be subject to Necessary Infringement as a result of the implementation of the Standard in a Compliant Product. Necessary Claims do not include (i) claims covering reference implementations or implementation examples; (ii) claims that would be infringed only by any enabling technology that may be necessary to make or use any implementation of the Standard, but are not expressly set forth in the Standard; and (iii) claims that would be infringed only by an implementation that complies with a specification, requirement or standard not developed by or on behalf of Licensor but which are merely incorporated by reference into the Standard.

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**“Non-Assertion Commitment”** means a commitment irrevocably covenanting and agreeing not to seek to enforce any of the committer’s Necessary Claims under the Standard anywhere in the world at any time now or in the future against (i) the Council for any use, implementation, or Necessary Infringement of such claims resulting from compliance with such Standard or any version thereof, or (ii) any Implementers of such Standard or any version thereof with respect to those portions of any Compliant Products that implement any version of such Standard, provided that such Compliant Product has been developed by a person or entity that has also entered into, and is in compliance with, a corresponding Non-Assertion Commitment or agreement with Licensor relating to such Standard substantially in the form of this Agreement, as amended by Licensor from time to time. For the avoidance of doubt and without limiting the foregoing, if such Standard is amended in the future, any patent claim Owned by the Implementer that was a Necessary Claim under such Standard and is still a Necessary Claim under the amended version of such Standard shall remain subject to Implementer’s Non-Assertion Commitment.

**“Owned”** includes, with respect to any Necessary Claim(s): (i) ownership of all right, title and interest in any Necessary Claim(s), and (ii) Necessary Claim(s) that are controlled but not owned by the Licensee, provided that the Licensee is entitled to sublicense such Necessary Claim(s) on a royalty-free basis.

**“Required Element”** means any element of the Standard that has not been identified as “Optional.” .

**2. Grant of License.** Licensor hereby grants without charge to Licensee and its End Users, for so long as Licensor continues to generally provide new licenses to the Standard on similar terms, and on a non-exclusive and worldwide basis, the right under Licensor’s copyrights and Licensor’s copyright license rights in the Standard to utilize the Standard for the purpose of making, having made, using, reproducing, marketing, importing, offering to sell, selling, and otherwise distributing Compliant Products, in all cases subject to the conditions set forth in this Agreement and any relevant patent and other intellectual property rights of third parties (which may include members of Licensor and others).

**3. Covenant not to Assert Patent Claims.** Licensee acknowledges that, in accordance with the Policy, all Implementers enjoy the benefits of a “covenant not to assert patent claims” made by the developers of the Standard and such Implementers. In consideration of such benefits, and as a precondition to implementing any Standard, the Licensee hereby enters into the following covenant not to assert:

Licensee irrevocably covenants and agrees that it will not seek to enforce any of its Necessary Claims under such Standard anywhere in the world at any time now or in the future against (a) Licensor for any use, implementation, or Necessary Infringement of such claims resulting from compliance with such Standard, or (b) any Implementers of such Standard with respect to those portions of any Compliant Products that implement such Standard, provided that such Compliant Product has been developed by a person or entity that has entered into, and is in compliance with, a Non-Assertion Commitment with Licensor. No other rights of Licensee, except those expressly stated in this covenant not to assert, shall be deemed to have been granted, waived, or received by implication, estoppel, or otherwise; provided, however, that nothing in this Agreement shall limit, or be construed to limit in any way, any obligation or covenant of Licensee separately arising under the Policy.

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**III. Provisions Applicable to All Licensees.** The following provisions apply to all Licensees (the definitions in Section II are hereby incorporated by reference):

### **1. Restrictions.**

**1.1 No Sublicensing.** Licensee shall not sublicense any Standard or any of its rights under this Agreement, except to the extent necessary to exercise its rights under Section II.2 above.

**1.2 No Modification.** Licensee shall not modify any Standard.

**2. Intellectual Property.** Licensee acknowledges and agrees that each Standard shall at all times be the exclusive property of Licensor and/or any third parties of which Licensor is a licensee, as the case may be, and nothing in this Agreement shall be construed to convey to Licensee any ownership interest in any Standard or any rights other than those expressly granted herein. No rights are conveyed in this Agreement to create any derivative work of any Standard, or any portion thereof.

**3. Support and Maintenance.** Licensor shall have no obligation to Licensee or to any End User to support or maintain any Standard.

**4. No Warranties.** EACH STANDARD IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL LICENSOR, ITS MEMBERS OR ITS CONTRIBUTORS BE LIABLE FOR ANY CLAIM, OR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY STANDARD.

**5. Third Party Rights.** Without limiting the generality of Section III.4 above, LICENSOR ASSUMES NO RESPONSIBILITY TO COMPILE, CONFIRM, UPDATE OR MAKE PUBLIC ANY THIRD PARTY ASSERTIONS OF PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT MIGHT BE INFRINGED BY THE USE OR IMPLEMENTATION OF ANY STANDARD. IF ANY SUCH RIGHTS ARE DESCRIBED IN ANY STANDARD OR DISPLAYED AT LICENSOR'S WEBSITE, LICENSOR TAKES NO POSITION AS TO THE VALIDITY OR INVALIDITY OF SUCH ASSERTIONS, OR THAT ALL SUCH ASSERTIONS THAT HAVE OR MAY BE MADE ARE SO LISTED.

### **6. Termination of License.**

**6.1 Breach.** In the event of a breach of this Agreement by Licensee, Licensor shall have the right to give Licensee written notice and an opportunity to cure. If the breach is not cured within thirty (30) days after written notice, or if the breach is of a nature that cannot be cured, then Licensor may immediately or thereafter terminate the licenses granted in this Agreement upon written notice; provided, however, that Licensee and its End Users shall be permitted to continue to use Compliant Products created or obtained prior to such termination.

### **6.2 Other than for Breach.**

(a) In the event that Licensor believes that implementation of any Required Element(s) or Other Element(s) of any Standard infringes or may infringe the intellectual property rights ("IPR") of an IPR owner that is not willing to make such IPR available under terms satisfactory to Licensor, then Licensor may (i) notify Licensee that it has amended the Standard, following which

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Licensee's rights under this Agreement shall be limited to the Standard, as so amended, or (ii) terminate this Agreement immediately upon notice.

(b) In the event that Licensor believes that the continuation of this Agreement in full force and effect shall cause Licensor to violate any applicable law, statute, regulation, order or rule of any governmental authority, Licensor may terminate this Agreement immediately upon notice.

(c) Licensee may immediately terminate this Agreement upon written notice to Licensor.

(d) Notwithstanding the foregoing, no termination of this Agreement shall terminate any obligation incurred by Licensee hereunder with respect to any Standard; provided, that if any term of this Agreement conflicts with any term of the Policy, the conflicting term of the Policy shall govern to the extent necessary to resolve such conflict.

**7. Indemnification.** Licensee shall indemnify, defend and hold harmless Licensor and its members, and the officers, directors, employees and agents of the same (each, an "Indemnified Party") from all losses, costs, damages, claims and other expenses (including reasonable attorneys' fees) arising out of any claim by any third party in connection with use by Licensee of any Standard, including, without limitation, claims asserting that any Standard or any portion thereof infringes the patent, copyright, trade secret or other intellectual property anywhere in the world of such third party.

**8. Export Regulations.** None of the Standards or Draft Standards may be downloaded or otherwise exported or re-exported, to the extent prohibited by applicable United States sanctions, laws, regulations and administrative acts ("U.S. Law"): (i) into (or to a national or resident of) any country or region to which the United States has embargoed goods; (ii) to any person or entity on the United States Treasury Department's list of Specially Designated Nationals and Blocked Persons or the United States Commerce Department's Table of Denial Orders, and/or (iii) otherwise in breach of U.S. Law. By downloading or using any of the Standards or Draft Standards, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any country or region, or on a list, in breach of this Section. In addition, you are responsible for complying with any local laws in your jurisdiction which may impact your right to import, export or use the Standards or Draft Standards, and you represent that you have complied with any regulations or registration or license procedures required by applicable law to make this license enforceable."

**9. Government Restrictions.** Each Standard, Draft Standard, and component thereof is a "commercial item," consisting of "commercial products" and/or "commercial computer software," "commercial computer software documentation," and "commercial software documentation," as such terms are defined 48 C.F.R. 2.101 (Oct. 2016), and the Department of Defense Federal Acquisition Regulations Sections 252.227-7014(a)(1), (5) (Fed. 2014). Consistent with 48 C.F.R. 12.102 (1/30/2022), 48 C.F.R. 12.212 (Oct. 2010) and 48 C.F.R. 227.7202-1 through 227.7202-4 (Oct. 2011), all U.S. Government End Users acquire the Standards and Draft Standards with only those rights set forth in this Agreement. The contractor/manufacturer is GPBCC, LLC, 401 Edgewater Place, Suite 600, Wakefield, MA 01880.

## **10. Miscellaneous.**

**10.1 Notices.** All notices required under this Agreement shall be in writing, and shall be deemed effective five days from deposit in the mails, and if sent by Licensor, upon transmission if delivered by electronic mail. Alternatively, notices from Licensor may be posted to Licensor's website and shall be deemed to be in writing and effective thirty (30) days after posting. Subject

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to the preceding sentence, notices and correspondence (a) to Licensor must be sent to the street address shown above, and (b) to Licensee shall be sent to the street address or email address identified by Licensee in connection with accepting the terms of this Agreement.

**10.2 Governing Law.** This Agreement shall be construed and interpreted under the internal laws of the United States and the State of Delaware, without giving effect to its principles of conflict of law.

**10.3 Entire Agreement.** Subject to the terms of the Policy, this Agreement constitutes the entire agreement and understanding between Licensor and Licensee regarding the subject matter contained herein, and supersedes any and all prior agreements between Licensor and Licensee regarding Licensee's right to use any Standard. No modification or waiver of this Agreement shall be binding unless it is in writing and signed by both parties, and no waiver of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be omitted and the remaining terms shall remain in full force and effect.