



Frequently Asked Questions (FAQs) Relating to the SNIA's New IP Policy v3

In September of 2006, the SNIA Board of Directors voted to approve an updated version of the SNIA Intellectual Property Policy (IP Policy). This represents the second time that the policy has been modified from its original form. The following FAQs are designed to help the SNIA membership understand the differences between the old and the new policies, and clarify the update process.

Note that these FAQs are applicable only to those SNIA Members and Participants that have not been approved for and signed the waiver to the IP Policy.

1. Does my company have to sign the new IP Policy?

Yes, all members of the SNIA, including both "Members" and "Participants", must sign the new IP Policy.

2. Does the IP Policy apply to companies located outside of the United States, such as Members of Geographic Forums or Regional Affiliates?

The IP Policy applies to all SNIA Members and Participants, which includes Members of Geographic Forums and Regional Affiliates, regardless of their regional membership category, location, domicile or place of incorporation. Further, the IP Policy covers patent rights in whatever jurisdiction they may exist, i.e., the Policy is not limited to United States patents. Therefore, the IP Policy has world wide application. All Members and Participants, including those in Geographic Forums and Regional Affiliates, are bound by and must sign the IP Policy. Further, separately existing affiliates, branches, parents and subsidiaries should sign separately.

3. What's the difference between a Member and a Participant?

The terms "Members" and "Participants", as defined by the SNIA bylaws, are legal terms that distinguish between voting and non-voting members of the SNIA. The term "Members" refers to voting members (those companies who have voting rights) and the term "Participants" refers to associate members, individual members, regional forum members, regional affiliate members, and affiliate members (who don't have voting rights).

4. I never signed an IP Policy before – why now?

Since the IP Policy v2 was created, all SNIA Members and Participants have been required to sign it.

5. Why did the SNIA update the IP Policy?

In addition to formally incorporating several previously documented "clarifications" to our policy, this version of the IP Policy adds the coverage of SNIA Software which has now been approved as a SNIA deliverable.

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6. What were the problems with the old policy?

Version 2.0 of the IP Policy did not cover software developed by the SNIA.

7. What is the version number of the new IP Policy?

The new IP Policy is called "Version 3.0".

8. How has the new IP Policy addressed these deficiencies?

The new policy (Version 3.0) has been updated to include SNIA Software as a SNIA deliverable. SNIA Software will follow the same rules as SNIA Architecture relative to development and release. This means that the software must be developed in Technical Working Groups (TWGs) just like the architecture. These TWGs are specifically created to develop software. This kind of development community is sometimes referred to as a "gated" community. Additionally, SNIA Software may not be released outside of the associated TWG without approval by a 75% supermajority of the SNIA voting membership.

9. When do I have to sign the policy?

All current SNIA Members and Participants are requested to sign the new policy in a timely manner. All Members and Participants will be required to agree to the policy when they renew their membership. All software TWG participants must sign the new policy prior to joining the TWG. In addition, all new SNIA Members and Participants must sign the new policy when they join the SNIA.

10. What happens if I don't sign the policy – will my membership be terminated?

Yes. All SNIA Members and Participants are required to be bound by the new policy.

11. When is a request for disclosure of patents (Essential Claims) made by the SNIA?

When the SNIA Board authorizes the distribution of a "SNIA Work-in-Progress" or a "Draft SNIA Architecture/Software", a notice will go out to the SNIA membership announcing a Review Period for the document. All Members and Participants will be asked for a reasonable and good faith effort to disclose their Essential Claims for which they have Actual Knowledge, and whether or not they would be willing to license such Essential Claims. Disclosures of this type should be sent to the SNIA Executive Director (executivedirector@snia.org) or to the SNIA Secretary (secretary@snia.org).

12. How often is a request for disclosure made by the SNIA?

As the TWGs develop their specific architectures/software, they will create documents called "SNIA Works-in-Progress" that describe the architecture/software. These Works-in-Progress will be continually updated as the architecture/software matures. The first Work-in-Progress document will be distributed as an official "SNIA Work-in-Progress" and will carry an official Request for Disclosure with it. Then, every six (6) months thereafter, as long as

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the architecture/software is actively being developed, a new Request for Disclosure will be issued against the latest version of the Work-in-Progress. The intent of the timing of the Request for Disclosure is to find out as early as possible if the architecture/software infringes upon any patents held by the SNIA membership, and if so, to understand whether those patents would be licensed under RAND terms. However, we don't want to burden our members with these Requests for Disclosure any more frequently than necessary. The six (6) month timing was meant to be a compromise between these two goals. Also, we allowed the Board of Directors to call for a Disclosure more frequently than six (6) months when there is a legitimate reason to do so.

13. What is the “opt out” feature and how does it work?

Members and Participants that choose not to participate in a SNIA architecture/software activity may “opt out” of the associated TWGs developing that SNIA architecture/software. This action of “opting out” relieves the Member or Participant of the obligation to disclose and license their patents associated with this SNIA architecture/software. The Member or Participant must send written notice of its intent to “opt out” to the SNIA Secretary or its Executive Director prior to or during the Review Period for the associated “SNIA Work-in-Progress” or “Draft SNIA Architecture/Software”. This act of “opting out” does not remove the obligation to disclose and/or license Essential Claims based on previous SNIA architecture/software activities in which the Member or Participant did not “opt out”. Any Member or Participant that “opts out” may no longer participate in any of the TWGs working on the associated architecture/software.

14. Will Members or Participants that “opt out” of specific SNIA architecture/software activities be allowed to attend meetings (either face-to-face or conference call) of the related TWGs?

No. A Member or Participant that “opts out” may no longer participate in any of the TWGs on the associated architecture/software. However, the SNIA will not police the attendance in any of these meetings, so it is the responsibility of the “opting out” party to refrain from attending. The SNIA will maintain attendance records for all of its TWG meetings. Attendance by any Member or Participant in three or more TWG meetings in any twelve month period constitutes participation by that party and voids any “opt out” declaration.

15. How does the “opt out” feature apply once the SNIA architecture is submitted to INCITS for consideration as a Standard?

Certain SNIA architectures, when completed, will be submitted to the InterNational Committee for Information Technology Standards (INCITS) to undergo American National Standards Institute (ANSI) standardization. The INCITS process includes a public Call for Comments and Call for Patents. All Members and Participants, as well as non-SNIA companies and individuals who hold patents, are requested to respond to the INCITS Call for Patents regardless of

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whether or not they have “opted out”.

16. How do I opt out of a SNIA activity?

To “opt out” one must send a notice of intent to “opt out” to the SNIA Executive Director (executivedirector@snia.org) or the SNIA Secretary (secretary@snia.org), specifying the TWGs in which one does not want to participate.

17. What happens if a patent related to SNIA architecture which has been approved as a Standard was not disclosed during the INCITS Call for Patents but is later discovered and disclosed?

The patent owner will be asked to license the patent under RAND terms. If this is not agreed to by the patent holder then the affected SNIA TWGs and committees will evaluate whether a technical alternative is possible. If no solution can be found, then the Standard will be withdrawn by ANSI while the SNIA considers alternatives.

18. Where can I see the new IP Policy document and how can I sign?

The new IP Policy can be seen at http://www.snia.org/about/corporate_documents/SNIA_IP_Policy_v3.0_Final_14_Sep06.pdf. After reviewing it, you can “sign” it by printing the last page, signing it, and faxing it to the SNIA headquarters at (415) 402-0009.