Attachment C
INTELLECTUAL PROPERTY POLICY
Banking Industry Architecture Network
(“Association”)

1.0 Definitions

1. **“Affiliate”** means any entity that is directly or indirectly controlled by, under common control with or that controls the subject entity in accordance with Article 15ff of the German Stock Corporation Act. Notwithstanding anything to the contrary in the foregoing, “Affiliates” of a Member do not include: (i) private equity funds, buyout funds, hedge funds, or similar investment funds (i.e., “Finanzinvestoren”) that have invested in a Member, nor (ii) entities that are Affiliates of such Finanzinvestoren other than entities that are directly or indirectly controlled by Member, provided that a Member does not transfer or assign its own or its employees’ intellectual property rights to such Finanzinvestoren or their Affiliates.

2. “**Candidate Specification**” shall have the meaning set forth in the BIAN Operations Framework, Attachment D of the Membership Agreement.

3. **“Compliant Implementations”** means those processes, products, hardware, or software, (or portions or combinations of processes, products, hardware, or software), that implement and conform to the relevant requirements of a Final Deliverable and are within the bounds of the Working Group Charter.

4. **“Confidential Information”** means only the following: (i) meeting minutes of any Working Group, any Committee, (as those terms are defined in the Bylaws) and the Board of Directors; and (ii) all other information that is designated as Confidential Information by the Board of Directors and distributed to Members by an officer of the Association or a chairperson of a Working Group or Committee. Contributions are not Confidential Information.

5. **“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.

6. **“Association”** means the Banking Industry Architecture Network Association.

7. **“Draft Deliverables”** means any specification that is under development, revision or consideration by a Working Group of the Association. A Draft Deliverable includes but is not limited to Candidate Specifications, Validated Specifications, and Released Specifications as described in the Operations Framework Attachment D of the Membership Agreement.

8. “**Deliverable**” means any Draft Deliverable or Final Deliverable.

9. “**Effective Membership Date**” means the date on which a Member joins a Working Group in the manner set forth in the BIAN Organizational Framework, Attachment B of the membership Agreement.

10. **“Final Deliverable**” means a Draft Deliverable that has been approved in final form by the Board of Directors in accordance with the BIAN Operations Framework, Attachment D and designated by the Board of Directors as a BIAN Specification.

11. **“IPR Review Period**” means a period of thirty (30) days following notification to Working Group Members that a Candidate Specification is ready for review.

12. **“Member”** shall have the meaning defined by Article IV of the Statutes. The term covers both ordinary and extraordinary Members alike.

13. “**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 Section 3.1 by a Member or its Affiliates now or at any future time; and (b) are necessarily infringed by implementing those mandatory portions of the Final Deliverables (including mandatory portions of optional and alternative features), provided that a claim is necessarily infringed only when there is no technically reasonable non-infringing alternative for implementing such portions of the Final Deliverables. The determination of technical reasonableness shall be based on the state of the art at the time the Final Deliverable has been approved and may include considerations of cost. Notwithstanding the foregoing, Necessary Claims do not include any (i) claims other than those set forth above even if contained in the same patent or patent application as Necessary Claims; (ii) claims that, if licensable as set forth in Section 3.1, would require a payment of royalties or other consideration by the Member to unaffiliated third parties; (iii) claims covering any enabling technology that may be necessary to develop, design, manufacture, sell or use a Compliant Implementation but is not expressly set forth as mandatory in the relevant Final Deliverable (examples of such technologies include without limitation basic computer or network technology, semiconductor manufacturing technology, compiler technology, basic operating system technology); (iv) claims covering the implementation or use of specifications or documents published (or otherwise made available for implementation or use) by entities other than the Association (such as, but not limited to, companies and standards organizations) but referred to in the body of the Final Deliverables; or (v) any claims covering any product, process (or any combinations or portions of products or processes) that are not required for conformance with the Final Deliverable.

14. **“Necessary Claims Notification”** means the notification set forth in Section 3.3.

15. **“Notification”** or **“Notice”** means any notices provided pursuant to Section 10 hereof.

16. “**RAND License**” shall have the meaning set forth in Section 3.3 hereof.

17. “**Released Specification**” shall have the meaning set forth in the Operations Framework, Attachment D of the Membership Agreement.

18. “**Royalty Free License**” or **“Royalty Free Licenses”** shall have the meaning set forth in Sections 3.1 and 3.4.

19. “**Validated Specification**” shall have the meaning set forth in the Operations Framework, Attachment D of the Membership Agreement.

20. “**Working Group**” shall have the meaning set forth in the BIAN Organization Framework, Attachment B of the Membership Agreement.

21. “**Working Group Charter**” shall consist of a precise description of the expected deliverables or outcome of the Working Group.

22. “**Working Group Member**” means an entity that has joined the Working Group as set forth in the BIAN Organization Framework, Attachment B of the Membership Agreement.

2.0 Initial Obligations

2.1 Obligations upon joining a Working Group. As of the Working Group Member's Effective Membership Date each Working Group Member agrees to be bound by the patent licensing obligations in Section 3.1 for any Final Deliverable approved by the Board of Directors if the IPR Review Period has been completed by the Effective Membership Date.

3.0 Patents

3.1 License Commitment. Subject to the terms and conditions of this IPR Policy (including, but not limited to Section 3.4), and except to the extent a Working Group Member submits a Necessary Claims Notification pursuant to Section 3.3 below, each Working Group Member and its Affiliates agrees to grant to any party a non-exclusive, worldwide, royalty-free license on reasonable and non-discriminatory terms and conditions under their Necessary Claims for so long as such Necessary Claims are valid and enforceable to make, use, sell, offer to sell, export, and import Compliant Implementations ("**Royalty Free License**"). This license commitment is effective with respect to a Compliant Implementation of a Final Deliverable upon adoption by the Board of Directors of the Draft Deliverable as a Final Deliverable.

3.2 License Commitment for Contributions. Subject to the terms and conditions of this Agreement (including, but not limited to Section 3.4), each Working Group Member and its Affiliates agrees to grant to any party a Royalty Free License with respect to any of their Necessary Claims that are infringed on account of that party's making, using, selling, offering to sell, or importing such Working Group Member's Contributions, in whole or in part, that are incorporated into a Final Deliverable, either alone or in combination with any other portion of a Compliant Implementation with respect to the same Final Deliverable. This license commitment is effective with respect to a Compliant Implementation of a Final Deliverable upon adoption by the Board of Directors of the Draft Deliverable as a Final Deliverable.

3.3 IPR Review Process. No later than the end of the close of the IPR Review Period, each Working Group Member must identify any Necessary Claims of the Working Group Member or any of its Affiliates for which the Working Group Member or its Affiliate is unwilling to agree to grant the Royalty Free License pursuant to Section 3.1 above (referred to hereinafter as a "Necessary Claims Notification"). Any such Necessary Claims Notification shall be provided in writing to the Board of Directors prior to the end of the IPR Review Period with the following information: the patent number if the patent is granted, the patent application number if the Necessary Claims are contained in a pending application and the sections or portions of the Draft Deliverable that would be infringed directly or indirectly by a Compliant Implementation of the Draft Deliverable. For the sake of clarity, no Necessary Claims Notification may be submitted for any Necessary Claims that are subject to the agreement to grant a Royalty Free License pursuant to Section 3.2 (Contributions) or for any Final Deliverable that are subject to Section 2.1. If a Working Group Member's or its Affiliate's Necessary Claims Notification has been submitted in a timely manner, the Working Group Member or its Affiliate will grant to any party, upon request, a license under reasonable and non-discriminatory terms and conditions for those Necessary Claims contained in the patents or patent applications identified in the Necessary Claims Notification, for so long as such Necessary Claims are valid and enforceable, to make, use, sell, offer to sell, export, and import Compliant Implementations ("**RAND License"**). This license commitment is effective with respect to a Compliant Implementation of a Final Deliverable upon adoption by the Board of Directors of the Draft Deliverable as a Final Deliverable.

3.4 Royalty Free Licenses. Royalty Free Licenses may include other reasonable and non-discriminatory terms in addition to the terms specified in Section 3.1 only according to the following requirements:

a. may be conditioned on a grant of a reciprocal Royalty Free License. A reciprocal Royalty Free License may be required to be available to all, and a reciprocal Royalty Free License may itself be conditioned on a further reciprocal Royalty Free License from all.

b. may not be conditioned on payment of royalties, fees or other consideration;

c. may be suspended with respect to any licensee when licensor is sued by licensee for infringement of claims essential to implement any BIAN final Deliverable;

d. may not impose any further conditions or restrictions on the use of any technology, intellectual property rights, or other restrictions on the behavior of the licensee, but may include reasonable, customary terms relating to operation or maintenance of the license relationship such as the following: choice of law and dispute resolution; and

e. shall not be considered accepted by an implementer who manifests an intent **not** to accept the terms of the Royalty Free License as offered by the licensor.

3.5 Association has no Obligation to Procure Licenses. Nothing herein requires any Member or its Affiliates to request such a Royalty Free License or a RAND License, as may be appropriate. Any negotiation of such reasonable and non-discriminatory terms is left solely to the individual parties involved. Each Member acknowledges that the Association has no responsibility to procure or negotiate any Royalty Free License or RAND License, as may be appropriate, on behalf of any Member or its Affiliates.

4.0 Copyrights

4.1 Development License. Each Working Group Member hereby grants to the Association a worldwide, irrevocable, nonexclusive, nontransferable, royalty-free copyright license to reproduce, create derivative works, publish, distribute, display, and perform its Contributions solely for the purposes of developing, publishing and distributing the Draft Deliverables. Each Working Group Member hereby grants to each other Working Group Member, subject to Section 6.1 (Non-disclosure) a worldwide, irrevocable, nonexclusive, nontransferable, royalty-free copyright license to reproduce, create derivative works, publish, distribute, display, and perform its Contributions solely for the purposes of developing the Draft Deliverables. For clarity, each Member hereby consents to the Association and the Working Group Members modifying such Member's Contributions for the purpose of developing a Draft Deliverable.

4.2 Consent to the Publication and Exploitation of the Final Deliverables. Each Working Group Member hereby consents vis-à-vis the Association to the exclusive and worldwide publication, distribution, displaying, performance and any other exploitation of their modified Contributions, in whole or in part, solely as incorporated into a Final Deliverable upon adoption of the Final Deliverable by the Board of Directors. In addition, each Work Group Member consents that the Association grants licenses in the Final Deliverables within the limits of Section 4.3. The before declared consent to the exclusive and worldwide publication and exploitation of the modified Contributions, in whole or in part, as incorporated in the Final Deliverables and to the granting of licenses to third parties by the Association does not affect each Working Group Member's ownership in its Contributions, nor does it affect its rights to exploit its Contributions, subject to Section 12.0, separately and apart from the Final Deliverable in compliance with the German Copyright Act. In particular, each Working Group Member retains the right to contribute its Contributions to another standards setting body.

4.3. License for Final Deliverables. The Working Group Members, being co-authors of a Final Deliverable, herewith jointly grant to the Association an exclusive and unlimited exploitation right concerning all known as well as all still unknown methods of use in the Final Deliverable. The Association, as the exclusive licensee of the Final Deliverables, may exercise any and all rights deriving from the exclusive and unlimited exploitation right and may sublicense such rights in the Final Deliverables. Upon adoption of a Final Deliverable, the Board of Directors shall publish to all parties the Final Deliverable with an appropriate fully paid up, royalty-free copyright license to copy and distribute the Final Deliverable for the purpose of evaluating and/or using the Final Deliverable. The Board of Directors may at its sole discretion offer additional rights to Members and/or other parties, including but not limited to the right to make derivative works and the right to publish the Final Deliverables, on royalty free and other reasonable and non-discriminatory terms and conditions as determined by the Board of Directors. Every contributing Working Group Member is, like any other party, only entitled to use the Final Deliverable in accordance with the license it is granted by the Association.

4.4 Copyright Enforcement. The Association as the exclusive licensee of the Final Deliverables has a unilateral independent right to bring an exploitation right infringement action ("Action") against any party that is infringing its exploitation rights in the Final Deliverable. In the event that a Working Group Member is required to join such Action as an indispensable party, such Working Group Member further

agrees that it will join as a party to the Action and that the Association shall solely bear the costs associated with the Action and make all decisions with respect to the conduct of the Action, including but not limited to, decisions regarding settlement. The foregoing shall not limit a Working Group Member's right to enforce its copyright interests in its Contributions subject to the licenses such Working Group Member has undertaken pursuant to this IPR Policy.

5.0 Trademarks, Certification Marks and Logos. In the event that the Association proposes to adopt any name, logo, trademark, certification mark or trade name (collectively, "Marks") for use with any of the Deliverables, or with products, processes or services that implement and conform to the requirements of the Final Deliverables, the Association shall Notify the Members at least forty five (45) days in advance in writing of the proposal and pursuant to Section 10. The Association shall take such steps as the Board of Directors deems necessary and proper to protect its rights under such Marks adopted for use by the Association. In furtherance thereof, the Board of Directors shall establish and disseminate reasonable conditions and procedures for the licensing and use of such Marks, demonstrably free of any unfair discrimination among the Members. Each Member agrees that unless it provides written Notice to the Board of Directors of that Member's challenge to the proposed Mark prior to its adoption by the Board of Directors, then the Member and its Affiliates shall not bring a claim against the Association or any Member or their Affiliates for their use of such Marks. Each Member and its Affiliates agrees not to use or adopt any marks for any product, service, or published materials that is likely to cause confusion with any of the Marks adopted by the Association, unless agreed to in advance by the Board of Directors.

6.0 Confidential Information and Non-Disclosure Agreements

6.1 Non-Disclosure of Draft Deliverables and Final Deliverables. Each Member hereby agrees not to disclose the Draft Deliverables or Final Deliverables to any non-Members irrespective of whether or not the Draft Deliverables or Final Deliverables contain Confidential Information except to the extent already disclosed to non-Members by the Board of Directors. For clarity, this obligation commences upon the Member's membership in the Association and survives according to the provisions set forth in Section 8.

6.2 Non-Disclosure of Confidential Information. A Member shall only use Confidential Information in furtherance of the Purpose of the Association. With respect to Confidential Information, the receiving party agrees, for a period of two (2) 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 6. The foregoing obligation shall not apply to any information which is: (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; or (7) disclosed by the receiving party with the disclosing party's prior written approval.

6.3 Residuals. Notwithstanding anything to the contrary herein, any Member 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. 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 IPR 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 within Member's organization. However, this Section 6.3 shall not be deemed to grant to any party a license under another party's copyrights or patents.

7.0 Representations, Warranties, and Disclaimers

7.1 Working Group Member's Representations for Contributions. Working Group Member agrees that it will use best efforts, with respect to its Contributions, to ensure that such Working Group Member has the right and authority to submit its Contributions subject to this IPR Policy. Working Group Member further agrees that it will use best efforts to ensure that, subject to the actual knowledge of the Working Group Member's participating representatives, (i) Working Group Member's Contributions do not violate or incorporate the copyright or trade secret interests of another party, (ii) Working Group Member's Contributions contain no source code, (iii) neither providing nor using Group Member's Contributions are conditioned upon additional agreements other than the Royalty Free Licenses or RAND Licenses pursuant to Section 3, and (iv) no claim has been asserted against the Working Group Member in writing that Working Group Member's Contribution would violate any intellectual property rights, including patent rights, of another party. Working Group 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 Final Deliverables. The Association will include the following notice on all Final Deliverables:

© Copyright [insert year] by BIAN Association. All rights reserved.

THIS DOCUMENT IS PROVIDED "AS IS," AND THE ASSOCIATION AND ITS MEMBERS, MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE; THAT THE CONTENTS OF THIS DOCUMENT ARE SUITABLE FOR ANY PURPOSE; OR THAT THE IMPLEMENTATION OF SUCH CONTENTS WILL NOT INFRINGE ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS.

NEITHER THE ASSOCIATION NOR ITS MEMBERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY USE OR DISTRIBUTION OF THIS DOCUMENT UNLESS SUCH DAMAGES ARE CAUSED BY WILFUL MISCONDUCT OR GROSS NEGLIGENCE.

THE FOREGOING DISCLAIMER AND LIMITATION ON LIABILITY DO NOT APPLY TO, INVALIDATE, OR LIMIT REPRESENTATIONS AND WARRANTIES MADE BY THE MEMBERS TO THE ASSOCIATION AND OTHER MEMBERS IN CERTAIN WRITTEN POLICIES OF THE ASSOCIATION.

Member agrees to include the above notice on all Draft Deliverables and further agrees to retain such notice in any Deliverable that the Member reproduces.

7.3 Transfer of Necessary Claims. Working Group Member represents and warrants that any transfer by Member or any of its Affiliates of Necessary Claims will be subject to the licensing obligations under Section 3 of this Agreement. Member further represents and warrants that (i) neither Member nor any of its Affiliates has transferred or licensed any Necessary Claims for the purpose of avoiding its obligations under this IPR Policy, and (ii) Member and its Affiliates will not transfer or license any Necessary Claims for such purpose.

8.0 Termination and Survival.

8.1 Patents. Notwithstanding a Working Group Member's withdrawal from the Working Group, or termination or expiration of its membership in the Association, a Working Group Member's and its Affiliates agreement to grant (i) Royalty Free Licenses as provided in Section 3 shall remain in full force and effect for any Necessary Claim with respect to a Contribution made by such Member that is incorporated, in whole or in part, in a Final Deliverable, and (ii) Royalty Free Licenses or RAND Licenses as provided in Section 3 shall remain in full force and effect for any Necessary Claim with respect to a Final Deliverable that has been finally adopted by the Board of Directors prior to the effective date of the Working Group Member's withdrawal from the Working Group or that Working Group Member's termination or expiration of its membership ("Committed Deliverable"). Notwithstanding the generality of the foregoing, the obligations set forth in sub-section (ii) above will additionally survive to the extent such

Necessary Claims are necessary for new versions of the Committed Deliverable and updates thereof. Except as set forth in this Section 8.1, a withdrawn, terminated, non-renewed or former Member shall not be subject to any additional obligation to license its Necessary Claims or Necessary Claims of its Affiliates.

8.2 Copyrights. All obligations pursuant to Section 4 shall survive a Member's withdrawal from the Working Group, termination, or non-renewal of its membership in the Association. The Association has no obligation to offer any copyright license in any Draft Deliverable (pursuant to either Section 4.1 or 4.3) to any former Member of the Association.

8.3 Marks and Confidential Information. All obligations pursuant to Sections 5 and 6 (for the time period set forth in section 6) shall survive a Member's withdrawal, termination, or non-renewal of its membership in the Association.

8.4 Continued Duty to Provide Disclaimers. After withdrawal, termination or non-renewal as a Member, for any reason, a former Member has a continuing duty under Section 7.2 to the extent that the former Member is licensed to reproduce any Deliverable.

8.5 Affiliates. An Affiliate of a Member that ceases to be an Affiliate of such Member will be considered a withdrawn Member under this section 8 at the time such Affiliate ceases to be an Affiliate of such Member.

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

10.0 Notices. Any Notices given under this IPR Policy will be delivered in accordance with Section 7.8 of the Membership Agreement.

11.0 Amendments. Any amendment to this IPR Policy shall be governed by Section 7.10 of the Membership Agreement.

12.0 No Adverse Action. Member agrees on behalf of itself, and its Affiliates, that neither the Member nor its Affiliates will implement, modify or use any Deliverable, or hire or license a third party to implement, modify or use a Deliverable, to the detriment of BIAN. In the event that Member breaches this Agreement, the Association's remedies, in addition to any other rights of the Association under the Bylaws, are limited to seeking specific performance or injunctive relief without the posting of a bond. Except as otherwise expressly stated in the BIAN Membership Agreement, no Member is precluded from developing, using, promoting, testing or implementing any other standard.