

ATM INDUSTRY ASSOCIATION
INTELLECTUAL PROPERTY RIGHTS POLICY

This Intellectual Property Rights Policy states the Association's policy regarding ownership of intellectual property rights including, but not limited to, publications, materials, standards, certifications, applications and any specifications, in either physical or electronic format, for the industry that have been and are developed and implemented by the Association through the collaboration of its members, including by committees, and others (the "Work Product") for the furtherance of the ATM industry. This Policy applies both to activities within the Association and to any joint activities that involve the Association with other entities, associations, and the like.

All members of the Association, as a condition of membership and in accordance with the Association's Bylaws, agree to comply with this Policy. In addition, by participating in the Association's activities and/or contributing to the process, each person participating or contributing agrees on behalf of such person or the company he or she represents to the terms and conditions of this Policy (such members and companies, and their representatives, are referred to in this Policy as the "Company").

1. The Association may use and incorporate into the Work Product any and all elements, ideas, and information contributed, submitted, or disclosed by the Company, and permission for the use and license of such elements, ideas, and information is granted to Association.
2. The Association owns the Work Product and all proprietary rights in the Work Product. The Company agrees that the Association may seek and obtain copyright, patent, or other intellectual property protection in such Work Product and any parts of such Work Product, including registration with applicable federal, state, or international bodies, and that the Association has the right to license the Work Product or any part of the Work Product. As owner of the Work Product, the Association may reproduce, modify, display, perform, publicly disclose, sublicense, distribute, and otherwise use the Work Product in any manner.
3. The Company retains ownership of any individual elements, ideas, and information it contributed and is free to use those elements, ideas, or information independently of the Work Product.
4.
 - (a) The Company agrees to notify the Association at the earliest reasonable opportunity if the Company becomes aware that the development or use of the Work Product is likely to cause infringement of any patent, trademark, copyright, or other rights (collectively referred to as "IP Rights") of a third party or that the Company controls.
 - (b) The Company agrees to refrain from asserting or enforcing any IP Rights that it controls against infringing activity by the Association or any third party that develops or uses the Work Product if the infringing activity is caused by the development or use of the Work Product.

(c) The Company agrees to grant to any and all users of the Work Product a perpetual, non-exclusive, royalty-free, irrevocable license to implement, use, copy, modify, and distribute any Company contributions as part of the Work Product.

5. The Company waives confidentiality in its contributions to the Work Product, such that neither the Association nor any other participant assumes any confidentiality obligations.

6. The Company acknowledges that, in the event of the Company's termination of its membership or participation in the Association Work Product setting process, this Policy shall survive and will continue in force and effect with respect to any contributions made up to the date of termination.