

**CA/BROWSER FORUM**  
**Intellectual Property Rights Policy, v. 1.4**  
**(Effective June 1, 2026)**

## **1. Overview**

This Intellectual Property Rights Policy ("Policy") describes:

- a. licensing goals for CA/Browser Forum ("CAB Forum");
- b. the patent licensing obligations that Members will undertake as a condition of participation in CAB Forum Working Groups, along with means of excluding specific patents from those obligations;
- c. the definitions of a "CAB Forum Royalty-Free License";
- d. an exception handling process for situations in which the Royalty-Free status of a Guideline comes under question;
- e. the copyright licensing obligations that Members will undertake as a condition of participation in a Working Group; and
- f. the definitions of "Essential Claim" and other key terms.

## **2. Licensing and Disclosure Goals for CAB Forum Guidelines**

In order to promote the widest adoption of CAB Forum Guidelines, CAB Forum and its Working Groups seek to issue Guidelines that can be implemented on a Royalty-Free ("RF") basis subject to the conditions of this Policy. Working Groups will ordinarily not approve a Guideline if they are aware that Essential Claims exist that are not available on RF terms. Members are encouraged to bring to the attention of the applicable Working Group any known patent or pending patent applications of other organizations (Members or non-Members) that might contain Essential Claims.

## **3. Patent Licensing Obligations of Participants**

The following obligations shall apply to all Participants with respect to the Working Groups in which they participate.

### **3.1 Participant Royalty-Free Licensing Requirements.**

As a condition of participating in a Working Group, each Participant shall, subject to Section 4 below, agree to make available under a CAB Forum RF License (as defined in Section 5 below), any Essential Claims related to any Final Guideline or Final Maintenance Guideline of that particular Working Group. This requirement includes Essential Claims that the Participant owns and any that the Participant has the right to license without obligation of payment or other consideration to an unrelated third party.

### **3.2 Limitation on Licensing Requirements.**

The affirmative act of joining a Working Group will obligate a Participant to the CAB Forum RF Licensing obligations.

## **4. Review of Draft Guidelines and Licensing Exclusions**

### **4.1 Review of Draft Specifications.**

Prior to the approval of a CAB Forum Draft Guideline as a CAB Forum Final Guideline or Final Maintenance Guideline, there shall be a Review Period during which Working Group Participants may exclude certain Essential Claims from CAB Forum RF Licenses. The CAB Forum Chair or Working Group Chair shall initiate the Review Period by distributing to each Working Group Participant a notice of review period ("Review Notice"). The Review Notice for a Final Guideline or a Final Maintenance Guideline shall include a complete draft of the Draft Guideline that is the subject of such notice. The Review Notice for a Final Maintenance Guideline and any subsequent Review Notice for a Final Guideline or Final Maintenance Guideline shall contain a redline comparison of the Draft Guideline showing changes from the last published Final Guideline as it existed at the time that the ballot was proposed ("Previously Adopted Guideline"); where a Review Notice concerns section(s) already subject to one or more pending or active review periods, it shall also include an incremental redline showing only those changes from the most recent Draft Guideline previously circulated for IPR review that affect the same section(s) and shall identify and link to such related ballots and Review Notices, consistent with section 2.4(10) of the Bylaws. Each Participant shall have sixty (60) days following the date of the distribution of such Review Notice ("Review Period") to review such Draft Guideline and consider any licensing obligations with respect to any Essential Claims that may be encompassed by such Draft Guideline. The approval of a CAB Forum Final Maintenance Guideline shall follow the same process, except that the Review Period shall be thirty (30) days.

### **4.2 Excluding Patents and/or Patent Applications From Royalty-Free Licensing Obligations During Review Period.**

A Participant may, by filing an Exclusion Notice within the Review Period, exclude Essential Claims from the CAB Forum RF License if: (1) the Essential Claims are a result of subject matter not present or apparent in any version of that Guideline that was circulated to the Participant for review during a prior Review Period, or was available to Participant for review upon joining under Section 4.5; and (2) the Essential Claims are not encompassed by a Participant's Contributions that are actually incorporated into a Final Guideline or Final Maintenance Guideline approved in accordance with the Working Group's Guideline approval process as specified in its charter.

### **4.3 Conditions and Procedure for Excluding Patents and/or Patent Applications From CAB Forum RF License.**

A Participant seeking to exclude Essential Claims from the CAB Forum RF License in accordance with Section 4.2 must provide written notice of such intent ("Exclusion Notice") to the CAB Forum Chair with a copy to the appropriate Working Group Chair and the Working Group's public mailing list within the Review Period. An Exclusion Notice that complies with all requirements in this Section shall be effective upon its posting by a Participant's authorized representative to the Working Group's public mailing list ("Posting Date"). Exclusion Notices MUST be submitted using the Exclusion Notice template provided by the CAB Forum. For each Essential Claim, the the Exclusion Notice SHALL state the Participant's intention (i) not to grant a license; or (ii) to provide a license that complies with all the requirements of Section 5.1, with the exception of 5.1(f). The Exclusion Notice shall also specifically include: (a) For issued patents the patent number(s) and for pending patent applications the title and applications number(s), including jurisdiction; (b) The specific claims for each patent and/or patent application that are being excluded; (c) The ballot number, ballot title, and title of the Draft Guideline for which the Exclusion Notice is being submitted; (d) The numbered section of the Draft Guideline whose implementation the Participant reasonably believes makes each excluded claim identified in subsection (b) above an Essential Claim. (e) For unpublished patent applications, either a copy of the application or a description of the application's subject matter that is the basis of the Participant's reasonable belief in (d). Exclusion Notices shall be published at <https://cabforum.org/ipr-exclusion-notices/>.

### **4.4 Effect of Exclusion Notice.**

The timing and completeness of the Exclusion Notice will determine the effect on the Participant's CAB Forum RF License obligation as specified in Sections 4.4(a) and 4.4(b). If a Participant's authorized representative posts a timely and complete Exclusion Notice in accordance with Section 4.3, then the claims specified in the Exclusion Notice are effectively excluded from the CAB Forum RF License obligation. However, such Participant's CAB Forum RF License obligation shall remain in full force and effect for any Essential Claims in a Previously Adopted Final Guideline by the CAB Forum prior to the Posting Date.

### **4.5 New Participant Reviews.**

A Participant joining a Working Group (a "new Participant") shall assume the same rights and obligations under this Policy as existing Participants as of the date such new Participant joins the Working Group. With respect to any Draft Guideline for which a Review Period is in progress, such new Participant may submit an Exclusion Notice only during the remainder of the applicable Review Period. No additional or retroactive Review Period shall arise when a new Participant joins a Working Group, and such new Participant may not submit an Exclusion Notice with respect to any Previously Adopted Guideline. Essential Claims of such new Participant shall otherwise be subject to the CAB Forum RF License pursuant to Section 3.1.

## **5. CAB Forum Royalty-Free ("RF") License Requirements**

### **5.1 License Requirements**

A CAB Forum RF License shall mean a non-assignable, non-sublicensable license to make, have made, use, sell, have sold, offer to sell, import, and distribute and dispose of Compliant Portions of a product.

The CAB Forum RF License:

- a. shall be available to all, worldwide, whether or not they are CAB Forum Members or Working Group Participants;
- b. shall extend to all Essential Claims owned or controlled by the Participant, which have not been excluded under this Policy;
- c. may be conditioned on the licensee providing notice to a buyer of its products or services that they implement an Essential Claim of a particular entity relating to a particular Final Guideline or Final Maintenance Guideline and that licensee's right to sell the products or services to buyer, and buyer's use of the products or services, are conditioned on the buyer's acceptance of the same terms of the RF or RAND license granted to licensee under this Policy;
- d. may be limited to implementations of the Final Guideline or Final Maintenance Guideline, or to what is required by the Final Guideline and Final Maintenance Guideline;
- e. may be conditioned on a grant of a reciprocal RF license (as defined in this Policy) to all Essential Claims owned or controlled by the licensee. A reciprocal license may be required to be available to all, and a reciprocal license may itself be conditioned on a further reciprocal license from all;
- f. may not be conditioned on payment of royalties, fees or other consideration;
- g. may be suspended with respect to any licensee when licensor is sued by licensee for infringement of Essential Claims;
- h. may not impose any further conditions or restrictions on the use of any technology, intellectual property rights, or other restrictions on 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
- i. shall not be considered accepted by an implementer who manifests an intent not to accept the terms of the CAB Forum RF License as offered by the licensor.

### **5.2 License Term**

a. The CAB Forum RF License conforming to the requirements in this Policy shall be made available by the licensor and/or its Affiliates as long as the Final Guideline or Final Maintenance Guideline is in effect. The term of such license shall be for the life of the claims in question, subject to the limitations of 5.2(b).

b. If a Final Guideline or Final Maintenance Guideline is rescinded by the CAB Forum or the Working Group that developed it, then no new licenses need be granted, but any licenses granted before the Final Guideline or Final Maintenance Guideline was rescinded shall remain in effect.

### **5.3 Survival of CAB Forum RF License Obligation After Member Termination**

A Member whose participation in the CAB Forum has terminated shall continue to be obligated to grant CAB Forum RF Licenses for (i) any Essential Claims in a Final Guideline or Final Maintenance Guideline that has been adopted by a Working Group, in which the terminated Member participated, prior to the effective date of such Member's termination from the CAB Forum; (ii) any Essential Claims in such terminated Member's Contributions incorporated in a Final Guideline or Final Maintenance Guideline adopted by a Working Group in which the terminated Member participated, after the effective date of such Member's termination, and (iii) any Essential Claims in any Draft Guideline that was developed by a Working Group during the period in which the Member participated in that Working Group and for which the Review Period has been completed.

## **6. Copyrights**

### **6.1 Coverage**

All Contributions to CAB Forum are accepted on the basis of this Section 6.

### **6.2 Copyright License Grant**

Each Working Group Participant grants to the other Participants in such Working Group an irrevocable, worldwide, perpetual, royalty-free, nontransferable, nonexclusive copyright license to (1) reproduce, modify and distribute (in any and all print, electronic or other means of reproduction, storage or transmission) its Contributions for the purpose of developing and publishing Draft Guidelines and Final Guidelines or Final Maintenance Guidelines, and (2) upon release of the Final Guideline or Final Maintenance Guidelines a license to all, worldwide, whether or not they are CAB Forum Members or Working Group Participants, to reproduce, distribute, make derivative works and display such Final Guidelines or Final Maintenance Guidelines.

### **6.3 Enforcement of Copyrights**

Each Participant (the "Enforcing Participant") in a Working Group shall have the right, but not the obligation, to enforce the copyright interest in that Working Group's Final Guidelines or Final Maintenance Guidelines against an infringer. The other Participants of that Working Group shall take such actions as they deem appropriate consistent with the terms of this Agreement, to reasonably cooperate with the Enforcing Participant in its efforts to enforce such copyright interest. For the avoidance of doubt, no Participant shall be required to participate as a plaintiff in an action to enforce the copyright in a Final Guideline or Final Maintenance Guideline.

## **6.4 Representations and Warranties**

Participants that submit Contributions, by making a Contribution to a Working Group, represent and warrant that, to the extent personally known to the individual Contributors under their control:

- a. There are no limits to the Participant's ability to make the grants, acknowledgments and agreements herein,
- b. The Contribution does not contain source code that is intended to be incorporated as a technical component of a Guideline, and
- c. The Contribution, if incorporated into a Final Guideline or Final Maintenance Guideline will not subject the Final Guideline or Final Maintenance Guideline or implementations of the Final Guideline or Final Maintenance Guideline, in whole or in part, to licensing obligations, restrictions or requirements which are inconsistent with those set forth in this Policy.

## **7. Patent Advisory Groups**

### **7.1. PAG Formation**

If, pursuant to Section 4.3, a Participant discloses a claim that may contain or constitute an Essential Claim, but such Essential Claim is not available under a CAB Forum RF License, or the Participant has sought to exclude the Essential Claim under the procedures described in Section 4.3, the Working Group Chair will launch a Patent Advisory Group ("PAG") to resolve the conflict. The PAG is an ad-hoc group constituted specifically in relation to the Draft Guideline containing the conflict. The Working Group Chair may also initiate the formation of a PAG without such a disclosure if the Working Group Chair believes a PAG could help avoid anticipated patent problems.

The PAG will be convened by a PAG Chair who shall be appointed by the Working Group Chair or elected by the PAG and who must not be affiliated with the company owning the Essential Claim that is the subject of the PAG. The timing for convening the PAG is at the discretion of the Chair. In some cases, convening a PAG before a specific patent disclosure is made may be useful. In other cases, it may be that the PAG can better resolve the licensing problems when the specification is at the Review Period level. A PAG should be convened and issue conclusions prior to when the Final Guideline or Final Maintenance Guideline is issued. However, a PAG may also be convened in the event an Essential Claim is discovered after a Final Guideline or Final Maintenance Guideline is issued.

### **7.2. PAG Participation**

The Working Group Chair shall announce the formation of a PAG on the Working Group's public mailing list and request that interested Working Group members indicate their intended participation. A PAG will be open to any interested Working Group member, although the PAG may proceed without the holder of the actual or potential Essential Claim(s) in question.

### **7.3. PAG Procedures**

#### **7.3.1. Election of PAG Officers**

At an initial meeting of the PAG, members shall elect officers (Chair/s, Vice-Chair/s, etc.), who must not be affiliated with the company owning the disclosed Essential Claim that is the subject of the PAG.

#### **7.3.2. PAG Meetings and Communications**

A PAG may hold periodic teleconferences or face-to-face meetings and communicate through email or other electronic means.

### **7.4. PAG Conclusions**

After appropriate consultation, the PAG may conclude:

- a. The initial concern has been resolved, enabling the work on the Guideline to continue.
- b. The CAB Forum should be instructed to consider designing around the identified claims.
- c. The PAG should seek further information and evaluation, including and not limited to evaluation of the patents in question or the terms under which CAB Forum RF License requirements may be met.
- d. The project relating to the Draft Guideline in question should be terminated.
- e. The Final Guideline or Final Maintenance Guideline should be rescinded.
- f. Alternative licensing terms should be considered.

## **8. Definition of Essential Claims and Other Key Terms**

### **8.1. Essential Claims**

"Essential Claims" shall mean all claims in any patent or patent application in any jurisdiction in the world that would necessarily be infringed by implementation of any Normative Requirement in a Final Guideline or Final Maintenance Guideline. A claim is necessarily infringed hereunder only when it is not possible to avoid infringing it because there is no non-infringing alternative for implementing a Normative Requirement of a Final Guideline or Final Maintenance Guideline. Existence of a non-infringing alternative shall be judged based on the state of the art at the time the guideline is adopted as a Final Guideline or Final Maintenance Guideline. If a Normative Requirement in a Final Guideline or Final Maintenance Guideline may be fulfilled by any of a list of specified alternatives, then for determination of whether a claim is an Essential Claim, each of the specified alternatives should be considered independently as if it were the only method for fulfilling that requirement.

## 8.2. Limitations on the Scope of Definition of Essential Claims

The following are expressly excluded from and shall not be deemed to constitute Essential Claims:

- a. any claims other than as set forth above, even if contained in the same patent or patent application as Essential Claims;
- b. claims that would be infringed only by: portions of an implementation that are not specified in the Normative Requirements of the Final Guideline or Final Maintenance Guideline, or enabling technologies that may be necessary to make or use any product or portion thereof that complies with the Final Guideline or Final Maintenance Guideline and are not themselves expressly set forth in the Final Guideline or Final Maintenance Guideline (e.g., semiconductor manufacturing technology, compiler technology, object-oriented technology, basic operating system technology, and the like);
- c. the implementation of technology developed elsewhere and merely incorporated by reference in the body of the Final Guideline or Final Maintenance Guideline; and
- d. design patents and design registrations.

## 8.3. Other Key Definitions

- a. **"Affiliate"** means an entity that directly or indirectly controls, is controlled by, or is under common control with, another entity. Control for the purposes of this Policy shall mean direct or indirect beneficial ownership of more than fifty percent of the voting stock, or decision-making authority in the event that there is no voting stock, in an entity.
- b. **"CAB Forum Royalty-Free ("RF") License"** refers to the license described in Section 5 of this Policy.
- c. **"Compliant Portion"** means only that specific portion of a product (hardware, software or combinations thereof) that implements and is compliant with all Normative Requirements of the Final Guideline or Final Maintenance Guideline (as applicable to such portions that are adopted) and that is within the bounds of the Scope.
- d. **"Contribution"** means material, including Draft Guidelines, Draft Guideline text, and modifications to other Contributions, made verbally or in a tangible form of expression (including in electronic media) that is provided by a Participant in the process of developing a Draft Guideline for the purpose of incorporating such material into a Draft Guideline or a Final Guideline or Final Maintenance Guideline. For a verbal contribution to be deemed a Contribution hereunder it must be memorialized within approved meeting minutes of the CAB Forum.
- e. **"Draft Guideline"** means a version of a CAB Forum guideline that has not been approved as a Final Guideline or Final Maintenance Guideline, regardless of whether or not the Draft Guideline has been published.
- f. **"Final Guideline"** is any version of a Draft Guideline that the Working Group Participants have

agreed is a final version of such Draft Guideline pursuant to the Working Group process for approving Final Guidelines.

g. **"Final Maintenance Guideline"** is an errata to or amendment of an existing CAB Forum Final Guideline.

h. **"Member"** means an entity that is a member of the CAB Forum, together with its Affiliates.

i. **"Normative Requirements"** means those portions of the Final Guideline or Final Maintenance Guideline that are expressly identified as required for compliance with the Final Guideline or Final Maintenance Guideline including those portions of an optional or alternative portion of the Final Guideline or Final Maintenance Guideline that are identified as required for compliance with such optional or alternative portion. For clarity, those portions of the Final Guideline or Final Maintenance Guideline, including any portions of an optional or alternative portion thereof, which are designated by the terms "must", "shall", "mandatory", "normative" or "required" are expressly identified as being required for compliance.

j. **"Participant"** means a Member who is participating in one or more Working Groups of the CAB Forum, together with its Affiliates. Interested Parties and Associate Members are "Participants" for purposes of any Working Group(s) in which they may be participating, but they do not gain any CAB Forum membership privileges (such as voting rights) thereby.

k. **"Scope"** means those protocols, communication and network interface protocols, application program interfaces, service provider interfaces, physical dimensions and characteristics, data structures and any other hardware and/or software interface technologies solely to the extent disclosed in and required by a Final Guideline or Final Maintenance Guideline for the implementation of systems and methods for managing public/private keys and their associated certificates for securing or managing public/private keys and the implementation of systems and methods for obtaining and validating the accuracy and currency of data in support of certificate issuance, renewal and revocation. The Scope shall include only architectural and interconnection requirements of the Final Guideline or Final Maintenance Guideline and shall not include any implementation examples contained in the Final Guideline or Final Maintenance Guideline unless the Final Guideline or Final Maintenance Guideline expressly states that such implementation examples are to be included within the Scope of the license set forth in Section 5.1.

l. **"Working Group"** means a working group that has been approved by the CAB Forum in accordance with Section 5.3 of the Bylaws.

#### **8.4 Transfer of Essential Claims**

Any transfer by Participant to an unaffiliated third party of a patent having Essential Claims shall be subject to the terms and conditions of this Policy. A Participant may choose the manner in which it complies with this Section, provided that any agreement for transferring or assigning Essential Claims includes a provision that such transfer or assignment is subject to existing licenses and obligations to license imposed on the Participant by standards bodies, specification development organizations, or similar organizations (or language of similar import).