SIGIS: Special Interest Group for IIAS Standards, Inc.
IPR Policy
June 2, 2026

1.0 Definitions

1. "Account-Based Health or Medical Benefit" means a health or medical benefit pursuant to which a notional or financial account is established with a fixed or variable amount of funds available for certain medical expenses inclusive of those described under Section 213(d) of the Internal Revenue Code.

2. "Affiliate" means any entity that is directly or indirectly controlled by, under common control with or that controls the subject entity. For purposes of this definition control means, direct or indirect ownership of or the right to exercise (a) more than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) more than fifty percent (50%) of the controlling interest representing the right to make the decisions for the subject entity.

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 Scope.

4. "Confidential Information" means only the following: (i) meeting minutes of any Working Group, the Management Committee, as those terms are defined in the Bylaws, and the Board of Directors, and groups thereof; 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 Corporation 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 or its Affiliate 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 or its Affiliate, provided that the minutes are promptly provided to the individual representing the submitting Member or its Affiliate, unless the submitting Member or its Affiliate 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. "Corporation" means the Special Interest Group for IIAS Standards.

7. "Draft Deliverables" means the transaction processing specifications, record-keeping and data retention guidelines, retrieval/response support requirements, eligible healthcare items/categories list, certification procedures, transaction control guidelines, or any other deliverable that is under development, revision, or consideration by the Corporation, provided that each of the above must promote the Corporation's Purpose as defined in the Bylaws.

8. "Draft Informational Documents" means any materials, in any form, including but not limited to marketing, educational, training, new Member, or new Founder materials, that are under development, revision, or consideration by the Corporation, provided that each of the above must promote the Corporation's Purpose as defined in the Bylaws.

9. "**Deliverable**" means any Draft Deliverable, Final Deliverable, Draft Informational Document, or Final Informational Document.

10. "Effective Date" shall have the meaning set forth is Section 4 of the Membership Agreement. All obligations except those set forth in Section 2.2 below become effective on the Effective Date.

11. "Effective Membership Date" means, with respect to a Member, thirty (30) days after the Member's Effective Date.

12. "Final Deliverable" means a Draft Deliverable consistent with the Purpose of the Corporation that has been approved in final form by the Board of Directors in accordance with the Bylaws and designated by the Board of Directors as a Final Deliverable.

13. "Final Informational Document" means a Draft Informational Document consistent with the Purpose of the Corporation that has been approved in final form by the Board of Directors in accordance with the Bylaws and designated by the Board of Directors as a Final Informational Document.

14. "Founders" means those entities listed in Exhibit A of the Bylaws.

15. "Educational Savings Accounts" means any program adopted by federal, state or local governments to fund educational benefits for a defined class of individuals or families.

16. "Foundation Documents" means those specific documents that were developed by the Founders prior to the formation of the Corporation and that are listed in Exhibit D of the Bylaws. A Foundation Document is either a Final Deliverable or a Final Informational Document as designated in Exhibit D of the Bylaws. For clarity, Foundation Documents are not subject to an IPR Review Period.

17. "Government Sponsored Health Account Program" shall mean any health program, plan, policy, or arrangement as amended or supplemented from time to time (other than any health program, plan, policy, or arrangement sponsored by an entity as an employee benefit for its own employees or former employees) that provides an Account-Based Health or Medical Benefit, that is established by a federal, state, local, territorial, or Indian Tribal government or organization (as defined in section 7701(a)(40) of the Internal Revenue Code of 1986), including any subdivision, agency, or instrumentality thereof. Such health programs, plans, policy or arrangement shall include, but not be limited to Account-Based Health or Medical Benefits provided under Medicare (under Title XVIII of the Social Security Act, Public Law 89-97 (79 Stat. 291)), Medicaid (Title XIX of the Social Security Act, Public Law 89-97 (79 Stat. 343)), a State's children's health insurance program under Title XXI of the Social Security Act, TRICARE, Department of Defense sponsored healthcare, and any non-group qualified health plan (as defined in section 1301(a) of the Patient Protection and Affordable Care Act (42 USC Section 18021(a)) offered as an individual policy through an exchange established under Section 1311 of such Act (42 USC Section 18031).

18. "Health FSA" shall mean health flexible spending accounts as defined in Section 106(c) of the Internal Revenue Code, as subsequently amended.

19. "HRA" shall mean health reimbursement accounts as defined in IRS Revenue Ruling 2002-41, as subsequently codified or amended.

20. "HSA" means a Health Savings Account as set forth in Section 223 of the Internal Revenue Code.

21. "Identified BIN" means a 6-digit Bank Identification Number as defined by the International Organization of Standardization (ISO) and any extended digits specified in a Final Deliverable that has been identified by issuers requiring an IIAS; provided that the extended digits will include at least an 8-digit industry identification number.

22. "IIAS Data" shall mean those specific data elements or information, as set forth in the Final Deliverable, required for the substantiation, data storage and retrieval of transactions for Health FSAs, HRAs, HSAs, Government Sponsored Health Account Programs or Educational Savings Accounts.

23. "Inventory Information Approval System" or "**IIAS**" means an arrangement among merchants, payment card companies, card issuers, card processors, and plan administrators for:

(i) merchant-based substantiation of claims for Health FSAs or HRAs that seek to satisfy the minimum legal requirements for an inventory information approval system as required by IRS Notice 2006-69 and Prop. Treas. Reg. 1.125-6 (both as subsequently revised or amended); and

(ii) controls limiting use of funds from HSAs to eligible medical expenses described under Section 213(d) of the Internal Revenue Code (as subsequently revised or amended); and
(iii) controls limiting use of funds from Government Sponsored Health Account Programs to eligible medical expenses described under Section 213(d) of the Internal Revenue Code (as subsequently revised or amended).

24. "IPR Review Period" means a period of not less than thirty (30) days prior to the date on which the Board of Directors is scheduled to vote to adopt a Draft Deliverable as a Final Deliverable and which commences upon Notification by the Secretary.

25. "License Exception Procedure" means the procedures that the Board of Directors adopts to address situations in which a Necessary Claims Notification has been timely submitted.

26. "**Member"** shall have the meaning set forth in the Membership Agreement with the Corporation or shall mean a party that executes a Working Group Participation Agreement.

27. "Necessary Claims"

(i) "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 below 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 features set forth in the Final Deliverables, that are within the bounds of the Scope, 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 considerations of cost and timeliness for development and implementation of a Compliant Implementation shall not be excluded from the determination.

(ii) Notwithstanding the definition in Section 1.26(i) above, Necessary Claims do not include any (a) claims other than those set forth above even if contained in the same patent or patent application as Necessary Claims; (b) claims that, when read solely on any implementation of any portion of the Final Deliverables, are not within the bounds of the Scope; (c) claims that, if licensable as set forth in Section 3.1 below, would require a payment of royalties or other consideration by the Member or its Affiliates to unaffiliated third parties; (d) claims covering systems, processes, architecture, physical infrastructure, or methods that are used for any purpose other than enabling Compliant Implementation of IRS-required merchant-based substantiation of health benefit claims utilizing Inventory Information Approval Systems; (e) 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; (f) claims covering the implementation or use of specifications or documents published or otherwise made available for implementation or use by entities other than the Corporation such as, but not limited to, companies and standards organizations, but referred to in the body of the Final Deliverables; or (g) 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.

28. "Necessary Claims Notification" means the notification set forth in Section 3.3 below.

29. "Notification" or **"Notice"** means any notices provided pursuant to Section 10 below.

30. "Royalty Free License" or **"Royalty Free Licenses"** shall have the meaning set forth in Sections 3.1 and 3.4 below.

31. "**Scope**" means those methods, protocols, registries, and/or data structures disclosed with particularity in a Final Deliverable where the sole purpose of such disclosure is to enable implementation of the Final Deliverable in processes, services and products and where such implementation:

i) is within the Purpose of the Corporation;

and either

ii) is designed and used by a merchant, acquirer, or card network in connection with an Identified BIN

(a) to create a transaction at the point of sale,

(b) to transmit, to process, or to receive an authorization or settlement transaction,

(c) to fulfill a retrieval request, or

(d) to store a transaction.

or

(iii) is designed and used for Health FSAs, HRAs, HSAs, Government Sponsored Health Account Programs or Educational Savings Accounts as part of a temporary pilot program that use IIAS Data, the SIGIS eligible product list, or SIGIS educational benefits lists:

(a) in the decision to authorize or settle a transaction,

(b) to create, distribute, or receive a statement of the transaction,

(c) to initiate a request to retrieve IIAS Data, to respond to and transmit IIAS Data pursuant to such request, and to receive IIAS Data pursuant to

such request, all to the extent the IIAS Data has been stored according to a Final Deliverable,

(d) for claims substantiation and reimbursement processes using receipts associated with qualified medical expenses and educational benefits on the SIGIS eligible products list or the SIGIS educational benefits lists where (a) an individual is enrolled in a plan or program administered by (i) a third party administrator that uses health benefit cards subject to the SIGIS IIAS and/or 90% rule in substantially all plans and programs that it administers, or (ii) a third party administrator that uses educational benefit cards subject to the SIGIS IIAS, and (b) the individual pays for qualified medical expenses or educational benefits with post-tax dollars and has not been reimbursed under any other plan or program covering such benefits, or

(e) to perform any additional requirement specified in the Final Deliverable to meet new or revised agency guidance involving such accounts.

Notwithstanding the requirements specified in a Final Deliverable, the definition of Scope shall not be broader in any respect than defined in this Section 1.30. Notwithstanding the provisions of Section 1.30(ii) above, for purposes of clarity, the receipt or transmission by any Member or its Affiliates of data in accordance with a Final Deliverable, in connection with an Identified BIN, where the IIAS Data is not used in the decision to authorize or settle a transaction is within the bounds of the Scope even if the Final Deliverable does not expressly describe or require the receipt or transmission of IIAS Data or expressly prohibits the use of the IIAS Data.

2.0 Initial Obligations

2.1 Prior Contributions. Member and its Affiliates agree that any input, suggestions, comments or other feedback ("Comments") provided by Member or its Affiliates, whether oral, except for an oral Comment expressly withdrawn in writing by such Member or its Affiliates within fifteen (15) days from the date such oral Comment was provided, or in writing and irrespective of labeling, prior to the formation of the Corporation, is a Contribution subject to this IPR Policy including Section 3.2 below, provided that the Comment was incorporated into a Foundation Document.

2.2 Obligations upon joining. As of the Member's Effective Membership Date each Member and its Affiliates agree to be bound by the patent licensing obligations in Section 3.1 below for any Final Deliverable approved by the Board of Directors if the IPR Review Period has been completed by the Effective Membership Date. All other obligations, including but not limited to Section 3.2 below, pursuant to this Agreement commence upon the Member's Effective Date even if the Member withdraws or has its membership terminated before its Effective Membership Date.

3.0 Patents

3.1 License Commitment. Subject to the terms and conditions of this Agreement, including, but not limited to Section 3.4 below, and except to the extent a Member submits a Necessary Claims Notification pursuant to Section 3.3 below, each Member and its Affiliates agrees to grant to all other Members and their respective Affiliates a non-exclusive, worldwide, non-transferable, royalty-free license on reasonable and non-discriminatory terms and conditions to all Members and their respective Affiliates under their Necessary Claims for so long as such Necessary Claims are valid and enforceable to make, have made, use, sell, offer to sell, export, and import Compliant Implementations ("Royalty Free Licenses"). 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 below, each Member and its Affiliates agrees to grant to all other Members and their respective Affiliates a Royalty Free License with respect to any of its Necessary Claims that are infringed on account of a Member's or its Affiliate's making, having made, using, selling, offering to sell, or importing such contributing Member's or its Affiliates 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 Member must identify any patents or patent applications likely to contain Necessary Claims of that Member or any of its Affiliates for which the 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: (i) if the patent is granted then the patent number, (ii) if the patent is pending irrespective of whether or not the application is published or unpublished then the application number, and (iii) 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 above (Contributions) or for any Final Deliverable that is subject to Section 2.2 above. If a Member's or its Affiliate's Necessary Claims Notification has been timely submitted, the Member or its Affiliate has no obligation to grant a Royalty Free License for Compliant Implementations of the Final Deliverable under its Necessary Claims included in patents or patent applications identified in the Necessary Claims Notification. The Board of Directors will develop and approve a License Exception Procedure that will be followed to address situations where a Necessary Claims Notification has been received. For clarity, if a Final Deliverable is modified or revised by a Working Group, a Necessary Claims Notification is permitted only with respect to the new or modified subject matter.

3.4 Royalty Free Licenses. Royalty Free Licenses may include other reasonable and non-discriminatory terms including, but not limited to, reasonable and non-discriminatory reciprocity, defensive suspension, dispute resolution, representations and warranties, or other similar provisions that are customarily included in patent licenses. Nothing herein requires any Member or its Affiliates to request such a license. Any negotiation of such other reasonable and non-discriminatory terms is left solely to the individual parties involved. Each Member acknowledges that the Corporation has no responsibility to procure or negotiate any Royalty Free License on behalf of any Member or its Affiliates.

3.5 Retention of Rights. Nothing contained in this IPR Policy shall be deemed as requiring a Member or its Affiliates to grant or withhold a nonexclusive license or sublicense of an individual Member's or its Affiliate's patents containing Necessary Claims to non-Members on such terms as the Member or its Affiliate may determine.

4.0 Copyrights

4.1 Development License. Each Member and its Affiliates hereby grant to the Corporation a worldwide, irrevocable, non-exclusive, non-transferable copyright license to reproduce, create derivative works, distribute, display, and perform its Contributions solely for the purposes of developing, publishing and distributing the Draft Deliverables or Draft Informational Documents. Each Member and its Affiliates hereby grant to each other Member and their respective Affiliates, subject to Section 6.1 below (Non-disclosure) a worldwide, irrevocable, non-exclusive, non-transferable copyright license to reproduce, create derivative works, distribute, display, and perform its Contributions solely for the purposes of developing the Draft Deliverables or Draft Informational Documents.

4.2 Assignment of Joint Ownership for Final Deliverables and Final Informational Documents. Effective upon adoption by the Board of Directors of a Final Deliverable or Final Informational Document, each Member and their respective Affiliates hereby assign to the Corporation a non-exclusive, undivided, and equal ownership in the copyrights in the respective Final Deliverable or Final Informational Document with respect to any Contribution made by such Member or Affiliates that is included in the Final Deliverable or Final Informational Document. As a result of the above assignment and license, the Corporation and the assigning Members or Affiliates shall each have the right to independently exercise any and all rights of copyright ownership, and sublicense such rights, in the applicable Contribution without permission of the other party and without any duty to account to the other party.

4.3 Ownership of Contributions made by non-Founders prior to the formation of the Corporation. Each Founder hereby assigns its copyright interests, to the extent jointly owned with any non-Founder pursuant to the IIAS Feedback Agreement which is attached hereto as Attachment A, to the Corporation.

4.4. Ownership of Final Deliverables and Final Informational Documents. The Corporation may exercise any and all rights of copyright ownership and sublicense such

rights in the Final Deliverables and Final Informational Documents as if such rights were solely owned by the Corporation, without permission of the assigning Member or Affiliate and without any duty to account. Upon adoption of a Final Deliverable or a Final Informational Document, the Board of Directors shall publish the Final Deliverable or Final Informational Document to the Members with an appropriate copyright license as determined by the Board of Directors.

4.5 Copyright Enforcement. Each Member and its Affiliates hereby agree that the Corporation has a unilateral independent right to bring a copyright infringement action ("Action") against any party that is infringing the copyright in the Final Deliverables or Final Informational Documents. In the event that a Member or its Affiliates is required to join such Action as an indispensable party, such Member or Affiliate further agrees that it will join as a party to the Action and that the Corporation 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 Member's or its Affiliate's right to enforce its copyright interests in its Contributions subject to the licenses and assignments such Member or Affiliate has undertaken pursuant to this IPR Policy.

5.0 Trademarks, Certification Marks and Logos

5.1 Adoption of Marks. In the event that the Corporation proposes to adopt any name, logo, trademark, certification mark or trade name (collectively, "Marks"), except for the initial Corporation name and trademark based on such name, 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 Corporation shall provide Notice to the Members at least forty five (45) days in advance in writing of the proposal and pursuant to Section 10 below. The Corporation 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 Corporation. 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.

5.2 Challenges to Proposals for new Marks. 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 Corporation or any Member or their Affiliates for their use of such Marks.

5.3 Member's Adoption and Use. 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 as determined under applicable U.S. trademark laws with any of the Marks adopted by the Corporation, unless agreed to in advance by the Board of Directors.

5.4 Obligations Upon Joining. If a Mark, including the initial Corporate name and any trademark based on such name, has been adopted prior to the Member's Effective

Date, the Member and its Affiliates are bound by this Section 5.0 and has no opportunity to challenge such previously adopted Marks.

5.5 Initial Corporate Name. In the event that the Corporation proposes to adopt an initial Corporation name or trademark based on such name for use with any of the Deliverables, the Corporation shall provide Notice to the Members at least fifteen (15) days in advance in writing of the proposal. Each Member agrees that unless it provides written Notice to the Board of Directors of that Member's challenge to the proposed initial Corporation name or trademark based on the such name prior to its adoption by the Board of Directors, then the Member and its Affiliates shall not bring a claim against the Corporation or any Member or their Affiliates for their use of such initial Corporation name or trademark based upon such name.

6.0 Confidential Information and Non-Disclosure Agreements

6.1 Non-Disclosure of Draft Deliverables, Draft Informational Documents and Final Deliverables. Each Member hereby agrees not to disclose the Draft Deliverables, Draft Informational Documents, or Final Deliverables to any non-Members irrespective of whether or not the Draft Deliverables, Draft Informational Documents, 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 Effective Date and survives according to the provisions set forth in Section 8 below.

6.2 Non-Disclosure of Confidential Information. A Member and its Affiliates shall only use Confidential Information in furtherance of the Purposes of the Corporation. 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 and its Affiliates 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, subject only to the obligations herein with respect to disclosure of such Confidential Information. 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 or its Affiliates within Member's or Affiliate's organization. However, this Section 6.3 shall not be deemed to grant to any party a license under another party's copyrights, trademarks or patents.

7.0 Representations, Warranties, and Disclaimers

7.1 Member's Representations for Contributions. Member and its Affiliates represent and warrant with respect to their Contributions that such Member or Affiliate has the right and authority to submit its Contributions subject to this IPR Policy. Member and its Affiliates further represent and warrant that, subject to the actual knowledge of the Member's or its Affiliate's participating representatives, (i) Member's or Affiliate's Contributions do not violate or incorporate the copyright or trade secret interests of another party, (ii) Member's or its Affiliate's Contributions contain no source code, (iii) neither providing nor using Member's or its Affiliate's Contributions to develop, distribute or publish a Deliverable pursuant to Section 4 above are conditioned upon additional agreements, and (iv) no claim has been asserted against the Member or its Affiliate in writing that Member's or its Affiliate's Contribution would violate any intellectual property rights, including patent rights, of another party. Member and its Affiliates represent and warrant that they will not intentionally shield their 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 and Final Information Documents. The Corporation will include the following notice on all Final Deliverables and Final Informational Documents:

© Copyright [insert year] by SIGIS. All rights reserved.

THIS DOCUMENT IS PROVIDED "AS IS," AND THE CORPORATION AND ITS MEMBERS AND THEIR AFFILIATES, 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 INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH ANY IRS REQUIREMENTS; OR THAT THE IMPLEMENTATION OF SUCH CONTENTS WILL NOT INFRINGE ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS.

IN NO EVENT WILL THE CORPORATION OR ITS MEMBERS OR THEIR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATING TO ANY USE OR DISTRIBUTION OF THIS DOCUMENT, WHETHER OR NOT (1) THE CORPORATION, MEMBERS OR THEIR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (2) SUCH DAMAGES WERE REASONABLY FORESEEABLE, AND ARISING OUT OF OR RELATING TO ANY USE OR DISTRIBUTION OF THIS DOCUMENT.

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

Member and its Affiliates agree to include the above notice on all Draft Deliverables and Draft Informational Documents and further agree to retain such notice in any Deliverable that the Member reproduces.

7.3 Transfer of Necessary Claims. 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 Agreement 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 Member's withdrawal from the Corporation, or its termination or expiration of its membership in the Corporation, and (except as provided herein) unless a Member has timely submitted a Necessary Claims Notification as contemplated by Section 3.3 above, a Member's and its Affiliates' agreement to grant Royalty Free Licenses as provided in Section 3 above shall remain in full force and effect for: (i) 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) 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 Member's withdrawal or that 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, or former Member shall not be subject to any additional obligation to license its Necessary Claims or Necessary Claims of its Affiliates. Any requirements to grant additional licenses to Member or its Affiliates under this IPR Policy are terminated immediately upon termination or withdrawal of such Member, or

the expiration of such Member's membership. Unless expressly permitted, any license commitment granted to a Member or its Affiliates pursuant to Section 3 above automatically terminates when the Member ceases to be a Member.

8.2 Copyrights. All obligations pursuant to Section 4 above shall survive a Member's withdrawal from the Corporation, termination, or expiration of its membership in the Corporation. The Corporation has no obligation to offer any copyright license in any Deliverable, pursuant to either Section 4.1 or 4.4 above, to any former Member of the Corporation. Unless expressly permitted, any licenses granted to a Member or its Affiliates pursuant to Section 4.4 above automatically terminate when the Member ceases to be a Member.

8.3 Marks and Confidential Information. All obligations pursuant to Sections 5 and 6 above (for the time period set forth in Section 6 above) shall survive a Member's withdrawal from the Corporation, termination, or expiration of its membership in the Corporation.

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

8.5 Affiliates. For the purposes of this Section 8, 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.

8.6 License Revocation. Unless the Board of Directors approves winding down procedures as set forth in the Bylaws to enable the licensing obligations and commitments of Section 3 and 4 above to continue, any such license obligations and commitments shall be immediately and automatically terminated, without any action by a granting Member, if the Corporation voluntarily dissolves. For clarity, a voluntary dissolution does not include a Chapter 11 reorganization.

9.0 No Other Licenses. The Members agree that no license, immunity or other right is granted by the Corporation, 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 the Bylaws.

11.0 Amendments. Any amendment to this IPR Policy shall be governed by Section 5.19 of the Bylaws. Any such amendments shall only be applied prospectively and become effective sixty (60) days following the vote approving such proposed amendments pursuant to Section 5.19 of the Bylaws.

12.0 Limitation on the Scope of Disclosed Information. Member and its Affiliates acknowledge that they will endeavor not to disclose or exchange information as part of the Corporation's activities among or with other Members or their respective Affiliates unless such disclosure is necessary in order to achieve the lawful Purposes of the Corporation as set forth in the Bylaws.

ATTACHMENT A

IIAS Founders Group Feedback Agreement

Representatives of the following organizations: <<names of Founders inserted as of the date the Contributor signed below>> ("The Founders") are in the process of forming a non-profit association to develop industry-wide healthcare inventory information approval system (IIAS) transaction standards (the "IIAS Company"). The Founders have jointly developed a number of documents and may revise these documents and/or develop new documents (collectively the "Documents") that will be owned and maintained by the IIAS Company when it is formed. The Founders may invite you to participate in meetings to discuss the Documents ("Founders Meetings") or provide you with one or more Documents for you to review or evaluate.

The Founders would like to receive input, suggestions, comments and other feedback on the Documents ("Comments") from you, or if you are employed by or represent a particular company or organization, you and the company or organization by whom you are employed and/or representing, (collectively referred to as "Contributor"). Contributor is not required to provide any Comments on the Documents, but any Comments that Contributor does provide may be incorporated into the Documents. Such Comments will not be treated as confidential information and may be distributed to other third parties in any form for the purpose of developing any of the Documents. No Comments will be considered for inclusion in the Documents unless they are provided in writing and prominently labeled "Subject to the IIAS Founders Group Feedback Agreement." Notwithstanding the foregoing, any oral Comments received from Contributor during a Founders Meeting, may be considered for inclusion in the Documents if the oral Comments are not withdrawn by the Contributor within thirty (30) days from the date of the Founders Meeting in which the oral Comments were provided. If oral Comments are provided at any time other than during a Founders Meeting, they may only be considered for inclusion in a Document if memorialized in writing within thirty (30) days from the date that the oral Comments were provided to any of the Founders and verified in writing by the Contributor that such Comments are to be considered "Subject to the IIAS Founders Group Feedback Agreement."

By signing below, Contributor agrees that the Founders and the IIAS Company when it is formed are free to incorporate the Comments, in whole or in part, without condition or limitation in any of the Documents, and to permit the Founders and third parties to copy and distribute the comments as incorporated into the Documents for the purposes of developing Documents and/or implementing products or services as described in the Documents. Contributor also agrees that it will not assert, or permit any future owner to assert, any claim under any intellectual property rights including, but not limited to, patent rights, infringed by the inclusion or incorporation of any portion or all of the Comments in any Document or the implementation of any Document and/or implementing products or services as described in the Documents, unless the intellectual property claim sought to be asserted is affirmatively and expressly permitted by the intellectual property policy to be

adopted in the future by the Founders or their successor, the IIAS Company, which policy is intended to embody royalty free intellectual property license commitments to implement the processes and/or features described by the Documents. Any and all Comments made by Contributor will be deemed non-confidential regardless of the labeling.

The Contributor hereby assigns a joint copyright interest in its copyrights with respect to any of its Comments, or portions thereof, incorporated into any of the Documents to the Founders as representatives of the parties forming the IIAS Company. Neither the Founders nor Contributor will have any duty to seek permission to use or to account for the copyright in any Comments jointly owned. Except as expressly stated herein, the Contributor reserves to itself all other intellectual property rights and makes no assignment, license or other transfer of any other intellectual property rights.

Contributor warrants that Contributor has the right and authority to submit Comments subject to this Agreement on behalf of the company and/or organization by whom Contributor is employed and/or represents, or, if no company or organization is identified below, Contributor warrants that Contributor is neither employed by nor represents any company or organization. Contributor further warrants that, to the best of Contributor's knowledge, (i) providing these Comments subject to the terms of this Agreement do not violate the copyright or trade secret interests of another, (ii) Contributor's Comments contain no source code, (iii) neither providing nor using the Comments are conditioned upon additional agreements, and (iv) no claim has been asserted against the Contributor that implementation or practice of any portion or all of the Comments would violate any intellectual property rights, including patent rights. . Contributor also acknowledges that (i) the Founders are not required to incorporate Contributor's Comments into any of the Documents, and (ii) the Founders as representatives of the IIAS Company to be formed, own the copyright in any of the Documents incorporating all or part of the Comments.

By signing below, Contributor further agrees not to disclose any Document it receives pursuant to this Agreement nor any other information disclosed to Contributor in connection with a Founders Meeting, unless the information was previously known to Contributor, is or becomes publicly known through no wrongful act of Contributor, is approved for release by the discloser, is rightfully received by the Contributor from a third-party without a breach of this Agreement, is approved for release by written authorization, or is furnished to a third party by the discloser without a similar confidentiality restriction.

This Agreement is expressly retroactive and applies to any Comments as defined above provided by the Contributor to any Founder even if provided prior to the effective date of this Agreement.

This Agreement will be governed by the laws of the state of Washington, without regard to principles of conflict of laws. In the event that a dispute arises under this Agreement between either the Founders or the IIAS Company, and Contributor, and the dispute is finally adjudicated in favor of the Founders or IIAS Company, as appropriate, (the "Prevailing Party") Contributor agrees to pay all costs and fees including the Prevailing Party's attorneys' fees.

THE DOCUMENTS ARE PROVIDED "AS IS," AND THE FOUNDERS AND THE IIAS COMPANY 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 THE DOCUMENTS ARE SUITABLE FOR ANY PURPOSE; NOR THAT THE IMPLEMENTATION OF SUCH CONTENTS WILL NOT INFRINGE ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS.

THE FOUNDERS AND THE IIAS COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY USE OR DISTRIBUTION OF THE COMMENTS OR THE DOCUMENT WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING BUT NOT LIMITED TO THE FAILURE TO INCORPORATE OR DELAY IN INCORPORATING THE IIAS COMPANY, OR FOR FAILING OR DELAYING TO TRANSFER ANY OF THE DOCOMENTS TO THE IIAS COMPANY.

In consideration for the opportunity to provide Comments and in acknowledgement of the mutually beneficial collaboration undertaken pursuant to this Agreement, Contributor agrees to the terms set forth above.

_____
Name of Contributor

_____
Name of Individual authorized to sign on behalf of Company/Organization

_____
Title of Individual authorized to sign on behalf of Company/Organization

_____
Company/Organization represented by authorized Individual

_____ _____
Signature Date