



## IAB Technology Laboratory, Inc. Membership Application

The following shall constitute the full agreement (“Agreement”) between the company named below (“Company”) and the IAB Technology Laboratory, Inc. (“Tech Lab”) for Tech Lab Membership. Membership is conditional subject to approval by the IAB Tech Lab Board of Directors. Company shall be eligible to participate in member benefits including but not limited to: ability to participate in the development of tools and creation of specifications; opportunity for product engineering, design and operational personnel to attend technical trainings and seminars; authorization to contribute to code libraries; opportunity to work on new frameworks, test cases and proof of concepts to validate product specifications; ability to design, implement, document and build consensus around specifications and other standards documents; and the opportunity to participate in IAB Tech Lab working groups as appropriate.

All memberships are calendar-year, with new memberships pro-rated on a quarterly basis. Tech Lab Membership is available under the following classifications:

1. General Members of the Interactive Advertising Bureau (IAB U.S.) – All General Members of the IAB U.S. in good standing will automatically be granted membership in the Tech Lab at no additional charge.
2. Associate Members of the Interactive Advertising Bureau (IAB U.S.) – All Associate Members of the IAB U.S. in good standing will be allowed to join the Tech Lab for a fee of \$25,000 USD.
3. International Companies That Are Members Of Local IABs – International companies that are members in good standing of their local country-level IAB (a list of international IABs can be found here <http://www.iab.net/global>), will be allowed to join the Tech Lab for a fee of \$25,000 USD.
4. International Companies That Have No Local IAB – International companies that have no local IAB to join at the time of application must first become a Member of IAB U.S at either the General or Associate level of membership. If International company qualifies as a General member and has 25% or more total digital revenue outside the US, company will still be assessed a Tech Lab membership fee of \$25k, or \$10k if they earn less than \$25 Million in global revenue. International companies that join at the General level of membership and have less than 25% of digital revenue outside the US, will pay no additional fee to participate in the Tech Lab. International companies that join at the Associate level of membership will have to pay an additional fee of \$25,000 USD to join the Tech Lab. Note that international companies will need to be able to qualify for either General or Associate membership under IAB U.S.’s criteria, and will be subject to the pre-defined dues structure for each. If your company is an international company with no local country-level IAB, please contact [techlabmembership@iab.net](mailto:techlabmembership@iab.net) directly to discuss membership in the Tech Lab.
5. Small and Medium Size Businesses – Small and medium businesses earning less than \$25 Million USD in digital revenues with equivalent currency exchange are subject to a fee of \$10,000 USD to join the Tech Lab.



This Agreement is ongoing until superseded or membership is cancelled. Membership may be cancelled at any time with thirty (30) days' notice in writing. In the event of membership cancellation by Company, or suspension or termination of membership, any dues paid to date shall be nonrefundable, in whole or in part. To remain a member in good standing of the Tech Lab, a Company must be up-to-date with dues to the IAB, the Tech Lab, and/or the Company's local IAB, as applicable.

All Tech Lab Members shall agree to abide by the Tech Lab Code of Conduct (defined here: [http://www.iab.net/public\\_policy/codeofconduct](http://www.iab.net/public_policy/codeofconduct)) and to the Tech Lab Intellectual Property Rights Policy (See below).

This Agreement shall be governed by the laws of the State of New York excluding that body of law pertaining to conflicts of law. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of the Agreement.

By signing below, Company is agreeing to the aforementioned rights, benefits, and requirements for Tech Lab membership.

**By signing below, I represent and warrant, on behalf of the Company listed below, that I have the right and authority to enter into this Agreement and perform its obligations.**

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Company	URL
Print Name	Title
Authorized Signature	Date



**MEMBERSHIP CATEGORIES**

General Member of IAB (\$0)

Associate Member of IAB (\$25,000 USD)

International Company, Member Local IAB   
(Local IAB Dues Paid-Up; \$25,000 USD)

Please Name Local IAB:

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International Company, No Local IAB   
(General Member IAB U.S. Dues\*;  
Associate Member IAB U.S. Dues\* + \$25,000 USD)

**Small/Medium Size Business (\$10,000 USD)**

**Support Services (optional):**

Are you interested in learning more about Spiders & Bots?"    Yes    No  
                     

\*For international companies that are applying to be either general or associate members of the IAB U.S., please contact [techlabmembership@iab.net](mailto:techlabmembership@iab.net) to discuss your membership options.

**TOTAL AMOUNT DUE: \$**



**MAIN MEMBERSHIP CONTACTS**

**EXECUTIVE CONTACT INFORMATION** *(senior-most executive stakeholder)*

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First Name Last Name Title

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Phone Email

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Mailing Address City, State, Zip

**PRIMARY CONTACT INFORMATION** *(day-to-day executive "owner" of the relationship)*

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First Name Last Name Title

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Phone Email

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Mailing Address City, State, Zip

**DUES INVOICE BILLING CONTACT INFORMATION**

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First Name Last Name Title

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Phone Email

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Mailing Address City, State, Zip



**EVENT SPONSORSHIP DECISIONMAKER CONTACT INFORMATION**

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First Name

Last Name

Title

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Phone

Email

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Mailing Address

City, State, Zip

**Send invoices directly to:** [  ] Primary Contact [  ] Billing Contact [  ] Both Contacts

Unless otherwise specified, all contacts will receive all Tech Lab newsletters, email updates and announcements.

To change your preferences, please e-mail [membership@iab.net](mailto:membership@iab.net).



**INTERACTIVE ADVERTISING BUREAU TECHNOLOGY LABORATORY**  
**Intellectual Property Rights Policy for IAB TECHNOLOGY LABORATORY Activities**

**1. Copyright – Policy**

- 1.1 Copyright Grant** - Each Member grants to IAB TECHNOLOGY LABORATORY a perpetual, worldwide, non-exclusive, no-charge, royalty-free, copyright license, without any obligation for accounting, to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute any Contribution made by the Member to the full extent of the Member’s copyright interest in the Contribution.
- 1.2 Conditions for Contributions** - No Contribution may be made unless the Member is the exclusive copyright owner of the Contribution or has sufficient copyright rights from the copyright owners to make the Contribution under the terms of this Intellectual Property Policy. The Contributor must disclose the identities of all known copyright owners in the Contribution.
- 1.3 Ownership of Collective Works** - By participating in an IAB TECHNOLOGY LABORATORY Council, Committee, Working Group, Taskforce, etc., Company expressly consents and agrees that all copyright created in the collective work belongs to the IAB TECHNOLOGY LABORATORY.

**2. Patent - Policy**

- 2.1 Patent Modes** – Any Technical Working Group must specify the patent mode under which it will operate prior to initiating any work on any Draft or Final Specification. The patent mode specified by a Technical Working Group must be one of the following:
- 2.1.1 RAND Mode**, under which all Participants make the commitments and obligations described in Section 2.3.
- 2.1.2 Royalty-Free (RF) Mode**, under which all Participants make the commitments and obligations described in Section 2.4.
- 2.2 Limited Scope** - Section 2 DOES NOT APPLY to Working Groups that are not developing technical specifications.
- 2.3 RAND Mode**
- 2.3.1 Licensing Commitment** - Each Participant in a RAND mode Technical Working Group agrees that it will offer to all applicants a nonexclusive, worldwide, non-sublicensable, patent license to its Necessary Claims on fair, reasonable, and non-discriminatory terms to make, have made, use, import, offer to sell, sell, and distribute Covered Implementations of any Final Specification adopted by such Technical Working Group.
- 2.3.2 Patent Disclosure Obligations** - When a Draft Specification is ready to be considered as a Final Specification, the Technical Working Group chair will initiate a “Patent Notification Period.” To initiate a Patent Notification Period, the Technical Working Group chair will notify the Participants via email of the commencement of the Patent Notification Period. That notification will include a statement that identifies the Draft Specification subject to the Patent Notification Period, and such Patent Notification Period will be at least thirty (30) days from the date of the commencement of the Patent Notification



Period. A Draft Specification may not become a Final Specification until the completion of its Patent Notification Period. During a Patent Notification Period if a Participant's representative to the Technical Working Group has actual personal knowledge that the Participant or its Affiliates' patents or published patent applications contain Necessary Claims, then the Participant shall disclose, in writing (which may be delivered via e-mail) to the Technical Working Group chair the existence of those patents or published patent applications. The Technical Working Group chair will make such declarations available to Members. Any disclosure made by a Participant pursuant to this section does not impose any obligation on a Member or its Participants to conduct any patent or other intellectual property searches of any kind or take any action other than as expressly stated above.

## **2.4 RF (Royalty-Free) RAND Mode**

2.4.1 Licensing Commitment - Each Participant in an RF RAND mode Technical Working Group agrees that it will offer to all applicants a royalty free, nonexclusive, worldwide, non-sub licensable, perpetual patent license to its Necessary Claims on fair, reasonable, and non-discriminatory terms to make, have made, use, import, offer to sell, sell, and distribute Covered Implementations of any Final Specification adopted by such Technical Working Group.

2.4.2 Exclusion - Prior to the adoption of an RF RAND mode Draft Specification as a Final Specification, a Participant may exclude Necessary Claims from its licensing commitments under this Agreement by providing written notice of such intent to the Technical Working Group chair ("Exclusion Notice"). The Exclusion Notice for issued patents and published applications shall include the patent number(s) or title and application number(s), as the case may be, for each of the issued patent(s) or pending patent application(s) that the Participant wishes to exclude from the RF RAND mode licensing commitment set forth in Section 2.1. If an issued patent or pending patent application that may contain Necessary Claims is not set forth in the Exclusion Notice, such Necessary Claims shall continue to be subject to the licensing comments under this Agreement. The Exclusion Notice for unpublished patent applications must provide either: (i) the text of the filed application; or (ii) identification of the specific part(s) of the Draft Specification whose implementation makes the excluded claim a Necessary Claim. If (ii) is chosen, the effect of the exclusion will be limited to the identified part(s) of the Draft Specification. Exclusion Notices shall be published by IAB TECHNOLOGY LABORATORY.

## **2.5 Effective Date of Obligations**

A Participant's patent licensing obligations under this Section 2 become effective upon the ratification of a Draft Specification as a Final Specification in a Technical Working Group in which the Participant is participating.

## **2.6 Source Code**

2.6.1 Source Code - A Final Specification may not include source code as a Normative Element.

2.6.2 Source Code Licensing - Any Member making a source code Contribution shall license that source code under the BSD 2-Clause License (available at <http://opensource.org/licenses/BSD-2-Clause>) where any patent claims in such source code is subject to patent licensing obligations under this Section 2.



## **2.7 Withdrawal And Termination**

2.7.1 Withdrawal - A Participant may withdraw from a Working Group at any time by notifying the Technical Working Group chair in writing, and that withdrawal is effective upon receipt of the notice.

2.7.2 Effect of Withdrawal or Termination - Upon a Participant's written withdrawal from a Technical Working Group or upon the termination of its IAB TECHNOLOGY LABORATORY membership, all existing commitments and obligations up to the date of withdrawal or termination will remain in effect, but no new obligations will be incurred. Notwithstanding the foregoing, the patent licensing commitments under this Section 2 shall apply to any Necessary Claims in a subsequent Final Specification to the extent such Necessary Claims would apply to a Draft Specification existing as of the date of withdrawal or termination if such Draft Specification was deemed to be a Final Specification unless otherwise excluded for RF RAND mode under Section 2.4.

## **3. Representations, Warranties and Disclaimers**

**3.1** Member represents and warrants that it is legally entitled to grant the rights and promises set forth in this agreement. IN ALL OTHER RESPECTS THE CONTRIBUTIONS ARE PROVIDED "AS IS." (See Definitions Section 4.2 for further explanation of what defines a Contribution).

**3.2** The entire risk as to implementing or otherwise using any Draft Specification, Final Specification, and any other work product of any Working Group shall be assumed by the implementers and users. Except as stated herein, Member expressly disclaims any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to its Contributions, any specifications and other work product covered by this IPR Policy. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## **4. Definitions**

**4.1** "Affiliate" means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity.

**4.2** "Contribution" means any original work of authorship, including any modifications or additions to an existing work, that Participant submits in writing for inclusion in the work product of a Working Group. For the purposes of this definition, "submit" means any form of written communication, including electronic communication, for the purpose of discussing and improving the work product, but excluding communication that Participant conspicuously designates in writing as not a contribution.





- 4.3** “Control” means direct or indirect control of more than 50% of the voting stock or decision-making authority.
- 4.4** “Covered Implementation” means those portions of a product (hardware, software or combinations thereof) that implement and comply with all Normative Elements of the required parts of the Final Specification, plus the Normative Elements of any optional parts of the Final Specification.
- 4.5** “Draft Specification” means all versions of a document (except a Final Specification) developed by a Working Group for the purpose of creating, commenting on, revising, updating, modifying, or adding to any document that is to be considered for inclusion in the Final Specification.
- 4.6** “Final Specification” means the final version and contents of any Draft Specification adopted by the working group subject to the Bylaws. For purposes of this definition, the Final Specification shall not include any implementation examples included in a Final Specification.
- 4.7** “Member” means an IAB TECHNOLOGY LABORATORY member.
- 4.8** “Necessary Claims” means those claims in any patent or patent application in any jurisdiction that would necessarily be infringed by an implementation of the Normative Elements of a particular Final Specification. A claim is necessarily infringed only when there is no technically non-infringing alternative. “Necessary Claims” include only those claims that read on Normative Elements, which, as set forth below, do not include matters merely referenced in the Final Specification such as enabling technologies and other published specifications (even if necessary to make or use a product that conforms to the Final Specification), reference implementations, or examples that are not required to conform to the Final Specification.
- 4.9** “Normative Elements” means those elements of the Final Specification that are fully set forth in detail and must be implemented to conform to the Final Specification (including, if applicable, required elements of optional parts of the Final Specification) that are required for interoperability; no other matters whatsoever are Normative Elements. Normative Elements do not include matters merely referenced in the Final Specification such as enabling technologies, other published specifications referenced by the Final Specification (even if necessary to make or use a product that conforms to the Final Specification), reference implementations, or examples that are not required to conform to the Final Specification.
- 4.10** “Participant” means a Member that has joined a particular Working Group in accordance with IAB TECHNOLOGY LABORATORY mechanisms.
- 4.11** “Technical Working Group” means a Working Group that is established according to procedures set by IAB TECHNOLOGY LABORATORY to develop technical documents.
- 4.12** “Working Group” means a working group established to develop any work product, and that operates according to procedures set by IAB TECHNOLOGY LABORATORY.