

EXHIBIT C

IPR Policy

CLOUD SIGNATURE CONSORTIUM**INTELLECTUAL PROPERTY POLICY (October 27, 2017)**

This Intellectual Property Policy (this “IPR Policy”) is part of, and is incorporated into, the Terms of Membership.

The Board of Directors (the “Board”) of the Consortium has established this IPR Policy, which may be revised from time to time only as provided in Section 7.4 below. Capitalized terms used but not otherwise defined in this IPR Policy shall have the meanings assigned to them in the Definitions List, which is attached as Exhibit A to the Terms of Membership.

Article I. OVERVIEW

By signing the Membership Agreement, all Members agree to comply with the terms of this IPR Policy.

Article II. OWNERSHIP

Members hereby transfer and assign to the Consortium the entire right, title and interest in and to their respective Copyrights in any specifications, materials, documents and works prepared for the Board and Consortium committees, subcommittees and working groups and in specifications, materials, documents, inputs and works submitted to the Consortium by the Members for inclusion in or preparation of specifications, materials, documents and other works prepared by or for the Board and Consortium committees, subcommittees and working groups (collectively, “Consortium Materials”). The Consortium Materials include any specifications, materials, documents and works assigned to the Consortium as permitted by that certain Specification Promoters Agreement dated February 20, 2016. In addition, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral or similar rights Members have in the Consortium Materials, the Members waive those rights as to the Consortium.

Article III. LICENSES**Section 3.1 Copyright Licenses.**

(a) Subject to the terms and conditions herein, the Consortium hereby grants and agrees to grant to the Members, a perpetual (except as set forth below), non-transferable, nonexclusive, royalty-free, and worldwide copyright license to copy, adapt, prepare derivative works based on, and subject to applicable confidentiality rules and obligations, display and distribute to any Person or individual, the Consortium Materials solely for the purposes of executing, furthering or assisting with the business, objects and aims of the Consortium, provided that any copyright or other proprietary notices included on such Consortium Materials may not be removed, altered, or obscured in any manner. The license granted in this paragraph

shall cease to apply to any Member (as a licensee under such license) from and after the date such Member ceases to be a Member.

(b) Any Member who transfers and assigns Copyrights to the Consortium pursuant to Article II shall have the licenses set forth in (and shall be subject to the terms of) Section 3.1(a) in respect of such Copyrights but shall not (as regards the transferred/assigned Copyrights) be subject to the restriction that licensed use shall be solely for the purposes of executing, furthering or assisting with the business, objects and aims of the Consortium provided, however, that such Member shall comply with the confidentiality obligations with respect to such transferred/assigned materials pursuant to the Terms of Membership. Further, said licenses (in respect of the transferred/assigned Copyrights) shall be perpetual and shall not cease to apply after the date the relevant Member ceases to be a Member.

(c) The Consortium may license the Consortium Materials to Persons other than Members in accordance with policies set by the Board and approved by majority vote of the Members in accordance with Section 4.4.2 of the Articles.

Section 3.2 Limited Patent Licensing Obligation. Effective upon, and subject to Section 5.4(b) of the Terms of Membership, each Member, on behalf of itself and its Affiliates, hereby agrees that it will, upon request, grant to any other requesting Member or Adopter and its respective Affiliates (each a “Licensee”) a nonexclusive, non-transferable, worldwide, non-sublicensable license under its Necessary Claims solely to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of Compliant Portions; provided that such license need not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion. Such license shall be granted on fair, reasonable and non-discriminatory (“FRAND”) terms, provided that such license grant may be conditioned upon the Licensee’s grant of a reciprocal license under FRAND terms and conditions, which may include appropriate defensive termination provisions.

Section 3.3 Non-Circumvention. Each Member hereby represents and warrants that it has the power and authority to bind itself and all of its Affiliates to the obligations contained here, including without limitation, the obligation to grant patent licenses as set forth in this IPR Policy. Each Member further represents, warrants and agrees that it has not and will not intentionally transfer or otherwise encumber its patents or patent applications having Necessary Claims for the purpose of circumventing the obligation to grant licenses contained in this IPR Policy and that if it does transfer or otherwise encumber its patents or patent applications it will provide notice of the obligation herein to the purchaser or successor in interest.

Section 3.4 No Other Rights. No intellectual property or other rights are granted hereunder other than as expressly set forth herein. The Final Specification is intended to be compatible with multiple different implementations of Remote Electronic Signatures, some of which may be proprietary, and is not intended to mandate any particular implementation of Remote Electronic Signature. The Members understand that there is no guarantee that any particular implementation of the Final Specification will not infringe the intellectual property rights of Members involved in the development of the Final Specification or of third parties. Furthermore, for the avoidance of doubt, the licensing commitment set forth in Section 3.2 does not include any obligation to deliver source code or to otherwise disclose any trade secrets or

other know-how.No Obligation to Contribute or Implement. No Member is required to make or offer any Contribution or offer to make products that comply with the Final Specification or a Draft Specification.

Article IV. TRADEMARKS; MEMBER LOGOS.

In the event that the Consortium proposes to adopt any name or logo as a Trademark, the Consortium shall notify the Members in writing of the proposal. The Consortium shall take such steps as the Board deems necessary and proper to protect its rights under such Trademarks adopted for use by the Consortium. Each Member agrees that unless it provides notice to the Secretary General of the Consortium of such Member's challenge to a proposed Trademark prior to its adoption by the Board, then such Member shall not assert against the Consortium or any Member any Trademark rights they may have or thereafter possess in such proposed Trademark. Each Member agrees not to use or adopt any Trademarks for any product, service, guideline or specification likely to cause confusion with any of the Trademarks adopted by the Consortium, unless agreed by the Board. Nothing herein conveys any right to a Member or to the Consortium to use any Trademark of any other Member for any purpose, including in any advertising, publicity or promotion. Each Member hereby agrees that, to the extent it uses any Trademarks adopted for use by the Consortium, if any, it shall only use such Trademarks to label and promote products in which all included features and functions reasonably capable of being implemented as Compliant Portions have been so implemented. For the avoidance of doubt, no Member shall have any obligation to use any of the Trademarks adopted for use by the Consortium. Nothing herein shall be construed as a license to use trademarks owned by any other Member.

Article V. SUBMISSION TO RECIPIENT ORGANIZATIONS

Section 5.1 Submission to Recipient Organization. With the supermajority vote of the Board and the affirmative vote of the Members in accordance with the voting requirements set forth in Sections 4.4.2 and 5.2.6 of the Articles, the Final Specification or portions that may include text, design features, tables or any information extracted or compiled from a Final Specification ("Portion of Final Specification") may be contributed or proposed to an appropriate standards body or consortium or other organization ("Recipient Organization"). In such case, each Member agrees with respect to the Final Specification or portion of a Final Specification that is contributed (i) that it will comply with the Recipient Organization's disclosure, licensing and other commitments, and (ii) that the patent license commitment set forth in Section 3.2 of this IPR Policy shall survive solely with respect to the unmodified portion(s) of the Final Specification that is contributed to and adopted as a standard or specification of the Recipient Organization even if the Recipient Organization permits Members to elect not to offer a license. Notwithstanding the foregoing, a Final Specification or Portion of a Final Specification may not be contributed to a Recipient Organization with a more onerous licensing obligation than set forth in Section 3.2 unless all Members unanimously agree to the Contribution or proposal. For the purpose of this Section 5.1, "a more onerous licensing obligation" includes but is not limited to a Recipient Organization's intellectual property rights policy that obligates its participants or members to license intellectual property on a royalty-free basis.

Section 5.2 Publication. With the supermajority vote of the Board and the affirmative vote of the Members in accordance with the voting requirements set forth in Sections 4.4.2 and 5.2.6 of the Articles, the Final Specification may, subject to the licensing terms of Article 3, be published by any means agreed upon by such Members. The Members agree that any publication of a Final Specification shall include, in addition to the notices required by Section 3.1(a), appropriate disclaimers, as agreed by the Board of Directors, to prevent any third party from claiming that any rights are granted by implication or estoppel because of such publication.

Article VI. DISCLAIMERS AND LIMITATIONS ON LIABILITY

Section 6.1 Authority; No Implied Licenses.

(a) When a provision in this IPR Policy refers to actions to be taken by the Board, such provisions should be read to mean the Board acting on behalf of the Consortium.

(b) Except as expressly stated, no ownership or similar rights in any intellectual property, including patents, are intended or required to be conveyed under this IPR Policy, and any grants and/or licenses shall be limited to the grants and licenses expressly provided herein.

Section 6.2 Disclaimers.

(a) UNDER NO CIRCUMSTANCES SHOULD THIS IPR POLICY BE INTERPRETED TO BE A REPRESENTATION, WARRANTY, CONDITION, OR OTHER FORM OF GUARANTEE THAT THE INTELLECTUAL PROPERTY RIGHTS OF THE CONSORTIUM, A MEMBER, OR ANY OTHER PERSON, WILL NOT BE INFRINGED IF THIS IPR POLICY IS COMPLIED WITH.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONSORTIUM, ITS MEMBERS AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES AND AGENTS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY OF TITLE OR NON-INFRINGEMENT RELATING TO ANY SOFTWARE, MATERIALS OR PRODUCT MADE AVAILABLE BY OR THROUGH THE CONSORTIUM.

Section 6.3 Limitations on Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONSORTIUM SHALL HAVE NO LIABILITY OF ANY KIND TO ANY PERSON ARISING FROM FAILURE BY ANY MEMBER TO COMPLY WITH THIS IPR POLICY.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONSORTIUM, THE MEMBERS AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY TO ANY THIRD PARTY ARISING FROM THIS IPR POLICY.

Article VII. GENERAL TERMS

Section 7.1 Further Assurances. The Members agree to take such action (including, without limitation, the prompt execution of any documents, affidavits, exhibits or other documentation as may be reasonably required) and provide such cooperation and assistance as is reasonably necessary to fully effectuate the purposes of this IPR Policy and the assignment of ownership rights, as set forth in this IPR Policy.

Section 7.2 Compliance with Export Laws. No Member shall transfer any product, technical data, code or materials subject to this IPR Policy to any country for which any applicable government requires an export license or other governmental approval without first obtaining such license or approval.

Section 7.3 Governing Law. This IPR Policy shall be governed by and construed in accordance with the laws of Ireland, without regard to the conflicts of law principles thereof.

Section 7.4 Modification of IPR Policy. This IPR Policy may only be amended or modified with a supermajority vote of the Board and a supermajority vote of the Members in accordance with the voting requirements set forth in Sections 4.4.4 and 5.2.6 of the Articles.

Section 7.5 Dissolution or Liquidation of the Consortium. In the event that the Consortium is dissolved or liquidated, all licenses and grants herein shall survive, if applicable, according to their terms.