

Defensive Patent License v1.1

Preface

The Defensive Patent License (DPL) is a free, copyleft-style license for patents.

Most patents and patent licenses are designed to take away the public's access to knowledge and the freedom to share and improve on the patented inventions. By contrast, the DPL is intended to protect the freedom to share and improve patented inventions, among a community of like-minded people. It is also intended to help establish a robust body of prior art that prevents subsequent attempts to patent the same inventions in ways that restrict access and freedom.

To join this community, all that a person or company must do is to guarantee the same freedom to everyone else in the DPL community, with respect to all of their own patents (and any future patents they may acquire). However, you do not need to own any patents to become part of the DPL community. You need only make the same commitment and then abide by it in the case that you do acquire patents at some future time.

The result is that this patent-sharing community ends up with a network of patents that guarantees each member a zero-cost license to any or all of the patents within the network, while still leaving those patents enforceable against anyone who has chosen not to join the DPL's patent-sharing community.

Unlike copyright-based licenses such as the GNU General Public License, the DPL v1.1 requires that a person or organization license ALL their patents under the DPL in order to receive free licenses from other DPL users. This is due to differences between patents and copyrights and the ways in which patents can threaten access to knowledge and freedom in ways that copyright cannot. In requiring this, the DPL stands as a unequivocal commitment to non-aggression among a community of people and companies who obtain patents to defend themselves, but who do not want to use those patents aggressively against the public.

At the start, the DPL patent-sharing community is likely to be small, so joining it will seldom impact the revenues that a patent holder obtains from commercial licensees. As the community grows, it becomes more and more attractive to join the community, even for large companies with many patents. The benefit to each existing community member grows as more and more patent-holders join and freely license their patents to all the members.

Another benefit is creating a robust body of prior art to prevent proprietary patent owners from patenting similar inventions. Currently, many innovators choose not to patent what they create because they disagree with the patent system or they are cautious or skeptical that their patents will end up being used to bully or troll other creators. The DPL legally binds patent owners to supporting access and freedom within

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the DPL community and thus provides assurances that patenting a given innovation will not be abused or misused within the DPL community. In this way, DPL patents provide assurances regarding freedom and access while at the same time serving as serious roadblocks to subsequent attempts to file patents on the same inventions.

The effect of the DPL v.1.1's "all-in" requirement is that companies with large inventories of proprietary patents may be less likely to join the patent-sharing community at first. However, this means that DPL patent holders are free to enter commercial licenses with, collect royalties from, and/or file lawsuits against those companies. Alternatively, if such companies do at some point join the patent-sharing community, the community would get the free use of all of their numerous patents.

To join the DPL community, you simply declare on a publicly available website your commitment to offer any patents you have or obtain under the DPL to anyone who makes a similar commitment (what we are calling an "Offering Announcement") and then, when you contact another DPL user to accept the license to its patents, you provide it with the URL for the website where you posted your commitment. We also encourage you to email your Offering Announcement URL to the DPL Foundation via the email address listed on its website (<http://www.defensivepatentlicense.org/content/frequently-asked-questions#how-can-I-start>) so others can learn about it and contact you to accept your licenses.

If you were to change your mind later, you can withdraw from the DPL patent-sharing community on 180 days' notice. You can effectuate this by posting another announcement on a publicly available website (what we are calling a "Discontinuation Announcement") declaring the final date you will be offering your patents under the DPL and then emailing that URL to anyone from whom you've taken the DPL license. Again, we also encourage but do not require that you email the DPL Foundation with your Discontinuation Announcement.

After withdrawing, existing licenses you previously granted to community members remain valid, but your obligation to grant free licenses to the DPL community ceases. Also, you retain any free licenses that you obtained from other DPL users. But those other DPL users have the right at any point to convert your license to a similar license that requires you to pay a fair, reasonable, and non-discriminatory royalty for each licensed product or service.

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7. Definitions

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- 7.1 **“Affiliate”** means a corporation, partnership, or other entity in which the Licensor or Licensee possesses more than fifty percent (50%) of the ownership interest, representing the right to make the decisions for such corporation, partnership or other entity which is now or hereafter, owned or controlled, directly or indirectly, by Licensor or Licensee.
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 - (b) has declared such commitment by means of an Offering Announcement; and
 - (c) if the entity or individual has made a Discontinuation Announcement, the Discontinuation Date has not yet occurred; and
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