



## INTELLECTUAL PROPERTY CONSIDERATIONS FOR THE CONNECTED CAR

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# KEY SDLC INTELLECTUAL PROPERTY (“IP”) ISSUES

- SDLC Trademarks

- What are they? Where are they? How can members use them?

- Patents Covering SDL

- How do we prevent patent litigation and licensing fees?

- Copyrights (Open Source Software)

- What are the applicable licenses and how do we comply with them?

- Privacy

- What does the SDLC do to protect privacy rights?

# SDLC TRADEMARKS

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**SmartDeviceLink**  
The word mark


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**sdl**  
The SmartDeviceLink  
abbreviation

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The SDL logo

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 **sdl**  
The SDL combination mark

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 **sdl**       **sdl**

SECONDARY COMBINATION MARK

 **sdl**     **sdl**     **sdl**     **sdl**

LOGO VARIATIONS

# SDLC TRADEMARK USAGE GUIDELINES

## Identity Guidelines

### SDL TRADEMARK USAGE POLICY AND GUIDELINES

The SmartDeviceLink trademarks are to be used only by the SDLC, its Members, the Project Maintainer, Project Core Adopters, Project Proxy Adopters and App Developer/App Partners as defined in the SDLC Bylaws (collectively "SDL Trademark Users") for marketing and promotional purposes relating to SDL technology.

#### Using the SmartDeviceLink Trademarks:

- Use of the TM symbol:

The "TM" symbol must be added in superscript format immediately following the word mark wherever the word mark first appears on product packaging, products, web pages, and marketing pieces, and in textual information.

Example: SmartDeviceLink<sup>TM</sup> compliant

Until further notice, you should not use the ® symbol together with the SmartDeviceLink trademarks.

#### Format requirement:

- The SmartDeviceLink word mark is a trademark, and its spelling cannot be changed.

- No hyphenation should be added to the mark:

**Correct:** SmartDeviceLink

**Incorrect:** Smart-Device-Link

- The trademark should not be used as a verb:

**Correct:** Develop your product with SmartDeviceLink

**Incorrect:** SmartDeviceLink your product with the vehicle.

SmartDeviceLink

The word mark

sdl

The SmartDeviceLink abbreviation



The SDL logo



The SDL combination mark

## PRIMARY COMBINATION MARK

Do not use any effects or shadows, stretch, manipulate, or alter the logo in any way. The versions displayed in this document are the only approved uses/variants. The SmartDeviceLink Trademarks should only be displayed in the following colors (black, white, SDL Gray, and SDL Green), but the background color may vary:



## SECONDARY COMBINATION MARK



## LOGO VARIATIONS



## PRIMARY COLORS

These colors are considered the official SmartDeviceLink brand colors and may be used both in printed collateral and digital products. Note: Hexcodes and RGB values are for the web or other digital applications, Pantones (PMS) are used for printed brand materials and color-matching, and CMYK values are used for digital printing.

**SDL GREEN**  
#78C8F / WEB  
PANTONE 360 / PRINT  
CMYK 55, 0, 75, 0 / PRINT

**SDL GRAY**  
#394E80 / WEB  
PANTONE 7546 / PRINT  
CMYK 80, 60, 40, 30 / PRINT

## LOGO & MARK USAGE

The following basic rules should be adhered to in order to keep the logo looking nice and retain the integrity of the SDL brand. Use the Primary Combination Mark (page 4) with colors described on page 5, for initial instance, followed by Secondary Combination Mark and Logo Variations for subsequent uses.

**DO NOT** join the mark and logo together or alter the proportions of its various components.



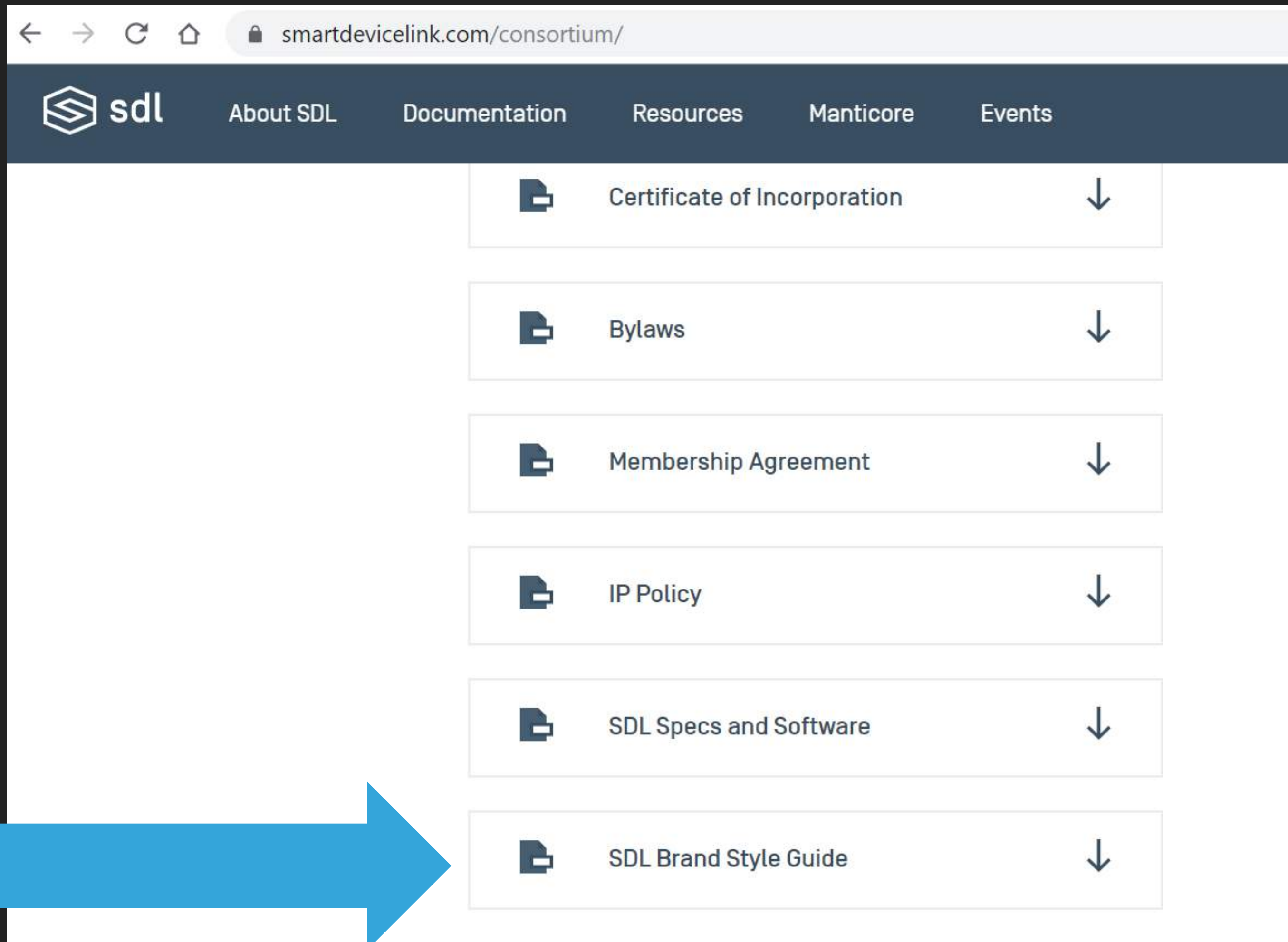
**DO NOT** include additional shapes or place within any shape. The logo always stands alone.

**DO NOT** bend or stretch the logo. Make sure all scaling is done proportionally.







**DO NOT** add any effects to the logo including strokes, shadows, glows, gradients, unapproved colors, etc.

**NOTE:** Non-members are *not* licensed to use SDLC trademarks. (But members may brand their products sold to non-member customers.)

# WHERE TO FIND THESE MARKS & GUIDELINES



The screenshot shows a web browser at the URL [smartdevicelink.com/consortium/](https://smartdevicelink.com/consortium/). The navigation bar includes the SDL logo and links for About SDL, Documentation, Resources, Manticore, and Events. The Documentation menu is expanded, showing a list of documents:

	Certificate of Incorporation	↓
	Bylaws	↓
	Membership Agreement	↓
	IP Policy	↓
	SDL Specs and Software	↓
	SDL Brand Style Guide	↓

A large blue arrow points from the left towards the 'SDL Brand Style Guide' entry in the list.

# COPYRIGHTS: OPEN SOURCE SOFTWARE

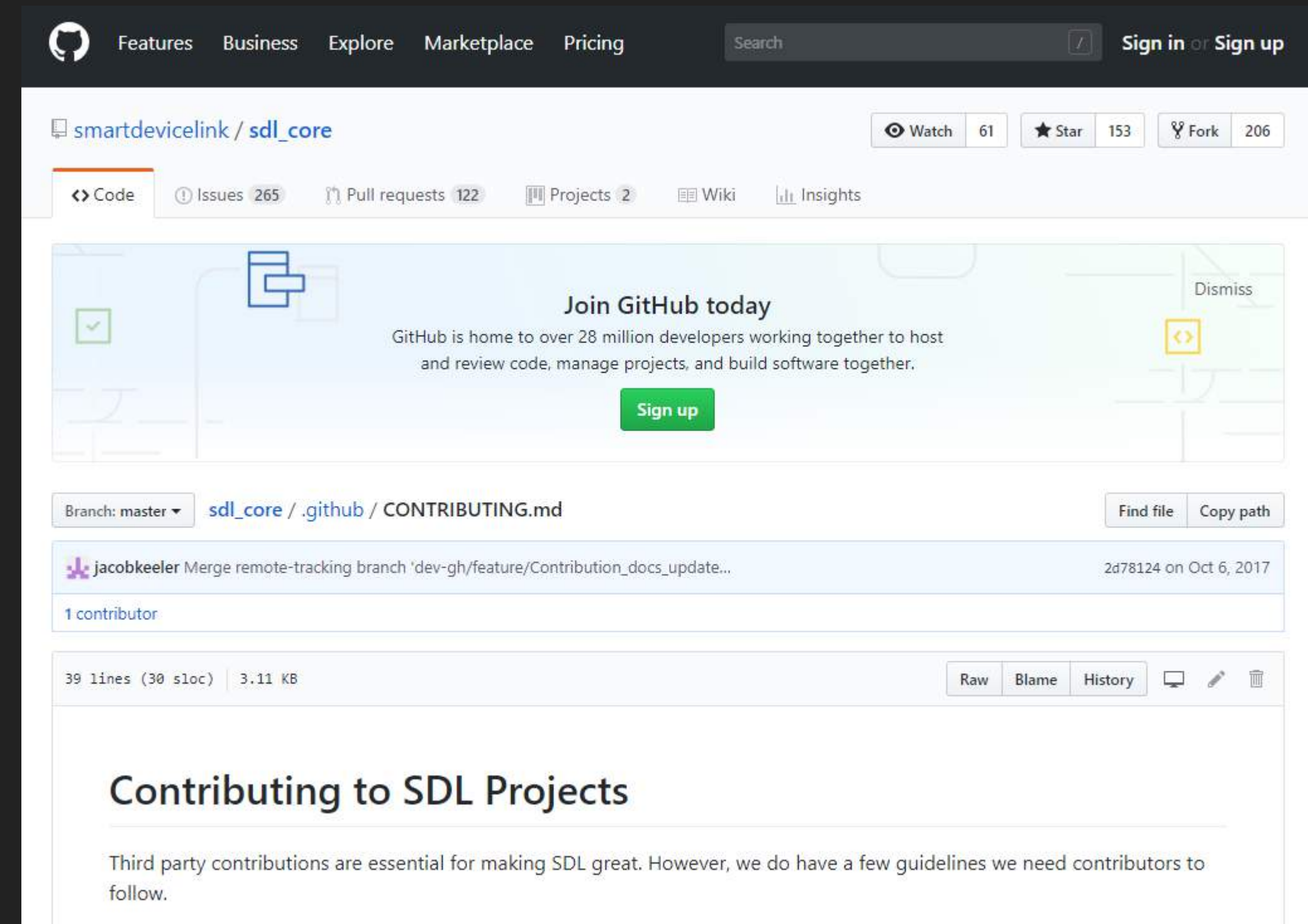
# SDL IS A “PERMISSIVE” OPEN SOURCE PROJECT

- The *current* SDL code base is subject to several “permissive” open source licenses:
  - BSD, MIT, Apache 2.0, JSON, etc.
  - *These licenses are generally accepted for commercial applications; they are relatively easy to comply with.*
- *Future contributions* to the SDL code base will be considered under:
  - No license
  - BSD, MIT, Apache 2.0, Boost, JSON
  - Pursuant to the Contributor License Agreement (“CLA”)
- SDLC-owned code (code not subject to third-party license) is *licensed-out* pursuant to the BSD license.
- No “copyleft” or “restrictive” code in the current SDL codebase
  - No GPL v2/3, LGPL v2/3, AGPL



# WHERE TO FIND THE CONTRIBUTOR LICENSE AGREEMENT (“CLA”)?

- ▶ Each SDL repository includes a “Contributing” document.
  - ▶ Links to the CLA



The screenshot shows the GitHub interface for the repository `smartdevicelink / sdl_core`. The file `CONTRIBUTING.md` is selected, showing a commit by `Jacobkeeler` from October 6, 2017. The file content includes the heading **Contributing to SDL Projects** and the text: "Third party contributions are essential for making SDL great. However, we do have a few guidelines we need contributors to follow."



## Contributor's License Agreement (CLA)

In order to accept Pull Requests from contributors, you must first sign [the Contributor's License Agreement](#). If you need to make a change to information that you entered, [please contact us](#).

# SDL ADOPTERS MUST COMPLY WITH OPEN SOURCE LICENSE OBLIGATIONS

- To distribute SDL code (and any open source software) to others, you must comply with the applicable license terms.
- The “permissive” licenses which cover the SDL code is licensed have common requirements that are relatively easy to comply with (for unmodified SDL code).
  - When you distribute the code:
    - Give notice of the presence of the particular open source in the code
    - Provide a copy of the applicable license
    - Provide (or make available) a copy of the open source code
    - Leave intact any existing license or copyright information

# COMPLIANCE MEASURES WILL VARY IN THE SUPPLY CHAIN

- *App developer or software supplier:*
  - Disclose in the code or application itself, or
  - Associated disclosure document
- *Head Unit Supplier:*
  - Embed the required notification and license text in the HMI menu
    - Similar to Android or iPhone
- *OEM:*
  - Embedded license disclosure in head unit HMI
  - Printed notification & license terms
- In *all cases*, the open source code itself is available on Github as part of the SDL project.

## HOW TO DETERMINE *WHICH* LICENSES APPLY TO *WHICH* CODE

- GitHub provides, for each SDL code repository:
  - SDLC license terms (BSD)
  - Any applicable third-party license terms
- You need to comply with the license terms corresponding to *only* the code you *distribute* to your customers.
- You do *not* need to comply with licenses for SDL code that you download but do *not* distribute.

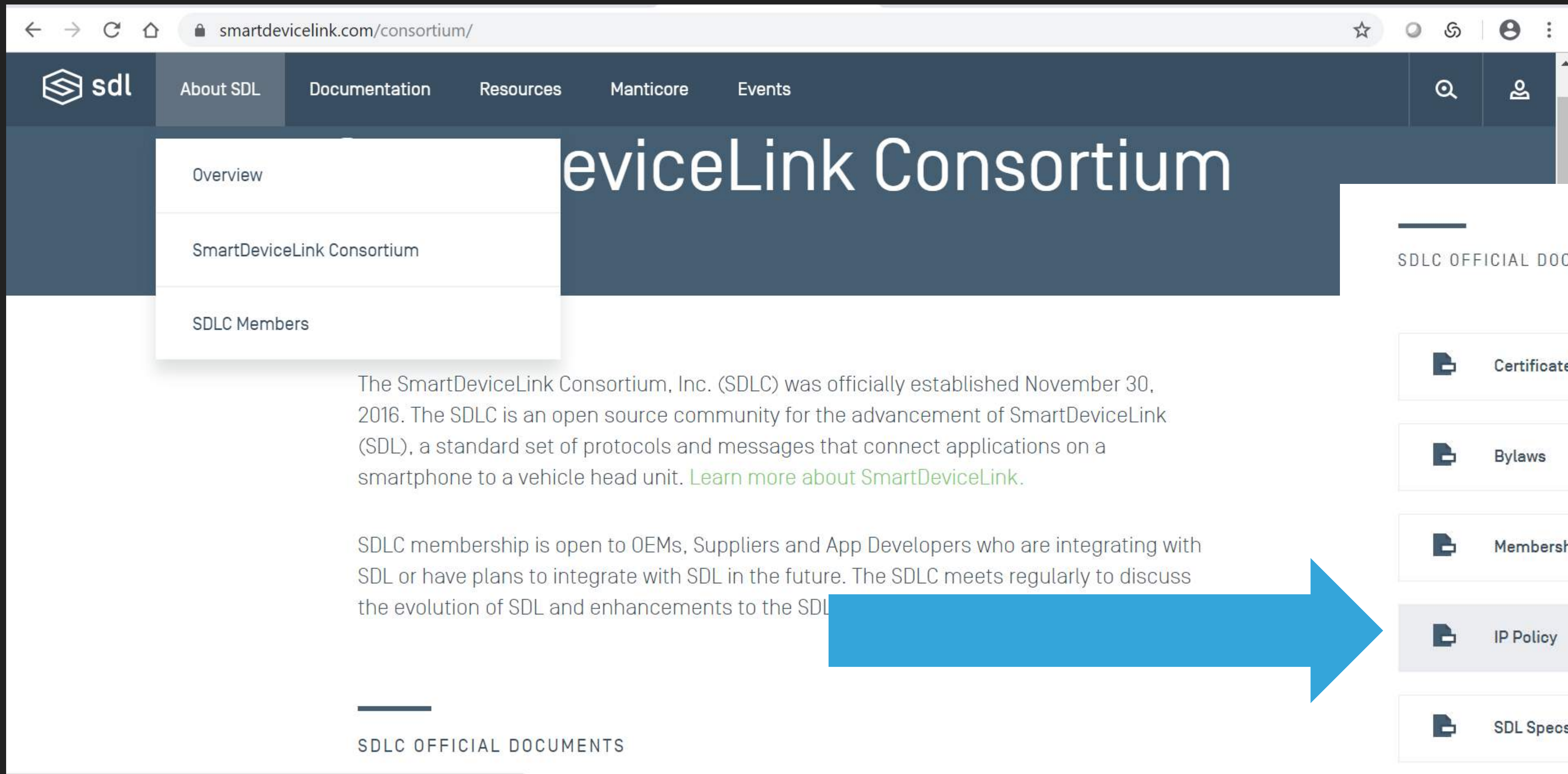
# SDLC PATENT POLICY

## PATENTS AND SDLC

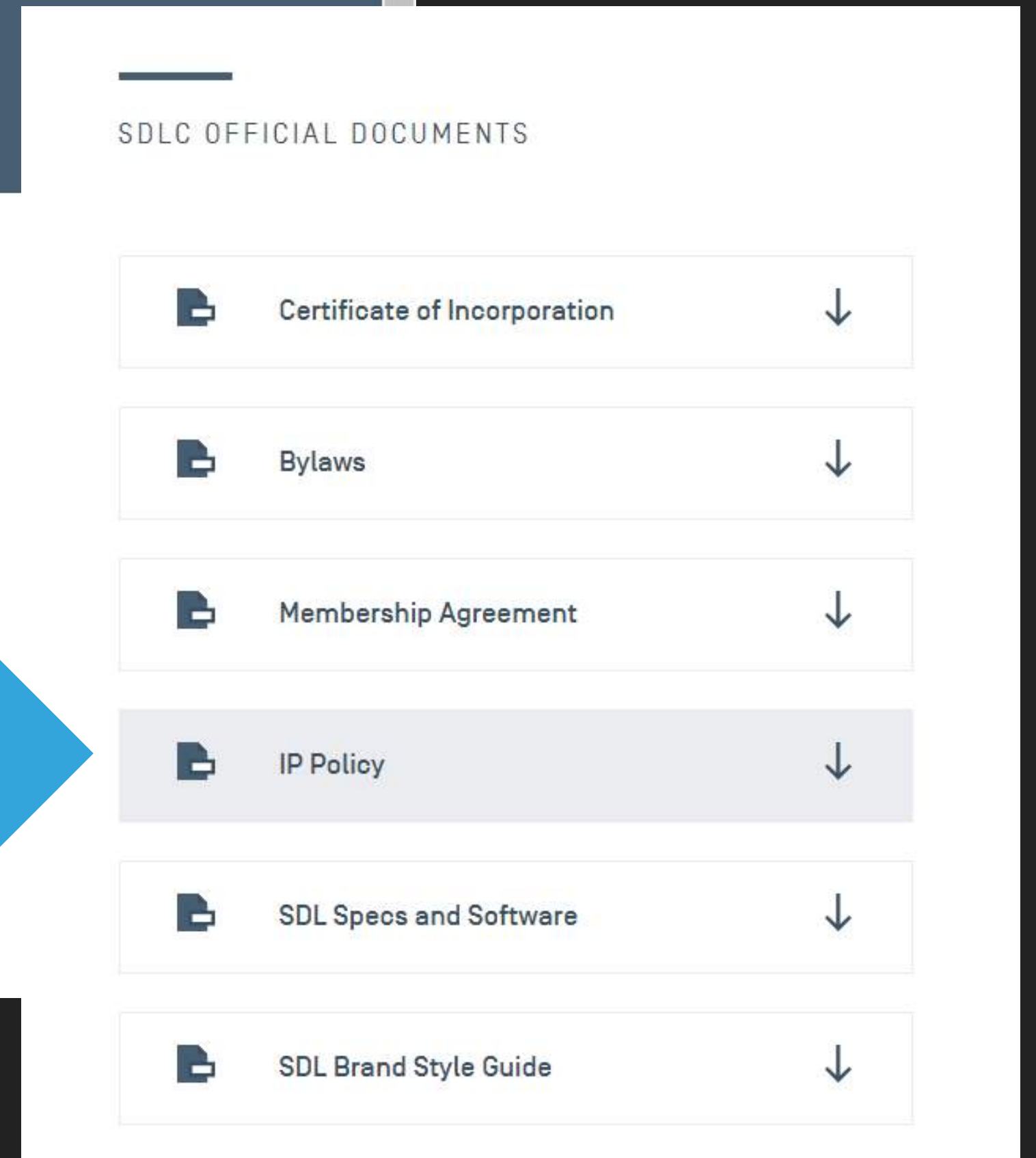
- How to address member patents which may cover an implementation of SDL?
  - Patents members have before joining SDLC
  - Patents members obtain after joining SDLC
- The SDLC IP Policy strikes a balance between Members' intellectual property rights, and the adoption of SDL as an industry standard.















# GOVERNING DOCUMENT: THE SDLC "IP POLICY"

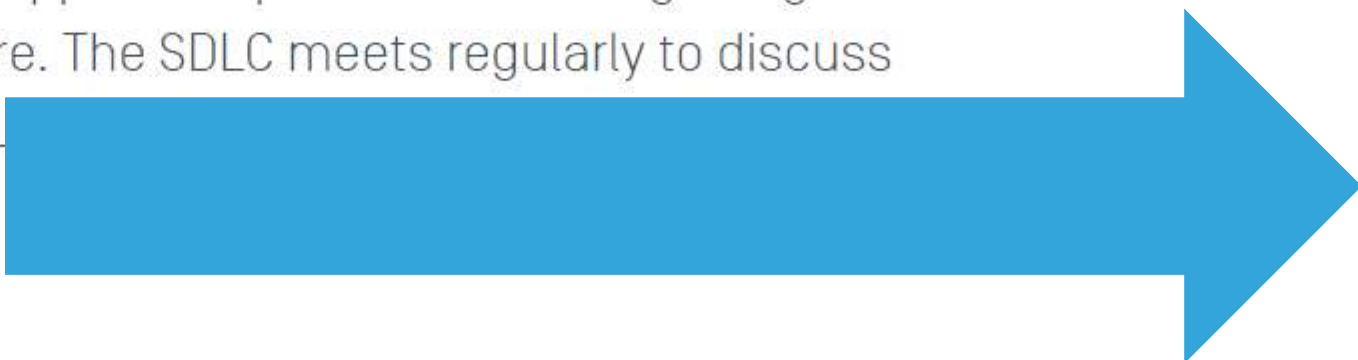


The screenshot shows the website smartdevicelink.com/consortium/. The navigation menu includes 'About SDL', 'Documentation', 'Resources', 'Manticore', and 'Events'. A dropdown menu is open under 'About SDL', showing 'Overview', 'SmartDeviceLink Consortium', and 'SDLC Members'. The main heading is 'SmartDeviceLink Consortium'. Below the heading, there is a paragraph: 'The SmartDeviceLink Consortium, Inc. (SDLC) was officially established November 30, 2016. The SDLC is an open source community for the advancement of SmartDeviceLink (SDL), a standard set of protocols and messages that connect applications on a smartphone to a vehicle head unit. [Learn more about SmartDeviceLink.](#)' Another paragraph follows: 'SDLC membership is open to OEMs, Suppliers and App Developers who are integrating with SDL or have plans to integrate with SDL in the future. The SDLC meets regularly to discuss the evolution of SDL and enhancements to the SDL'. At the bottom, there is a section titled 'SDLC OFFICIAL DOCUMENTS'.



SDLC OFFICIAL DOCUMENTS

-  Certificate of Incorporation 
-  Bylaws 
-  Membership Agreement 
-  IP Policy 
-  SDL Specs and Software 
-  SDL Brand Style Guide 



## OBJECTIVE: PROMOTE ADOPTION; PREVENT LITIGATION AND LICENSE FEES

- Litigation, and IP license fees, can be a significant impediment to the adoption of a standard.
- The SDLC IP Policy is architected similar to that of the Bluetooth standard.
  - Members license their relevant patents and copyrights to other members (solely for implementing SDL), and covenant not to assert those patents and copyrights against SDL technology in member products.
  - Members retain their right to enforce all of their patents and copyrights (against anyone) for non-SDL technology.
- NOTE: Neither the SDLC, nor its members, can prevent a non-member from enforcing patents against implementation of SDL.



# MEMBERS PROVIDE THE MOST LIMITED LICENSE NECESSARY TO PERMIT ADOPTION AND USE OF SDL

- The scope of a Member's patent license to the SDLC is defined *at the time the member joins the SDLC*.
- The license is *limited to* "SDL Compliant Technology" implemented in Members' products:
  - Final SDL Specifications and/or SDL Software
  - Approved by the SDLC Board of Directors or Steering Committee for adoption
- License does *not* extend beyond SDL Compliant Technology
- Members can freely enforce their patents outside of SDL Compliant Technology

## MEMBERS MAY TERMINATE THEIR PATENT LICENSE BEFORE FUTURE/PROPOSED ADDITIONS TO THE CODE

- If, after joining the SDLC, a member feels that *draft/proposed* specifications or software are expanding or diverging into new subject matter that member does *not* want to license:
  - Member can terminate membership *before* the SDLC Board or Steering Committee adopts the draft/proposed SDL specifications or software.
  - This terminates the Member's patent license on a *go-forward* basis.
    - Previously-adopted specifications and software remain licensed.
- Because the draft/proposed specifications or software were not adopted at the time the member withdrew from SDLC, that member did *not* license them.

# PRIVACY & SDLC

# SDLC PRIVACY POLICY

- ▶ <https://www.smartdevicelink.com/privacy/>
- ▶ Complies with European Union's new "General Data Protection Regulation" ("GDPR")
  - ▶ Effective May 25, 2018
- ▶ Identifies an SDLC "Data Protection Officer" for questions/concerns
  - ▶ [DPO@smartdevicelink.com](mailto:DPO@smartdevicelink.com)
- ▶ Discloses which Personally-Identifiable Information ("PII") SDLC collects:
  - ▶ SDLC member information
  - ▶ SDLC conference registrants

# SDLC PRIVACY POLICY

- ▶ Discloses how SDLC uses the PII it receives.
  - ▶ For SDLC business only.
  - ▶ No SDLC marketing, other than optional newsletter and event notifications.
  - ▶ No third-party marketing.
- ▶ Discloses how SDLC maintains PII.
  - ▶ Secured transmission and storage
- ▶ Discloses individual owner rights
  - ▶ Right to modify your PII.
  - ▶ Right to have your PII deleted.

**THANK YOU!**

**QUESTIONS?**