EXHIBIT 2

OPENADR ALLIANCE

INTELLECTUAL PROPERTY RIGHTS POLICY

From and after the date that this Intellectual Property Rights Policy ("IPR Policy") is adopted, the IPR of the Alliance and its Members shall be governed prospectively by this IPR Policy, all in accordance with the terms of the OpenADR Alliance Bylaws. Recognizing that the Alliance is an open participation organization whose activities are focused to accelerate the growth of the renewable energy industry through standardization of monitoring and management interfaces for energy system components, this IPR Policy is designed to maximize widespread adoption of Specifications. In furtherance of the objective of widespread adoption, the Alliance and its Members agree that barriers to industry use of Adopted Specifications should be limited as much as possible. Capitalized terms used in this Exhibit are defined in Section 7 of this Exhibit or the applicable Member Agreement.

1. **IPR Categories.** IPR shall be categorized as follows:

   (a) Adopted Specifications;
   (b) Alliance IPR; and
   (c) Joint IPR

with each category subject to the further terms set forth in this IPR Policy.

2. **Optional Disclosure of Necessary Claims**. Each Member may disclose whether such Member has any Necessary Claims (including without limitation, any Necessary Claims of an Affiliate of a Member and/or a Non-Member) relating to the applicable Proposed Specifications and/or Adopted Specifications. The Alliance shall develop a declaration form to be used by Members in disclosing the above, which form shall be consistent with the terms of this Section 2. Each Member is encouraged to disclose as soon as possible IPR information associated with any standardization proposal.

3. **RAND License for Necessary Claims.** Each Member agrees to negotiate in good faith for the grant to each other Member a RAND License to any Necessary Claims upon such terms and conditions as may be agreed to between such Mem-

bers. If a Member ("Licensor Member") licenses to another Member ("Licensee Member") any Necessary Claims on a fee-based or other royalty-based arrangement, Licensor Member agrees that any existing and future licenses granted to it in connection with any Necessary Claims in existing or future Adopted Specifications by Licensee Member, including, without limitation, any Royalty Free Licenses or other non-fee based arrangements, may be converted to a fee-based or other royalty-based license arrangement as determined by the Licensee Member.

4. **Alliance IPR and IPR Contributed to the Alliance.** All right, title and interest in and to any and all IPR, software and documentation created or developed by individuals employed or retained by the Alliance for creation or development of same shall vest in the Alliance ("Alliance IPR"), and the Alliance shall be free to use and publish any research results, ideas, algorithms, techniques and other information developed for or by the Alliance as determined by the Board of Directors. Members shall have a Royalty Free License to Alliance IPR.

5. **Joint IPR.** IPR developed jointly by the Alliance and either: (a) a Member pursuant to a separate agreement with the Alliance defining the scope of the work to be performed by such Member; or (b) a contractor acting in their capacity as such, shall be jointly owned by the Alliance and the applicable Member ("Joint IPR"). Each joint owner shall be entitled to exercise all rights of ownership as provided by law without, however, an obligation of accounting from one to the other. The Member acknowledges and agrees that the Alliance will make Joint IPR available to all Members pursuant to terms and conditions determined by the Board of Directors. For the purposes of the foregoing, the term "jointly" shall mean that at least one Member employee and one Alliance employee or contractor assigned to the Alliance qualify as co-inventors as a matter of U.S. patent law, in the case of patentable subject matter, or qualify as co-authors as a matter of U.S. copyright law, in the case of copyrightable subject matter.

6. **Clearinghouse Activities.** The Alliance may serve, upon such terms and conditions as may be established by the Board of Directors, as a clearinghouse for the purposes of collecting and distributing any royalties or license fees due to any applicable Members and/or Non-Members in connection with the licensure and/or use of Adopted Specifications.

7. Definitions.

"Adopted Specifications" means the Specifications that have been approved or adopted by the Alliance pursuant to the procedures set forth in the Corporate By-laws.

"Alliance IPR" is defined in Section 4.

"Fully Comply" means products or technology that meet all mandatory portions of the applicable Adopted Specifications. If the Adopted Specifications contain optional components, and the product or technology incorporates the optional components, then the products or technology must also meet the optional specifications of such Adopted Specifications.

"Interfaces" means a set of message and message sequences on the information flowing across a reference point between two identified functional entities or the method by which information, including data and control information, is conveyed between cooperative systems or devices, such as radio frequency communications-related subsystems.

"IPR" means intellectual property rights, whether by patent, copyright, trade secret or other form of intellectual property.

"Joint IPR" is defined in Section 5.

"Licensee Member" is defined in Section 3.

"Licensor Member" is defined in Section 3.

"Member" means any Member, collectively or individually, as applicable.

"Necessary Claims" means those claims of all issued patents throughout the world, that a Member or a Non-Member, as applicable, owns or has a right to, and that: (a) cover or directly relate to one or more of the Proposed Specifications and/or the Adopted Specifications, as applicable; and (b) reasonably might be necessarily infringed by an implementation of any Proposed Specifications, if approved as Adopted Specifications, and/or Adopted Specifications, as applicable, where such infringement could not have been avoided by another commercially reasonable

noninfringing implementation of such Proposed Specifications and/or Adopted Specifications, as applicable, and such infringement is necessary to meet the implementation requirements of the Proposed Specifications and/or Adopted Specifications, as applicable. Necessary Claims shall not include any claims of any patents or patent applications covering any enabling technologies that are used in the manufacture of products that comply with the Proposed Specifications and/or Adopted Specifications, but are not expressly designated in the Proposed Specifications and/or Adopted Specifications (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, etc.). If a Member asserts that any claim is not a Necessary Claim on the basis that there is a commercially reasonable alternative to the infringing implementation of the Adopted Specification, such Member shall provide the Board of Directors with sufficient documentation evidencing the availability of such a commercially reasonable alternative.

"Member" means any Member in the Alliance that has executed the OpenADR Member Agreement.

"Proposed Specifications" means Specifications and/or any additions and/or modifications to existing Adopted Specifications (but not the underlying Adopted Specifications) recommended for review to the Alliance by the Board of Directors.

"RAND License" means a non-exclusive license on fair, reasonable and nondiscriminatory terms and conditions, without a right to sublicense, to make, have made, use, import sell, offer to sell, license, promote or otherwise distribute and dispose of the resulting product or technology that Fully Comply with the applicable Adopted Specifications. Such RAND License to Necessary Claims shall be transferable by the licensee only with the written consent of the licensor; such consent may not be unreasonably withheld or delayed.

"Related Patent Applications" means all pending patent applications throughout the world, existing now or hereafter filed, that a Member or a Non-Member, as applicable, owns or has a right to, and that disclose subject matter that relates to any Proposed Specifications and/or Adopted Specifications, where possible infringement of any eventually issued claim(s) could not be avoided by another commercially reasonable noninfringing implementation of such Proposed Specifications and/or Adopted Specifications, as applicable. Related Patent Applications shall not include any patent applications covering any enabling technologies that are used in the manufacture of products that comply with the Proposed Specifications

and/or Adopted Specifications, but are not expressly designated in the Proposed Specifications and/or Adopted Specifications (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, etc.). If a Member asserts that any pending patent application is not a Related Patent Application on the basis that there is a commercially reasonable alternative to the infringing implementation of the Adopted Specification, such Member shall provide the Board of Directors with sufficient documentation evidencing the availability of such a commercially reasonable alternative.

"Royalty Free License" means a no cost, worldwide, perpetual, non-exclusive, nontransferable, unrestricted license to the Necessary Claims, as applicable, but does not include any right to grant sublicenses, solely to make, have made, use, import, sell, offer to sell, license, promote or otherwise distribute and dispose of the resulting product or technology.

"Specifications" means documents or specifications that define or specify one or more aspects of an Interface. Interfaces may be defined and/or specified by using either message oriented descriptions or a protocol specification.