

UPnP FORUMSM
IMPLEMENTER MEMBERSHIP ADDENDUM

This UPnP Forum Implementer Membership Addendum (the “**Addendum**”) is by and between the UPnP Forum (Forum), with its principal place of business at 3855 SW 153rd Drive, Beaverton, OR 97006 and Member, as defined below. Except as modified herein, all terms and conditions of the underlying UPnP Forum Membership Agreement (the “**Agreement**”) and all Bylaws and Exhibits and any Amendments or Addenda thereto shall remain the same and in full force and effect.

1. INDEX AND CERTAIN DEFINITIONS

1.1 Index.

This Addendum includes the following:

Sections 1- 15	Terms of this Addendum
Exhibit A	UPnP Forum Implementer Membership Application Form
Exhibit B	UPnP Certification Mark(s)
Exhibit C	UPnP Forum Membership Agreement

1.2 Definitions.

1.2.1 “**Affiliate**” shall mean an entity that directly or indirectly controls, is controlled by, or is under common control with another entity, so long as such control exists. “Control” means beneficial ownership of more than fifty percent of the voting stock or equity in an entity. Notwithstanding the foregoing, Affiliate shall not mean any entity that has previously been a member of Forum whose membership was terminated by Forum.

1.2.2 “**Certificate of Conformity**” means the certificate received from the Forum for each Member Device for which the Member has submitted a Registration Form and which has been accepted by the Forum as having passed the applicable Test in accordance with the UPnP Device Certification Process and this Addendum.

1.2.3 “**Certification Mark**” means that mark(s) and logo(s) attached hereto in Exhibit B, as amended from time to time by Forum, which are released pursuant to Section 4.1.3 of this Addendum.

1.2.4 “**Certified Device**” refers to each Member Device for which a Certificate of Conformity has been issued by Forum to Member, provided that the Certified Device shall not include (i) any version of the applicable Member Device that has been altered, modified or improved by or on behalf of the Member after receipt of the Certificate of Conformity in such a way that may impact UPnP functionality, unless a new Certificate of Conformity has been received by Member for such new revision; or (ii) any Member Device not conforming fully to the certification rights and obligations set forth in this Addendum.

1.2.5 “**Device Registration Form**” means a fully and properly completed form available at www.upnp.org, as amended by Forum from time to time and incorporated herein by reference, for each specific Member Device that the Member is seeking to qualify as a Certified Device.

1.2.6 “**Effective Date**” shall have the meaning set forth in Section 13.1.1.

1.2.7 “**Input**” shall mean all suggestions, comments, feedback, ideas and/or know-how (whether in oral, written or electronic form) provided by Member to Forum in connection with and/or related to the Tests and any Updates.

1.2.8 “**UPnP Logo Usage Guidelines**” are those guidelines for advertising, promotion and marketing materials, packaging and labels using the Certification Mark described in the document entitled *UPnP Logo Usage Guidelines* that specifies how and on which materials the Certification Mark may be used, which is available at www.upnp.org, as amended by Forum from time to time and incorporated herein by reference.

1.2.9 “**Marketing Materials**” means those advertising, promotion and marketing materials, and packaging and labels of Member that are directly related to the sale of a Certified Device.

1.2.10 “**Member**” means the applicant identified on the Forum Implementer Membership Application Form, who is a Member of UPnP Forum and has executed this Addendum, and had the Addendum accepted by the Forum, and has maintained payment of any and all dues called for herein.

1.2.11 “**Member Device**” shall mean software applications and devices of Member (or, if applicable, of an Affiliate) that are designed to implement the UPnP Standards, such as, without limitation, controlled devices, user control points, bridges and other applications.

1.2.12 “**Signed**” shall mean having undertaken any process with the intent to sign and be legally bound thereby, including, without limitation, having inscribed a written signature on paper or having typed a name adopted by the party intending to be bound sign in a location designated for a signature on a computer screen and then clicking an electronic button to submit such signature.

1.2.13 “**Term**” shall have the meaning set forth in Section 13.1.2.

1.2.14 “**Test(s)**” shall mean each executable software program, including, without limitation, XML documents and associated documentation prepared and approved by or on behalf of the UPnP Forum, for each device class designated by the UPnP Forum, used for the purposes of (a) implementing the UPnP Device Certification Process, and (b) testing the compliance of Member Devices with the UPnP Standards; provided that, if the context requires, “Test” shall mean only the particular test applicable to the device at issue.

1.2.15 “**Forum**” shall mean the UPnP Forum, the non-profit corporation that owns the Certification Mark and administers the UPnP Device Certification Process.

1.2.16 “**Forum Bylaws**” shall mean the bylaws of the Forum, which are accessible to Forum Members via the Forum website.

1.2.17 “**Forum Test Authors**” shall mean those persons or entities that have licensed a Test or Update, or some portion thereof, to Forum.

1.2.18 “**Updates**” shall have the meaning set forth in Section 4.2.2 below.

1.2.19 “**UPnP Compliance Committee**” shall mean that committee established by the Forum to administer the UPnP Device Certification Process and to establish rules and regulations of the UPnP Device Certification Process.

1.2.20 “**UPnP Device Certification Process**” shall mean the official process established by Forum for certifying Member Devices as compliant with the UPnP Standards. The document containing the UPnP Device Certification Process rules and regulations is available for review at www.upnp.org, and, as amended from time to time by Forum, is incorporated herein by reference.

1.2.21 “**UPnP Standards**” means those specifications in the device control protocols (“DCPs”), which have been approved by the Forum, and which are available for review at www.upnp.org, as amended from time to time, and are incorporated herein.

1.2.22 “**Usage Report**” shall mean that report submitted by Member to Forum pursuant to Section 5.3.4 below that includes the following information: (i) all Member’s use of the Certification Mark(s) pursuant to this Addendum, including, without limitation, the countries in which the Certification Mark has been used by Member; (ii) the status of any claims, disputes or controversies relating to or arising in connection with the subject matter of this Addendum; and (iii) any other information relating to this Addendum as Forum may from time to time request.

1.2.23 All other initially capitalized terms (except capitalized proper names) shall have the meanings assigned to them in this Addendum.

2. IMPLEMENTER MEMBERSHIP

2.1 Requirements for Implementer Membership.

The following is required for Implementer Membership in the Forum:

2.1.1 Be a Basic Member. Applicant must be a Basic Level Member of UPnP Forum under the UPnP Forum Membership Agreement, attached hereto as Exhibit C, as of the date of application for Implementer Membership under this Addendum.

2.1.2 Payment of Applicable Membership Fee. Member must pay all applicable Forum dues for Implementer Members, as set forth in the Membership Application Form attached as Exhibit A hereto, as amended from time to time by Forum.

2.1.3 Acceptance of this Addendum. Member agrees (on behalf of itself and any and all applicable Affiliates) to be fully bound by the terms of this Addendum as set forth herein (including amendments made pursuant to the provisions of this Addendum).

2.1.4 Information. Member must accurately, correctly and completely provide all information requested of Member in this Addendum and the Exhibits hereto. To the extent any information provided to Forum by Member becomes inaccurate, incorrect or incomplete at any time during the Term of this Addendum, Member shall promptly provide Forum with notice of the accurate, correct and complete information.

2.2 Affiliates.

2.2.1 Rights of Affiliates. As of the Effective Date and subject to all the terms of this Addendum including, without limitation, this Section 2.4.1, Affiliates of Member shall have the right to exercise the rights granted to Member hereunder to the same extent as Member and shall be subject to the restrictions and obligations applicable to Member set forth in this Addendum. All rights or benefits sought by any Affiliate of Member under this Addendum, including but not limited to the issuance of Certificates of Conformity, will be provided and conducted in the name of the Member unless the Affiliate is separately and independently an Implementer Member.

Member shall, at Forum's request, provide written documentation demonstrating Member's authority to bind any Affiliates of Member as set forth in this Section 2.4 who seeks to utilize any rights under this Addendum. Forum may require proof of such a relationship at any time, including, but not limited to, prior to any use of a Test or submission of a Device Registration Form for any Member Device. No Affiliate shall be entitled to any rights or benefits under this Addendum unless and until such Affiliate has authorized Member to bind Affiliate and Affiliate is bound to all the terms of this Addendum.

2.2.2 Voting. Regardless of whether an Affiliate holds an Implementer Membership in the Forum, Member and its applicable Affiliates in the aggregate shall only be entitled to one vote on any matter on which such Member or its applicable Affiliates shall be entitled to vote.

2.2.3 Notice of Voting Representative. Member agrees that Member and its Affiliate(s) will notify Forum in writing as to which Member or Affiliate will exercise that single right to vote. In the event of a dispute, failure to provide a notice which complies with the Forum Bylaws, or more than one vote, all votes of Member and Affiliates may be disqualified.

2.2.4 Membership by Affiliates. Subject to the limits on votes of Affiliates as set forth above in the Agreement and the Bylaws, nothing herein shall prevent any Affiliates from separately becoming independent and direct Implementer Members, provided such entity independently and directly complies with all other requirements for Implementer membership in the Forum.

2.2.5 Joint and Several Liability. Member and its Affiliates are jointly and severally liable for their obligations and liabilities under this Addendum.

3. LICENSE GRANT

3.1 Test License.

3.1.1 License Grant. Subject to all terms and conditions set forth in this Addendum, Forum hereby grants to Member during the Term a limited, non-exclusive, worldwide, revocable, non-transferable, royalty-free, fully paid-up right and license to install and use the Test on computers, including workstations, terminals or other digital electronic devices, solely in the form of the executable computer code provided by Forum and solely for the purpose of testing Member Devices to determine such Member Device's compliance with UPnP Standards in accordance with the UPnP Device Certification Process.

3.1.2 Limited Sublicense Grant. Solely in the event that Member seeks to engage a third-party to administer the Test in order to determine whether a Member Device is compliant with the UPnP Standards, Member may grant to such third party a limited, non-exclusive, revocable, non-transferable and royalty-free right to use the Test solely for the limited purpose of administering the Test in connection with the Member Device that Member seeks to have certified as a Certified Device, provided that any such third party testing entity must be a Implementer Member in good standing with the Forum. Member shall require all such third parties to agree to a Signed writing to all terms and conditions necessary and appropriate to protect Forum's right, title and interest to the Tests, including, but not limited to, all applicable terms and conditions of this Addendum, and providing that Forum shall be a third party beneficiary of such agreement(s).

3.1.3 Certain License Restrictions. Member shall not through itself or third parties, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying algorithms of the Test(s). If a Member wishes to access the Test source code, the Member may request it from the Forum for the limited reasons outlined in the UPnP Device Certification Process document. If Forum has rights for such source code and Forum, in its discretion, grants the request of Member to access such code, a separate license for such source code between the Member and the Forum will be provided by Forum and must be executed by Member in order to access or use source code. Except as expressly permitted by the provisions of this Addendum, Member shall not reproduce, distribute, perform or display the Test(s), or remove any proprietary notices or labels of Forum and/or the Forum Test Authors on the Test(s). Member shall not modify, translate, enhance or change the Tests in any manner, or combine, merge or embed the Tests with or in any other software. Member shall not omit portions or use a partial version of the Tests. Member shall have no right to create derivative works of any Tests.

3.2 Certification Mark License.

3.2.1 License Grant. Forum hereby grants to the Member a limited, non-exclusive, worldwide, revocable, non-transferable license to use the Certification Mark solely in accordance with the UPnP Logo Usage Guidelines during the Term of this Addendum and solely (i) to indicate that a Certified Device has met the UPnP Standards; and (ii) either (A) on Certified Devices in accordance with the UPnP Logo Usage Guidelines, or (B) in Marketing Materials directly related to the Certified Devices in accordance with the UPnP Logo Usage Guidelines.

3.2.2 Sublicense Grant. Forum hereby grants to the Member a limited, non-exclusive, worldwide, revocable, non-transferable license to sublicense the Certification Mark to third parties with which Member has contracted (i) to manufacture, assemble, sell or distribute a Certified Device solely for the limited purpose of using the Certification Mark on Certified Devices in accordance with the UPnP Logo Usage Guidelines; or (ii) to advertise, publicize or market a Certified Device solely for the limited purpose of preparing and using Marketing Materials directly related to the Certified Devices in accordance with the UPnP Logo Usage Guidelines. Member shall require all such third parties to agree to a Signed writing to all terms and conditions necessary and appropriate to protect Forum's right, title and interest to the Certification Marks, including, but not limited to, all applicable terms and conditions of this Addendum, and providing that Forum shall be a third party beneficiary of such agreement(s).

3.2.3 Certain Geographic or Usage Limitations. In the event Forum determines that use of the Certification Mark, in any particular manner, in any particular jurisdiction, or on any particular device or Marketing Materials may violate any applicable laws or regulations, be contrary to public policy or may subject Member or Forum to any third party claims, legal proceedings, governmental investigations or proceedings, penalties or liabilities, upon receipt of notice and request from Forum, Member agrees to promptly cease and desist from all use of the Certification Mark in such particular manner, in such particular jurisdiction, and/or such particular device or Marketing Materials.

3.2.4 Control. Forum shall have absolute determination and control, in its sole discretion, over the design, redesign, modification, change, enhancement, improvement, authorized or unauthorized use, manner and degree of application, manner and extent of registration, maintenance, protection, enforcement, ownership, licensing, use and termination of the Certification Mark, UPnP Logo Usage Guidelines, and UPnP Device Certification Process.

3.2.5 Certain License Restrictions. The licenses granted in this Section 3.2 may be used solely in connection with Certified Devices of the Member, and are subject to the restrictions and obligations of Member set forth in this Addendum, including, without limitation, the following:

3.2.5.1 Member shall not modify, enhance or change the Certification Mark or combine it with another mark, or use, adopt or register any marks confusingly similar to the Certification Mark.

3.2.5.2 Member shall not omit portions or use a partial version of the Certification Mark.

3.2.5.3 Member shall not use the Certification Mark as a domain name, including, without limitation, as a sub-domain name.

3.2.5.4 Member shall not use the Certification Mark: (a) in any manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with the Certification Mark; (b) in any manner as would violate the rights of any third parties; (c) in any manner as would result in any third party claim or in any governmental investigation, claim or proceeding alleging unlawful or improper use of the Certification Mark; (d) on or in connection

with any other devices or marketing materials other than the Certified Device or Marketing Materials; or (e) in any manner other than as a Certification Mark on Certified Device, without the prior written consent of the Forum.

3.2.6 Components. If the Certified Device constitutes only a part or portion of another or larger device of the Member, the Member may only use the Certification Mark in reference to that portion of the Member's device that constitutes the Certified Device, and must specifically indicate which part or portion of the Member's device constitutes the Certified Device in all Marketing Material that use the Certification Mark.

4. CERTAIN OBLIGATIONS OF FORUM

4.1 Device Certification Process

4.1.1 UPnP Device Certification Process. Forum has established and will continue to develop the UPnP Device Certification Process by which the Members of Forum will be able to demonstrate compliance with the UPnP Standards. The UPnP Device Certification Process may be amended by Forum from time to time at Forum's sole discretion.

4.1.2 Certificate of Conformity. Upon receipt of any applicable device registration fees, a properly completed Device Registration Form from Member, and a file of test results indicating a passing score on the applicable Test, Forum will promptly issue a Certificate of Conformity for the Member Device indicated on the Registration Form.

4.1.3 Access to Certification Mark. Forum will make available on the Forum website, to be accessed by Member in accordance with the rules in the UPnP Device Certification Process document following issuance of a Certificate of Conformity, the Certification Mark for Member's use in connection with that Certified Device in accordance with the terms of this Addendum.

4.2 Availability of Tests

4.2.1 Access to Tests. Forum will make available on the Forum website the currently available Tests that Member may use pursuant to the terms of this Addendum for the testing of each specific Member Device that the Member seeks to have certified as meeting the UPnP Standards in accordance with the UPnP Device Certification Process Document. Forum may, in its reasonable discretion and with notice (by posting on the Forum website or otherwise), revoke access to and cease certifying devices under any Test that Forum determines is not functioning properly, including, without limitation, any Test that fails to properly test the compliance of Member Devices with the UPnP Standards.

4.2.2 Test Maintenance/Updates. Forum is not obligated to provide maintenance, technical support or updates to Member for the Tests. Forum may, however, in its sole discretion, provide technical support, updates, upgrades, revisions, successors and/or supplements to the Tests and/or related information (collectively, "**Updates**") to Member during the Term, in which case such Updates shall also be deemed to be included in the Tests, and therefore governed by this Addendum, unless other terms of use are provided by Forum with such Updates.

5. CERTAIN OBLIGATIONS OF IMPLEMENTER MEMBER

5.1 Device Certification Process.

5.1.1 Compliance With UPnP Device Certification Process. Member shall comply in full with the UPnP Device Certification Process for each Member Device. In the event Forum, in its sole discretion and at any time upon notice to Member, amends the UPnP Device Certification Process, Member agrees to comply with the UPnP Device Certification Process as so amended from and after the date any such amendment is posted by Forum on the Forum website.

5.1.2 Testing. Member will conduct or arrange for the testing of each specific Member Device that the Member seeks to have certified as a Certified Device in accordance with the UPnP Device Certification Process. Member shall test Member Device against the most current applicable version of the Test (including, if applicable, any Updates) for the applicable device class available at the time of testing. If the Member Device passes the most current applicable Test, Member will fully, accurately and promptly complete a Device Registration Form and submit it, along with a file of the results of the test of the Member Device and any applicable fees, to the Forum. Member is not authorized under this Addendum to, and shall not, alter or otherwise modify a Test. Member shall not alter or otherwise modify the results of a Test for any device.

5.1.2.1 The “most current applicable version of the Test” as used in Section 5.1.2 means the Test with the most recent date of first posting on the Forum website that is applicable to the particular Member Device at issue. Notwithstanding any other provision of this Section 5.1.2, solely for a period of six (6) months after such date (or for such other time period as specified by Forum in the UPnP Device Certification Process document), Member may test a Member Device against the immediately prior version of the Test, provided that such prior version of the Test has not been revoked by Forum pursuant to Section 4.2.1 above. After this period, Member may not qualify a Member Device under any earlier version of the applicable Test.

5.1.3 Certificate of Conformity. Member may obtain the Certification Mark for use in connection with Certified Devices from Forum website.

5.1.4 Limitation on Third Party Usage. Without limitation on other license restrictions and obligations set forth in this Addendum, other than as expressly provided in Section 3.1.2, Member may not offer a Test (including, without limitation, any portion thereof) to any third-party for any use whatsoever.

5.2 Modified Devices.

5.2.1 Testing. In the event a Certified Device is upgraded, modified, altered or improved by or on behalf of the Member in any way which may impact the compliance of the device with the UPnP Standards (a “**Modified Device**”), the Modified Device will constitute a new device distinct and different from the Certified Device. The Modified Device must be subjected to and pass the then-current applicable Test in accordance with Sections 4.1 and 5.1.2 above and the UPnP Device Certification Process in order to be accepted as Certified Device.

5.2.2 Certification Mark. Unless and until Forum has issued a Certificate of Conformity for the Modified Device and accepted it as a Certified Device, Member may not use the Certification Mark in connection with the Modified Device or the sale, marketing or advertising thereof.

5.2.3 Exception to Modified Device Requirements. In the event a Certified Device is modified (from the exact version tested under the UPnP Device Certification Process according to which the Certificate of Conformity was issued) in a way that does not impact the compliance of the device with the UPnP Standards, the Member shall provide to Forum a sworn declaration from Member (or, if Member is not the manufacturer, the manufacturer of the Certified Device) that such modification does not impact the compliance of the device with the UPnP Standards. Member can then continue to enjoy all rights granted herein to the extent such declaration is accurate. This Section 5.2.3 shall not limit Member's obligations under Section 5.2.1 above or any rights of Forum under this Addendum. Receipt by Forum of a declaration pursuant to this Section 5.2.3 shall not be deemed acceptance by Forum of the substance of the notice and shall not limit Forum's rights under this Addendum, and shall not, without limitation, be deemed a waiver by Forum of Member's obligations under Section 5.2.1 above.

5.3 Certification Mark.

5.3.1 Compliance with Laws. Member agrees to comply with all applicable laws, codes and regulations in the use of the Certification Mark, including without limitation any and all export control, customs, consumer devices, unfair competition, trade regulation and advertising laws, rules and regulations.

5.3.2 Compliance With UPnP Logo Usage Guidelines. Member agrees to comply with the UPnP Logo Usage Guidelines. In the event Forum, in its sole discretion and at any time upon notice to Member, amends the UPnP Logo Usage Guidelines, Member agrees to comply with the UPnP Logo Usage Guidelines as so amended from and after the date Forum posts the amendments on the Forum website.

5.3.3 Assistance. Member agrees to provide all reasonable cooperation as Forum may request in connection with the registration, protection or prosecution of registrations for the Certification Mark. Such assistance shall include, without limitation, provision at the request of Forum of specimens accurately and fully demonstrating Member's use of the Certification Mark.

5.3.4 Usage Reports. Member agrees to provide Forum or its designated legal counsel with a Usage Report annually, or on a less frequent basis to the extent requested and announced by Forum.

5.3.5 No Transfer/Assignment. Member agrees that the rights granted to the Member in this Addendum are personal to the Member and may not be sublicensed, assigned or transferred in whole or in part by the Member without the prior written consent of the Forum except only to the extent expressly permitted in this Addendum.

5.4 Certain Other Obligations Of Member.

5.4.1 Review of Forum Documents. Member acknowledges reading and understanding the Articles of Incorporation and Forum Bylaws and this Addendum, including the Exhibits hereto and documents referenced herein.

5.4.2 Forum Documents and Rules. Member (a) agrees to comply with the Forum Articles of Incorporation and Forum Bylaws, this Addendum, including the Exhibits hereto and documents incorporated herein, and (b) agrees to comply with such other policies and rules as adopted by the Forum Steering Committee or any committee thereof, including all certification policies, all of which may be modified from time to time by Forum as set forth herein and as allowed by the Forum Bylaws.

5.4.3 Public Relations. Member agrees that any of the Forum members may make a press or other public announcement regarding its own activities as a Member of Forum, so long as it conforms with any confidentiality obligations set forth in this agreement. The Member shall not represent or make statements on behalf of the Forum without the express written approval of the Forum. In addition, Member agrees that Forum may release the names of any members as may be required by applicable law.

5.4.4 Enforceability. If, at any time during the Term of this Addendum, Member becomes aware of any provision of this Addendum that may not be enforceable according the representations and warranties set forth in Section 9, Member shall promptly notify Forum of all circumstances surrounding the issues regarding enforceability of such provision.

6. AUDITS

Forum may, in its sole discretion and at any time, conduct audits by means of testing or review of any Certified Device of Member. Forum may obtain the Certified Device upon request from the Member or by retail purchase. Forum may subject the device and associated material (“Audited Device”) to the original Test the device was certified with, or if the original Test had a significant bug, the debugged version of this Test, as well as to any other testing or review as Forum may reasonably consider is necessary in order to determine whether the terms and conditions, licenses, Usage Guidelines and other provisions of this Addendum have been fully complied with by Member or any sublicensee. Forum will use a third party tester for auditing of devices.

If the Audited Device passes the Forum-administered Test, the Member will retain its license to use the Certification Mark in connection with the Certified Device, and Forum will be solely responsible for any costs or expenses associated with the audit of the Audited Device under this Section 6. If the Audited Device does not pass the Forum-administered Test, Forum will provide Member with the failed test results, and the Member has sixty (60) days to dispute the failure. If, after 60 days, it has been determined by Forum that the device passes the Test, the Member need not reimburse the Forum for testing costs. However, if, after sixty (60) days, it has been determined by Forum that the device still fails, the Member must within an additional sixty (60) days of notice by Forum (1) reimburse Forum for any and all costs and expenses associated with the audit; (2) correct the Audited Device and re-test it against the applicable Test; and

(3) submit evidence of a passing result of the Audited Device (as corrected) when tested against the applicable Test. In the event the Audited Device still does not pass the applicable Test, (1) the Audited Device will be de-certified; (2) Forum may revoke the license rights granted Member under Section 3.2 of this Addendum with respect to the Audited Device in accordance with the UPnP Device Certification Process; and (3) Member will promptly cease and cause to be discontinued all uses of the Certification Mark in connection with the Audited Device.

Audit testing can occur on any device type. Audits will occur either as a result of a random selection or because Forum has probable cause to question the proper certification of a particular device (e.g., by way of consumer complaints as to the UPnP functionality of a certified device, modifications to the device subsequent to certification, in-field observations, etc.).

7. OWNERSHIP AND RIGHTS

7.1 Certification Mark Ownership.

7.1.1 Ownership. Forum owns and retains all right, title and interest in and to the Certification Mark, including, without limitation, all registrations, applications, common law rights and the goodwill associated with the Certification Mark. Except for the limited license to use the Certification Mark as expressly set forth in Section 3.2 of this Addendum, Member shall neither have nor acquire any right, title or interest in and to the Certification Mark. Any and all uses of the Certification Mark shall inure to the benefit of the Forum.

7.1.2 Protection of Ownership Rights. Member will not challenge the rights of Forum in and to the Certification Mark. Examples of such prohibited actions by Member include, but are not limited to, the use, registration or acquisition of any trademark, servicemark, domain name or trade name that the law determines threatens, conflicts with, dilutes or otherwise harms either the Forum's rights in and to the Certification Mark or the Certification Mark itself.

7.1.3 Assistance. Member agrees to provide such reasonable information, assistance and/or support as may be reasonably necessary to enable Forum to apply for, obtain and maintain registration of the Certification Mark in any and all jurisdictions worldwide as determined by the Forum in its sole discretion, and enforce any and all the rights, title and interests of Forum in and to the Certification Mark in any and all jurisdictions worldwide as determined by the Forum in its sole discretion.

7.1.4 Assignment. Member hereby assigns to Forum, and, if applicable, Forum Test Authors, all right, title and interest in and to (if any) the Certification Mark that Member may acquire by operation of law or otherwise.

7.2 Test Ownership And Rights.

7.2.1 Ownership. Member recognizes and agrees that (i) Forum, and, if applicable, Forum Test Authors, shall retain all right, title and interest in the Test and any Updates, and (ii) Member has no rights or interests in the Test or any Updates, other than the rights specifically granted to Member pursuant to this Addendum.

7.3 Input.

7.3.1 Contribution of Input. To the extent that Member provides any Input in conjunction with or related to the exercise of the rights granted to Member pursuant to this Addendum, all such Input is and shall be given entirely voluntarily. To the extent that the Input includes material subject to copyright, patent, trade secret or other proprietary rights protection, Member hereby grants to Forum a limited, non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid-up license, with the right to sublicense to third parties (including the right to sublicense to further third parties), to use such Input for any purpose connected with or related to the Test, any Updates, and/or the UPnP Device Certification Process, and for any other purpose arising out of or related to the testing software licensed to Member hereunder, development of UPnP Devices, and/or implementation of any Standardized DCPs (as defined in the UPnP Forum Membership Agreement).

7.3.2 Inclusion in Test. Forum provides no assurance that any alleged errors or discrepancies in the Test that are identified by Member in such Input will be corrected; provided, however, that to the extent that Member provides any such Input that is incorporated into the Test, such Input shall also be deemed to be included in the Test and therefore governed by this Addendum, and pursuant to Sections 3.1, all Members are entitled to a grant of rights in that Test as modified. For purposes of clarification, but without limitation, nothing in this Section 7.3 shall be construed to require Member to provide any Input.

7.4 Rights Reserved.

In no event shall any license granted to Member pursuant to this Addendum be construed as granting to Member, expressly or by implication, estoppel or otherwise, a license under any of Forum's or any of Forum Test Authors' rights under any patents, copyrights or other intellectual property, including, without limitation, Forum's and Forum Test Authors' rights in and to the Certification Mark, the Tests, any Updates and/or Input. All rights in and to the Certification Mark, the Tests, any Updates and any Input not expressly granted to Member in this Addendum are reserved to Forum and/or to Forum Test Authors.

7.5 Assistance.

Member agrees to execute and deliver such instruments and take such other actions as may be reasonably requested by Forum (and, if applicable, Forum Test Authors) from time to time to perfect or protect the rights of Forum and/or Forum Test Authors in the Tests and any Updates and Input and to carry out the assignments set forth in Section 7.1.4 and in Section 7.2.1 above.

7.6 No Encumbrances.

Member shall not take or allow to be taken a lien or other security interest, or otherwise encumber in any manner, any of Forum's or any Forum Test Authors' intellectual property, including, but not limited to, the Tests, the Certification Mark(s) and any rights, such as copyrights and registrations relating to such Tests and/or Certification Marks. Member shall promptly satisfy any liens placed or filed in breach of the foregoing, release any security interests taken in breach of the foregoing and otherwise satisfy and/or release any encumbrances related to

the foregoing. Forum may satisfy any such liens and/or encumbrances that are not promptly satisfied by Member, at Member's sole cost and expense. Member shall also promptly execute such documents and otherwise assist Forum in releasing and satisfying any and all such liens, interests and/or encumbrances. Member shall, promptly upon Forum's request, reimburse Forum for all of Forum's costs and expenses incurred under this Section.

8. CONFIDENTIALITY

8.1 Definition.

The term "**Confidential Information**," as used in this Addendum, means any type or class of information which the producing party in good faith considers to contain or constitute confidential, proprietary or commercially sensitive and that is designated as "Confidential Information" by the producing party, whether it be a document, device, data file or other information. Confidential Information of Member shall include, without limitation, device design information, engineering data, marketing information, Usage Reports (unless Member has indicated that the information contained in Usage Reports may be disclosed, in which event such information does not constitute Confidential Information under this Section 8), the data file of any Test results (other than an indication of "pass" or "fail") and any data submitted by Member in an escalation procedure pursuant to the UPnP Device Certification Process submitted to Forum by Member. Notwithstanding the foregoing, Confidential Information shall not include: (i) information which the receiving party can establish was lawfully in its possession prior to disclosure by the other party; (ii) information obtained by the receiving party from a source not under obligation of secrecy or confidentiality to the disclosing party; (iii) information discovered independently and without the use of documents or other information designated as "Confidential Information"; (iv) information that is made public other than by action of the receiving party.

8.2 Obligations.

Any party receiving Confidential Information from another party to this Addendum may not disclose such Confidential Information to any third party unless expressly permitted by provisions of this Addendum.

8.3 Exceptions to Confidentiality.

A party receiving Confidential Information may disclose such Confidential Information under the following circumstances:

8.3.1 to its legal, financial and any other professional consultants, provided that any person to whom Confidential Information is disclosed by the receiving Party shall be advised of confidentiality obligations set forth in this Section 8 and shall agree to be bound by its terms prior to such disclosure.

8.3.2 in response to a duly issued order of a court or other administrative or arbitral authority of competent jurisdiction (including, without limitation, a properly issued subpoena of a court of competent jurisdiction), provided that the receiving party provide at least forty-eight (48) hours notice to the producing party of such order prior to disclosure;

8.3.3 Forum may compile and maintain the following information: the name and version information of any and all Certified Devices, the name and contact information of any and all Members (including Affiliates), the dates of any and all successfully passed Tests (including applicable Test and testing facility) and the current status of the certification of any and all Member Devices. Forum may make the name and contact information of any and all Members (including Affiliates) publicly available. In addition, Forum may provide information (including, without limitation, Member contact information, information concerning test results, Member Device identity and version or release numbers) as Forum deems reasonably technically necessary to the author of a Test in connection with the Forum's notification to the author of a bug or other problem with the Test, provided that such information is subject to the confidentiality protections afforded Forum confidential information under the Test Author's License Agreement. If permission is granted by Member on a Device Registration Form for a Member Device, Forum may also make publicly available the name and version information of the referenced Member Device, the dates of any and all Tests successfully passed by the referenced Member Device (including applicable Test and testing facility) and the current status of the certification of the referenced Member Devices.

8.3.4 In the event that a party receives an order or other legal process that may compel or require the disclosure of Confidential Information, the confidentiality obligations of this Section 8 shall not apply in that context. The party receiving such order or legal process shall give written notice of same to the other party within ten (10) business days of receipt in the order.

9. REPRESENTATIONS & WARRANTIES

9.1 Continuous.

The representations, warranties and covenants in this Section 9 are continuous in nature and shall be deemed to have been given by Member upon execution of this Addendum and at each stage of performance hereunder.

9.2 Representations & Warranties.

The Member hereby represents and warrants as follows:

9.2.1 it is duly authorized and has the power and authority to execute and deliver this Addendum and the exhibits hereto and to obligate the Member and its Affiliates on whose behalf it is entering into this Addendum to perform its obligations hereunder.

9.2.2 it will procure such authorization to bind Affiliates to this Addendum prior to any such Affiliate seeking to utilize any such rights hereunder.

9.2.3 it is not presently under, nor will it enter into in the future, any agreement, commitment, understanding or other obligation, whether written or oral, which is inconsistent or in conflict with this Addendum.

9.2.4 it is not presently under, nor will it enter into in the future, any agreement, commitment, understanding or other obligation, whether written or oral, that, to the best of its

knowledge, would in any way or to any extent intentionally prevent, limit or otherwise impair its performance of any of its obligations hereunder or in connection herewith.

9.2.5 that in the performance of this Addendum, it shall comply with all applicable laws, regulations, rules, union rules, orders and other requirements of governmental authorities having jurisdiction over the parties, including without limitation all applicable laws pertaining to antitrust and unfair competition.

9.2.6 that, to the best of its knowledge, this Addendum is enforceable in the jurisdictions in which Member (and its applicable Affiliates) intends to operate under its provisions as this Addendum is written in English and according to its plain meaning under the governing law provision set forth in Section 14.4.

9.2.7 that based upon the actual knowledge of Member's employee(s) providing any Input to Forum, such Input (i) is owned by Member, or Member has sufficient rights therein to effectively license to Forum such rights therein as specified in Section 7.3.1; and (ii) will not infringe or violate any copyright, patent, trade secret, trademark or other proprietary or contract right of any third party.

10. INDEMNIFICATION

Member hereby agrees to defend (including pay the defense costs of), indemnify and hold harmless Forum and Forum Test Authors, subsidiaries, affiliates, joint ventures, third-party agents, permitted sublicensees (other than Member) and successors, and its and their directors, officers, employees and agents (collectively, "**Forum Claimants**") from any and all claims, disputes, demands and proceedings brought by a third party (excluding Member hereunder) ("**Indemnified Claims**"), and any and all resulting costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees, costs and expert witnesses' fees) ("**Losses**") arising out of, in connection with, or in any way related to (a) acts or omissions of the Member in connection with the Test; (b) acts or omissions of Member in connection with the Certification Mark or the Marketing Materials; (c) the design, manufacture, sale, provision, promotion, marketing, distribution, service and support of any device of Member; or (d) the manner in which Member, its officers, directors, employees, agents, representatives, distributors, dealers or resellers conduct their business(es). Forum shall use reasonable efforts to give Member prompt notice of any Indemnified Claim. Forum shall have the right to employ separate counsel and participate in the defense of any Indemnified Claim. Member shall pay Forum upon demand for any Losses incurred by the Forum Claimants at any time after the Effective Date based upon the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of an Indemnified Claim. Member agrees to perform all judgments or awards, including any settlement agreements of which Member has notice and opportunity to participate, prior to conclusion. Forum shall provide Member with non-confidential information, assistance and authority, at Member's expense and reasonable request, to help Member defend such claim or action. Member will not be responsible for any settlement made by the Forum Claimants without Member's written permission, which permission will not be unreasonably withheld or delayed. Member may not settle any claim or action on behalf of the Forum Claimants without first obtaining Forum's written permission, which permission will not be unreasonably withheld. In the event Forum and Member agree to settle a claim or action, Member shall not publicize the

settlement without first obtaining Forum's written permission, which may be granted or withheld in Forum's sole discretion.

11. DISCLAIMER OF WARRANTIES

11.1 Member Disclaimer of Warranties.

ALL INFORMATION, SERVICES, DATA AND DEVICES PROVIDED AS PART OF THE MEMBER'S RELATIONSHIP WITH FORUM ARE PROVIDED "AS IS" AND WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WITHOUT LIMITATION OF THE FOREGOING, MEMBER HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE WITHOUT LIMITATION ON THE FOREGOING, FORUM MAKES NO REPRESENTATION OR WARRANTY AS TO NON-INFRINGEMENT BY THE CERTIFICATION MARK(S) OF THIRD PARTY TRADEMARKS, AND FORUM UNDERTAKES NO OBLIGATION TO REGISTER THE CERTIFICATION MARK(S) IN ANY JURISDICTION.

11.2 FORUM Disclaimer of Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FORUM AND THE FORUM TEST AUTHORS PROVIDE THE TESTS, ANY UPDATES AND THE CERTIFICATION MARK "AS IS" AND "WITH ALL FAULTS," AND HEREBY DISCLAIM WITH RESPECT TO THE TESTS, ANY UPDATES, THE CERTIFICATION MARK AND THE PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS ADDENDUM ALL WARRANTIES, DUTIES AND CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, NON-INFRINGEMENT OR VIOLATION OF ANY PARTY RIGHTS, OR ANY WARRANTY OTHERWISE ARISING IN ANY WAY OUT OF THESE TERMS NOR IS ANY REPRESENTATION OR WARRANTY MADE WITH RESPECT TO THE GOODWILL ASSOCIATED AT ANY TIME WITH THE CERTIFICATION MARK. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE OF, THE TEST AND ANY UPDATES REMAINS WITH MEMBER.

12. LIMITATIONS OF LIABILITY

12.1 Limitations of Liability.

IN NO EVENT WILL FORUM, OR ITS OFFICERS, DIRECTORS (INCLUDING UPnP FORUM STEERING COMMITTEE MEMBERS), EMPLOYEES, AGENTS, REPRESENTATIVES OR SUPPLIERS, BE LIABLE TO MEMBER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE, AND ATTORNEYS FEES AND COSTS RELATING TO ANY OF THE FOREGOING, WHETHER ARISING UNDER IN

CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE, AND ARISING OUT OF OR IN CONNECTION WITH OR IN RELATION TO THIS ADDENDUM (INCLUDING, BUT NOT LIMITED TO, THE UPNP STANDARDS, UPNP DEVICE CERTIFICATION PROCESS AND THE ESTABLISHMENT, INTERPRETATION AND ADMINISTRATION THEREOF, THE USE OF OR INABILITY TO USE THE TESTS, ANY MODIFICATIONS, CHANGES OR DECISIONS RELATING TO THE TESTS, ANY UPDATES, THE PROVISION OF OR FAILURE TO PROVIDE UPDATES, THE CERTIFICATION MARK, ANY ACTS OR OMISSIONS OF FORUM OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES WITH RESPECT THERETO), EVEN IF FORUM, A FORUM CLAIMANT OR ANY FORUM SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY, WITHOUT LIMITATION, WHETHER OR NOT RELATED TO ANY LOSS OF USE, LOSS OF DATA, LOST OPPORTUNITIES, LOST PROFITS, THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY OR LOSS OF PRIVACY.

12.2 Additional Limits.

In no event shall Forum's aggregate liability under this Addendum to Member, any Affiliates or any other third person(s), exceed the amount of fees actually paid by Member to Forum under this Addendum.

12.3 Assumption of Risks and Other Limitations.

12.3.1 Assumptions of Risks. Member assumes all risks, and resulting liabilities and obligations, arising out of or resulting from its use of or access to the UPnP Device Certification Process, UPnP Standards, the Certification Mark and any other materials (including, without limitation, Updates and data) provided by Forum and/or a Test Author.

12.3.2 No Duty to Defend. Without limitation on the foregoing, Forum, its officers, directors, employees, agents, representatives and suppliers, the UPnP Forum Steering Committee (and the members of the UPnP Forum Steering Committee in their capacity as such), shall be under no obligations to defend Member or any of its Affiliates against any claims, disputes or proceedings asserted by any third party or before any governmental agency or authority, alleging misappropriation or infringement of proprietary rights, intellectual property rights or violation of any laws or regulations arising out of or resulting from Member's use of the Certification Mark, UPnP Standards, UPnP Device Certification Process or Marketing Materials.

12.4 Basis of the Bargain.

The parties acknowledge that Forum entered into this Addendum in reliance upon its warranty disclaimers and the limitations of liability set forth in this Addendum, and that such disclaimers and limitations are an essential basis of the bargain between the parties.

13. TERM AND TERMINATION

13.1 Term.

13.1.1 Duration of Term. Unless earlier terminated in accordance with its terms, this Addendum shall be effective as of the later of the date on which this Addendum is fully executed and the date of Forum's receipt of Member's annual Implementer membership fee pursuant to Section 2.3.2 (the "**Effective Date**"), and shall continue for a period of one (1) year thereafter (the "**Initial Term**").

13.1.2 Automatic Renewal. Unless earlier terminated in accordance with this Section 13 and subject to Forum's timely receipt of Member's annual membership fee pursuant to Section 2.3.2, this Addendum will be automatically renewed at the expiration of the Initial Term and/or the then-current Renewal Term, as applicable, for successive terms of one (1) year each (each a "**Renewal Term**," and collectively the "**Renewal Terms**," and together with the Initial Term, the "**Term**") unless either party gives the other party written notice of election not to renew this Addendum at least thirty (30) days prior to the expiration of the then-current term, in which event this Addendum shall terminate at the expiration of the then-current term.

13.2 Termination by Forum.

13.2.1 Forum Bylaws. Forum may terminate this Addendum for cause as provided in the Forum Bylaws.

13.2.2 For Failure To Pay Implementer Annual Dues. If the Member allows its Implementer membership to lapse by failing to pay the then current Implementer annual dues or if it voluntarily terminates or withdraws its Forum membership, then this Addendum shall terminate, and then all rights granted to Member under this shall terminate in accordance with Section 13.4 and 13.5. However, if such termination is caused solely by Member's failure to pay Implementer annual dues, Member may cure such failure within thirty (30) days of the date on which such annual dues were due and Forum will treat such payment as if it were timely made so that Member's Forum membership and Member's rights under this Addendum shall not terminate.

13.2.3 Limited Termination Option. Upon the occurrence of any event giving rise to a right to Forum to terminate this Addendum (including, without limitation, the provision of notice by Forum under Section 13.3.2), Forum may, in its sole discretion and in accordance with the provisions for termination set forth in this Section 13, terminate either the entire Addendum or only the license to the Certification Mark under Section 3.2 or the Test License under Section 3.1, and, if the latter two, the termination shall be fully effective as of the date of such termination as to any and all licenses granted in this Addendum to Member in connection with the Certification Mark and/or test license. All other applicable provisions of this Addendum shall remain in full force and effect.

13.2.4 Other Termination Rights. Forum shall have the right to terminate this Addendum, upon delivery of at least ten (10) days written notice to Member, in the event of any of the following events:

13.2.4.1 any insolvency, inability of the Member to meet its debts and obligations to creditors when due and payable, or the lack of any agreement or arrangement by Member with creditors for the payment of its debts and obligations. With respect to Section 365(n) of the US Bankruptcy Code and the rights and licenses under this Addendum, Member agrees that this Addendum and the rights and licenses described hereunder (to the extent they are within the scope of Section 365(n)), shall terminate and Member waives any rights it may have with respect to any election or right to continue any such rights and licenses under this Addendum;

13.2.4.2 the commencement of any proceedings to appoint any trustee or receiver over the assets or business of Member;

13.2.4.3 the commencement of any proceeding to place a lien upon any or all of the assets of the Member, or the placement of any lien upon any or all of such assets, where such lien is not removed within ten calendar days after the placement thereof;

13.2.4.4 any indefinite discontinuation of business or use of the Certification Mark by Member, or any cessation of business or liquidation or dissolution of the Member;

13.2.4.5 Forum determines that use of the Certification Mark, continuation of the UPnP Device Certification Process, in accordance with the terms of this Addendum, may violate any applicable laws or regulation and subject Member or Forum to any third party claims, legal proceedings or liability.

13.3 Termination By Either Party.

13.3.1 Termination for Breach. Either party may suspend performance and/or terminate this Addendum immediately upon written notice at any time if the other party is in material breach of any representation, warranty, term, condition or covenant set forth in this Addendum and fails to cure that breach within thirty (30) days after written notice thereof. Any notice of default hereunder shall be prominently labeled "NOTICE OF DEFAULT," specifying the breach or default and specifying intent to terminate this Addendum if such breach or default has not been cured by the expiration or termination of said thirty (30) days or further specified period. If such default or breach is cured within such thirty (30) days or further specified period, such notice shall expire and have no further force or effect, and this Addendum shall continue in full force and effect and continue to be binding. If such default or breach is not cured within such thirty (30) days or further specified period contained in the notice, this Addendum shall expire and terminate at the end of such thirty days or further specified period. The rights and remedies provided in this section shall not be exclusive.

13.3.2 Termination with Notice. Notwithstanding the foregoing, or anything in this Addendum to the contrary, Forum or Member may terminate the rights and licenses granted pursuant to this Addendum without cause upon not less than thirty (30) days prior written notice to the other party to this Addendum.

13.4 Effect On Affiliate.

13.4.1 Affiliate as Member. If a Member's Implementer membership terminates but an Affiliate of the Member holds its own direct Implementer membership in Forum, the Affiliate's Implementer membership rights are not affected.

13.4.2 Affiliate Application for Membership. If a Member's Implementer membership terminates and an Affiliate of Member does not hold separate and direct Implementer membership in the Forum, all the rights under this Addendum of any such Affiliate shall terminate simultaneously with the Member's, unless the Affiliate executes this Addendum within thirty (30) days of the last day of the Member's Implementer membership in the Forum, in which event, if the Affiliate is accepted into Implementer membership in the Forum, the rights of that Affiliate under its direct Implementer membership in the Forum shall be deemed to be retroactive to the date of the Member's membership termination date.

13.5 Events Upon Termination.

13.5.1 Member's License Obligations. Termination shall not affect the Member's obligations, if any, to offer appropriate licenses in and to the Test to the Forum and/or its Members under applicable Forum procedures.

13.5.2 Return of Materials. Upon termination or expiration of this Addendum as provided in this Section 13, Member shall return to Forum or destroy within ten (10) days following the effective date of such termination or expiration all drawings, blueprints, notes, memoranda, specifications, designs, devices, documents and any other materials in Member's possession or under Member's control pertaining to the Test and any Updates, as well as all copies of the Test and any Updates. Member shall take all necessary steps to ensure that Member, its employees and its independent contractors do not retain electronic copies of such materials. Member shall provide a declaration signed by an officer of Member attesting that all copies of such materials (including portions or derivative works thereof) have been returned to Forum and/or destroyed.

13.5.3 Discontinuation Of Use Of Certification Mark. Upon any expiration or termination of this Addendum and the rights granted hereunder to Member, Member shall, at its cost and expense, promptly cease all use of the Certification Mark and remove the Certification Mark from all devices and materials, including, but not limited, to Certified Devices and Marketing Materials and confirm to Forum that all use of the Certification Mark has ceased. The time frame allowed for removal or cessation of the use of this mark will be determined by the Forum at that time.

13.5.4 Member's Rights As Affiliate. If Forum has terminated this Addendum under any provision of this Section 13 other than Section 13.1 or Section 13.2.2, any rights Member has or ever shall have as an Affiliate of another Forum member shall terminate as of the date of the termination of this Addendum by Forum.

13.5.5 Membership Dues. In no event shall Member be entitled to a refund of any membership dues paid under this Addendum.

13.6 Survival.

Without limiting the foregoing, the following Sections shall survive any termination or expiration of this Addendum: Sections 2.4.5, 6, 7, 8, 10, 11, 12, 13.4, 13.5, 13.6, 14 and 15.

14. DISPUTE RESOLUTION & OTHER PROCEEDINGS

14.1 Alternate Dispute Resolution Between The Parties.

Any and all disputes, differences, claims or controversies, arising out of or relating to this Addendum or the subject matter hereof shall be finally settled, exclusively, by the following process:

14.1.1 Method of Resolution. The parties shall attempt to resolve any and all disputes amicably and in good faith without resort to formal process (as described below) by discussions escalating within their respective management organizations. In the event the same has not been resolved between the parties' management amicably within thirty (30) days, any party shall have the right to demand the same be resolved by mediation under the International Chamber of Commerce alternative dispute resolution rules, i.e., the ICC ADR Rules. Any such mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. If neither party demands mediation, or if mediation fails to resolve the dispute within thirty (30) days of its commencement, any and all disputes shall be resolved by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by an impartial neutral arbitrator acceptable to the parties to such Claim. Such party shall in such notice and demand specify the nature and scope of the dispute. If the parties are unable to agree on an arbitrator within thirty days after delivery and receipt of notice and demand for arbitration, a neutral and impartial arbitrator shall be selected and appointed by the International Chamber of Commerce in accordance with its rules. All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrators may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests. The proceedings shall be in English, and either party may require that a transcript be kept of the proceedings. Arbitration proceedings shall be conducted at a location mutually agreeable to the parties, and if the parties fail to agree within thirty days after the giving and receipt of notice and demand for arbitration, the International Chamber of Commerce shall determine the city. The parties agree to make every reasonable effort to: expedite and conclude such proceedings as quickly as is reasonably possible, conduct discovery and limit the taking of testimony and presentation of evidence in such manner as to control the costs and expenses of such proceedings.

14.1.2 Award. The arbitrator may not award any indirect, incidental, consequential, special punitive or exemplary damages against Forum. Pending the final decision of the arbitrator, any party may seek and obtain interim relief to preserve the status quo and prevent irreparable damage, injury and losses, including injunctive relief. The arbitrator may award attorneys' fees and costs to the prevailing party. The decision and awards of the arbitrator shall be binding upon the parties and enforceable by any court having proper jurisdiction.

14.2 Other Disputes or Proceedings.

14.2.1 Notice of Claims. In the event of any claims, disputes or proceedings between Member and any third parties or any governmental authority relating to the Test, Certification Mark or Marketing Materials, Member agrees to promptly notify Forum, and thereafter keep Forum informed of the status of such claims, disputes or proceedings on a timely basis. Member agrees upon request of Forum, to provide Forum with such information as Member may have regarding such claim, dispute or proceeding.

14.2.2 Control. Forum shall have absolute determination and control in its discretion over any and all Claims and over any other litigation, claims or proceedings brought or which are not brought by Forum against third parties, or brought by third parties against Forum, which pertain to or affect the Certification Mark, UPnP Device Certification Process: or rules on Marketing Materials.

14.2.3 Rights of Action, Etc. Any and all rights of action, and proceeds, awards and recoveries (including interest and penalties) obtained against third parties arising out of or resulting from any claims or proceedings, against third parties with respect to the unauthorized use, or manner of use, of the Certification Mark, or any default or breach with respect to the Certification Mark, UPnP Device Certification Process, shall in their entirety belong to and be the property of Forum; Member shall have no rights or interest therein and in furtherance thereof assigns and transfers to Forum any and all right, title or interest which Member may have at any time therein.

14.3 Injunction; Equitable Relief.

Member acknowledges that the threatened or actual breach by Member of the terms set forth in this Addendum may result in immediate and irreparable harm to Forum and/or Forum Test Authors for which there is no adequate remedy at law, and in such event, notwithstanding Section 14.1 above, Forum and/or Forum Test Authors shall be entitled to injunctive relief to prohibit such unauthorized use of the Certification Mark, a Test and/or any Input, without the necessity of posting bond or other security, and to such other equitable relief as may be deemed proper by a court of competent jurisdiction. Such relief shall be in addition to any other relief to which Forum and/or Forum Test Authors may be entitled at law, in equity; or pursuant to this Addendum. The parties to this Addendum agree that any injunctive relief afforded by a court of competent jurisdiction shall be binding worldwide on the parties to this Addendum and specifically enforceable worldwide by a party to this Addendum against the other party to this Addendum (including, without limitation, the Affiliate of Member to this Addendum).

14.4 Foreign Law.

If it is determined by a court or other governmental body of competent jurisdiction that one or more provisions of this Addendum are unenforceable according to their plain meaning in the English language and under the governing law set forth in Section 14.4, Forum retains the right to declare this Addendum null and void from the date at which such a determination would become effective as applied to the interpretation of this Addendum and, upon such a declaration,

this Addendum shall be deemed either (i) terminated if such date is after the Effective Date, or (ii) null and void *ab initio* if such date is on the Effective Date.

15. MISCELLANEOUS

15.1 Independent Contractors.

Member and Forum are independent contractors. Member is not authorized to and shall not engage in any conduct or make any representation that Member is acting on behalf of Forum with respect to the Certification Mark, Certified Device or any other device or service, UPnP Device Certification Process and UPnP Standards. Each party in performance of the obligations set forth in this Addendum is acting as an independent contractor to the other party and has no authority to act on behalf of the other party except as expressly provided in this Addendum. Member shall not engage in any acts or use of the Certification Mark or Marketing Materials which may result in liability or obligations on the part of Forum with respect to any devices related to Member. No partnership, joint venture, employment, agency or other form of agreement or relationship is intended.

15.2 No Waiver.

No waiver of any breach of any provision of this Addendum will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

15.3 Modification of Addendum.

Forum may modify or amend membership rights and obligations in accordance with the Forum Bylaws. Each Member shall be deemed to have accepted such modification or amendment by continuing to utilize the benefits of Forum membership, including, but not limited to, accessing the Member-only portions of the Forum website and making use of any license of intellectual property granted in connection with Forum membership. Except as expressly provided in this Section 15.3 or other provisions of this Addendum (in particular, regarding amendment of documents incorporated herein by reference), this Addendum shall not be modified except by a written agreement dated subsequent to the Effective Date and Signed on behalf of Forum and Member by their respective duly authorized representatives.

15.4 No Rule of Strict Construction.

This Addendum will be interpreted fairly as drafted and without any strict construction in favor of or against either party.

15.5 Conflicts.

If there is a conflict between the terms of this Addendum and the terms of any Exhibit or document referenced herein, the following order of governance shall apply: (1) UPnP Forum Membership Agreement, (2) Forum Articles of Incorporation and the Forum Bylaws; (3) Sections 1 through 15 of this Addendum; (4) the UPnP Device Certification Process; (5) the

UPnP Logo Usage Guidelines; and (6) any other document or Exhibit incorporated by reference in this Addendum.

15.6 Compliance with Laws.

Notwithstanding anything contained in this Addendum to the contrary, the obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the particularly affected parties and/or the particularly affected subject matter, and to orders, regulations, directions or requests of any such government.

15.7 U.S. Government Restricted Rights.

All software devices provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 are provided with the commercial rights and restrictions described elsewhere herein. All software devices provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 are provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable and as amended.

15.8 Export Restrictions.

Member acknowledges that the Test and any Updates are of U.S. origin. Member agrees to comply with all applicable international and national laws that apply to the Test and/or Updates, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by the government of the United States and/or other sovereigns.

15.9 Taxes.

Member shall be responsible for any foreign, U.S. federal, state, local, municipal or other governmental taxes, duties, levies, fees, excises; or tariffs (collectively, “**Taxes**”), arising as a result of or in connection with the transactions contemplated under this Addendum, excluding Taxes applicable to Forum’s net income. Member shall indemnify, defend and hold harmless Forum from any Taxes or claims, causes of action, costs (including, without limitation, reasonable attorneys’ fees) and any other liabilities of any nature whatsoever related to any such Taxes.

15.10 Assignment.

15.10.1 No Assignment By Member. The rights and obligations of Member under this Addendum are personal and, except as expressly provided in this Addendum, shall not be assigned, sublicensed or otherwise transferred in whole or in part without the prior written consent of Forum, which may be granted or withheld in Forum’s sole discretion. Any attempted assignment, sublicense or transfer in contravention of this Addendum shall be null and void and of no force and effect. Except as expressly permitted pursuant to this Addendum, Member shall not permit any third party (including without limitation consultants and independent contractors) to exercise any rights under this Addendum.

15.10.2 Effect of Divestiture, Merger or Acquisition. In the event that an Affiliate ceases to be an Affiliate of a Member, such as by divestiture, then such former Affiliate, in order to retain any rights of membership in Forum, shall be required to sign up as a Forum member and thereafter execute this Addendum. In the event a Member is acquired or merged into another, non-Affiliated company (“**New Company**”), then New Company shall be entitled to continue as an Implementer Member, provided New Company assumes all the rights and obligations of such Implementer Member under this Addendum and any related agreements that such Implementer Member had executed with respect to Forum.

15.10.3 Assignment by Forum. Forum may assign or transfer any or all of its rights and obligations under this Addendum, at any time, upon delivery of written notice to the Member. Forum may assign or transfer any or all of its right, title or interest in the Test, the Certification Mark and the UPnP Device Certification Process at any time, in whole or in part, without the prior written consent or any notice to the Member. Any such transfer of rights or obligations may, in Forum’s sole discretion, be effected by novation, such that thereafter the parties to this Addendum will be such assignee (as “Forum”) and Member. If Forum so requests, Member shall execute any and all documentation necessary to effect such novation.

15.10.4 Successors. Except as otherwise provided herein, this Addendum shall be binding upon and inure to the benefit of each party’s respective successors and lawful assigns.

15.11 Severability.

Should a court of competent jurisdiction find any provision of this Addendum, or portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Addendum will continue in full force and effect.

15.12 Expenses.

Each party will be responsible for covering its respective costs in performing its duties under this Addendum, except to the extent expressly set forth in this Addendum.

15.13 Captions.

All captions in this Addendum are intended solely for the convenience of the parties, and none shall affect the meaning or construction of any provision.

15.14 Third Party Beneficiary.

Member acknowledges and agrees that Forum Test Authors are each third party beneficiaries of this Addendum, with the right to enforce such suppliers’ rights in the Test and Updates, if any, directly against Member.

15.15 No Franchise.

Member acknowledges that Forum, by entering into this Addendum, is not selling or granting to Member (or any applicable Affiliate) a franchise pursuant to any federal or state laws, codes or regulations.

15.16 Notices.

Any and all notices provided for in this Addendum, or given pursuant to this Addendum, shall be deemed duly given, if in writing and given as follows: (a) by delivery in hand, (b) sent by registered first class airmail, postage prepaid, (c) sent by overnight international courier against a signed receipt for delivery on the following business day, all charges for delivery prepaid, to the addressee. Notice may be sent by telecopier or telefax, rapidfax or other electronic transmission such as email if a copy of such notice is also deposited into the mail on the same date to the addressee, and a receipt of the transmission and receipt of the fax or digital transmission is obtained and retained by the person giving notice. Each of the parties hereby designates the following addresses for purposes of giving of such notices:

If to Forum:	UPnP Forum Attention: Executive Director c/o VTM, Inc. 3855 SW 153rd Drive Beaverton, OR 97006 (503) 619-5223 Phone (503) 644-6708 Fax upnpadmin@forum.upnp.org
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If to Member:	To the representative and address set forth in the Registration Form.
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The foregoing address(es) may be changed by a party upon written notice given to the other party, in the same manner as provided above.

15.17 Complete Agreement.

Except as otherwise expressly set forth herein, this Addendum, the underlying Agreement, the Bylaws, and their Exhibits shall cumulatively constitute the entire agreement of the parties, superseding all prior agreements and understandings as to the subject matter herein. Notwithstanding any course of dealings of the parties at any time, no other document shall be construed to modify any of the terms of this Addendum, unless the document is (i) signed by Forum and Member, and (ii) expressly refers to all provisions of this Addendum that the parties intend to modify by such document. This Addendum may be executed in two or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this document on the dates indicated below.

MEMBER: _____

By (signature): _____

Name (print): _____

Title: _____

Date: _____

Forum: UPnP Forum, an Oregon nonprofit, mutual
benefit corporation

By (signature): _____

Name (print): _____

Title: _____

Date: _____

EXHIBIT A

UPNP FORUM IMPLEMENTER MEMBERSHIP APPLICATION FORM

Download this agreement from:

www.upnp.org

EXHIBIT B

UPNP CERTIFICATION MARKS

LOGO MARK:



WORD MARK

UPNP®

EXHIBIT C
UPNP FORUM MEMBERSHIP AGREEMENT

Download this agreement from:

www.upnp.org