

UPnP™ FORUM
MEMBERSHIP AGREEMENT

This UPnP Forum Membership Agreement (the “Membership Agreement”) governs an entity’s or individual’s membership and participation in the UPnP Forum. By signing this Membership Agreement, the entity or individual identified below becomes a Member of the UPnP Forum and agrees to be bound by all terms and conditions set forth in this Membership Agreement and its attachment.

Whereas the Members acknowledge the common shared benefits of standards for describing devices in a networked environment;

Whereas the UPnP Forum seeks to develop standards for describing device protocols and XML-based device schemas for the purpose of enabling device-to-device interoperability in a scalable networked environment;

Whereas the UPnP Forum seeks to encourage rapid and broad industry-deployment of compliant products implementing these standards;

Whereas the UPnP Forum seeks to solicit the participation and comments of all interested parties on a fair, equitable and open basis;

Whereas the UPnP Forum seeks to ensure that its standardization processes include the proper balance between the rights of its Members to implement these standards and the desire of its Members to also retain rights in their own intellectual property;

Whereas the UPnP Forum seeks to encourage Members to innovate across all industries using these standards as a baseline; and

Whereas the Members seek to cooperate in good faith to support the UPnP Initiative and to not take any action that will adversely affect or impact the purposes and objectives of the UPnP Forum.

1. Defined Terms.

As used in this Membership Agreement and its attachment, the following terms have the following meanings:

“Actual Personal Knowledge” means a Member’s Participant(s)’s firsthand knowledge. “Actual Personal Knowledge” does not include the following: knowledge of the Member entity imputed to such Participant(s); or residuals resulting from such Participant(s)’s access or work with the confidential or proprietary information of third parties unless an agreement between the Member entity and any such third party protecting such confidential or propriety information includes an agreement, express or implied, that the parties are free to use such residuals for any purpose. The term “residuals” means information in non-tangible form, which may be retained by persons who have had access to the confidential or propriety information of others, including ideas, concepts, know-how or technique contained therein. Further, nothing in the definition of “Actual Personal Knowledge” shall require a Member or its Participant(s) to conduct a patent search or to conduct any inquiry beyond that expressly required in this Membership Agreement. “Actual Personal Knowledge” shall also not include any other information not within the firsthand knowledge of such Member’s Participant(s).

“Approved DCP Framework” means the Initial DCP Framework, and any Proposed DCP Framework that is approved pursuant to 2.1(c)(v) of this Membership Agreement for use by Working Committees in development of compatible Proposed DCPs.

“Comment and Disclosure Period” means the time period, established by the Steering Committee prior to the publication of a Proposed DCP or Proposed DCP Framework as set forth in Section 2.1.

“DCP” means device control protocol, including those portions of any Approved DCP Framework that are utilized by the device control protocol, which protocol enables interaction between a device associated with one Device Class and devices associated with the same or different Device Classes in a networked environment.

“Device Class” means a given set of related devices (e.g. imaging devices) for which a Working Committee will establish Proposed DCPs.

“Extended DCP” means Standardized DCPs that have been extended by a given Member such that additional features or functionality are added to the Standardized DCPs, but in a manner that the Standardized DCPs are not in any way changed or their features or functionality adversely affected in any way.

“Formation Date” shall have the meaning established in Section 2.1(a) of this Membership Agreement.

“Initial DCP Framework” shall be those UPnP rules and declarations for using XML and HTTP in DCPs to be utilized by the Working Committees to develop their respective Proposed DCPs, initially supplied upon the formation of the Forum. The Initial DCP Framework is also referred to as DCP Framework 1.0.

“IPR Policy” means the policy set forth in Section 3 of this Membership Agreement. In general, the IPR Policy sets forth additional obligations of Members with respect to Member Input and additional terms and conditions pursuant to which Members may implement Standardized DCPs into UPnP Compliant Devices.

“Member” means the legal entity, association or individual, on behalf of itself, himself or herself, executing this Membership Agreement and, in the case of a legal entity, any and all “Affiliates” of that legal entity. For purposes of the foregoing, an “Affiliate” is 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. Only one legal entity incorporating its Affiliates and/or the individual employees of such entity and its Affiliates may be a Member at any one time. Member shall not, however, mean “member” as that term would apply by statute to nonprofit corporations.

“Member Input” means any ideas, suggestions, comments, recommendations, feedback, edits, computer code, Reference Implementations or other contributions made by a Member for consideration for inclusion as a part of a Standardized DCP or Approved DCP Framework to a Working Committee, the Steering Committee, or any sub-committee of the aforementioned committees as part of the standardization processes set forth in this Membership Agreement whether of a technical, marketing, business, or other nature where such input is made by the same Member in writing. Oral contributions made by a Participant on behalf of a Member, during the course of an aforementioned committee meeting, shall be considered Member Input only if such oral contributions are subsequently submitted or confirmed in writing by that Member.

“Necessary IP” means any patent claims owned or controlled by a party, other than design patents or design registrations, that are necessarily infringed by implementing those portions of the Standardized DCPs within the bounds of the Scope in a UPnP Compliant Device, wherein a patent claim is necessarily infringed only when it is not possible to avoid infringing it because there is no technically reasonable non-infringing alternative for implementing such portions of the

Standardized DCPs within the bounds of the Scope. Notwithstanding the foregoing sentence, Necessary IP does not include any patent claims owned or controlled by a party that (i) read solely on a implementation example included in the Standardized DCPs; (ii) that read solely on any implementations of any portion of the Standardized DCPs that are not within the bounds of the Scope; or (iii) that, if licensed, would require a payment of royalties by such party to unaffiliated third parties.

Solely for the purpose of disclosure under Section 3.8, “Necessary IP” shall include Proposed DCP Frameworks.

“Participant” means a representative of a Member who posts a message to the email reflector or attends a conference call or face-to-face meeting of the committee developing a Proposed DCP or Proposed DCP Framework, or who otherwise provides comments on a Proposed DCP or Proposed DCP Framework.

“Proposed DCPs” means the specification defining the set of DCPs for a particular Device Class created by a Working Committee for submission to the Steering Committee for adoption as Standardized DCPs.

“Proposed DCP Framework” means the UPnP rules and declarations for using XML and HTTP in Proposed DCPs proposed by the Steering Committee for consideration as an Approved DCP Framework.

“RAND terms” mean the commercially reasonable and non-discriminatory terms and conditions upon which an intellectual property license is granted; these terms may include a reasonable royalty or reasonable fee.

“RAND-Z terms” mean the commercially reasonable and non-discriminatory terms and conditions upon which an intellectual property license is granted; these terms must not include a royalty or other fee.

“Reference Implementation” means an implementation of a Proposed DCP and developed as part of the Working Committee process as set forth in Section 2.2.

“Scope” means any XML device descriptions, XML device feature descriptions, and the wire protocols for interacting with devices of the Device Classes specified according to an Approved DCP Framework and required for compliance with the Standardized DCPs and that are disclosed with particularity in any Standardized DCPs for the sole purpose of enabling devices to inter-operate, interconnect or communicate. Notwithstanding the foregoing, the Scope shall not include (a) any enabling technologies that may be necessary to make or use any UPnP Compliant Device or portion thereof that complies with an applicable Standardized DCPs, but are not themselves expressly set forth in the applicable Standardized DCPs (e.g., basic computer or network technology, semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, encoding or decoding technology, encryption or decryption technology, etc.); or (b) the implementation of other specifications developed elsewhere but referred to or incorporated in the body of the applicable Standardized DCPs; or (c) any portions of any UPnP Compliant Device and any combinations thereof the purpose or function of which is not required for compliance with the applicable Standardized DCPs.

Solely for the purpose of disclosure under Section 3.8, “Scope” shall include Proposed DCP Frameworks.

“Secretary” means the Secretary of the UPnP Forum who is the individual holding the office of Secretary of the Steering Committee. Should the Steering Committee vote to create a nonprofit

corporation for the purpose of administering the rights and obligations under this Agreement, then Secretary shall mean the individual holding the office of Secretary in that nonprofit corporation.

“Standardized DCPs” means the Proposed DCPs that have been approved by the Steering Committee as set forth in Section 2.1(c)(ii).

“Steering Committee” means the committee of Members established pursuant to Section 2.1 to oversee the governance and operation of the UPnP Forum and to create and vote on the adoption of Proposed DCPs as Standardized DCPs and Proposed DCP Frameworks as Approved DCP Frameworks, all as set forth in this Membership Agreement. Should the Steering Committee vote to create a nonprofit corporation for the purpose of administering the rights and obligations under this Agreement, then the rights and obligations of the Steering Committee shall be vested in the board of directors (or equivalent) of that nonprofit corporation.

“UPnP Compliant Device” means a

- (i) network node that includes an implementation of the mandatory aspects of at least one Standardized DCP, or
- (ii) network node that controls, utilizing the applicable Approved DCP Framework, a network node implementing all of the mandatory aspects of a Standardized DCP, for purposes of realizing the functionality respectively of a server or a client of the implemented Standardized DCP.

“Working Committee” means a committee of Members established by the Steering Committee as set forth in Section 2.1(c)(i) of this Membership Agreement to work on the creation of Proposed DCPs for a given Device Class.

2. UPnP Forum Governance and Operation.

2.1 **Steering Committee.**

(a) Initial Steering Committee Formation and Special Responsibilities.

On the date when seven (7) Members have agreed to become initial Steering Committee representatives (the “Formation Date”), the Steering Committee will be deemed established. Once formed, the Steering Committee shall establish terms for its initial representatives, such that approximately one-half have terms that expire on the first anniversary of the Formation Date and such that the others have terms that expire on the second anniversary of the Formation Date. The initial representatives of the Steering Committee shall also be responsible for preparing a written UPnP Forum commitment pursuant to the guidelines set forth in Section 2.1(b) prior to the first anniversary of the Formation Date to be executed by all Members who serve on the Steering Committee, irrespective of whether such Member has accepted an invitation under this subsection (a) or whether by election under subsection (b). Each Member who accepts an invitation to participate on the initial Steering Committee, or who is subsequently elected to the Steering Committee, shall name a single individual to vote as its representative on the Steering Committee, although more than one individual of a Member entity may participate on the Steering Committee. A Member may designate a substitute representative to carry out the responsibilities of the Member under this section 2.1. Within two (2) months from the Formation Date, the initial Steering Committee will define officers of the Steering Committee and the corresponding responsibilities of such officers to enable the Steering Committee to carry out all of its duties as set forth in Section 2.1 (c). The Steering Committee will concurrently select Members of

the Steering Committee to provide a single representative to serve in the role of one or more officers.

(b) Composition and Voting.

Other than the initial Steering Committee representatives who shall serve for their respective terms as established pursuant to Section 2.1(a) of this Membership Agreement, the Steering Committee representatives shall be Members elected by majority vote of all of the then current Members casting ballots who are authorized by Section 2.3(e) of this Membership Agreement to cast ballots; provided, however, that in no event shall the Steering Committee ever exceed twenty (20) representatives. Steering Committee elections for open positions shall be held on or about the anniversary dates of the Formation Date, and such positions shall have terms of two (2) years. Other than as provided herein, the process and timing of conducting elections for Steering Committee representatives shall be in the discretion of the Steering Committee. Steering Committee representatives must be Members and must execute a written UPnP commitment form, created by the initial Steering Committee as set forth in Section 2.1(a) and pursuant to the following guidelines, whereby such Members: (i) commit in writing to the general development and commercialization of UPnP Compliant Devices, the degree and timing of such development and commercialization shall be left to the discretion of the individual Member, (ii) agree to participate in at least one Working Committee, and (iii) agree to actively promote and publicly endorse the UPnP Forum and its standardization objectives. These commitments and agreements on the part of Steering Committee representatives are material to the mission of the UPnP Forum, and failure to comply with them is a basis for removal of a Member from the Steering Committee. Each Member, who is elected to provide a representative on the Steering Committee, shall name a single individual to vote as its representative on the Steering Committee at any one time, although more than one individual of a Member entity may participate on the Steering Committee.

(c) General Duties and Responsibilities.

The Steering Committee shall have the power to determine its own internal governance in order to accomplish the responsibilities required of it as set forth herein and as otherwise required to run and administer the UPnP Forum. The Steering Committee may appoint or elect such Steering Committee officers as it deems appropriate subject to Section 2.1 (a). The Secretary, in addition to such other duties as may be assigned it by the Steering Committee, shall be responsible for maintaining copies of all signed Membership Agreements and providing or receiving any notices required by this Membership Agreement. In particular, the Steering Committee shall have the following responsibilities:

(i) *Establishment and Oversight of Working Committees.*

The Steering Committee shall establish Working Committees for the initial Device Classes and shall also in its discretion, determine the number and description of other Device Classes and shall establish corresponding Working Committees for those Device Classes. In establishing a Working Committee, the Steering Committee shall provide the appropriate Approved DCP Framework and establish timeframes for completion and submission of the Proposed DCPs, test configuration files, and Reference Implementation test logs for each Working Committee. The number of required Reference Implementations shall be left to the discretion of the Steering Committee; however, there shall be no fewer than one (1) Reference Implementation, and preferably there should be three (3). The Steering

Committee will disband each Working Committee following approval of such Working Committee's Proposed DCPs as Standardized DCPs or in the event that the Working Committee has failed to provide the Steering Committee with Proposed DCPs, test configuration files and Reference Implementation test logs within the timeframe allotted to such Working Committee. At any time, a Member may petition the Steering Committee for establishment of additional Device Classes and corresponding Working Committees; such petition shall specify a candidate for Chair of the Working Committee, a list of Members willing to participate in the Working Committee, the number of Reference Implementations to be required, a list of Members committing to provide those Reference Implementations, the Approved DCP Framework upon which the Proposed DCPs are to be based, the timeframe for completion and submission of the Proposed DCP(s), test configuration files, and Reference Implementation test logs, and such other information (including, but not limited to, descriptions of the Device Classes and targeted customer scenarios) as may be required by the Steering Committee. The Steering Committee shall be responsible for supervision of the work of the Working Committees, including but not limited to assuring that the Working Committees are diligent in their work, resolving intra- and inter-Working Committee disputes, proposing and adopting standard definitions and such other oversight matters as may or may not be defined herein. The Steering Committee shall also be responsible for the appointment and removal of the Chair of each Working Committee.

(ii) *Voting on a Proposed DCP; Review of Reference Implementation Test Logs and Test Configuration Files; Comment and Disclosure Period.*

The Steering Committee in place at the time of the vote on a Proposed DCP will adopt or reject the Proposed DCP as a Standardized DCP. Prior to voting on a given Proposed DCP, the Steering Committee will make the Proposed DCP, Reference Implementation test logs, and test configuration files available to all Members for their comments and review. Simultaneously, the Secretary shall send electronically to UPnP Forum Members a notice, announcing the Comment and Disclosure Period, which shall state the name of the Proposed DCP, a copy of the Proposed DCP, Reference Implementation test logs, and test configuration files (or alternatively, the link(s) to a website in which the Proposed DCP, Reference Implementation test logs, and test configuration files are available for review), the names of the Members who contributed to the Proposed DCP, the start date of the Comment and Disclosure Period and the end date of the Comment and Disclosure Period. The Comment and Disclosure Period shall be at least sixty (60) calendar days and may be extended for an additional set period of time upon approval of three-fourths (3/4) of the entire then current Steering Committee; any Steering Committee representative abstaining from voting will be deemed to have voted against extending the Comment and Disclosure Period. The Secretary shall send electronically, contemporaneously a disclosure form with the notice announcing the Comment and Disclosure Period, for the purposes of Section 3.8 (a).

Upon the close of such Comment and Disclosure Period, the Secretary shall post all received comments and the Steering Committee will have ten (10) business days in which to adopt or reject the Proposed DCP as a Standardized DCP. A Proposed DCP will become a Standardized

DCP following the aforementioned Comment and Disclosure Period if the Proposed DCP is approved by a three-fourths (3/4) majority of the entire then current Steering Committee; any Steering Committee representative abstaining from voting will be deemed to have voted in favor of approving the Proposed DCP as a Standardized DCP. In the event the Proposed DCP is not adopted by the Steering Committee, the drafters of the Proposed DCP may re-convene to amend and/or modify the Proposed DCP, Reference Implementation test logs or test configuration files for re-submission to the Steering Committee. Any Member Input with respect to any Proposed DCP or rejected Proposed DCP, will be made in a manner consistent with the submission requirements set forth in the IPR Policy.

(iii) *Creation of DCP Frameworks; Member Input.*

Except for the Initial DCP Framework and subject to its own governance rules and all of the definitions and provisions herein, the Steering Committee shall be responsible for creation and publication of Proposed and Approved DCP Frameworks. All submissions in regard to any Proposed DCP Framework by any Member shall be Member Input for all purposes under this Membership Agreement and shall include obligations to license in accordance with Section 3 of this Membership Agreement.

(iv) *Publishing Proposed DCP Frameworks.*

The Steering Committee can determine that a Proposed DCP Framework under development meets certain technical criteria and can determine by three-fourths (3/4) vote of the entire then current Steering Committee to publish the Proposed DCP Framework; any Steering Committee representative abstaining from voting will be deemed to have voted in favor of approving the publishing of the Proposed DCP Framework. Members may provide Member Input on the Proposed DCP Framework, and, pursuant to its governance rules and this Membership Agreement, the Steering Committee can modify such Proposed DCP Framework for re-publication as a Proposed DCP Framework.

(v) *Voting on Proposed DCP Frameworks; Comment and Disclosure Period.*

The Steering Committee in place at the time of the vote on a Proposed DCP Framework will adopt or reject the Proposed DCP Framework as an Approved DCP Framework. Prior to voting on a given Proposed DCP Framework, the Steering Committee will make the Proposed DCP Framework available to all Members for their comments and review. Simultaneously, the Secretary shall send electronically to UPnP Forum Members a notice, announcing the Comment and Disclosure Period, which shall state the name of the Proposed DCP Framework, a copy of the Proposed DCP Framework (or alternatively, the link to a website in which the Proposed DCP Framework is available for review), the names of the Members who contributed to the Proposed DCP Framework, the start date of the Comment and Disclosure Period and the end date of the Comment and Disclosure Period. The Comment and Disclosure Period shall be at least sixty (60) calendar days and may be extended for an additional set period of time upon approval of three-fourths (3/4) of the entire then current Steering Committee; any Steering Committee representative abstaining from voting will be

deemed to have voted against extending the Comment and Disclosure Period. The Secretary shall send electronically, contemporaneously a disclosure form with the notice announcing the Comment and Disclosure Period, for the purposes of Section 3.8 (a).

Upon the close of such Comment and Disclosure Period, the Secretary shall post all received comments and the Steering Committee will have ten (10) business days in which to adopt or reject the Proposed DCP Framework as an Approved DCP Framework. A Proposed DCP Framework will become an Approved DCP Framework following the aforementioned Comment and Disclosure Period if the Proposed DCP Framework is approved by a three-fourths (3/4) majority of the entire then current Steering Committee; any Steering Committee representative abstaining from voting will be deemed to have voted in favor of approving the Proposed DCP Framework as an Approved DCP Framework. In the event the Proposed DCP Framework is not adopted by the Steering Committee, the drafters of the Proposed DCP Framework may re-convene to amend and/or modify the Proposed DCP Framework for re-submission to the Steering Committee. Any Member Input with respect to any Proposed DCP Framework or rejected Proposed DCP Framework, will be made in a manner consistent with the submission requirements set forth in the IPR Policy.

(vi) *Communication with Members and the General Public.*

The Steering Committee will have oversight responsibility for communicating with Members as to the progress of the Working Committees and shall have responsibility for the announcement of any Standardized DCPs or Approved DCP Frameworks, as well as for any general communications with the public with respect to the UPnP Forum. Any press release or other public statement made on behalf of the UPnP Forum will be approved in advance by unanimous vote of the then entire Steering Committee; any Steering Committee representative abstaining from voting will be deemed to have voted in favor of any press release or other public statement, provided that no more than one-fourth (1/4) of the Steering Committee abstains. Nothing in this Membership Agreement will preclude any individual Member from issuing any press release or public statement on its own behalf.

(vii) *Administration of General Operations, Marketing and DCP Logo and Certification Program.*

The Steering Committee will have oversight responsibility for marketing and general operations of the UPnP Forum, including but not limited to setting agenda, calling meetings and communicating and interacting with other standards bodies on behalf of the UPnP Forum. The Steering Committee will also participate in creating and overseeing logo and certification programs with respect to the use of Standardized DCPs in UPnP Compliant Devices.

(viii) *DCP and DCP Framework Copyright Ownership and Licensing.*

The Steering Committee shall designate a corporate entity, and a nonprofit corporation to which the Steering Committee has assigned its rights and obligations pursuant to Section 4.5 herein, each of which shall be considered a “Designated Entity”, each to hold an undivided non-exclusive joint copyright ownership interest in Standardized DCPs and Approved DCP Frameworks published or adopted pursuant to this

Membership Agreement, and may, at its discretion and at any time, designate a different corporate entity to hold such copyright interests. At the Steering Committee's discretion, the Steering Committee may direct the Designated Entity, at any time, to provide a copyright license or a copyright assignment to any party that the Steering Committee so designates, where such license or assignment is not to exceed the rights and interests that the Designated Entity has received or may grant as set forth in Section 3.2 of this Membership Agreement or the Membership Agreements dated October 18, 1999, June 24, 2002 and October 14, 2002. The Steering Committee's decision to direct the Designated Entity to license or assign under this Section 2.1(c)(viii), including the rights to be granted and the party or parties to whom such license or assignment is to be offered, shall be determined by and in accordance with the decisions(s) and vote of three-fourths (3/4) of the then entire Steering Committee; abstentions will not be counted. The Designated Entity agrees to provide such license or assignment within forty-five (45) calendar days following receipt of notice, which includes all decisions of the Steering Committee in regards to said license or assignment, which the Steering Committee has directed the Designated Entity to provide. At any time, the Designated Entity may request in writing that the Steering Committee identify a party to whom the Designated Entity may assign its copyright interest as set forth in Section 3.2. If the Steering Committee fails to designate such party within ninety (90) calendar days, fails to notify the Designated Entity of such designee within ninety (90) calendar days, or if the designee refuses to accept such assignment and the Steering Committee is unable to provide an alternate designee willing to accept such assignment within the ninety (90) calendar day period then the Designated Entity may, at its own discretion, assign its interests as set forth in Section 3.2 to the then current members of the Steering Committee who shall own an undivided joint interest in the copyright interests so assigned.

(d) Resignation, Merger, Removal, Vacancy, and Ties in General Membership Elections.

(i) *Resignation.*

Any Member may resign from the Steering Committee by submitting to the Steering Committee Chairman written notice of intent to resign. The date of resignation is the day of submission and is effective at the moment of submission, unless a later date is specified in the notice of intent to resign.

(ii) *Merger.*

In the event of a merger between two or more Steering Committee Members, then the merged Member shall continue to serve on the Steering Committee for the duration of the longest remaining term of the pre-merger Members. The merged Member shall retain only one seat on the Steering Committee; the other merged Members shall resign from the Steering Committee. A Member of the Steering Committee that merges with or is acquired by another company that is not a member of the Steering Committee, or that changes its name for other reasons, may retain its seat on the Steering Committee, provided that reaffirmation of the commitments and agreements, specified in Section 2.1 (b) of this Membership Agreement, is performed in writing under the new name of the Member.

(iii) *Removal.*

The Steering Committee may remove a Member of the Steering Committee by a two-thirds (2/3) vote of the entire then current Steering Committee for failure to comply with the commitments and agreements, specified in Section 2.1 (b) of this Membership Agreement; any Steering Committee representative abstaining from voting will be deemed to have voted against removing said Member.

(iv) *Vacancy.*

In the event of a vacancy in the Steering Committee, which results from resignation or removal of a Member, the Steering Committee may decide by majority vote of the entire then current Steering Committee whether to fill the vacant seat; any Steering Committee representative abstaining from voting will be deemed to have voted against filling the vacant seat. If the Steering Committee decides to fill the vacant seat, then the Steering Committee shall use one of the two following methods for filling such vacancy:

Method One. The Steering Committee, by majority vote of the Steering Committee, may appoint another Member to serve the duration of the term of the previous Member; OR

Method Two. The Steering Committee, by majority vote of the Steering Committee, may open an off-cycle election by majority vote of all of the then current Members casting ballots who are authorized by Section 2.3(e) of this Membership Agreement to cast ballots. Elected Members shall serve for the remainder of the term of the former Steering Committee Member whose seat they are filling.

The process and timing for such appointments and off-cycle elections shall be in the discretion of the Steering Committee. In the actual process of filling the vacant seats by either aforementioned Method One or Method Two, a simple majority under standard quorum rules shall prevail. Pursuant to Section 2.1 (b) of this Membership Agreement, there shall be no more than twenty (20) Steering Committee representatives. Members appointed or elected under this section shall be bound by the same commitments and agreements, specified in Section 2.1 (b) of this Membership Agreement.

(v) *Ties in General Membership Elections.*

In the event of a tie between one or more nominees to the Steering Committee in a General Membership Election, the Steering Committee, by majority vote of the then entire Steering Committee, shall have the authority to determine the rank of the tied nominees; abstentions will not be counted. The process for determining such ranking shall be in the discretion of the Steering Committee.

2.2 Working Committees.

(a) Composition.

Members may join any Working Committee in which they have an interest by giving written notice of their intent to join to the Secretary or to such other officer of the Steering Committee as the Steering Committee may direct from time to time. Members may join more than one Working Committee. Each Working Committee shall have the authority to determine its own internal governance in order to accomplish the responsibilities required of it as set forth in this Membership Agreement. Chairs of the Working Committees shall be appointed by the Steering Committee and shall serve for one (1) year terms, subject to their removal by the Steering Committee as set forth in Section 2.1(c)(i) of this Membership Agreement. Working Committee Chairs must be Members (i) who are committed in writing to the general development and commercialization of UPnP Compliant Devices, the degree and timing of such development and commercialization shall be left to the discretion of the individual Member, and (ii) who have agreed to actively promote and publicly endorse the UPnP Forum and its standardization objectives. These commitments and agreements on the part of the Working Committee Chair are material to the mission of the UPnP Forum, and failure to comply with them shall be a basis for removal of a Member from the Working Committee Chair position.

(b) General Duties and Responsibilities.

(i) *Development of Proposed DCPs, Test Configuration Files and Reference Implementation.*

Each Working Committee shall meet and work with its Members to create Proposed DCPs, independent Reference Implementations thereof, and appropriate test configuration files for its Device Class. Each Working Committee will submit the Proposed DCPs, Reference Implementation test logs and test configuration files to the Steering Committee for adoption of the Proposed DCPs as Standardized DCPs. Such Proposed DCPs, Reference Implementation test logs and test configuration files must be proposed within the timeframe for its Device Class pursuant to Section 2.1(c)(i) hereof and within the Approved DCP Framework provided for that Device Class.

(ii) *Member Input.*

Any Member of a Working Committee may submit Member Input to that Working Committee, subject to the terms of this Membership Agreement and the IPR Policy. Member Input to a given Working Committee may only be made by Members who have joined that Working Committee pursuant to Section 2.2(a) or who have provided Member Input regarding the Proposed DCPs, test configuration files or Reference Implementation test logs during the Comment and Disclosure Period set forth in Section 2.1(c)(ii). All Member Input must be made subject to the IPR Policy. Member Input submitted and incorporated in Standardized DCPs for a Device Class may subsequently be included in or as one of the Proposed DCPs for other Device Classes notwithstanding that the Member who submitted the Member Input is not a Member of the Working Committees for the subsequent Device Classes.

(iii) *Compliance with IPR Policy.*

The Chair of each Working Committee shall have the responsibility to assure that each Member who has submitted Member Input to that Working Committee has complied with the IPR Policy including providing Member Input in writing prior to incorporating any such Member Input into Proposed DCPs, any Reference Implementation test logs, or any suggested test configuration file. These responsibilities are material to the mission of the UPnP Forum, and failure to comply with them is a basis for removal of a Member from the Working Committee Chair position.

2.3 Members.

(a) No Membership Fee.

There is no fee or other charge to execute this Membership Agreement and thereby become a Member.

(b) Expenses.

Each Member shall be solely responsible for all expenses incurred by it in connection with being a Member, including without limitation, expenses incurred in creating and providing Member Input or Reference Implementations, and in attending and participating in Working Committees and the Steering Committee, as well as other activities sponsored by the UPnP Forum.

(c) Withdrawal as a Member.

Any Member, in its sole discretion, may withdraw from the UPnP Forum as a Member under this Membership Agreement at any time on giving not fewer than thirty (30) calendar days prior written notice to the Secretary or to such other officer of the Steering Committee as the Steering Committee may designate. Any and all Member Input submitted by a withdrawing Member prior to its withdrawal cannot be withdrawn once submitted, and withdrawal as a Member shall not in any way affect the UPnP Forum's rights to such withdrawing Member's Member Input under the terms of this Membership Agreement and the IPR Policy. Withdrawal by a Member shall also not in any way or form affect or terminate the representations and warranties made by such Member as to its Member Input as set forth in the IPR Policy. Any Member that withdraws hereunder shall continue to remain bound after their withdrawal by the prohibitions against adverse actions set forth in Section 3.7 of this Membership Agreement. As set forth in the IPR Policy, any licenses or grants made to a Member under this Membership Agreement are terminated immediately upon withdrawal of such Member pursuant to this section. For purposes of this section 2.3(c), an Affiliate of a Member which ceases to be an Affiliate of such Member will be considered a withdrawn Member under this Section 2.3(c) at the time such Affiliate ceases to be an Affiliate of such Member.

(d) Binding on Member Affiliates.

Execution of this Membership Agreement by a Member in its capacity as a legal entity constitutes that legal entity's agreement that its Affiliates are likewise bound to the obligations of being a Member hereunder, including without limitation the IPR Policy, and are also entitled to the benefits of the rights of being a Member hereunder, provided in no event shall any Member including its Affiliates have more than one vote on any given Working Committee or on the Steering Committee.

- (e) Voting on Elected Steering Committee Positions.
A Member must commit in writing to use good faith efforts to generally promote and endorse the UPnP Forum and its standardization objectives to be eligible to vote in the election of Members to fill positions on the Steering Committee pursuant to Section 2.1(b).

3. IPR Policy and Related Matters.

3.1 **Member Input and License Grants.**

Any Member may at any time submit Member Input for consideration as an aspect of Proposed DCP Frameworks, preliminary or Proposed DCPs, Reference Implementations and/or associated test configuration files. Members acknowledge that all Member Input will be posted to the UPnP website and that no Member Input shall be considered for inclusion unless it has been put into writing in compliance with this IPR Policy. The submitting Member

- (a) recognizes that neither the Steering Committee, the Working Committees, nor any sub-committee of the aforementioned committees, nor any Member has any duty of confidentiality with respect to the Member Input;
- (b) warrants to all Members that:
 - (i) based upon and to the extent of the Actual Personal Knowledge of the Member Participant(s) submitting the Member Input, that: (1) the Member Input is either in the public domain or is original to the submitting Member (subject to the representations regarding other contributors set forth in section 3.1(c) below) and (2) the Member Input does not infringe on the intellectual property, contract or other proprietary rights of any third party; and
 - (ii) the submitting Member has the authority to make the grants, acknowledgements and agreements set forth in this IPR Policy with respect to such Member Input;
- (c) warrants, based upon and to the extent of the Actual Personal Knowledge of the Member's Participant(s) submitting the Member Input, that all third party contributors to the Member Input (whether they be other Members or non-Members), are acknowledged as such in a written document submitted together with the Member Input, and further warrants and represents, based upon and to the extent of the Actual Personal Knowledge of the Member's Participant(s) submitting the Member Input that each such third party contributor has agreed in writing to be bound by the terms (a) through (e) of this Section 3.1 in connection with the Member Input submitted;
- (d) grants to each Member a non-exclusive, perpetual, irrevocable, non-transferable, non-sublicensable, royalty-free, worldwide license under all copyrights contained in its Member Input, (i) to reproduce in any form and make derivatives thereof for the sole purpose of developing, testing and defining Proposed DCPs, Reference Implementations, Proposed DCP Frameworks and associated test configuration files and any Extended DCPs created by or for a Member pursuant to the Membership Agreement, and (ii) to display and reproduce the Standardized DCPs or Approved DCP Frameworks as reasonably necessary to implement and distribute a given Standardized DCP or Approved DCP Framework in UPnP Compliant Devices, or as reasonably necessary to implement and distribute an Extended DCP created by or for the Member

pursuant to the Membership Agreement in UPnP Compliant Devices. Each Member agrees that it will not use the copyright interests that it receives under this section, Section 2.1(c)(viii) or Section 3.2 for any other purpose other than those expressly set forth in this Section 3.1(d).

- (e) will grant to all Members a RAND-Z, worldwide, license to the submitting Member's Necessary IP in its Member Input to (i) make and use preliminary DCPs, Proposed DCPs, Standardized DCPs, Reference Implementations, Proposed DCP Frameworks, Approved DCP Frameworks, and associated test configuration files only as part of the appropriate Working Committee, or Steering Committee process; and (ii) to make, have made, use, sell, have sold, offer to sell, import and distribute implementations of the Standardized DCP in UPnP Compliant Devices or as part of Extended DCPs as authorized by the Membership Agreement and as part of a UPnP Compliant Device;
- (f) acknowledges that the Steering Committee, the Working Committees, or any sub-committee of the aforementioned committees and the UPnP Forum Members have no obligation to utilize, publish or disseminate the Member Input.

All licenses granted to any Member pursuant to this Section 3.1 shall terminate immediately upon withdrawal by that Member from the UPnP Forum, as such withdrawal is authorized by Section 2.3(c) of the Membership Agreement.

3.2 Copyrights in the Standardized DCPs and DCP Frameworks.

Each Member hereby grants to the entity designated by the Steering Committee pursuant to Section 2.1(c)(viii), and to any nonprofit corporation to which the Steering Committee has assigned its rights and obligations pursuant to Section 4.5 herein, each of which shall be considered a "Designated Entity", an undivided, non-exclusive joint copyright ownership interest in all Member Input included in any Standardized DCPs effective upon adoption by the Steering Committee of Proposed DCPs as Standardized DCPs and in all Member Input in any Approved DCP Frameworks published or adopted pursuant to this Membership Agreement. Neither the Designated Entity nor any Member will have any duty to seek permission or account to the other for the use or exploitation of the jointly owned copyright. For clarification, no ownership interest or license, express or implied, is granted to the Designated Entity with respect to any patents or other intellectual property embodied in such copyrighted Member Input, except as expressly set forth elsewhere in the Membership Agreement, including the IPR Policy. To clarify, the Designated Entity may license or assign any or all of its copyright interests, including the joint copyrights granted under this Section 3.2, in any Standardized DCP or Approved DCP Framework, designated by the Steering Committee, as set forth in Section 2.1(c)(viii). In the event that the Designated Entity is required by the Steering Committee to assign any copyright interests in any Standardized DCPs or Approved DCP Frameworks, then the Designated Entity's assignment with respect to its own copyright interests in any Member Input will be no greater than an undivided, non-exclusive joint copyright ownership interest in such Member Input included in the Standardized DCPs or in such Member Input included in the Approved DCP Frameworks, and with respect to the undivided, non-exclusive joint copyright ownership interest received by the Designated Entity under this Section 3.2, the Designated Entity's assignment will be no greater than the undivided, non-exclusive joint copyright ownership interest received by the Designated Entity under this Section 3.2.

3.3 Licenses to the Standardized DCPs.

Except for any Necessary IP licensed under Section 3.1(e) of this IPR Policy, upon adoption of Proposed DCPs as Standardized DCPs, each Member agrees to grant to all

Members a worldwide RAND license under its Necessary IP to make, have made, use, sell, have sold, offer to sell, import and distribute implementations of the Standardized DCP in UPnP Compliant Devices. The agreement to license under this Section 3 will not apply with respect to any Proposed DCPs adopted by the Steering Committee as Standardized DCPs fewer than thirty (30) calendar days prior to such Member's notice of withdrawal from the UPnP Forum pursuant to Section 2.3(c). Any Necessary IP of a Member that is subject to a notification under Section 3.8 is subject to this Section 3.3 of the IPR Policy unless such Member provides its notice of withdrawal under Section 2.3(c) within thirty (30) calendar days from the adoption of the Proposed DCPs as Standardized DCPs.

3.4 Transfer of Rights, No Implied Rights.

Each Member submitting Member Input agrees to execute any and all other documents reasonably requested by the Working Committee Chair or the Steering Committee to carry out the transfer of the joint copyright ownership and to confirm the licenses granted herein. All rights not expressly granted hereunder are expressly reserved, and no licenses or other assignments are granted, nor shall they be implied other than as expressly stated herein.

3.5 Creation and Exploitation of Extended DCPs.

Nothing in this Membership Agreement or the IPR Policy shall prevent a Member from creating, utilizing or implementing Extended DCPs, provided that the Standardized DCPs are not in any way changed or their functionality adversely affected in any way. Any and all intellectual property rights in additions made to Standardized DCPs in the process of creating Extended DCPs (if any) shall be the property of the party owning the extensions to the Standardized DCPs.

3.6 Member Disclaimers.

(a) No Representations or Warranties.

EXCEPT FOR THOSE WARRANTIES SET FORTH IN SECTION 3.1 ABOVE, EACH MEMBER HEREBY AGREES AND ACKNOWLEDGES THAT: (A) EACH MEMBER, INCLUDING STEERING COMMITTEE REPRESENTATIVES AND WORKING COMMITTEE CHAIRS, TAKES NO POSITION AS TO WHETHER ANY INTELLECTUAL PROPERTY RIGHTS EXIST IN THE PROPOSED OR APPROVED DCP FRAMEWORKS, PROPOSED DCPS, IN ANY STANDARDIZED DCPS, REFERENCE IMPLEMENTATIONS OR IN ANY ASSOCIATED TEST CONFIGURATION FILES; (B) THE PROPOSED OR APPROVED DCP FRAMEWORKS, PROPOSED DCPS, STANDARDIZED DCPS, REFERENCE IMPLEMENTATIONS AND ANY ASSOCIATED TEST CONFIGURATION FILES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS"; (C) EACH MEMBER, INCLUDING STEERING COMMITTEE REPRESENTATIVES AND WORKING COMMITTEE CHAIRS, MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE PROPOSED OR APPROVED DCP FRAMEWORKS, PROPOSED DCPS, STANDARDIZED DCPS, REFERENCE IMPLEMENTATIONS AND ASSOCIATED TEST CONFIGURATION FILES INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OF REASONABLE CARE OR WORKMANLIKE EFFORT, OR RESULTS OR OF LACK OF NEGLIGENCE; AND (D) NO MEMBER, INCLUDING STEERING COMMITTEE REPRESENTATIVES AND WORKING COMMITTEE CHAIRS, HAS UNDERTAKEN ON BEHALF OF THE UPNP

FORUM OR ITS MEMBERS, ANY PATENT SEARCH WITH RESPECT TO THE PROPOSED OR APPROVED DCP FRAMEWORKS, PROPOSED DCPS, STANDARDIZED DCPS, REFERENCE IMPLEMENTATIONS AND ASSOCIATED TEST CONFIGURATION FILES. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUED AS A RESTRICTION ON ANY MEMBER CONDUCTING ITS OWN DUE DILIGENCE OR OTHER TECHNOLOGY SEARCH OR SCREENING WITH RESPECT TO THE PROPOSED OR APPROVED DCP FRAMEWORKS, PROPOSED DCPS, STANDARDIZED DCPS, REFERENCE IMPLEMENTATIONS, ANY ASSOCIATED TEST CONFIGURATION FILES OR ANY OTHER UPnP TECHNOLOGY.

(b) Limitation on Liability.

IN NO EVENT SHALL ANY MEMBER BE LIABLE TO ANY OTHER MEMBER OR THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS MEMBERSHIP AGREEMENT, FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA, OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES WHETHER UNDER CONTRACT, TORT, WARRANTY, OR OTHERWISE WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

3.7 No Adverse Actions.

Members agree to abide by the terms of this Membership Agreement and the IPR Policy and agree not to implement a device for the sole purpose of intentionally destroying interoperability or compatibility, or hire or license a third party for the sole purpose of intentionally destroying interoperability or compatibility of any Approved DCP Framework or Standardized DCPs implemented in UPnP Compliant Devices. Except as otherwise stated herein, nothing in this Membership Agreement shall be construed as a restriction on any Member from developing, using, testing, promoting or implementing any other device control or networking technologies or participating in any other industry standardization initiative.

3.8 Disclosure of Necessary IP.

(a) Comment and Disclosure Period Responsibilities. If a Member's Participant is aware, based on such Participant's Actual Personal Knowledge, of any Necessary IP or patents or patent applications that Participant reasonably believes to be Necessary IP in a Proposed DCP or Proposed DCP Framework that is not the Member's Member Input, then the Member must make one of the following declarations by the end of the Comment and Disclosure Period:

(i) Based on a Member's Participant's Actual Personal Knowledge or Member's Participant's reasonable belief, the Member and/or its Affiliates has or reasonably believes it has Necessary IP that is not the Member's Member Input incorporated in the Proposed DCP Framework or Proposed DCP and will license such intellectual property under RAND-Z terms and conditions consistent with Section 3.3, and for a Proposed DCP Framework, only to the extent utilized by any Standardized DCP; OR

- (ii) Based on a Member's Participant's Actual Personal Knowledge or Member's Participant's reasonable belief, the Member and/or its Affiliates has or reasonably believes it has Necessary IP that is not the Member's Member Input incorporated in the Proposed DCP Framework or Proposed DCP and will license such intellectual property under RAND terms and conditions, including a reasonable royalty consistent with Section 3.3, and for a Proposed DCP Framework, only to the extent utilized by any Standardized DCP; OR
 - (iii) The Member and/or its Affiliates has Necessary IP that is not the Member's Member Input incorporated in the Proposed DCP Framework or Proposed DCP but refuses to grant licenses on RAND terms and conditions for all or any portion of such Necessary IP and would intend to withdraw as a Member within thirty (30) calendar days after adoption of the Proposed DCP as a Standardized DCP or Proposed DCP Framework as an Approved DCP Framework as provided in Section 3.3 (in which case Member must comply with the requirements of Section 3.8(d) below).
- (b) *Optional Patent Number(s) Disclosure.* Where a Member has made a declaration under Section 3.8(a)(ii), such Member is encouraged to disclose the patent number(s) of Member's Necessary IP to the extent that such patent number(s) is the Actual Personal Knowledge of the Participant making the disclosure on behalf of the Member.
- (c) *No Patent Searches; No Imputed Knowledge.* No Member will be required, nor will any Member have a duty, to conduct any patent search of its own patents or patent applications or of patents or patent applications owned by a third party. The requirement for disclosure under this Section 3.8 shall be based on an individual's own Actual Personal Knowledge, and no knowledge of the Member on whose behalf the Participant is acting (or such Member's employees) regarding patent information will be imputed to such individual. However, each Member acknowledges that it will not intentionally isolate its Participants from potentially relevant patent information within the Member organization or hold patents or patent applications with employees of the Member for the purpose of deliberately avoiding disclosure obligations under the terms of this Section. Nothing in this IPR Policy nor the act of receiving a disclosure request for a Proposed DCP Framework and/or Proposed DCP, regardless of whether it is responded to, shall be construed or otherwise interpreted as any kind of express or implied representation with respect to the existence or non-existence of patents or patent applications, which contain Necessary IP, other than that such Member has acted in good faith with respect to its disclosure obligations under this Section.
- (d) *Disclosure in the Event of Refusal to License.* In addition to the obligations under Section 3.8(a)(iii), any Member who refuses to license its Necessary IP under Section 3.3 and intends to withdraw under Section 2.3(c) must, prior to the end of the Comment and Disclosure Period, notify the Secretary and identify by number the relevant patent(s) or published application(s) that the Member refuses to so license, provided, however, that, in the event that such Necessary IP is contained in unpublished patent application(s), then such disclosure must identify the section(s) of the Proposed DCP or Proposed DCP Framework corresponding to the Member's asserted Necessary IP contained in such unpublished pending patent application(s), but need not disclose identifying information (e.g., application number, contents) of the unpublished patent application.

- (e) *Publication and Availability of Information.* The Steering Committee shall, in publishing or otherwise distributing any Standardized DCP or Approved DCP Framework finally adopted in accordance with the procedures set forth in this Membership Agreement, take actions that the Steering Committee deems appropriate to call attention of Members to the existence of any information disclosed by Members in Declarations pursuant to this Section 3.8, provided that no such action shall be deemed to be a representation as to the validity of the information or its relevance to the UPnP Forum, DCPs, Proposed or Approved DCP Frameworks, test configuration files, Reference Implementations, Reference Implementation test logs, or to UPnP Compliant Devices.
- (f) *Post Comment and Disclosure Period Responsibilities.* After the Comment and Disclosure Period, a Member shall in good faith comply with any licensing commitments made in any declaration under Section 3.8(a) or this Section 3.8(f).

If Member's Participant is aware, based upon the Member's Participant's Actual Personal Knowledge or Member's Participant's reasonable belief, of cause to change its original declaration under Section 3.8(a)(i) or (ii), then such Member is encouraged to amend its original declaration to reflect such change. However, such amendment shall not change a previous declaration's promise to license Necessary IP on RAND-Z terms and conditions to RAND terms and conditions. An amendment may change a previous declaration's promise to license Necessary IP on RAND terms and conditions to RAND-Z terms and conditions.

If, after the Proposed DCP Framework or Proposed DCP has become an Approved DCP Framework or Standardized DCP, a Member discovers Necessary IP or later acquires Necessary IP from a non Member, then such Member shall license such Necessary IP to Members in accordance with Section 3.1(e) and Section 3.3, and such Member is encouraged to make one of the following declarations with respect to such newly discovered or newly acquired Necessary IP:

- (i) Based on a Member's Participant's Actual Personal Knowledge or Member's Participant's reasonable belief, the Member and/or its Affiliates has or reasonably believes it has Necessary IP that is not the Member's Member Input incorporated in the Approved DCP Framework or Standardized DCP and will license such intellectual property under RAND-Z terms and conditions as consistent with Section 3.3; OR
- (ii) Based on a Member's Participant's Actual Personal Knowledge or Member's Participant's reasonable belief, the Member and/or its Affiliates has or reasonably believes it has Necessary IP that is not the Member's Member Input incorporated in the Approved DCP Framework or Standardized DCP and will license such intellectual property under RAND terms and conditions, including a reasonable royalty consistent with Section 3.3.

3.9 Creation of a Patent Pool.

Nothing in this Membership Agreement is intended to preclude the creation of any patent pool.

3.10 Member Obligations for UPnP Specifications Submitted to Recognized International Standardization Organizations.

- (a) As used in this Section 3.10, “Submitted Standard” means a Standardized DCP or Approved DCP Framework which has been submitted for standardization to a recognized standardization organization by the Steering Committee, a designee of the Steering Committee acting on its behalf and on behalf of the UPnP Forum, or a non-profit corporation authorized to administer certain rights and responsibilities of the Steering Committee under this Agreement.
- (b) If a Member’s Participant is aware, based on such Participant’s Actual Personal Knowledge, of any Necessary IP or patents or patent applications that Participant reasonably believes to be Necessary IP in a Submitted Standard, then upon the request of the standardization organization, the Member will disclose the Necessary IP, and will submit a declaration of its willingness to negotiate licenses as required by Section 3.10(c), in such form and at such time as may be required by the processes of the standardization organization, but only to the extent the disclosure and declaration requirements are not more onerous on Members than are required under Section 3.8 of this Agreement for Proposed or Standardized DCPs, or Proposed or Approved DCP Frameworks.
- (c) Upon adoption and publication of a final specification by the standardization organization without technical change to the Submitted Standard (“Approved Submitted Standard”), each Member agrees to grant to all Member and non-Member implementers of the Approved Submitted Standard a worldwide RAND license (which may include a requirement of reciprocity) under its Necessary IP to make, have made, use, sell, have sold, offer to sell, import and distribute implementations of the Approved Submitted Standard in UPnP Compliant Devices.

4. General Provisions.

4.1 Governing Law; Jurisdiction; Venue.

This Membership Agreement is governed by the laws of the State of New York without regard to its conflict or choice of law provisions. All Members consent to personal jurisdiction in the State of New York for resolution of disputes under this Membership Agreement and consent to exclusive venue in the United States District Courts in that state.

4.2 Entire Agreement.

This Membership Agreement constitutes the entire agreement between the Members as to their express subject matter and expressly supersedes and replaces any prior or contemporaneous agreements, whether written or oral, relating to the subject matter of this Membership Agreement except as may be provided pursuant to creation of a nonprofit corporation and completion of other actions as provided in Section 4.5.

4.3 Compliance with Laws and Regulations.

Members agree to comply at all times with all applicable laws, rules and regulations of the United States and other jurisdictions with respect to creation and implementation of Approved DCP Frameworks, Standardized DCPs, Extended DCPs and related sales or licensing activity of UPnP Compliant Devices, including without limitation, export control and antitrust laws.

4.4 No Partnership.

By execution hereof, the Members do not create or form any partnership, joint venture or other special relationship other than as parties to an agreement except as may be provided pursuant to creation of a nonprofit corporation and completion of other actions as provided in Section 4.5.

4.5 Assignment.

No Member may assign this Membership Agreement, its status as a Member, or any of its rights or obligations hereunder or make any grants or other sublicenses to this Membership Agreement, except as expressly authorized under the IPR Policy, without having first received the prior, written consent of the Steering Committee, which consent may be withheld in the discretion of the Steering Committee. Upon unanimous vote of the current members of the Steering Committee, the rights and obligations of the Steering Committee under Section 2.1(c), Section 4.8 and elsewhere in this Agreement may be assigned to a nonprofit corporation formed by the Steering Committee for such a purpose. Furthermore, effective upon such an assignment of the Steering Committee of its rights and obligations to such an entity, Member shall become a member of such nonprofit corporation thereby binding all Members into membership in such nonprofit corporation. Such assumption of membership status in the nonprofit corporation shall be effective on a prospective basis only, and only with respect to those Members who do not withdraw within thirty (30) calendar days from the date of such notice (as provided in Sections 4.7 and 4.8 herein). The notice of assignment of the rights and obligations of the Steering Committee and transfer of membership shall be accompanied by the Articles of Incorporation and Bylaws of the new nonprofit corporation, the terms of which shall become binding upon Members who do not timely withdraw. If this Agreement conflicts with any terms required by law in the Articles of Incorporation or Bylaws of the new nonprofit corporation, then the Articles of Incorporation and Bylaws shall take precedence with regard to such conflict. Otherwise all of the rights and obligations and terms and conditions of this Agreement (as amended) including but not limited to the license grants directly between Members and their rights to directly enforce such rights, shall remain in full force and effect.

4.6 No Obligations of Confidentiality.

Members, Working Committees, the Steering Committee, and any sub-committee of the aforementioned committees are not bound nor required to keep or treat as confidential, any Member Input.

4.7 Notices.

Any notice of a Member's withdrawal as a Member pursuant to Section 2.3(c) of this Membership Agreement, shall be in writing and shall be effective only if deposited with an express or overnight air courier (e.g. Federal Express) and addressed to the Secretary or other designated Member of the Steering Committee as the Steering Committee directs from time to time. All such communications shall be effective when they are received by the addressee, but in no event later than five (5) business days after being deposited with the air courier. Any and all other communications pursuant to this Membership Agreement shall be sent in the manner and form prescribed by the Steering Committee from time to time.

4.8 Amendment and Waivers.

Any term or provision of this Membership Agreement may be amended, and the observance of any term of this Membership Agreement maybe waived, only by a writing signed by all then current Steering Committee Members. Any such amendment shall be effective on a prospective basis only, and only with respect to those Members who do not withdraw within thirty (30) calendar days from the date notice of such amendments is provided to the UPnP Forum Members. Any failure by a Member to insist upon or

enforce performance by another Member of any of the provisions of this Membership Agreement or the IPR Policy or to exercise any rights or remedies under this Membership Agreement, the IPR Policy or otherwise by law shall not be construed as a waiver or relinquishment to any extent of the other Members' right to assert or rely upon any such provision, right or remedy in that or any other instance; rather the same shall be and remain in full force and effect.

4.9 Termination, Survival.

The term of this Membership Agreement shall expire on October 18, 2009. Any extension shall require the approval of three-fourths (3/4) of the entire then current Steering Committee; abstentions will be deemed a vote against extension. The obligations and provisions of Section 3 and Section 4 of this Membership Agreement shall survive termination of this Membership Agreement pursuant to this Section 4.9.

4.10 Compliance with the Antitrust Laws.

The Members of the UPnP Forum are committed to fostering open competition in the development of devices based on the Standardized DCPs and Approved DCP Frameworks. The Members understand that in certain lines of business they are or may be direct competitors and that it is imperative that they and their representatives act in a manner which does not violate any state, federal or international antitrust laws and regulations. Without limiting the generality of the foregoing, the Members acknowledge that this Membership Agreement prohibits any communication that violates the antitrust laws.

4.11 Counterparts.

This Membership Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

Agreed to and accepted by the below signed Member this _____ day of _____.

The Member Agreement must be signed by a representative of the Company authorized to commit the Company to all of the terms of the Member Agreement, including the copyright licenses in Section 3.1(d) and 3.2 and the patent licenses in Section 3.1(e) and 3.3. By signing this Membership Agreement, the person signing represents that he/she has been so authorized.

If a Company:

Company Name: _____

By: _____

Print Name: _____

Title: _____

Address: _____

Email: _____

If an Association:

Association Name: _____

By: _____

Print Name: _____

Title: _____

Address: _____

Email: _____

If an Individual:

Name: _____

By: _____

Employer: _____

Title: _____

Address: _____

Email: _____