

HDBaseT ALLIANCE
INTELLECTUAL PROPERTY RIGHTS POLICY

SECTION 1. DEFINITIONS

Reference is made to those certain bylaws of the Corporation (the “**Bylaws**”); terms used but not defined herein shall have the meanings given them in the Bylaws.

1.1 “Aware” means (i) actual knowledge of any Member or its representative(s) after making reasonable inquiry regarding the Member's and its Affiliates' potential Necessary Claims; or (ii) constructive knowledge if any of a Member or its representative(s) that should reasonably be expected to become aware of such Necessary Claim in the course of conducting reasonable inquiry.

1.2 “Compliant Portion” means only those specific portions of products (hardware, software or combinations thereof) that (i) implement and which are compliant with all relevant portions of a Final Specification, (ii) are within the bounds of the Scope and (iii) have successfully completed the applicable CTS Process.

1.3 “Contribution” and “Contributed” means a submission by a Member or its Affiliate proposing an addition to or modification of a Draft Specification or portion thereof, or a Final Specification or portion thereof, provided that the submission is either (i) submitted in writing by the Member (including a writing in electronic medium) or (ii) if stated orally, then is memorialized with specificity in the written minutes of a meeting, and attributed in the meeting minutes to the submitting Member or its Affiliate, provided that all such minutes are promptly provided to the individual representing the submitting Member or its Affiliate and that the submitting Member or its Affiliate does not withdraw its submission in writing as soon as practicable and, in any event, no later than fifteen (15) days of receipt of such written minutes.

1.4 “CTS Process” means the applicable certification process and interoperability requirements detailed in the Corporation Qualification Policy, as updated by the Corporation from time to time.

1.5 “Draft Specification” means a document in development or under consideration for adoption as a Final Specification that has not been adopted or approved by the Corporation in accordance with Section 2.

1.6 “Disclosure Period” shall have the meaning set forth in Section 2.2.

1.7 “Final Specification” means a document that has been adopted and approved for release by the Corporation in accordance with Section 3.

1.8 “Licensing Company” means HDBaseT Licensing LLC, an Oregon limited liability company.

1.9 “License Review Period” shall have the meaning set forth in Section 3.4.

1.10 “Licensing Objection” shall have the meaning set forth in Section 3.4.

1.11 “LLC Member” means any member of the Licensing Company as listed on the website of the Corporation.

1.12 “**Member**” shall mean the entity executing a Membership Agreement.

1.13 “**Major Specification Release**” means the HDBaseT Final Specification document which immediately follows the prior Final Specification, as announced by the Corporation from time to time.

1.14 “**Meeting**” shall have the meaning set forth in Section 2.2.

1.15 “**Necessary Claims**” means those claims of all patents and published patent applications, other than design patents and design registrations, throughout the world which a Member or its Affiliates have the right, any time during the existence of the Corporation, to grant licenses of the nature agreed to be granted herein without such grant resulting in payment of royalties or other consideration to third parties (except for payments to Affiliates or employees), which claims are necessarily infringed by compliance with the express terms of a Final Specification and which are within the bounds of the Scope, where such infringement could not have been avoided by another commercially reasonable noninfringing implementation of such Final Specification. Necessary Claims do not include any claims other than those set forth above even if contained in the same patent as one or more Necessary Claims.

1.16 “**Necessary Claims Notice**” means the form attached hereto as Appendix A.

1.17 “**Scope**” means protocols, electrical signaling characteristics, application program interfaces, MAC and PHY layer interfaces, physical dimensions and characteristics, data structures, mechanical requirements, form factors, and firmware descriptors described in a Final Specification but only to the extent that: (1) they are described with particularity and as normative requirements in such Final Specification; (2) the sole purpose of such description is to enable Compliant Portions of products to interoperate, interconnect or communicate as defined within such Final Specification; and (3) are not used for the manufacturing or producing of semiconductors or used within the semiconductor manufacturing process, provided this sub-section (3) shall not be deemed to include any Member that is also an LLC Member. Notwithstanding the foregoing, the Scope shall not include: (a) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Final Specification, but are not themselves expressly set forth in a Final Specification (e.g., without limitation, semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, etc.); (b) the implementation or use of other specifications published or otherwise made available but not developed by the Members or their Affiliates pursuant to this Intellectual Property Rights Policy, but referred to in the body of a Final Specification, even if required for compliance with the Final Specification; (c) any portions of any product and any combinations thereof the purpose or function of which is not required for compliance with a Final Specification; or (d) reference or informational portions of the specification, including any elements that are required only for conformance with any such reference or informational portions.

1.18 “**Rand-Z**” means reasonable and non-discriminatory terms with zero royalties.

1.19 “**Specific Licensing Terms**” shall have the meaning set forth in Section 2.4.

SECTION 2. DISCLOSURE OF NECESSARY CLAIMS IN MEETINGS

2.1 Disclosure Obligation. Members and their Affiliates agree to use their commercial reasonable endeavors to timely inform the Corporation of Necessary Claims as soon as they become Aware that a Necessary Claim is related to the Draft Specification or Final Specification.

2.2 Disclosure Procedures. At any meeting of the Technical Committee and at any meeting of any Work Group, committee or subcommittee, where technical specifications are discussed (each, a "Meeting"), the chairperson of the Meeting shall remind Members participating in such Meeting of their duty to disclose Necessary Claims. Members shall within a period of thirty (30) days from the applicable Meeting date (the "**Disclosure Period**") submit to the chairperson of the Meeting and the Secretary a Necessary Claims notice as set forth in Appendix A below ("**Necessary Claims Notice**"). A reminder to Members of their duty to disclose Necessary Claim shall also be specifically made when the Technical Committee determines that a Draft Specification is ready for final review, upon approval of such Draft Specifications by the Board pursuant to Section 3.2, prior to publication of the Final Specification approved by the Board pursuant to Section 3.7 and at any other times if the need arises, as reasonably determined by the Board.

2.3 Ratifying Disclosure. If a representative of any Member who fails to disclose Necessary Claims to the Corporation at the earliest available opportunity at a Meeting, and does not ratify the breach of its disclosure obligations within thirty (30) days from the date of the applicable Meeting, by providing the Corporation with a Necessary Claims Notice, then the applicable Member is committing, on behalf of itself and its Affiliates, to the Rand-Z licensing provisions of Section 4 with regards to Necessary Claims implicated by such Member's Contribution, and shall be estopped from filing Licensing Objections or Notice of Withdrawal at a later date.

2.4 Licensing Declaration. Members are advised that unless they provide a timely Licensing Objection pursuant to Section 3.4, or notice of withdrawal pursuant to Section 3.5, within sixty (60) days from the date the Board has sent the Draft Specification to the Members as set forth in Section 3 hereto, they are committing, on behalf of themselves and their Affiliates, to the Rand-Z licensing provisions of Section 4 with regard to the disclosed Necessary Claims implicated by such Member's Contribution. During this sixty (60) days period, the Board may further require the relevant Member to provide their specific reasonable licensing terms and conditions document ("**Specific Licensing Terms**"), drafted pursuant to Section 4.1, under which it, and its Affiliates, will be obligated to license with regard to the disclosed Necessary Claim and any Member so requested is committed, on behalf of themselves and their Affiliates, to provide their Specific Licensing Terms to the Secretary before the end of this sixty (60) day period. For purpose of Section 2, "Members" shall not be deemed to include any Member that is also an LLC Member.

2.5 Without derogating from any of the foregoing, any timely made Contributions to a Final Specification shall be implemented by the Corporation only in the subsequent Major Specification Release.

SECTION 3. SPECIFICATION REVIEW AND NOTICE

3.1 Draft Specifications. The Technical Committee shall have the responsibility for drafting and developing Draft Specifications. At such time as the Technical Committee determines that a Draft Specification is ready for final review, the Draft Specification shall be sent to the Board for its approval.

3.2 Board Approval Process. The Board shall adhere to the following principles in relation to the Board review process of a Draft Specification:

- (a) A decision of each Board Member to approve or not approve a Draft Specification will be made either during in person (face-to-face) meeting of the Board or by email to be issued by each Board Member to the Secretary of the Board, within no later than thirty (30) days from the date such decision was made by the Board ("Due Date");

- (b) All Board Members are required to submit their voting decision for the Draft Specification by the Due Date;
- (c) A Board Member that does not submit its approval or disapproval decision by the Due Date, shall not be considered Disinterested Member of the Board for this purpose;
- (d) A decision of a Board Member not to approve the Draft Specification shall specify the reasons for its disapproval, provided such reasons shall be limited to (i) substantive technical reasons and not procedural reasons; and (ii) such reasons or claims were not handled earlier by the Technical Committee, all as shall be determined by the Chair of the Technical Committee, as applicable.
A Board Member that has provided an unjustified disapproval, as specified in this clause, shall not be considered Disinterested Member of the Board for this purpose.
- (e) Upon such approval of the Board, the Secretary shall send the complete copies of the Draft Specification to the Members for review pursuant to Section 3.3, below. The Board may, in its sole discretion, elect to conduct a technical review of any Draft Specification prior to considering the Draft Specification for approval. If the Board does not approve a Draft Specification, the Secretary will return such Draft Specification to the Technical Committee with instructions.

3.3 Draft Specifications Review by Members. For a period of sixty (60) days from the date that the Board sends a Draft Specification to the Members as specified above, the Members and their Affiliates may review the same for any Necessary Claims that may be implicated by the Draft Specification. Each Member and its Affiliates are required to review their patent portfolios for Necessary Claims. Members are advised that unless they provide a timely Licensing Objection pursuant to Section 3.4, or notice of withdrawal pursuant to Section 3.5, before the end of this sixty (60) day period, they are committing, on behalf of themselves and their Affiliates, to the Rand-Z licensing provisions of Section 4 with regard to Necessary Claims implicated by the Draft Specification, if and when the Draft Specification implicating those Necessary Claims is adopted by the Corporation as a Final Specification in accordance with this Section 3. During this sixty (60) days period, the Board may request any Member to provide their Specific Licensing Terms, drafted pursuant to Section 4.1, under which it will be obligated to license with regard to Necessary Claim implicated by the Draft Specification and any Member so requested is committed, on behalf of themselves and their Affiliates, to provide their Specific Licensing Terms to the Secretary before the end of this sixty (60) days period.

3.4 Licensing Objection. In the event that the Member in good faith believes that the implementation of Necessary Claims in the Draft Specification would require a license from that Member or any of its Affiliates, and that such Member or Affiliate is unwilling to provide a license under such Necessary Claims in accordance with Section 4 below, that Member must within the Disclosure Period in accordance with Section 2 if it is a Member participating in a Meeting or otherwise within the review period of Section 3.3 (the "**License Review Period**", as applicable) provide written notification to the Secretary of its intent not to grant licenses under such Necessary Claims ("**Licensing Objection**"). Notwithstanding the foregoing, a Member shall not have the right to submit a Licensing Objection with respect to (i) any Necessary Claims in any Contribution submitted by such Member or its Affiliate, or (ii) any Necessary Claims that were implicated in prior versions of Draft Specification currently under review (and that had been previously reviewed pursuant to this Section 3). Any such Licensing Objection will include written identification of any Necessary Claims that such Member or any of its Affiliates refuses to license hereunder. In the event that a Member properly submits a Licensing Objection within the License Review Period, such Member and its Affiliates shall not be required to grant licenses under the identified Necessary Claims. The Board shall have the discretion to implement and require a standard form

document for the submission of Licensing Objections. This Section 3.4 shall not apply to the LLC Members who shall have no right to provide a Licensing Objection.

3.5 Withdrawal. In lieu of delivering a Licensing Objection pursuant to Section 3.4, a Member who has not itself, and whose Affiliates have not, made a Contribution to the Draft Specification that is the subject of the review specified in Section 3.3 may provide notice to the Secretary of the Corporation that it terminates its membership in the Corporation pursuant to this subsection (“**Notice of Withdrawal**”) and Section 13.9 of the Bylaws if that Member determines that the Draft Specification implicates Necessary Claims which that Member or its Affiliate is unwilling to license to the other Members and their Affiliates pursuant to Section 4. A Member wishing to exercise the right to withdraw under this provision must deliver notice of withdrawal not later than the end of the License Review Period. Said notice must include written identification of any Necessary Claims that it or its Affiliates do not wish to license hereunder. The Board shall have the discretion to implement and require a standard form document for the submission of Notices of Withdrawal. This Section 3.5 shall not apply to the LLC Members who shall have no Withdrawal right.

3.6 Responding to any Licensing Objection or Notice of Withdrawal; Subsequent Draft Specification Reviews. Any and all Licensing Objections and/or Notices or Withdrawal timely received by the Secretary shall be immediately forwarded to both the Board and the Technical Committee. Upon receipt of a Licensing Objection and/or Notice of Withdrawal, the Board shall determine whether to cause either the full Technical Committee, or an ad-hoc subcommittee thereof, to review and evaluate each Licensing Objection and Notice of Withdrawal, as well as to identify alternative design options or recommendations for the applicable Draft Specification. The Technical Committee or subcommittee thereof shall deliver to the Board the results of its findings within a reasonable period of time (hereinafter referred to as the “**Licensing Objection Evaluation**”). Should the Technical Committee or ad-hoc subcommittee thereof recommend material changes to the applicable Draft Specification, then the Technical Committee shall commence the necessary modifications to such Draft Specification. Once modified, the Draft Specification review process started in Section 3.3 above shall commence again but only with respect to the modified portion of the Specification, and will be concluded within up to ten (10) days. Should the Technical Committee or ad-hoc subcommittee thereof recommend that no material changes be made to the applicable Draft Specification, then such Draft Specification shall proceed for final approval pursuant to Section 3.7 below.

3.7 Approval of Final Specifications. After completion of the Draft Specification review process stated in Sections 3.3 through 3.6 above, the Technical Committee shall submit the Draft Specification that was the subject thereof to the Board for final review. If the Board approves such Draft Specification, then the Draft Specification shall become a Final Specification in accordance with Section 5.6(c) of the Bylaws. In the event that the Board fails to approve such Draft Specification as a Final Specification, such Draft Specification shall be returned to the Technical Committee. Promptly after approval of a Draft Specification as a Final Specification, the Board shall distribute a copy thereof to all Members, together with a list of such Members who have submitted effective Licensing Objections and/or Notices or Withdrawal with respect thereto.

SECTION 4. LICENSING OF MEMBER INTELLECTUAL PROPERTY RIGHTS

4.1 Licensing Obligation of the Members. For purposes of this Section 4.1 only, “Members” shall not be deemed to include any Member that is also an LLC Member. Each of the Members acknowledges that the LLC Members and their Affiliates shall be licensing their Necessary Claims pursuant to Section 4.2 below, and the Licensing Company shall license the LLC Members and their Affiliates’ Necessary Claims to the Members and their Affiliates pursuant to this Section 4.1. Upon the Corporation’s adoption of a Final Specification pursuant to Section 3.7 above, each Member agrees to

grant, and shall cause each of its Affiliates to grant, to other Members, the LLC Members and their Affiliates under reasonable terms and conditions that are demonstrably free of any unfair discrimination, a nonexclusive, nontransferable, irrevocable (except upon breach by licensee), worldwide license (with or without compensation) under their Necessary Claims to allow such other Members, LLC Members and their Affiliates to produce, manufacture (whether by itself or through subcontractors), import, offer to sell, lease, sell and otherwise distribute Compliant Portions, provided that such agreement to license shall not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion. Such reasonable and nondiscriminatory terms may include reasonable and nondiscriminatory defensive suspension or termination provisions, and completion of the applicable CTS Process as a condition to the grant of the above license. The Licensing Company or any of the LLC Members, as applicable, may revoke the license at any time upon failure to comply with the foregoing applicable CTS Process. To the extent Specific Licensing Terms were required to be disclosed to the Corporation pursuant to Section 2.4 or Section 3.3, the applicable Member agrees to grant the above license under the Specific Licensing Terms disclosed to the Corporation. Notwithstanding the foregoing, the license terms that shall apply on a Member in breach of its disclosure obligations as set forth in Section 2.3, or who did not provide a timely Licensing Objection pursuant to Section 3.4, or Notice of Withdrawal pursuant to Section 3.5 shall be Rand-Z. The provisions of this Section 4.1 shall not apply to any agreement entered into by a Member or any of its Affiliates prior to the commencement of such Member's membership in the Corporation, so long as such agreement was not entered into solely for the purpose of circumventing such Member's or any of its Affiliates' obligations under this Intellectual Property Rights Policy.

4.2 Licensing Obligation of the LLC Members. Upon the Corporation's adoption of a Final Specification pursuant to Section 3.7 above and subject to successful completion of the CTS Process by the applicable Members and their Affiliates as a mandatory precondition to any grant of license by the Licensing Company, each LLC Member agrees to grant, and shall cause each of its Affiliates to grant, to the Licensing Company under reasonable terms and conditions that are demonstrably free of any unfair discrimination, a nonexclusive, nontransferable, irrevocable (except upon breach by licensee), fully-sublicensable, worldwide license (with or without compensation) under their Necessary Claims to allow the Licensing Company to sublicense such Necessary Claims to other Members and their Affiliates to allow them to produce, manufacture (whether by itself or through subcontractors), import, offer to sell, lease, sell and otherwise distribute Compliant Portions, provided that such agreement to license shall not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion. Such reasonable and nondiscriminatory terms may include reasonable and nondiscriminatory defensive suspension or termination provisions which shall include *inter-alia* as a condition to the grant of the above license, completion of the applicable CTS Process. Each LLC Member may revoke the license at any time upon failure to comply with the foregoing CTS Process. The provisions of this Section 4.2 shall not apply to any agreement entered into by a Member or any of its Affiliates prior to the commencement of such Member's membership in the Corporation, so long as such agreement was not entered into solely for the purpose of circumventing such Member's or any of its Affiliates' obligations under this Intellectual Property Rights Policy.

4.2 No Attempt to Circumvent. Each Member further represents and warrants and agrees, on behalf of itself and its Affiliates, that it has not and will not, and that its Affiliates have not and will not, intentionally transfer or otherwise encumber its patents that reasonably may contain Necessary Claims or patent applications that reasonably may support Necessary Claims for the purpose of circumventing the obligation to grant licenses contained in this Intellectual Property Rights Policy.

4.3 Reference Examples and Sample Code. A Final Specification may include implementation or reference examples but such implementation or reference examples shall not be subject

to the patent license in Section 3 of this Intellectual Property Rights Policy unless they are specifically identified within the Final Specification as being licensed. A Final Specification may also include source or object code and design templates, provided that any such source code and design templates shall only be considered part of the Final Specification for purposes of the copyright licenses set forth in Section 9.2.

SECTION 5. RECIPROCITY

The provisions of Section 4 concerning the obligation of a Member and its Affiliates to grant patent licenses shall not be effective as to any other Member and its Affiliates if that other Member or its Affiliates do not, in fact and practice, make available patent license pursuant to Section 4 to such Member and its Affiliates. In the case of the Licensing Company, the foregoing obligation to grant patent licenses to other Members and their Affiliates shall not be effective as to any other Member and its Affiliates if that other Member or its Affiliates do not, in fact and practice, make available patent licenses pursuant to Section 4 to the LLC Members. This Section 5 shall in no way affect an LLC Member's obligation to grant patent licenses to the Licensing Company in compliance with Section 4.2.

SECTION 6. RETENTION OF RIGHTS

Nothing contained in this Intellectual Property Rights Policy shall be deemed as requiring a Member or its Affiliates to grant or withhold any license or sublicense of an individual Member's or Affiliate's patents containing Necessary Claims to non-Members on such terms as the Member or its Affiliates may determine.

SECTION 7. NO OTHER LICENSE

The Members agree no license, immunity or other right is granted under this Intellectual Property Rights Policy by any Member or its Affiliates to any other Members or their Affiliates or to the Corporation, either directly or by implication, estoppel or otherwise, other than the agreements to grant licenses expressly set forth herein.

SECTION 8. TRANSFER OF NECESSARY CLAIMS

In the event a Member or any of its Affiliates assigns or transfers a patent or published patent application containing, or consisting of, Necessary Claims the Member, agrees that it and its Affiliates will exercise reasonable efforts to notify the assignee or transferee that such patents or published patent applications may be subject to the licensing provisions of Section 4 above and the survival provisions of Section 11 below. It is the express intent of this Intellectual Property Rights Policy that the obligation to license Necessary Claims contained in Section 4 be a covenant that runs with each Necessary Claim and binds direct and indirect transferees of each Necessary Claim.

SECTION 9. COPYRIGHTS

9.1. To the Corporation. Each Member grants, and shall cause each of its Affiliates to grant, the Corporation a worldwide, irrevocable, nonexclusive, nontransferable copyright license to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform the Contributions of the granting Member and its Affiliates solely for the purposes of developing, publishing and distributing Final Specifications and related materials.

9.2. From the Corporation. As to any Final Specifications adopted by the Corporation prior to or during a Member's membership in the Corporation, or other copyrighted materials of the

Corporation, the Corporation grants each Member and its Affiliates a worldwide, irrevocable (except for breach), nonexclusive, nonsublicensable (except as set forth herein), nontransferable copyright license to, internally (within the Member company, its Affiliates and, subject to sublicense agreement containing a restricted use and nondisclosure clause consistent with this Intellectual Property Rights Policy, third party contractors of Member) reproduce, distribute, perform, create derivative works of and display such Final Specifications and other copyrighted materials of the Corporation, solely for the purposes of developing products based upon such Final Specification, procuring products based upon such Final Specifications, or designing, developing or implementing internal systems and processes based upon such Final Specifications. For the avoidance of doubt, the Corporation shall own and control any derivative works created by a Member or any of its Affiliates pursuant to the rights granted by this Section 8.2; the Corporation has no obligation to license any such derivative works to the Members and their Affiliates and has no obligation to incorporate any such derivative works into any Final Specifications.

SECTION 10. TRADEMARKS

In the event that the Corporation proposes to adopt any other name or logo as a trademark or trade name (collectively, “**Trademarks**”), the Corporation shall notify the Members in writing of the proposal. The Corporation shall take such steps as the Board deems necessary and proper to protect its rights under such Trademarks adopted for use by the Corporation. In furtherance thereof, the Board shall establish and disseminate reasonable conditions and procedures for the licensing and use of such Trademarks, demonstrably free of any unfair discrimination among the Members and their Affiliates.

SECTION 11. SURVIVAL OF AGREEMENT TO GRANT LICENSE

Notwithstanding a Member or its Affiliate’s transfer of Necessary Claims pursuant to Section 7, the dissolution of the Corporation or a Member’s termination or nonrenewal of its membership in the Corporation, a Member’s agreement to grant, and to cause its Affiliates to grant, patent licenses as provided in Section 4 and Section 5 shall remain in full force and effect for: (a) any Necessary Claim relating to a Contribution made to a later adopted Final Specification; (b) any Necessary Claim to a Final Specification adopted before the effective date of the transfer of the Necessary Claims, dissolution of the Corporation or the effective date of a Member’s termination or nonrenewal of its membership; and (c) any Necessary Claims to a Final Specification adopted after the effective date of the transfer of such Necessary Claims or Member’s termination or nonrenewal of its membership, but only to the extent such Necessary Claims also read on Final Specifications covered by the immediately preceding clauses (a) and (b), provided that the subject matter licensed under such new Final Specification is used in a substantially similar manner and to a substantially similar extent with a substantially similar result as the subject matter under the prior Final Specification for which the Member and its Affiliates are obligated to grant licenses. A withdrawn Member and its Affiliates shall remain entitled to reciprocity pursuant to Section 4 so long as that withdrawn Member and its Affiliates remain obligated to license any Necessary Claims under this Section 10. This agreement to the survival of reciprocal licensing shall extend to all Members and their Affiliates, including those Members who become Members after the effective date of a departing Member’s termination, withdrawal or expiration of membership.

SECTION 12. NO RIGHTS TO MEMBERS’ MARKS

No Member, solely by virtue of this Intellectual Rights Policy, obtains any rights to use the trade name, trademark, service mark, symbol, or logo of any other Member or any of its Affiliates.

SECTION 13. RIGHT TO MAKE VOLUNTARY DISCLOSURES OF NECESSARY CLAIMS

Nothing in this Intellectual Property Rights Policy shall be construed as prohibiting Members from voluntarily disclosing the presence of Necessary Claims of the Member or its Affiliates that may be found in Draft Specifications or Final Specifications. Such disclosure shall not, however, be deemed as a waiver of a Member's rights under Section 3 above.

SECTION 14. OBLIGATION OF GOOD FAITH

The Members acknowledge and agree that the obligations of this Intellectual Property Rights Policy shall be governed by the principles of good faith and fair dealing. The obligation upon Members and their Affiliates to deal with each other fairly and in good faith shall be an independent and separately enforceable obligation of Members and their Affiliates that supplements each obligation Members and their Affiliates assume under this Intellectual Property Rights Policy. The Members acknowledge and agree that the activities of the LLC Members pursuant to Section 4.2 above comply with this Section 14.

Appendix A – Necessary Claims Notice

This notice is made on _____ **[Please insert date]** by _____, **[Please insert Name]** representative of _____, **[Please insert Member's name]**, a Member of the Corporation.

In accordance with the Corporation Intellectual Property Rights Policy, I hereby inform the Corporation that the undersigned is Aware, signing on behalf of the Member, that the following patents or published patent applications are, or likely to become, Necessary Claims in relation to a Draft Specification # _____ **[Please insert identification number]** or Final Specification # _____ **[Please insert identification number]**:

Member	Title	Country	Application #	Patent #	Specification reference	Countries Applicable

By:

Name:

Title:

Date:

* Capitalized terms used but not defined herein shall have the meanings given to them in the HDBaseT Alliance Intellectual Property Rights Policy.