

# THE MIPI MEMBERSHIP AGREEMENT

## (Amended and Restated, Effective November 1, 2006)

This Agreement (the “Agreement”) is effective as of the date it is executed by MIPI Alliance, Inc., a Delaware nonstock corporation (the “Corporation”) and the undersigned entity (“Member”). Member agrees to be a member of the Corporation in accordance with the following terms and conditions.

### Agreement

1. **Definitions:** Terms used in this Agreement, without definition, have the same meaning as when the same terms are used in the Bylaws. In the event of a conflict as to the meaning of any term used in this Agreement and its meaning as used in the Bylaws, the meaning in this Agreement shall have precedence:

1.1 **“Accessory”** means an accessory to a Mobile Terminal that provides functional enhancements to the core functionality of the Mobile Terminal and that is primarily designed, developed, and marketed for use with a Mobile Terminal.

1.2 **“Bylaws”** means the Corporation’s bylaws, as may be amended from time to time.

1.3 **“Compliant Portions”** means only those specific portions of products (hardware, software or combinations thereof) that: (i) both implement and are compliant with the relevant portions of the MIPI Specification, (ii) are qualified pursuant to the MIPI qualification process (if available), (iii) meet the requirements set forth in any compliance requirements set forth by the Corporation, applied to all Members on a nondiscriminatory basis, and (iv) are within the bounds of the Scope of IPR (defined below).

1.4 **“Contribution”** means (a) any proposal (written, oral, electronic or otherwise) offered by a Member to a Working Group or the Board for consideration for inclusion as part of a Specification; and (b) any expression in tangible form, written, electronic or otherwise, offered, made or transmitted by a Member to a Working Group or the Board. An oral proposal shall be a Contribution if it is submitted in the course of a Working Group or Board meeting, captured in the meeting minutes and not objected to in writing by the submitter within seven days after such minutes are mailed or otherwise transmitted to the submitter.

1.5 **“Interface”** means the protocols, signaling characteristics, commands, clocking signals, register models, application program interfaces and data structures to the extent they enable interoperation, interconnection or communication between integrated circuits (even if located on the same die).

1.6 **“Mobile Terminal”** means a mobile or handheld device that incorporates as a standard function wireless voice communication capability according to a

telecommunications standard adopted either by the International Telecommunication Union (ITU) or other SDO as agreed by Unanimous (as defined in the Bylaws) consent of the Board.

1.7. **“Necessary Claims”** mean those claims of all patents and patent applications, other than design patents and design registrations, throughout the world which (i) a Member or its Affiliates has the right, at any time during the term of this Agreement, to grant licenses of the nature granted or 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 to employees within the scope of their employment); (ii) are within the Scope of IPR; and (iii) are necessarily infringed by an implementation of a MIPI Specification, wherein such infringement could not have been avoided by another commercially reasonable non-infringing implementation of such MIPI Specification. Necessary Claims do not include (i) any claims other than those set forth above even if contained in the same patent as Necessary Claims, or (ii) any claims that read on any implementation of the Specification to the extent that such implementation is not within the bounds of the MIPI Specification.

1.8 **“Scope of IPR”** means Interfaces, solely to the extent disclosed with particularity in a MIPI Specification, where the purpose and sole licensed (under this agreement) use of such disclosure is to define, implement, and utilize an interface that enables interoperation, interconnection or communication in accordance with a MIPI Specification. Notwithstanding the foregoing, the Scope of IPR shall not include (i) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a MIPI Specification, but are not themselves expressly set forth in a MIPI Specification; (ii) semiconductor manufacturing technology, DSP architecture, processor architecture/microarchitecture, wireless communication technology, compiler technology, integrated circuit packaging technology, security technology, internal architectures of integrated circuits, applications which run on integrated circuits, audio coding technology, video coding technology or basic operating system technology; (iii) SDO Standards, whether in whole or significant part, not developed by or for the Corporation, but referred to or incorporated in a MIPI Specification, or (iv) any portions of any product and any combination except for that portion or portions which are required solely in order to achieve an interface that is compliant with a MIPI specification; (v) any methods or processes practiced, in whole or in part, over an Interface that are not expressly set forth in a MIPI Specification.

1.9. **SDO Standards** shall mean a standard, developed by a broadly recognized organization where the standard development process is open to any person wishing to join, and available for licensing to any person, regardless of whether such person is a member or not, on RAND terms, which may be either with or without compensation. Notwithstanding the foregoing, any other standard or adopted/ratified specification developed by another type of organization may be deemed to be an SDO Standard on a case-by-case basis with the Unanimous (as defined in the Bylaws) consent of the Board of Directors. SDO Standards include, but are not limited to, standards and adopted/ratified specifications developed by those organizations listed in Exhibit A.

1.10. **“Specification”** by itself means any MIPI Specification, Draft Specification, or Voting Draft (each as defined in the Bylaws).

## 2. **Member Benefits and Responsibilities**

2.1. **Support for the MIPI Mission.** During the term of its membership in the Corporation, Member plans to support the design, development, and application of hardware or software products that will implement and comply with any MIPI Specification adopted and released by the Board in accordance with this Agreement and the Bylaws. Member shall reasonably cooperate with Corporation to develop material for the purpose of creating materials or specifications that can be widely used to promote faster and broader adoption of multi-media enhanced mobile devices. Member is not required to make or to offer any Contribution, nor is Member guaranteed that its Contribution will be incorporated into any material or MIPI Specification. Nothing in this Section or in this Agreement shall obligate a Member to manufacture or use products complying with a MIPI Specification or preclude the use of alternate or competing specifications.

2.2. **Member Benefits.** Member shall be entitled to the benefits provided by this Agreement and the Bylaws. Each Member shall be entitled to receive materials disseminated to all the Members by the Corporation, to access web pages developed and maintained by the Corporation for use by all Members, and to all other benefits of membership as may be determined from time to time by the Corporation or as specified in the Bylaws. Notwithstanding the foregoing, it is understood that Adopters have less access to Draft MIPI Specifications and Voting Drafts than do other Members and may not attend Member Meetings except as set forth in the Bylaws.

2.3. **Use of Name.** Member may publicly disclose that it is a Member of the Corporation. However, Member may not identify any product or service as being sanctioned by, sponsored by or associated with the Corporation, or compliant with a MIPI Specification, unless in accordance with policies and procedures which may be established by the Corporation. The Corporation shall have the right to include any Member’s name in any lists of Members published by the Corporation and to announce that the Member has joined the Corporation.

2.4. **Affiliates.** Member acknowledges and agrees that it and its Affiliates shall be treated for all purposes as one Member. Member also acknowledges and agrees that Section 3 binds the Member and its Affiliates in accordance with its terms.

2.5. **Bylaws.** Member acknowledges and agrees that it has had adequate opportunity to review and obtain independent legal advice regarding the Bylaws, and hereby agrees to abide by the terms and conditions of the Bylaws.

2.6. **Dues and Other Fees.** Each Member shall pay dues, fees and other assessments, as established from time to time by the Corporation.

2.7. **Expenses.** Each Member shall bear its own costs and expenses incurred in connection with its membership in the Corporation, such as travel, employee compensation, and incidental expenses.

### 3. **Intellectual Property.**

#### 3.1. **Patent Licenses.**

a. **Compliant Portion** (part of a Mobile Terminal):

For each MIPI specification heretofore and hereafter adopted by the Corporation, subject to Sections 5.2 and 5.3, Member hereby grants and agrees to grant all other Members a worldwide, non-exclusive, non-sublicensable, non-transferable (except as provided in Section 7.10), license, without compensation other than the provisions of this Membership Agreement, under the granting Member's Necessary Claims to make, have made, use, import, offer to sell, lease, sell, promote and otherwise distribute Compliant Portions in a Mobile Terminal, Accessory or in a component that is primarily designed, developed, optimized and marketed for use within a Mobile Terminal or Accessory.

b. **Compliant Portion** (not part of a Mobile Terminal):

For each MIPI specification heretofore and hereafter adopted by the Corporation, subject to Sections 5.2 and 5.3, Member hereby agrees to grant all other Members a worldwide, non-exclusive, non-sublicensable, non-transferable (except as provided in Section 7.10), license under the granting Members' Necessary Claims under terms and conditions that are reasonable and nondiscriminatory, to make, have made, use, import, offer to sell, lease, sell, promote and otherwise distribute Compliant Portions if the Compliant Portions are not part of a Mobile Terminal, Accessory or component that is primarily designed, developed, optimized and marketed for use in a Mobile Terminal or Accessory.

c. **Exclusion.** Notwithstanding the foregoing provisions, any grant of license or agreement to license provided for hereinabove, shall not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself a Compliant Portion, and further provided that no license, either implied or explicit, shall extend to a non-Member.

d. **Reciprocity.** The license provisions concerning the grant of patent licenses as provided in this Section 3.1 shall be subject to a reciprocity requirement so that the undersigned Member's commitment to grant patent licenses shall not be effective as to any other Member which does not make all of the patent licenses provided for in this Membership Agreement available to the undersigned Member so long as the undersigned Member remains a Member.

The Corporation shall require that each Member of the Corporation sign a Membership Agreement granting and agreeing to grant Member the licenses hereinabove provided for under their Necessary Claims.

**e. Circumvention or Transfer.** Member agrees that it has not transferred and will not transfer any patent having Necessary Claims solely for the purpose of circumventing this Section 3.1. In addition, Member agrees that any transfers by Member to a third party of a patent having Necessary Claims shall be subject to (i) the terms and conditions of this Agreement, and (ii) the agreement that the third party shall grant licenses under said Necessary Claims to other Members and their Affiliates pursuant to the terms of this Agreement in like manner and to the same extent as the third party would be required to do if it were a Member who had withdrawn as such on the date of the transfer to it of the patent having Necessary Claims. A transfer of ownership in a business entity which owns or has the right to license a patent having Necessary Claims shall be considered a transfer of such patent.

**f. Suit.** In the event that a Member, other than a Member who has Necessary Claims or is a Founder files suit against another Member for patent infringement arising from the other Member's manufacture, use or sale of products that implement a MIPI Specification, and such suit is not defensive based on a patent infringement claim or suit by such other member, or if a suit from any Member is asserting Withdrawn Claims (as defined in Article X of the Bylaws) against a Compliant Portion, then the Member that has been sued shall have the unilateral right to change the license grant set forth in Section 3.1 (a) or (b) above under its Necessary Claims, if any, from a license without compensation to a license on terms and conditions that are reasonable and nondiscriminatory, with respect to the suing Member and be able to collect such royalty retroactively commencing on the date that the suing Member is alleging the other Member commenced the infringement which is the basis of the suit.

### 3.2 Copyright Licenses.

a. Each Member hereby grants to each of the other Members who participate in a Working Group of Corporation and to the Corporation, without compensation other than the provisions of this Membership Agreement, a non-exclusive, non-transferable, worldwide, sublicensable as to the Corporation, license under its copyrights in its Contributions to reproduce, distribute, display, perform and create derivative works for the purposes of developing or implementing any Specifications, or reproducing or distributing any documents or writings published or authorized for publication by the Board or a Working Group.

b. The copyright in all Contributions by a contributing Member that have been submitted for inclusion in any MIPI Specification shall be licensed by the contributing Member to all Members for MIPI Specifications in which the Contributions become included, even if such Member has withdrawn or been terminated as a Member. Corporation has no obligation to include any Contributions into the Specifications.

c. Upon the release of a MIPI Specification that has been finally adopted pursuant to the Bylaws, the Corporation grants and agrees to grant Member a worldwide, non-exclusive, non-transferable, royalty-free copyright license to reproduce and create derivative works of the MIPI Specification and distribute MIPI Specification(s) as part of Member's product for the purpose of developing and selling products complying with the MIPI Specification(s). No license is granted for distributing or displaying any Specification to a non-Member except to Member's contractor with whom the Member has contracted, or is negotiating in good faith to contract, for the purpose of providing services or manufacturing products complying with the MIPI Specification(s) for Member or as explicitly otherwise set out above.

d. **Copyright Notices.** Any publication of the Specification(s) shall contain an appropriate copyright notice as determined by the Board from time to time. Additionally, public references to the MIPI Specification(s) shall attribute authorship to the Corporation to the extent appropriate and practical.

### 3.3 Trademarks.

a. MIPI. Subject to Member's compliance with the terms of this Membership Agreement, the Corporation grants each Member, without compensation other than the provisions of this Membership Agreement, a worldwide, non-exclusive, non-transferable (except as provided in Section 7.10) right, without the right to sublicense (except to third parties that are distributing and selling Member's products incorporating Compliant Portions), to use the MIPI trademark or logo, together with any other name(s) or logo(s) adopted pursuant to Section 3.3(b) (the "Licensed Mark") solely in conjunction with the marketing, selling and distribution of the Member's products incorporating

Compliant Portions. Rights include the right to extend the Trademark License to allow third party or joint venture partners ("Third Parties") to perform work on behalf of Member as long as in either case the parties are operating under Member's control and supervision

Each Member hereby agrees that when referring to the Compliant Portion all such references will be in accordance with the terms and conditions of this Agreement and with the trademark usage guidelines, which may be promulgated from time to time by the Corporation. In the event of a conflict between the trademark usage guidelines and this Agreement, the provisions of this Agreement shall prevail. Each Member agrees that it shall not use the Licensed Mark in a manner that derogates from the Corporation's rights in the Licensed Mark, either during the term of this Agreement or thereafter. Each Member agrees that all use of the Licensed Mark will inure solely to the benefit of the Corporation. Members may not use the Licensed Mark in any way as an endorsement or sponsorship of its products by Corporation.

- i. **Attribution.** On all items, including, without limitation, all products, packaging, technical documentation, brochures, advertisements, press releases, promotions, and other marketing materials, bearing or using the Licensed Mark, each Member will include such legend as the Corporation may direct from time to time and, absent any other direction, each Member will include the following legend appearing on the item:

“MIPI is a licensed trademark of MIPI, Inc. in the U.S. and other jurisdictions.”

- ii. **Quality.** Each Member agrees to use reasonable efforts to maintain the quality of such Member's products incorporating Compliant Portions used in conjunction with Licensed Mark at a level that meets or exceeds industry standards and is at least commensurate with the quality of similar products previously distributed by the Member, if any.

b. **Preservation of MIPI Trademarks.** Member shall not intentionally perform or participate in, or actively assist any other person to perform or participate in, any activities that have or is likely to have an adverse effect on the goodwill in or value of the MIPI Trademark(s), or prejudice Corporation's rights in the MIPI Trademark(s). Member may not alter the MIPI Trademark(s) in any way without the prior written approval of Corporation. Any additional trademark rights created through Member's use of the MIPI Trademark(s) shall be owned by Corporation and included in the license grant herein.

c. **No Obligation.** Notwithstanding any provision of this License, Member is not obligated to use any of the MIPI Trademark(s) on any product, advertising, or in any other manner. Member is not and shall not be obligated to refer to Corporation or publicize Member's membership therein in connection with use of the MIPI

Trademark(s), except as stated in the trademark usage guidelines promulgated by the Corporation.

**d. Covenants of Member.**

1. Member acknowledges that Corporation has any and all rights to the MIPI Trademark(s) and that except for the license rights expressly set forth in this License, Member shall have no interest or right to MIPI Trademark(s). Member shall use the MIPI Trademark(s) only in relation to MIPI-compliant products and services, and shall use good faith efforts to avoid using the MIPI Trademark(s) in any manner likely to deceive or cause confusion in trade or jeopardize the exclusiveness or distinctiveness of the MIPI Trademark(s),
  2. Member is responsible for compliance with all relevant statutes, regulations and other binding provisions, affecting the MIPI-compliant product(s) or services for which noncompliance would expose Corporation to a third party claim or governmental claim. Without Corporation's prior written consent, Member may not use the MIPI Trademark(s) in conjunction with any device, character, word, name, imagery, symbol or other feature so as to create a composite trademark,
  3. Member shall not engage in any conduct, or make any representation, which may suggest that Corporation is the provider of the MIPI-compliant product or MIPI service, that the Member is for any purposes the agent of Corporation, or that the Member promotes or supplies any of the MIPI-compliant products or MIPI services on behalf of Corporation, and
  4. Member shall not in any way incur any obligations on behalf of Corporation or make any representations or warranties on behalf of Corporation.
- e. Member acknowledges and agrees that Corporation is not responsible for ensuring compliance by the Member with any license terms under this Agreement;
- f. **Disclaimer of Warranties.** ALL WARRANTIES WHICH WOULD OTHERWISE BE IMPLIED INTO THIS LICENSE ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW AND THE MEMBER RELIES UPON ITS OWN INQUIRIES AND INVESTIGATIONS IN RELATION TO THE MIPI TRADEMARK(S) AND THIS LICENSE.
- g. **RIGHTS OF CORPORATION.**
1. Corporation may add, delete or change any MIPI Trademark(s) so long as such addition, deletion or change has been approved by Corporation in accordance with the provisions of its Bylaws.



2. Corporation may require that Member cease using or limit its use of the MIPI Trademark(s) if:
  - a. an allegation or claim is made by a third person that the use of a MIPI Trademark in accordance with this license infringes the rights of a third person and Corporation decides to cease using such MIPI Trademark; or
  - b. an allegation or claim is made by a third person that the use of a MIPI Trademark in accordance with this license is misleading or deceptive; or
  - c. the Member's use of a MIPI Trademark causes or is likely to cause irreparable damage of the goodwill, value or reputation associated with such MIPI Trademark or any business of Corporation; or
  - d. Corporation has deleted or changed any MIPI Trademark(s) in accordance with the provisions of the Bylaws, provided that Corporation notifies the Member of the fact as set forth above in (a), (b) or (c) which notice shall contain particulars of such allegation, claim or use and give Member a reasonable amount of time to discontinue such use. The notice shall also set forth whether use by the Member should cease or be limited; and, in the case of limited use, shall set forth such limitations.
3. Upon receipt by the Member of a notice as defined in the paragraph above and the expiration of a reasonable notice period, the Member shall cease or limit, as the case may be, using each notified MIPI Trademark(s) and shall not supply any MIPI-compliant products or services under, or by reference to a notified MIPI Trademark. In addition, such Member shall use reasonable efforts to remove or obliterate each notified MIPI Trademark(s) from any MIPI-compliant product, service or material in such Member's possession, or under its control. The notified MIPI Trademark(s) shall cease to be a MIPI Trademark hereunder.

3.4. **Extension to Affiliates.** The licenses granted under this Section 3 shall also extend to the Member's Affiliates in existence during the term of this Agreement and such Affiliates shall be bound by the terms and conditions of this Agreement. Necessary Claims of Affiliates are included in the Necessary Claims licensed under this Section 3. The extension of license rights granted hereunder to a Member's Affiliate shall apply only during the time period when the Member's Affiliate meets all requirements of an Affiliate as described in Section 2.4 hereof, and the rights extended by the Affiliate to the other Members of the Corporation remain in effect. If at any time, a third party Affiliate of a Member ceases to meet all the requirements of an Affiliate, the third party may join as an Adopter in the Corporation upon signing the applicable agreement and paying the associated dues. Breach by an Affiliate of the terms and conditions of a license granted in or pursuant to Section 3 constitutes a breach by Member. Termination of this License shall be effective with respect to all such Affiliates, subcontractors and third parties and any license shall automatically terminate in respect of an Affiliate ceasing to be Affiliate.

3.5. **No Implied Licenses.** Except as expressly provided in this Agreement, no other rights are granted or agreed to be granted by the Corporation or its Members hereunder by implication, estoppel or otherwise. All rights not expressly granted by the Corporation or a Member are reserved to the Corporation and the Member, respectively. Nothing in this Agreement shall be deemed as requiring a Member to grant or withhold a non-exclusive license or sublicense of an individual Member's patents containing Necessary Claims to non-Members on whatever terms as the Member may determine or agree.

3.6. **Enforcement of Intellectual Property Rights.**

a. Subject to the licenses granted herein, each party hereto retains all right to its intellectual property, including the right to enforce such intellectual property rights.

b. The Corporation shall have the primary responsibility for enforcing any intellectual property rights of the Corporation and shall have the right to enforce compliance with the terms of Membership Agreements by Members upon notice to the other Members.

c. Upon notice to the Corporation, a Member may seek to enforce a Member's compliance with the Intellectual Property Rights section of the Membership Agreement. Other Members may, at their discretion, join in or provide reasonable assistance in the prosecution of such suit.

4. **Confidentiality.**

4.1. **Confidential Information.** Each Member will maintain the confidential information of the other Members and the Corporation, including but not limited to the Specification(s), (the "Confidential Information"), in confidence and with at least the same degree of care that it uses to protect its own confidential and proprietary information, but not less than a reasonable degree of care under the circumstances. Each Member will neither disclose nor copy the Specification(s) except as necessary for its employees and contractors (under a comparable obligation of confidentiality) with a need to know for the purpose of developing products compliant with the Specification(s). Any copies which contain Confidential Information will be marked "confidential," "proprietary" or with a similar legend. Unless the Board determines otherwise, this obligation of confidentiality will expire 3 years from the date of disclosure of such information hereunder. Confidential Information shall not include any information that is:

a. in the public domain other than by the recipient's breach of duty;

b. rightfully received from a third party without any obligation of confidentiality;

- c. rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party;
- d. independently developed by employees of the recipient without breach of the terms of this Agreement; or
- e. disclosed as required by law to comply with applicable laws or regulations, or with a valid order of a court or other governmental body of the United States, but only to the extent and for the purposes of such required disclosure and provided that the party required to make such disclosure takes all reasonable actions to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure and to inform the owner of such confidential information of its obligation prior to disclosure.

4.2. The obligations of this Section 4 shall survive termination of this Agreement.

4.3. **Residuals.** Any Member shall be free to use the Residuals of Confidential Information for any purpose including use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term “Residuals” means that Confidential Information in non-tangible form that may be retained in the unaided memories of individuals who have had rightful access to such Confidential Information under this Agreement. It is understood that receipt of Confidential Information under this Agreement shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of a Member within the Member’s organization. However, this Section 4.3 shall not be deemed to grant to any party a license under any other party’s copyrights, mask works or patents.

4.4. **Independent Development.** This Agreement and the terms of confidentiality hereunder shall not be construed to limit any Member’s right to independently develop or acquire products or technology, including similar or competing products or technology, without the use of another Member’s Confidential Information, without breach of the terms of this Agreement.

## 5. **Term; Withdrawal and Termination of Member Status.**

5.1. **Term.** Unless terminated as provided herein and except as otherwise provided herein or in the Bylaws, the provisions of this Agreement shall remain in full force and effect as to a Member, renewing annually upon such Member’s payment of dues.

5.2. **Withdrawal by Member.** A Member may withdraw as provided for in the Bylaws. After the Effective Date of Withdrawal, the Member shall not be subject to any agreement to grant a license of its Necessary Claims, except as provided in Section 5.2.a and Section 5.2.b.

a. **Survival of Agreement to Grant License if a Member Withdraws.**

Notwithstanding a Member's withdrawal, such member's license grants and agreement to grant a license as provided in Section 3 shall remain in full force and effect: (i) for a MIPI Specification as to which the Board gave notice of its approval before the Effective Date of the Withdrawal ("Pre-withdrawal Committed Specifications"); (ii) for any Necessary Claim to such withdrawing Member's Contributions incorporated in any later adopted MIPI Specification; and (iii) for Necessary Claims relating to any MIPI Specification approved after the Effective Date of Withdrawal that are used in a substantially similar manner and to a substantially similar extent with a substantially similar result as the Necessary Claims were used in a prior Specification for which the Withdrawing Member is obligated to grant licenses. Such license and agreements to grant licenses shall extend to all Members of the Corporation, including Members who become Members after the Effective Date of Withdrawal applicable to the withdrawing Member. Additionally, the licenses granted to the withdrawing Member prior to the Effective Date of Withdrawal shall remain in full force and effect for such Member's products or product components that comply with relevant portions of the Pre-withdrawal Committed Specifications. To the extent the withdrawing Member exercises its Necessary Claims by filing a suit against a Member for patent infringement arising from the Member's manufacture, use or sale of products that implement a MIPI Specification, then the Member that has been sued shall have the unilateral right to change the license grant set forth in Section 3.1 (a) or (b) above under its Necessary Claims, if any, from a license without compensation to a license on terms and conditions which are reasonable and nondiscriminatory with respect to the suing withdrawing Member and be able to collect compensation retroactively commencing on the date that the withdrawing Member is alleging the other Member commenced the infringement which is the basis of the suit or, alternatively, to terminate the license granted to the withdrawing Member under the Member's Necessary Claims at its sole discretion.

b. **Notice.** A withdrawing Member must identify in its Withdrawal Notice, with reasonable specificity, any Necessary Claims that it has with regard to any yet un-adopted revision or proposed update to any Specification being considered at the time of withdrawal or to any Specification in existence at the time of such Withdrawal Notice if such withdrawing Member contends that such Necessary Claim should not be licensed in accordance with the provisions of this Agreement. Any Necessary Claim not set forth in the Withdrawal Notice will be licensed in accordance with the terms of Section 5.2(a). A contention that any Necessary Claim need not be licensed as aforesaid is not conclusive and is not binding on the Corporation or any Member.

5.3. **Termination of Member by Corporation.** The Corporation may terminate for cause any Member's status as a Member and such Member's rights under this Agreement on written notice, if the Member breaches its obligations under this Agreement or under the Bylaws, provided that the Member has been provided written notice and time to cure

as set forth in the Bylaws. If such Member fails to cure the breach within the time period set forth in the Bylaws, such Member's status as a Member and such Member's rights under this Agreement shall terminate as set forth in the Bylaws. The date of termination in accordance with the immediately preceding sentence is referred to herein as the "Effective Date of Termination." The Member shall be obligated to pay dues, assessments, or fees that accrued prior to the Effective Date of Termination. After the Effective Date of Termination, the terminated Member shall not be subject to any agreement to grant a license of its Necessary Claims, except as provided in sections 5.3.a and 5.3.b.

a. **Survival of Agreement to Grant License if Corporation Terminates Member.** Notwithstanding the Corporation's termination of the Member, the terminated Member's licenses and agreement to grant licenses as provided in Section 3 shall remain in full force and effect: (i) for MIPI Specifications for which the Board gave notice of approval before the effective date the Adopter Member was terminated ("Pre-termination Committed Specifications"); (ii) any Necessary Claim to such terminated Member's Contributions incorporated in any later adopted MIPI Specification; and (iii) for Necessary Claims relating to any MIPI Specification approved after the Effective Date of Termination that are used in a substantially similar manner and to a substantially similar extent with a substantially similar result as the Necessary Claims were used in a prior Specification for which the terminated Member is obligated to grant licenses. Such licenses and agreement to grant licenses shall extend to all Members of the Corporation, including members who become Members after the Effective Date of Termination applicable to the terminated Member. Additionally, the licenses granted to the terminated Member shall remain in full force and effect for such Member's products or product components that comply with the relevant portions of the Pre-withdrawal Committed Specifications. To the extent the terminated Member exercises its Necessary Claims by filing a suit against a Member for patent infringement arising from the Member's manufacture, use or sale of products that implement a MIPI Specification, then the Member that has been sued shall have the unilateral right to change the license grant set forth in Section 3.1 (a) or (b) above under its Necessary Claims, if any, from a royalty-free license to a royalty bearing license with respect to the suing terminated Member and be able to collect such royalty retroactively commencing on the date that the terminated Member is alleging the other Member commenced the infringement which is the basis of the suit or, alternatively, to terminate the license granted to the terminated Member under the Member's Necessary Claims at its sole discretion.

b. **Notice.** Upon receiving the Termination Notice, a terminated Member must identify in a notice to the Corporation, to be delivered to the Secretary of the Corporation within thirty (30) days of such terminated Member's receipt of the Termination Notice, with reasonable specificity, any Contribution it has made or any Necessary Claims that it has with regard to any as yet unadopted revision or proposed update to the Specification being considered as of the Effective Date of

Termination or to any Specification in existence on the Effective Date of Termination.. Any Contribution or Necessary Claim not specified in such terminated Member's notice to the Corporation will be licensed in accordance with the provisions of Section 5.3(a), which Section shall also govern the terminated Member's licensing obligations as to identified Contributions and Necessary Claims. .

5.4. **Termination Upon Dissolution.** This Agreement shall immediately terminate upon the dissolution of the Corporation.

5.5. **Survival.** The following Sections shall survive termination or expiration of this Agreement: **Sections 2.3 (second sentence), 2.5, 2.7, 3.4, 3.5, 4, 5.2(a), 5.3(a), 5.5, 6, 7.4, 7.5, 7.6, 7.7, 7.11, and 8.** In addition, Sections 3.2 and 3.3(a) shall survive to the extent provided in Sections 5.2(a) and 5.3(a) as applicable.

6. **Warranty disclaimer, Limitation of Liability.**

6.1. **Disclaimer of Warranties.** ALL MATERIAL, INFORMATION, AND LICENSES PROVIDED TO MEMBERS BY THE CORPORATION HEREUNDER (INCLUDING, WITHOUT LIMITATION, THE CONTRIBUTIONS) AND ALL MATERIAL, INFORMATION AND LICENSES PROVIDED TO THE CORPORATION BY MEMBERS (INCLUDING WITHOUT LIMITATION, THE SPECIFICATION AND CONTRIBUTIONS PROVIDED OR RELEASED TO THE CORPORATION BY A MEMBER), ARE PROVIDED ON AN "AS IS" BASIS, WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, CONTRACTUAL OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE. FURTHERMORE, NO WARRANTY OR REPRESENTATION IS MADE OR IMPLIED RELATIVE TO THE VALIDITY OR ENFORCEABILITY OF ANY PATENT LICENSED HEREUNDER, OR RELATIVE TO FREEDOM FROM INFRINGEMENT OF ANY THIRD PARTY PATENTS.

6.2. **Exclusion of Damages.** IN NO EVENT WILL ANY MEMBER BE LIABLE TO ANOTHER MEMBER OR THE CORPORATION FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OF THIS AGREEMENT, INCLUDING BREACH OF WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE), EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6.3. **Limitation of Liability.** IF, AT ANY TIME, ANY LIABILITY ARISES FROM OR BY VIRTUE OF THIS AGREEMENT, AND THE PROVISIONS FOR

EXCLUSION OF DAMAGES UNDER SECTION 6.2 OF THIS AGREEMENT DO NOT APPLY, AND WHETHER SUCH LIABILITY IS DUE TO THE CORPORATION'S OR ANOTHER MEMBER'S NEGLIGENCE, MEMBER AGREES THAT IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF THE CORPORATION OR ANY OF ITS MEMBERS FOR ANY CLAIMS, LOSSES, OR DAMAGES INCURRED BY THE CORPORATION OR ANY MEMBER EXCEED \$10,000. THIS LIMITATION OF LIABILITY IS COMPLETE AND EXCLUSIVE, SHALL APPLY EVEN IF THE CORPORATION AND MEMBERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIMS, LOSSES, OR DAMAGES, AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY OTHER REMEDIES POSSESSED BY MEMBER, ITS CUSTOMERS, OR ANY THIRD PARTIES. THIS LIMITATION OF LIABILITY REFLECTS AN AGREED ALLOCATION OF RISK BETWEEN THE MEMBER AND THE CORPORATION IN VIEW OF THE NATURE OF THIS TRANSACTION; PROVIDED, HOWEVER, THAT THIS SECTION 6.3 SHALL NOT APPLY TO LIMIT OR WAIVE ANY REMEDY OTHERWISE AVAILABLE TO ANY PARTY FOR INJURY SUFFERED OR TO BE SUFFERED BY THAT PARTY AS A RESULT OF ANOTHER PARTY'S BREACH OF ARTICLES 3.1, 3.2 OR 4 OF THIS AGREEMENT.

6.4 **Covenant.** SUBJECT TO CLAUSE 6.1 THE MEMBER COVENANTS THAT ITS REPRESENTATIVES TO THE CORPORATION SHALL NOT SUBMIT A CONTRIBUTION THAT ITS REPRESENTATIVES HAVE PERSONAL KNOWLEDGE (WITH NO OBLIGATION TO INVESTIGATE) VIOLATES THE INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER MEMBER OR THIRD PARTY.

## 7. **General.**

7.1. **No Other Licenses.** Except for the rights expressly provided by this Agreement, no Member grants or receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights.

7.2 **Merger.** If an Affiliate ceases to be an Affiliate of a Member, such as by divestiture, then such former Affiliate, in order to retain any rights of membership in the Corporation, shall be required to join up as a Member of MIPI. If a Member is acquired or merged into another, non-affiliated company ("New Company"), then New Company shall be entitled to continue as a Member at the same level of membership provided New Company assumes all the rights and obligations of such Member under this Membership Agreement and any related agreements that such Member had executed with respect to Corporation.

7.3 **Limited Effect.** This Agreement shall not be construed to waive any Member's rights under law or any other agreement except as expressly set out herein.

7.4. **Notices.** Notices to the parties hereto or the Corporation shall be sent by electronic means (confirmed by any other method herein specified), personal delivery, registered or certified mail with return receipt requested, or facsimile to the address or facsimile number of such party listed on the signature page hereto. Addresses of a member may be modified by sending written notice to the Secretary of the Corporation.

7.5. **Governing Law and Jurisdiction.** This Agreement shall be construed and controlled by the substantive laws of the State of Delaware, without regard to conflict of laws principles. Any litigation arising out of this Agreement shall take place in, and all parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Delaware.

7.6. **Not Partners.** The Members are independent companies and are not partners or joint venturers with each other respect to the subject matter of this Agreement.

7.7. **Complete Agreement; Amendment.** This Agreement, as amended and restated, sets forth the entire understanding of the parties and supersedes and replaces all prior agreements and understandings between the Member and the Corporation relating hereto in their entirety, provided that this Agreement does not supersede the terms and conditions of any other agreements between the individual Members. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by an authorized representative of each party hereto.

7.8. **Publicity.** No Member may make any statement on behalf of the Corporation, without the prior approval of the Board of Directors.

7.9. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and timely delivered shall be deemed an original, and such counterparts together shall constitute one instrument.

7.10. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect; and a substitute, valid, and enforceable provision most nearly reflecting the original intent shall be developed in place of the invalid provision.

7.11. **Assignment.** The Member may not transfer, assign, sublicense or otherwise delegate any of its rights or obligations under this Agreement without the prior written consent of the Corporation except in connection with the transfer of its membership in the Corporation as provided in the Bylaws, which consent shall not be unreasonably withheld. For purposes of this Agreement, an assignment shall be deemed to include a transfer or sale of all or substantially all of the business of Member, or a merger, consolidation or other transaction that results in a change in control of Member. Any attempt to assign, transfer or otherwise delegate any of the rights, duties, or obligations under this Agreement without the prior written consent of the Corporation shall be void.



The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' permitted assigns and successors.

7.12. **No Obligation to Enforce.** Nothing contained in this Agreement shall be construed as imposing on Member any obligation to institute any suit or action for infringement of any of its intellectual property rights, or to defend any suit or action brought by a third party which challenges or concerns the validity of any of its intellectual property rights licensed under this Agreement, or to file any patent application or to secure any patent or maintain any patent in force.

7.13. **No Waiver.** The waiver by any part of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.

7.14. **Compliance With Export Laws.** The parties each agree to comply with all U.S. export laws in connection with the marketing, sale and distribution of products produced under a license granted pursuant to this Membership Agreement by the Corporation or any Member, including without limitation the Export Administration Regulations administered by the U.S. Department of Commerce and the International Traffic in Arm Regulations administered by the U.S. Department of State.

7.15. **Force Majeure.** No party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of material or supplies, labor strikes or disturbances, war, violence, act of terror, insurrection, or any other cause beyond the control of such party, provided that such party gives the other Members written notice thereof promptly and, in any event, within thirty (30) days of discovery thereof and uses good faith efforts to so perform or cure. In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure but not in excess of six (6) months.

7.16. **Third Party Beneficiaries.** The Corporation and the Member acknowledges and agrees that each Member is an intended third party beneficiary to this Agreement.

8. **Compliance with Antitrust Laws.** Each Member acknowledges that the Members are committed to fostering competition in the development of new products and services based on the Specification. The Member further acknowledges that it may compete with other Members in various lines of business and that they will comply with all applicable antitrust laws pertaining to Member's membership in the Corporation. Without limiting the generality of the foregoing, the Member acknowledges that it will not discuss issues relating to product costs, product pricing, methods or channels of product distribution, any division of markets, or allocation of customers or any other topic which should not be discussed among competitors. Accordingly, each Member hereby assumes responsibility to provide appropriate legal counsel to its representatives acting under this Agreement regarding the importance of limiting their discussions to subjects that relate to the

purposes of this Agreement, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise. Furthermore, Member consents to the disclosure of its name as a member of the Corporation, for the purpose of permitting the Corporation to invoke the protection of the National Cooperative Research and Product Act of 1993 (15 U.S.C. §4301, et seq.).

IN WITNESS WHEREOF, the Corporation and the Member have signed this Agreement. If the Member is an existing Member of MIPI on the date of its signature, this Agreement is effective as of November 1, 2006. If not, this Agreement is effective as of the date last written below.

**MIPI ALLIANCE, INC.**

Date: \_\_\_\_\_

**By:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MEMBER**

\_\_\_\_\_  
[Company Name]

Date: \_\_\_\_\_

**By:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Facsimile No.: \_\_\_\_\_

## Exhibit A: SDO Standards

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### Examples of valid-by-definition SDO Standards (non-exhaustive):

Institute of Electrical and Electronic Engineers (IEEE) [www.ieee.org](http://www.ieee.org)

Joint Electronic Device Engineering Council (JEDEC) [www.jedec.org](http://www.jedec.org)

European Telecommunications Standards Institute (ETSI) [www.etsi.org](http://www.etsi.org)

3rd Generation Partnership Project (3GPP): [www.3gpp.org](http://www.3gpp.org)

3rd Generation Partnership Project 2 (3GPP2): [www.3gpp2.org](http://www.3gpp2.org)

### Additional Standards or Specifications Unanimously Deemed by MIPI BoD to be Valid SDO Standards (exhaustive):

1394 Trade Association: [www.1394ta.org](http://www.1394ta.org)

4C Entity: [www.4centity.com](http://www.4centity.com)

Advanced Configuration & Power Interface (ACPI): [www.acpi.info](http://www.acpi.info)

Bluetooth: [www.bluetooth.org](http://www.bluetooth.org)

Digital Content Protection: [www.digital-cp.com](http://www.digital-cp.com)

Digital Transmission Licensing Administrator: [www.dtcp.com](http://www.dtcp.com)

Distributed Management Task Force (DMTF): [www.dmtf.org](http://www.dmtf.org)

InfiniBand® Trade Association: [www.infinibandta.org](http://www.infinibandta.org)

Infrared Data Association (IrDA): [www.irda.org](http://www.irda.org)

Internet Engineering Task Force (IETF): [www.ietf.org](http://www.ietf.org)

Java Community Process (JCP): [www.jcp.org](http://www.jcp.org)

Liberty Alliance: [www.projectliberty.org](http://www.projectliberty.org)

Multimedia Card Association: [www.mmca.org](http://www.mmca.org)

Open Mobile Alliance: [www.openmobilealliance.org](http://www.openmobilealliance.org)

Open Services Gateway Initiative (OSGi) Alliance: [www.osgi.org](http://www.osgi.org)

PCI SIG: [www.pcisig.com](http://www.pcisig.com)

Personal Computer Memory Card International Association (PCMCIA): [www.pcmcia.org](http://www.pcmcia.org)

Portable Computer and Communications Assn: [www.pcca.org](http://www.pcca.org)

SCSI: [www.scsita.org](http://www.scsita.org)

SD Card Association: [www.sdcard.org](http://www.sdcard.org)

SDR Forum: [www.sdrforum.org](http://www.sdrforum.org)

Serial ATA Working Group: [www.serialata.org](http://www.serialata.org)

Trusted Computing Group (TCG): [www.trustedcomputinggroup.org](http://www.trustedcomputinggroup.org)

TWAIN: [www.twain.org](http://www.twain.org)

Universal Plug and Play Forum (UPnP): [www.upnp.org](http://www.upnp.org)

USB Implementers Forum, Inc.: [www.usb.org](http://www.usb.org)

WiFi Alliance: [www.wi-fi.com](http://www.wi-fi.com)

WiMAX Forum: [www.wimaxforum.org](http://www.wimaxforum.org)

World Wide Web Consortium (W3C): [www.w3.org](http://www.w3.org)