HOME CONNECTIVITY ALLIANCE
INTELLECTUAL PROPERTY RIGHTS POLICY

This Intellectual Property Rights Policy ("IPR Policy") is entered by and among each Member that has executed a Participation Agreement of the Home Connectivity Alliance ("HCA"), thereby agreeing to be bound by the terms hereof and any duly adopted amendment, and is effective as to each Member on the date such Member executes the Participation Agreement ("Effective Date"). Each Member executing the Participation Agreement hereby agrees as follows:

Any undefined capitalized terms used herein shall have the meaning set forth in the Bylaws of HCA ("Bylaws") or the Participation Agreement ("Participation Agreement"), each of which shall be deemed incorporated herein by reference as if fully set forth below. In the event of a conflict between defined terms or other terms and conditions in this IPR Policy and the above listed documents, the documents will be given the following order of precedence for resolving such conflict: (1) this IPR Policy; (2) the Bylaws; and (3) the Participation Agreement. The terms in this IPR Policy that relate to software projects apply when and if the HCA Board of Directors has approved the formation of a Software Project together with a charter describing the activity of the Software Project, each as required under the terms of the Bylaws.

SECTION 1 DEFINITIONS

1.1 **"Approved SDO"** means an appropriate standards body or consortium involved in specification development or related industry activities as determined by the Board of Directors to which technical submissions, including but not limited to text, design features, tables, may be contributed by HCA.

1.2 "**Compliant Portion**" means only those specific portions of products or services that: (i) implement and are compliant with a Final Reference Document, and (ii) are within the bounds of the Scope.

1.3 **"Contribution"** means any submission of text, figures or material to a Working Group for inclusion in Work Product or a Reference Document, or the proposal of an addition to or modification of existing Work Product or Reference Document, or portion thereof, provided that the submission is made in writing (including a writing in electronic medium).

1.4 "**Necessary Claim(s)**" means one or more claims of a Patent or Patent application that now or any future time would be necessarily infringed by implementing the Normative Requirements of a Final Reference Document within the bounds of the Scope. A Patent claim is "necessarily infringed" if there is no technically feasible non-infringing alternative for implementing one or more Normative Requirements of the Final Reference Document within the bounds of the Scope. Notwithstanding the immediately preceding sentence, Necessary Claims do not include any claims (a) other than those set forth above even if contained in the same Patent or Patent application as a Necessary Claim; (b) that read solely on any implementations of any or all portions of the Final Reference Document that are not within the bounds of the Scope; or (c) that would require a payment of royalties by the licensor to any third party unaffiliated with such licensor. As used herein, the term "Patent" means all classes or types of patents (including, without limitation, originals, divisionals, continuations, continuations-in-part,

extensions or reissues) throughout the world. The term "Patent" further includes utility models, inventor's certificates, and similar rights throughout the world, whether issued or registered, with respect to the protection of inventions and discoveries.

1.5 "**Normative Requirements**" means those portions of a Final Reference Document, including but not limited to text, design features, and tables, that are expressly identified as required for compliance with the Final Reference Document including portions of the Final Reference Document that are identified as required for compliance with an optional or alternative portion. For clarity, those portions of Final Reference Document which are designated by the terms "must", "shall", "mandatory", or "normative" or "required" are expressly identified as being required for compliance under this Section 1.5.

1.6 **"Reference Documents"** means (1) any draft document that contains Normative Requirements and that is intended to become a Final Reference Document (a "draft Reference Document"); or (2) any document approved by HCA following a Review Period as set forth in Section 2 and adopted by the Board of Directors following a Review Period (a "Final Reference Document"). By way of example, Reference Documents may include technical reference materials or technical specifications.

1.7 "**Release**" means the publication of a document or other collateral by HCA following the approval of HCA's Board of Directors.

1.8 "**Scope**" means protocols, functions, formats, interfaces, parameters, data structures, tools, test scripts, architectures, in each case only as described in a Final Reference Document, and only to the extent that: (1) they are described with particularity and as Normative Requirements in such Final Reference Document; and (2) the sole purpose of such description is to enable Compliant Portions of products to interoperate, interconnect or communicate as defined within such Final Reference Document. 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 Reference Document, but are not themselves expressly set forth with particularity in a Final Reference Document (e.g., semiconductor manufacturing technology, semiconductor packaging technology, processor architecture/microarchitecture, processor instruction sets, compiler technology, etc.); or (b) the implementation or use of other specifications published and made available by any other standards body, but referred to in the body of a Final Reference Document and not first developed in HCA, even if required for compliance with the Final Reference Document; or (c) any portions of any product and any combinations thereof, the purpose or function of which is not required for compliance with a Final Reference Document; or (d) reference or informational portions of the Final Reference Document.

1.9 "**Software**" means software code whether in source code or executable form, including data structures and database designs, algorithms, APIs, user interface elements, and other manifestations of software implementation. "**HCA Software**" means software created in the course of any HCA Software Project.

1.10 **"Work Product"** means any technical white paper, position papers, data models, performance or marketing requirements and documents, and interoperability guidelines developed within the Working Groups of HCA about using the HCA brand, data models or Reference Documents, but excluding Reference Documents as such and excluding any joint marketing materials that Members may create outside of Working Groups. Work Product will not be subject to the review requirements of

Section 2 or the patent licensing obligations of Section 3.

SECTION 2 REVIEW OF REFERENCE DOCUMENTS

2.1 Review of Reference Documents Submitted for Board Approval. During the course of developing a Final Reference Document, when the Board of Directors adopts a resolution stating that a Reference Document is sufficiently substantial and defined so as to provide for meaningful review by the Members, it will direct the Executive Director or an officer of HCA, if HCA does not have an Executive Director, to initiate a review. Upon receipt of such direction, the Executive Director, or the appointed officer, will distribute to each Member a notice of review period and a complete draft of the Reference Document that is the subject of such notice ("Review Notice"). Each Member, on behalf of itself and its Affiliates, shall have sixty (60) days following the date of the receipt of such Review Notice ("Review Period") to review such Reference Document and consider any potential licensing obligations that may accrue with respect to any Necessary Claims if the Reference Document is adopted as a Final Reference Document. One or more Review Periods may occur during the course of developing a Final Reference Document.

2.2 Withdrawal. During the Review Period, a Member that determines that the Reference Document submitted for review implicates Necessary Claims which the Member is unwilling to license to the other Members pursuant to Section 3, except with respect to those portions of the Reference Document that relate to its Contributions as set forth in Section 6.1, may provide a notice to the Executive Director or Secretary of HCA that such Member withdraws from participation in HCA pursuant to this Section 2.2 ("Notice of Withdrawal"). Such withdrawal will be effective upon receipt by the Executive Director or the Secretary. A Member wishing to exercise the right to withdraw under this provision must deliver its Notice of Withdrawal no later than the end of the Review Period for the applicable Reference Document under review, as referenced in Section 2.1. A Member that has withdrawn from HCA pursuant to this Section will not be subject to the licensing obligations under Section 3 with respect to any Final Reference Documents approved after the date of such withdrawal except with respect to its Contributions as set forth in Section 6.1. Any Member that has withdrawn as a Member or that has been terminated as a Member will remain subject to the licensing obligations under Section 3 with respect to any Final Reference Documents approved by the Board of Directors following a Review Period in accordance with Section 2.1 prior to the date of such withdrawal or termination, and any portions of such Final Reference Documents that are incorporated into future versions of HCA's Final Reference Documents, whether incorporated in such future version for the purpose of maintaining backward compatibility or otherwise.

2.3 Prospective Member Reviews. If a prospective Member applies to become a Member, then subject to the execution of confidentiality or nondisclosure agreements as HCA may determine necessary, such prospective Member shall be permitted no more than thirty (30) days to review the Reference Documents then under review and any previously adopted Final Reference Documents for any and all Necessary Claims. A prospective Member may choose not to conduct a review of Reference Documents before becoming a Member. At the end of such period, such prospective Member must elect to sign the Participation Agreement or withdraw its application for membership. If such prospective Member executes the Participation Agreement, the licenses granted under this IPR Policy to such Member and its Affiliates, and by such Member and its Affiliates, will be effective as of the date such Member signs the Participation Agreement and will apply to Necessary Claims embodied in any Reference Document for which the Review Period has been completed, and such Final

Reference Documents are adopted by the Board of Directors. For purposes of clarity, prospective Members are prohibited from excluding Necessary Claims for Reference Documents for which the final Review Period has been completed at the time they execute the Participation Agreement.

2.4 Patent Searches. The obligations set forth in this IPR Policy do not imply any obligations on Members to perform or conduct Patent searches.

SECTION 3 LICENSING OF MEMBER'S INTELLECTUAL PROPERTY RIGHTS

3.1 RAND-Z Licensing Obligation. Upon the adoption of a Final Reference Document by the Board of Directors following a Review Period in accordance with Section 2.1, subject to any withdrawal provisions of Section 2.2 as well as the other terms and conditions herein, and absent any election under Section 3.2 in accordance with the terms set forth under Section 3.3, each Member, on behalf of itself and its Affiliates agrees to grant to all other Members and their Affiliates (collectively, "Licensees" and each a "Licensee") a nonexclusive, nontransferable, worldwide license (without right to grant a sublicense) under those Necessary Claims that are both (A) owned or controlled by a Member or any of its Affiliates and (B) licensable by a Member or any of its Affiliates solely to make, have made, use, import, and directly and indirectly sell and offer to sell, and otherwise distribute and dispose of Compliant Portions by themselves or in or with Licensee's products integrating such Compliant Portions; provided that such license does not extend to any part or function of a product (other than the Compliant Portion therein) in which a Compliant Portion is incorporated but that is not itself part of the Compliant Portion. Member's license will be granted on a zero-royalty basis, however such license grant may be conditioned upon, among other things, Licensee's grant of a reciprocal license on a zero-royalty basis for all of its Necessary Claims (relating to a Final Reference Document) under reasonable and nondiscriminatory terms and conditions (a "RAND-Z License Grant"). A Member's licensing obligation set forth in this Section 3.1 with respect to its Contributions apply to only those portions of Contributions made a part of a Final Reference Document.

3.2 RAND License Obligation for Excluded Necessary Claims. Subject to the terms and conditions of this IPR Policy, effective upon adoption of the Final Reference Document by the Board of Directors following a Review Period in accordance with Section 2.1, each Member that has availed itself of the provisions of Section 3.3(a) and which has fully complied with the provisions of Section 3.3(b) instead of complying with the RAND-Z License Grant in Section 3.1, agrees to grant to all Members and their Affiliates a nonexclusive, nontransferable, worldwide license (without the right to grant a sublicense) under its Necessary Claims excluded from its RAND-Z License Grant pursuant to Section 3.3(b) of this IPR Policy solely to make, have made, use, import, and directly and indirectly sell and offer to sell, and otherwise distribute and dispose of Compliant Portions by themselves or in, or with, Licensee products integrating such Compliant Portions; provided that such license need not extend to any part or function of a product (other than the Compliant Portion therein) in which a Compliant Portion is incorporated but that is not itself part of the Compliant Portion. Such license shall be granted on reasonable and non-discriminatory ("RAND") terms, provided that such license grant may be conditioned upon, among other things, Licensee's grant of a reciprocal license for all of its Necessary Claims (relating to a Final Reference Document) under reasonable and nondiscriminatory terms and conditions.

3.3 Licensing Exclusions

(a) Excluding Patents from RAND-Z License Grant during Review Period. Except for prospective Necessary Claims encompassed by a Member's Contributions if such Contribution(s) were adopted in a Final Reference Document by the Board of Directors following a Review Period in accordance with Section 2.1, Members may, following the procedure described in Section 3.3(b) below, within the Review Period, expressly and with specificity seek to exclude such Member's prospective Necessary Claims from its royalty-free license grant under Section 3.1 ("RAND-Z License Obligation") and instead opt to license such excluded prospective Necessary Claims under a RAND licensing obligation pursuant to Section 3.2.

(b) Conditions and Procedure for Excluding Patents from RAND-Z License Grant. A Member seeking to exclude Necessary Claims from its RAND-Z License Grant in accordance with Section 3.3(a) must provide written notice of such intent (a "RAND-Z Exclusion Notice") to the Executive Director within the Review Period and the RAND-Z Exclusion Notice shall be effective upon its receipt by the Executive Director. The RAND-Z Exclusion Notice shall include (1) the patent number(s) or title and application number(s), as the case may be, for each of the issued patent(s) or pending patent application(s) that a Member reasonably believes at the time may contain Necessary Claims the Member wishes to exclude from its RAND-Z License Grant, and (2) the patent claims that the Member wishes to exclude from its RAND-Z License Grant. The RAND-Z Exclusion Notice must be submitted in the form promulgated by the Board of Directors, such form to be promulgated and made available to Members prior to the first Review Period. For avoidance of doubt, Members are not allowed to opt out with respect to any of the Member's Necessary Claims without specifically identifying them as provided herein. If an issued Patent that may contain Necessary Claims is not set forth in the RAND-Z Exclusion Notice such Necessary Claims shall continue to be subject to the Member's RAND-Z License Grant. Further, such RAND-Z Exclusion Notice shall not be effective to exclude Necessary Claims in a Final Reference Document for which a Review Period has been completed prior to the Executive Director's receipt of such RAND-Z Exclusion Notice.

3.4 Defensive Suspension of License Grant. In the event that a Member ("Member A") files suit or action against another Member ("Member B") alleging that Member B's manufacture, use, sale, offer for sale or import of a Compliant Portion constitutes an infringement of the patent claims owned or controlled by Member A and such suit or action is not defensively filed in response to a prior Patent infringement suit or action by Member B alleging that Member A's manufacture, use, sale, offer for sale or import of a Compliant Portion constitutes an infringement of patent claims owned or controlled by Member B, then any Patent licenses granted to Member A pursuant to Section 3 of this IPR Policy shall terminate as of the date such suit or action is filed and, notwithstanding any release provided under this IPR Policy, Member B may seek and recover any and all past, present and future damages for infringement of Member B's Necessary Claims.

3.5 Retention of Rights**.** Nothing contained in this Section 3 shall be deemed as requiring a Member or its Affiliates to grant or withhold any license or sublicense of an individual Member's Patents containing Necessary Claims to non-Members.

3.6 No Other License**.** The Members agree no license, immunity, licensing obligation or other right is granted or exists under this IPR Policy by any Member or its Affiliates to any other Member or their Affiliates or to HCA, either directly or by implication, estoppel or otherwise, other than the licensing obligations in Sections 3.1 or 3.2 and licenses granted in Section 3.9.

3.7 Authority to Grant Licenses; No Attempt to Circumvent. Each Member hereby represents and warrants that it has the power and authority to bind itself and all of its Affiliates to the obligations contained herein, including without limitation, the obligation to grant the licenses as set forth in this IPR Policy. Each Member further represents and warrants and agrees that it has not and will not, for the purpose of circumventing the obligation to grant the licenses contained in this IPR Policy, intentionally transfer, encumber or take any other action with respect to either (a) its Necessary Claims or (b) its Patent applications that such Member reasonably believes may now or in the future include Necessary Claims.

3.8 Transfer of Necessary Claims. Any transfer by a Member or its Affiliates of a Patent having Necessary Claims to an unaffiliated third party with respect to such Member shall be subject to the terms and conditions of this IPR Policy. A Member may choose the manner in which it complies with this Section, provided that any agreement for transferring or assigning Necessary Claims includes a provision that such transfer or assignment is subject to existing licenses and obligations to license imposed on the Member by the terms of this IPR Policy (or language of similar import referencing, more generally, the licenses and obligations imposed by applicable standards bodies, specification development organizations, or similar organizations).

3.9 Copyrights. Each provision and/or subsection of this Section 3.9 shall survive any termination of participation in HCA of any Member that grants any rights hereunder. Each Member and its Affiliates hereby grants to HCA a worldwide, irrevocable, perpetual, non-exclusive, non-transferable (except as otherwise provided in the Bylaws), sub-licensable, zero royalty, and fully paid-up copyright license to reproduce, prepare derivative works, distribute copies, and to display and perform the Contributions of the Members solely for the purposes of developing, publishing, and distributing (i) Work Product; and (ii) Reference Documents. Subject to the Member's copyright ownership in their Contributions, HCA shall own all right, title, and interest in and to the compilation of Contributions forming the Work Product and any Final Reference Documents, and related works. Upon the Release of Work Product, HCA grants and agrees to grant each Member and its Affiliates a worldwide, non-exclusive, zero royalty copyright license to reproduce, distribute and display such Work Product for the purpose of promoting work of HCA. Upon the Release of a Final Reference Document, HCA grants and agrees to grant each Member and its Affiliates a worldwide, non-exclusive, zero royalty copyright license to reproduce, distribute and display such Final Reference Document as reasonably necessary to implement such Final Reference Document. Members are allowed to disclose Reference Documents to internal contractors on a need-to-know basis, subject to the execution of confidentiality and/or nondisclosure agreements.

In addition to the grants described above, each Member and its Affiliates hereby grants to HCA a worldwide, irrevocable, perpetual, non-exclusive, non-transferable (except as otherwise provided in the Bylaws), sub-licensable, zero royalty, and fully paid-up copyright license to reproduce, prepare derivative works, distribute copies, and to display and perform the contributions of the Members to the Work Product and Final Reference Documents solely for the purposes of developing, publishing, and distributing the Work Product, Final Reference Documents and other materials to Member and non-Members as approved by the Board of Directors of HCA.

SECTION 4 TRADEMARKS

Subject to any rights of the Members and their Affiliates, any trade names or logos created and used by HCA as a trademark, service mark, or certification mark (collectively "Trademarks"), registered or otherwise, are the sole and exclusive property of HCA. Use of Trademarks shall be governed by such policies, procedures, and guidelines as may be established and approved by HCA from time to time, and applicable law. HCA shall notify the Members in writing of the proposal of any new Trademarks. HCA shall take such steps as the Board of Directors deems necessary and proper to protect its rights in such Trademarks adopted for use by HCA. The Board of Directors may establish and disseminate reasonable conditions and procedures for the licensing and use of such Trademarks.

SECTION 5 SOFTWARE

5.1 Contributions of Software. Upon the approval by the Board of Directors of a Software Project charter to develop open source software, HCA will have a Software Project. Members contributing Software to any HCA software project (a "**HCA Software Project**") are required to first submit a duly authorized and executed HCA Contributor License Agreement, the form of which has been made available to all Members (the "**HCA CLA**"), and any Software contributed by such Member will be subject thereto whether contributed before or after the date of such HCA CLA. All Software contributions are subject to acceptance in due course by the authorized maintainers of the applicable HCA Software.

If third-party Software is obtained without the express participation of the copyright holder (*e.g.*, Software obtained by a Member under an open source license and incorporated into, or required for use with, such Member's contributed Software), such third-party Software may be accepted as part of a HCA Software Project without prior approval of the Board only if such third-party Software is available under the open source license designated by the Board as the outbound license for HCA Software Project, otherwise the Board shall be required to approve the contribution of such third-party Software before being incorporated into any HCA Software Project.

5.2 Software Developed in a HCA Software Project. Subject to the terms of HCA CLA, HCA will own all copyrights in HCA Software developed within a HCA Software Project. The HCA Board or Director will determine the timing of the release of HCA Software and the method of release and will adopt terms under which HCA Software will be made available. Notwithstanding the above, the Board, at its discretion, may restrict the distribution of certain HCA Software, for example making it available only to Members, and may adjust the license terms accordingly.

In the event that the Board adopts a Software Project charter for an open source software project, the Board may approve contributions by non-Members, provided such non-Members enter into a HCA CLA, and may promote the Software Project to non-Members to encourage contributions.

SECTION 6 SURVIVAL OF OBLIGATION TO GRANT LICENSES AND RIGHT TO RECEIVE LICENSES AFTER TERMINATION

6.1 Survival of Obligation to Grant Licenses. A Member whose participation in HCA has terminated pursuant to Section 2.2 of this IPR Policy or Section 12.9 of the Bylaws shall continue to be obligated to grant licenses as provided in Section 3 for (i) any Necessary Claims of such Member implicated in a Final Reference Document adopted prior to the effective date of such Member's termination; (ii) any Necessary Claims of such Member implicated in such terminating Member's Contributions incorporated in any Final Reference Document adopted prior to or after the effective date of such Member's termination, (iii) any Necessary Claims of such Member implicated in any Reference Document for which a Review Period has been completed prior to the effective date of such Member's termination if the Necessary Claims are subsequently embodied in a Final Reference Document, and (iv) any copyright with respect to any Contributions or other Contributions as submitted by such terminating Member and included in Work Product or a Final Reference Document or other approved document, respectively. The survival of licenses shall apply if the terminating Member undergoes bankruptcy.

6.2 Member's Right to Receive Licenses after Termination. All obligations of all other Members under this IPR Policy shall cease with respect to a terminating Member effective as of the effective date of such Member's termination of its membership in HCA, except that any licenses previously granted to such terminating Member or its Affiliates pursuant to Section 3 of this IPR Policy prior to the effective date of such Member's termination shall survive in accordance with their terms; provided, however, that the licenses granted to such terminating Member for any Necessary Claims in a Final Reference Document that has been finally adopted prior to the effective date of such Member's termination shall continue to survive solely to the extent that such terminating Member continues to grant reciprocal licenses under substantially same or similar terms and conditions as set forth in this IPR Policy; and provided further that such license shall not survive with respect to any Necessary Claims in any portion of a Final Reference Document added or changed after the effective date of such terminating Member's termination.

SECTION 7 SUBMISSION OF REFERENCE DOCUMENTS TO OTHER ORGANIZATIONS

Upon the approval of the Board of Directors with the required number of votes as specified in the Bylaws, the Final Reference Document or portions that may include text, design features, tables or any information extracted or compiled from a Final Reference Document may be contributed or proposed to an Approved SDO. The Board will notify the Members when Final Reference Documents have been submitted to an Approved SDO, which notice may be by electronic means. The Board of Directors may contribute a Final Reference Document to an Approved SDO and enter into specific terms and conditions with the Approved SDO that create or result in obligations of such Members, provided that the Board of Directors first approves the submission by unanimous vote and has obtained the express written consent or permission from all Members. Other than as provided in the preceding sentence, the Board of Directors will not submit a Reference Document to an Approved SDO if the act of such submission would subject HCA Members to obligations under the Approved SDO's IPR Policy, and Members will have no obligations to become Members of such Approved SDO and will not be subject to the intellectual property terms or policies of the Approved SDO unless a Member joins or enters into a separate agreement with such Approved SDO. For the avoidance of doubt, the submission of a Reference Document by HCA to an Approved SDO will not change or modify the license obligations of Members set forth in Section 3 hereof.

SECTION 8 AMENDMENTS

This IPR Policy may be altered, amended or repealed, or a new IPR Policy may be adopted at any regular or special meeting of the Board of Directors by an affirmative vote of at least a Supermajority (as such term is defined in the Bylaws) of the Board of Directors, or by unanimous written consent of the Board of Directors. Notice of any amendment of this IPR Policy will be provided to Members, which notice may be by electronic means, and any amendment of this IPR Policy will become effective thirty (30) days after such notice is provided to Members.

SECTION 9 GENERAL PROVISIONS

9.1 Confidentiality of Materials Created by HCA. Work Product and Reference Documents are Confidential Information of HCA and, as such, are subject to Section 1.6 and Article 16 of the Bylaws. The Board of Directors may agree that portions of Work Product or Reference Documents are non-confidential.

9.2 Internal Use of draft version of Work Product and Reference Documents. Subject to the terms and conditions of this IPR Policy, each Member may use such draft versions of Work Product for its internal purposes, including in connection with product develop. Subject to the terms and conditions of this IPR Policy, each Member may use such draft versions of Reference Documents to internally design, develop, and evaluate their products or software, which Member products or software include or are being designed or developed to include Compliant Portions, provided that each Member so using such draft version of Reference Documents acknowledges and accepts that a Final Reference Document may or may not incorporate all or any portion of such draft versions.

9.4 Confidentiality of Work Product. The Work Product developed in the Working Groups are Confidential Information of HCA and, as such, are subject to Section 1.6 and Article 16 of the Bylaws. The Board of Directors may agree that portions or all of any Work Product is non-confidential.

9.5 Consideration. Members acknowledge that payment of fees for membership in HCA constitutes partial consideration for the license rights granted under this IPR Policy. The foregoing does not, however, (i) preclude HCA from charging additional fees for use of HCA trademarks, service marks, or certification marks, or (ii) constitute a statement concerning the actual or implied value of any Member intellectual property, licensing obligations or rights.

9.6 Governing Law. This IPR Policy shall be construed and controlled by the laws of the State of Delaware without reference to conflict of laws principles. Except to the extent the Corporation otherwise consents in writing, each of the parties to this IPR Policy hereby consents to accept personal jurisdiction in the State and Federal courts of Delaware.

9.7 No Warranty. ALL PARTIES ACKNOWLEDGE THAT ALL INFORMATION PROVIDED AS PART OF WORK PRODUCT OR REFERENCE DOCUMENT DEVELOPMENT PROCESS, INCLUDING THE WORK PRODUCT OR REFERENCE DOCUMENT ITSELF ARE ALL PROVIDED “AS IS” WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY

WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

9.8 Limitation of Liability. IN NO EVENT WILL HOME CONNECTIVITY ALLIANCE, ANY PARTY HERETO OR ANY OTHER MEMBER OF HOME CONNECTIVITY ALLIANCE BE LIABLE TO ANY OTHER PARTY OR MEMBER OF HOME CONNECTIVITY ALLIANCE FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR ENHANCED DAMAGES OF ANY KIND OR NATURE, WHETHER ARISING UNDER CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE, AND WHETHER ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, AND WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

9.9 Effect of Divestiture. In the event that an Affiliate ceases to be an Affiliate, such as by divestiture, then, if such former Affiliate becomes a Member of HCA within ninety (90) days from the date the Affiliate status ceases, then all licenses shall continue uninterrupted. If such former Affiliate does not execute a Participation Agreement within such time, then Section 6 hereof shall apply and the former Affiliate will be considered the same as a terminating Member.