



USB Implementers Forum MEMBERSHIP AGREEMENT

Company Name: _____

Contact Name: _____ Title: _____

Contact Email Address: _____

Address 1: _____

Address 2: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Telephone: _____ Fax: _____

(Please Include Country Code when applicable)

By signing below, you represent and warrant that you have the authority to bind the above-named company to this Membership Agreement and hereby agree to the terms and conditions of this Membership Agreement on behalf of the above-named company.

By: _____ **Date:** _____
(Signature)

Print Name: _____ **Title:** _____

This Membership Agreement ("Agreement" or "Membership Agreement") is entered into by and between the above-named company ("Company") and USB-IF and becomes effective on the date signed by Company. Company agrees to abide by any and all policies or procedures governing members that may be set by USB-IF and any applicable provisions of the bylaws of USB-IF pertaining to members. Any such policies and procedures and the bylaws may be viewed on members.usb.org; the USB-IF Code of Conduct policy is attached. This Agreement continues in perpetuity, unless terminated by either party under the provisions of this Agreement, under any applicable USB-IF policies or procedures, or under any applicable provisions of the bylaws of USB-IF pertaining to members.

Subject to this Agreement, Company first becomes a member of USB-IF on the date on which the USB-IF administrator first sends notice of enrollment to Company and remains a member of USB-IF so long as it remains current in its membership dues, as set and published by USB-IF, provided that USB-IF may terminate Company's membership for failure to comply with this Agreement or any policies or procedures governing members that may be set by USB-IF. Should membership lapse for failure to pay membership dues timely, Company may become a member again by becoming current in its membership dues.

In the event of any termination of this Agreement by USB-IF for Company's breach of this agreement or of any applicable policies, procedures, or by-laws, Company agrees that it will not be entitled to and will not receive any refunds of membership dues already paid.

Vendor ID (VID) Number. Company hereby applies for a USB Vendor ID Number and agrees to the following: The USB Implementers Forum is the authority which assigns and maintains all USB Vendor ID Numbers. Each Vendor ID Number is assigned to one company for its sole and exclusive use, along with associated Product ID Numbers. They may not be sold, transferred, or used by others, directly or indirectly, except in special circumstances and then only upon prior written approval by USB-IF. Unauthorized use of assigned or unassigned USB Vendor ID Numbers and associated Product ID Numbers are strictly prohibited.

Membership. Company grants permission to be named and listed as a member of the Forum in directories and marketing materials.

Licenses. No license is granted by virtue of membership in USB-IF to any patent, copyright, or trademark.

USB Terms. Company agrees not to acquire, attempt to acquire, maintain, or assert any exclusive trademark or other intellectual-property or proprietary rights in the term "USB" or the term "Universal Serial Bus" (including for example in terms such as "USB", "Universal Serial Bus", "Hi-Speed USB", "Wireless USB", "USB 2.0", "SuperSpeed USB", "USB 3.0", and "Micro-USB"), in connection with any USB device, specification, or technology. Members may file applications for registrations of trademarks incorporating the term "USB" or the term "Universal Serial Bus" provided that the term at issue is expressly disclaimed to the fullest extent possible under law and that the resulting trademark is not likely to cause confusion or dilution with respect to USB-IF and any of its trademarks or service marks.

Benefits. Participation in events and technical support is subject to availability.

Confidentiality. Draft specifications and other documents are provided to the USB-IF membership on a "USB-IF Confidential" basis, and shall be maintained and safeguarded by members as confidential, until formally approved by USB-IF for public release.

Warrantees. ANY GOODS OR SERVICES FURNISHED OR MADE AVAILABLE TO MEMBERS ARE PROVIDED "AS-IS WITH ALL DEFECTS" AND WITHOUT ANY WARRANTY OF ANY KIND. THE FORUM DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR MERCHANTABILITY. Neither USB-IF, any member of USB-IF, nor any other supplier of software, hardware, or services will be liable to Company for any fault or defect in these items or for any failure to deliver all or any portion of these items.

Liability Limited. IN NO EVENT SHALL MEMBERS OR USB-IF OR THEIR SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR LOST PROFIT DAMAGES, OR FOR ANY DAMAGES ARISING OUT OF LOSS OF USE OR LOSS OF DATA ARISING OUT OF PARTICIPATION IN FORUM EVENTS, OR THIS AGREEMENT.

Forum Board. USB-IF is governed by a Board of Directors.

Renewal and Size of Forum. USB-IF reserves the right to limit the number of members or participants or to discontinue the membership program upon written notice. Upon any such action, the Forum's responsibility to Company shall be limited to issuance of a refund of that portion of its membership subscription fee proportional to the amount of time remaining in its paid enrollment period.

Universal Serial Bus Implementers Forum (USB-IF)

The USB-IF Code of Conduct

The following USB-IF Code of Conduct (the "Code") is designed to allow the USB-IF to comply with the law and to preserve its integrity and credibility with the public, the industry, and within the Forum.

This Code applies to all staff, volunteers, directors, members, and any third-party service providers or contractors working with the USB-IF. Parties to whom the Code applies shall:

1. Comply with the Membership Agreement, policies, procedures, and by-laws of the USB-IF, as applicable;
2. Adhere to applicable laws and regulations;
3. Maintain the confidentiality of information the USB-IF deems confidential;
4. Act with fairness, honesty, and integrity;
5. Not discriminate on the basis of gender, race, color, creed, ancestry, place of origin, political beliefs, religion, marital status, disability, age, or sexual orientation;
6. Comply with all applicable antitrust laws and the USB-IF's antitrust guidelines;
7. Behave in a professional and business-like manner and not engage in any behavior that is discomforting to other individuals, that will constitute sexual harassment, or that may be misunderstood as sexual harassment; and
8. Avoid conflicts of interest and disclose any relationship or activity that is or could become a conflict of interest. All persons subject to the Code owe a duty of loyalty to the USB-IF.

Failure to comply with the Code may result in corrective action, including, without limitation, preclusion from attending certain events or functions or termination of membership or affiliation with the USB-IF.

Duly approved by the Board of Directors

On February 27, 2009.