

# Universal Serial Bus Implementers Forum

## SUBSCRIPTION FORM

USB Implementers Forum, Inc. ("Forum") is a non-profit corporation, organized under Section 501(c)(6) of the United States Internal Revenue Code. The Forum was formed to provide a support organization and forum for the advancement and adoption of Universal Serial Bus technology, by facilitating the development of high-quality compatible USB devices and promoting the benefits of USB and the quality of products that have passed compliance testing. The Forum encourages design activity among PC OEMs, peripheral vendors, software vendors, operating system vendors, and other independent technology vendors.

### Membership Benefits Include:

- Participation in Developer Conferences
- Participation in Compliance Workshops
- Participation in Device Working Groups
- Waived administration fee of US\$2000 on the USB-IF Trademark License Agreement
- Invitation to participate in Marketing Events
- Company listing in USB key contacts list
- Product listing in USB products list
- Early access to USB-IF DWG draft specifications for legally bound members
- Three (3) CDs of the specifications and the ability to request two (2) hardcopies of each spec book
- And much more...

**Please enroll the company named below in the USB Implementers Forum, Inc.  
A payment of \$4000 is included for a 1 year membership**

Your membership subscription is subject to the terms stated below and the applicable provisions of the Bylaws of the corporation. The bylaws may be viewed on [members.usb.org](http://members.usb.org). By submitting this application, you agree to these terms.

**Company Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Vendor ID number (if applicable):** \_\_\_\_\_

**Contact Name and Title:** \_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_ **M/S** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

(Please Include Country Code where applicable)

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**By:** \_\_\_\_\_  
(Signature) (Date)

**Signer's Name:** \_\_\_\_\_  
(Please print clearly) Title

**Terms:** The membership subscription of the company named above (“Company”) becomes effective on the date on which the Forum administrator sends notice of enrollment to Company and is subject to the following terms:

*Vendor ID (VID) Number.* The company set forth above 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.

*Annual Membership.* The \$4000 payment is a membership subscription fee for a 12-month period. 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 the Forum to any patent, copyright, or trademark.

*Generic Terms.* The Forum takes the position that the terms “USB,” “Hi-Speed USB,” “Wireless USB,” “USB 2.0,” and “Universal Serial Bus” when used in connection with any USB device are generic (collectively the “Generic Terms”). Members agree not to attempt to acquire or assert any exclusive trademark rights in the Generic Terms. Members may file trademark applications for a trademark incorporating any of the Generic Terms provided that the Generic Terms are expressly disclaimed to the fullest extent possible under law. Member further agrees that it will not assert against any person or entity any trademark, trade name, or similar rights it may now have or hereafter acquires in the Generic Terms.

*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 the Forum 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 the Forum, any Forum member, 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 THE FORUM 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.* The Forum is governed by a Board of Directors. The current Board consists of representatives of Hewlett-Packard Company, Intel Corporation, LSI Corporation, Microsoft Corporation, Renesas Electronics Corporation, and ST-Ericsson.

*Renewal and Size of Forum.* The Forum reserves the right to limit the number of participants or to discontinue the 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.

**MAIL PAYMENT ALONG WITH THIS COMPLETED FORM TO:**  
(Check or Money Order for US Dollars ONLY - No Purchase Orders)

**MAKE CHECK PAYABLE TO:**  
**USB IMPLEMENTERS FORUM, INC.**  
**3855 SW 153<sup>rd</sup> Drive**  
**Beaverton, OR 97006**  
**USA**

This will serve as your “INVOICE” as well as agreement of the terms of membership in USB-IF.

## **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.