TERMS OF MEMBERSHIP (Last updated November 24, 2012)

These Terms of Membership (these “Terms”) shall govern the relationship by and among Tizen Association, a Delaware non-profit non-stock corporation, and each Member.

These Terms are a part of the Bylaws of the Association.

Article I. MEMBERSHIP GENERALLY.

Each Member of the Association shall appoint a member of the Board of Directors and an Operations Representative as provided in the Bylaws. A Member may terminate its membership in the Association in accordance with these Terms. Subject to the other terms herein and in the Bylaws, unless a Member properly terminates its membership in the Association as provided herein, such Member’s membership shall automatically renew on an annual basis on and after the next Annual Renewal Date.

Article II. MEMBERSHIP BENEFITS AND RESPONSIBILITIES

2.1 Support for the Mission. During the term of its membership in the Association, Member shall use commercially reasonable efforts to support the efforts of the Association, consistent with the Association’s Antitrust Guidelines and applicable law.

2.2 Member Benefits. Member shall be entitled to the benefits provided by these Terms and the Bylaws.

2.3 Publicity; Use of Association’s Trademarks. Member shall comply with the Association Trademark Guidelines (as and if approved by the Board, and including future modifications thereto). Member may make public announcements or press releases concerning its own activities as a Member, provided that a courtesy copy of any such press release shall be provided to the Association no less than twenty-four (24) hours prior to the public distribution thereof. Member shall not publicly disparage the Association.

2.4 Use of Member’s Name and Trademarks.

(a) Member hereby grants the Association a non-exclusive, non-transferable, royalty-free license to use such Member’s corporate name and corporate logo (which logo may only be the logo identified on Exhibit A of the Member’s Membership Agreement, if the Member provided a logo in such Exhibit) for the sole purposes of (i) identifying such Member as a Member of the Association, including in any list of Members published by the Association and/or required to be identified to any governmental authority including for purposes of the U.S. National Cooperative Research Act, and (ii) announcing that Member has joined the Association. The licenses granted in this Section 2.4(a) (1) as to the use of such Member’s corporate name, shall automatically terminate when such Member withdraws from the Association or its membership is terminated, and (2) as to such Member’s corporate logo, shall automatically terminate thirty (30) days after such Member withdraws or its membership is terminated. Member may also terminate the license to use its corporate logo granted herein if the Association improperly uses the logo, upon thirty (30) days prior written notice.
2.5 **Fees.**

(a) Member shall pay the annual Fees established for membership, as set forth in Exhibit C hereto, as the same may be amended from time to time by the Board. Member shall pay the applicable Fees in full at the commencement of its membership and on or prior to the Due Date (as defined below). The Fees for the first term of membership after a Member joins the Association shall be pro-rated depending on the number of months remaining prior to the next Annual Renewal Date, including any partial month as a full month. If a Member does not pay its Fees as required, it shall be subject to termination as provided in these Terms and/or the Bylaws.

(b) The Secretary or other Association officer will send out invoices in compliance with reasonable invoicing requirements and will promptly send out a written notice ("Dues Notice") to any Member that has not paid its Fees upon the date which such Fees are required to be paid (the "Due Date") as determined from time to time by the Board and referenced in the related invoice(s). The Dues Notice shall be sent to the Member’s most recent address as shown on the Association’s records, setting forth the amount due. If such Member does not pay its annual membership dues by the date that falls ten (10) days after the Due Date (or, by the date that falls ten (10) days after the Due Date, commit to the Association, in a writing signed by its Chief Executive Officer, Chief Financial Officer or other authorized officer, to pay such dues and fees before February 28 of the year to which such annual dues relate), then, without further action, such Member’s representatives on the Board of Directors and all committees and sub-groups thereof, and such Member’s Operations Representative, shall immediately become ineligible to vote or provide written consent in proceedings of such bodies (but may continue to attend meetings thereof in a non-voting capacity) until such Member has paid all amounts due to the Association. If such Member does not pay its annual membership dues by February 28 of the year to which such annual dues relate, the membership of such Member shall, without further action, be terminated, provided that the Board may postpone such automatic termination in its discretion; and provided further, that any such termination shall be deemed “for cause” unless the Board determines otherwise, in its discretion.

Without limiting any provision in the Bylaws or any other generally applicable policy of the Association in respect of Fee payments, a Member that does not pay its annual membership dues by February 28 of the year to which such annual dues relate shall be deemed to be terminated for “cause” from the Association effective as of March 1st of the year to which such annual dues relate, unless otherwise determined by the Board in its discretion. Member shall abide by any other terms in the Bylaws relating to the payment of Fees.

2.6 **Expenses.** Member will bear its own costs and expenses in connection with its performance of its rights and duties in respect of the Association.

2.7 **Bylaws and Policies.** Member shall comply with all terms and conditions of the Bylaws, the IPR Policy and the Antitrust Guidelines of the Association, in each case as amended from time to time by the Board and incorporated herein by reference, and shall also abide by any additional policies and procedures adopted by the Association, as amended from time to time.

**Article III. CONFIDENTIALITY**
3.1 Obligations. Each Member shall:

(a) only use the Confidential Information in furtherance of such Member’s role as a Member in the Association, including the creation and promotion of products using Tizen, the activities contemplated by Section 2.1 of these Terms of Membership and for the Purpose of the Association;

(b) restrict the disclosure of Confidential Information only to Authorized Persons who are bound by confidentiality terms no less restrictive than those in these Terms;

(c) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; and

(d) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of these Terms.

This confidentiality obligation will expire three (3) years from the date of disclosure of the Confidential Information.

3.2 Exceptions.

(a) Member is not obligated to maintain as confidential any Confidential Information that the Member can demonstrate by documentation (i) is now available or becomes available to the public without breach of these Terms; (ii) is explicitly approved for release by written authorization of the Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Member prior to such disclosure without an obligation of confidentiality; or (v) is independently developed by the Member without the use of any of Discloser’s Confidential Information or any breach of these Terms.

(b) If a Recipient is required to disclose Confidential Information pursuant to applicable law, statute, regulation or court order, the Recipient will give to the Discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent it is compelled to do so.

3.3 Termination of Access to Confidential Information. Notwithstanding shall terminate immediately (with no cure period), upon notice by the Board that the Board has determined that Member materially breached the confidentiality of any material Association Confidential Information.

3.4 Destruction of Confidential Information. Member shall destroy or return all Confidential Information within its possession or control promptly upon Member’s ceasing to be a Member for any reason or upon the dissolution of the Association.
Article IV. TERM; WITHDRAWAL; TERMINATION OF MEMBER STATUS

4.1 Term. The term of Member’s membership (and Membership Agreement) shall be for a period ending on the next Annual Renewal Date, with one (1) year renewal terms thereafter, subject to Member’s payment of its annual Fees and shall remain in full force and effect during such term, unless earlier terminated in accordance with these Terms and the Bylaws.

4.2 Termination of Membership. Without limiting any other provision of the Bylaws or these Terms, the membership of any Member shall terminate upon the occurrence of any one (1) or more of the following: (a) any Member may withdraw from the Association by providing sixty (60) days prior written notice to the Secretary (the effective date of such withdrawal, the “Withdrawal Date”); and (b) the membership of any Member may be terminated “for cause” as provided in this Article IV. A Member that has withdrawn from the Association (i) will not be entitled to a refund of any fees, amounts or dues paid to the Association prior to its Withdrawal Date even if such Withdrawal Date precedes the next Annual Renewal Date, and (ii) must pay its annual Fees as provided in the applicable provisions of these Terms, including any annual Fees that accrue in respect of the immediately succeeding year, if the notice of withdrawal is submitted prior to an Annual Renewal Date but the Withdrawal Date occurs after such Annual Renewal Date. Nothing in these Terms shall prevent the Association and other Members from claiming damages against a breaching or otherwise terminated Member.

4.3 Termination for Cause. If the Board determines that a Member has materially breached the Association Membership Agreement, these Terms, the Antitrust Guidelines, Bylaws, IPR Policy and/or other related Association agreements or policies, then the Board may terminate the membership of such Member, in which case it shall notify such Member in writing of the termination. The applicable Member, if present, shall be given an opportunity to be heard at the Board meeting at which the potential termination of membership is considered. For the purposes of this Section, unless otherwise required by Delaware law, the Director appointed by the Member whose membership termination is being voted upon shall, if present, count toward the existence of a quorum but shall not vote on any matter referred to in this Section and shall not count as present for the purposes of determining whether the termination has been approved by the Board. The decision of the Board shall be final and non-appealable and shall be effective as of the hearing date, and shall be promptly communicated to the Member in question. A Member terminated pursuant to this Section, or due to the removal for “cause” of the Director that it appointed, shall not be entitled to any refund of membership Fees previously paid. Members terminated for “cause” pursuant to these Terms (or as otherwise provided in the Bylaws, if applicable) may only be reinstated with the approval of the Board; provided, however, that nothing herein shall be deemed to modify or limit any other restriction on reinstatement contained in the Bylaws, the Membership Agreement or these Terms.

4.4 Termination Upon Dissolution. Member’s Membership Agreement shall immediately terminate upon the dissolution of the Association.

4.5 Fees Due at Termination. Member shall immediately pay all Fees that accrued prior to the effective date of such Member’s termination or withdrawal, including termination upon dissolution. All accrued rights and liabilities of a Member prior to withdrawal or termination shall survive such withdrawal or termination. A Member that has withdrawn or
whose membership in the Association has been terminated (for any reason) shall not be entitled to a refund of any fees, amounts or dues paid, nor shall any such former Member be released from any financial obligation to the Association.

4.6 Survival. The following Sections shall survive termination of each membership and Membership Agreement: Section 2.6 (Expenses); Section 2.7 (Bylaws and Policies) to the extent compliance after termination is provided for in the documents referred to therein; Article III (Confidentiality); Article IV (Term; Withdrawal; Termination of Member Status); Article V (Warranty Disclaimer; Limitation of Liability); and Article VI (General).

Article V. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

5.1 Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS, THE IPR POLICY AND OTHER AGREEMENTS IN RELATION TO THE ASSOCIATION, (I) ALL MATERIAL, INFORMATION, AND LICENSES PROVIDED TO MEMBERS BY THE ASSOCIATION HEREUNDER AND ALL MATERIAL, INFORMATION AND LICENSES PROVIDED TO THE ASSOCIATION BY MEMBERS 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 AND (II) NO WARRANTY OR REPRESENTATION IS MADE OR IMPLIED RELATIVE TO FREEDOM FROM INFRINGEMENT OF ANY THIRD PARTY PATENTS.

5.2 Exclusion of Damages. IN NO EVENT WILL ANY MEMBER BE LIABLE TO ANOTHER MEMBER OR THE ASSOCIATION IN CONNECTION WITH OR ARISING OUT OF (I) THESE TERMS (INCLUDING THE DOCUMENTS INCORPORATED HEREIN) OR THE PERFORMANCE OR LACK OF PERFORMANCE HEREOF OR THEREOF OR (II) SUCH MEMBER’S ACTIVITIES AS A MEMBER, IN EACH CASE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR FOR ANY LOSS OF PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE, HOWEVER IT ARISES, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; PROVIDED, HOWEVER, THAT THIS SECTION 5.2 SHALL NOT APPLY TO ANY CLAIM, REMEDY OR DEFENSE OTHERWISE AVAILABLE FOR INJURY SUFFERED OR TO BE SUFFERED AS A RESULT OF ANOTHER PARTY’S BREACH OF ARTICLE III (CONFIDENTIALITY) OR ANY INFRINGEMENT OR MISAPPROPRIATION OF A MEMBER’S OR ASSOCIATION’S INTELLECTUAL PROPERTY.

5.3 Limitation of Liability

(a) THE ASSOCIATION SHALL HAVE NO LIABILITY OF ANY KIND TO ANY PERSON ARISING FROM FAILURE BY ANY MEMBER TO COMPLY WITH THE IPR POLICY.
NOTWITHSTANDING THE FOREGOING, EXCEPT AS SET FORTH IN ANY LICENSE AGREEMENTS WITH THIRD PARTIES, THE ASSOCIATION, THE MEMBERS AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY TO ANY THIRD PARTY ARISING FROM THESE TERMS.

Article VI. GENERAL

6.1 Defined Terms. Capitalized terms used in this Document shall have the meaning set forth in the Combined Definitions List, Exhibit A attached hereto.

6.2 Authority to Execute Agreement. Member hereby represents, warrants and covenants to the Association that (i) it has the authority to enter into these Terms and to perform its obligations hereunder; (ii) the execution and performance of these Terms does not and will not violate any agreement to which Member is a party or by which it is otherwise bound; and (iii) when executed and delivered, these Terms will constitute a legal, valid and binding obligation of Member, enforceable in accordance with its terms.

6.3 No Other Licenses. Except for the rights expressly provided by these Terms, no Member grants or receives, by implication, estoppel or otherwise, any intellectual property rights.

6.4 Governing Law. These Terms and all claims arising out of or based upon these Terms or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

6.5 Waiver Of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM.

6.6 Notices. Notices to the Member or the Association shall be sent by personal delivery, e-mail, regular mail, or facsimile to the address or facsimile number of such party listed on the signature page of the Member’s Membership Agreement. All notices shall be deemed effective when sent. The notification address of a Member may be modified by sending written notice to the Secretary of the Association. The notification address of the Association may be modified by sending written notice to the Members. After notice of an address change has been received, any notice or request shall thereafter be given to such party at such changed address.

6.7 No Waiver. The waiver by any Member or the Association of any breach of any provision of these Terms shall not operate or be construed as a waiver of any other provision, or a subsequent breach of the same or a different provision.

6.8 Complete Agreement. These Terms set forth the entire understanding of the parties and supersede and replace all prior agreements and understandings between the Member and the Association relating hereto in their entirety, provided that these Terms do not supersede the terms and conditions of any other agreements between the Members.
6.9 Amendment. No amendments to these Terms shall be binding unless approved in accordance with the Bylaws. Member shall comply with any such revised Terms or, if Member does not accept such revised Terms, Member shall immediately withdraw from the Association. Amendments with respect to a Member shall be prospective only unless otherwise agreed to by such Member and the Association.

6.10 Third Party Beneficiaries. The Association and the Member acknowledge and agree that each other current Member is an intended third party beneficiary of these Terms solely for the purpose of the rights granted in and subject to the terms and conditions of (i) the IPR Policy and (ii) the Confidentiality provisions of the Bylaws and these Terms. There are no other intended third party beneficiaries of these Terms.

6.11 Severability. If any provision of these Terms 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 either (i) the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or (ii) if it cannot be modified, the provision will be severed and deleted from these Terms and a substitute, valid and enforceable provision most nearly reflecting the original intent shall be developed to replace the invalid provision.

6.12 No Assignment. No Member shall assign any of its rights or delegate any of its obligations as a Member or assign or transfer its Membership Agreement without the approval of the Board. For the purposes of these Terms, a Change of Control of a Member shall constitute an assignment of its Membership Agreement by such Member.

6.13 Relationship of Member and Association. These Terms shall not constitute an appointment of any party as the agent of any other party, nor shall any party have any right or authority to assume, create or incur in any manner any obligation or other liability of any kind, express or implied, against, in the name or on behalf of, any other party. Nothing herein or in the transactions contemplated by these Terms shall be construed as, or deemed to be, the formation of a partnership by or among the parties hereto.
EXHIBIT A

Combined Definitions List

“Affiliate” of a specified Person shall mean any existing or future Person, or, as the context indicates, group of Persons, that is controlling, under common control with, or controlled by such specified Person; *provided, however*, that no Person shall be deemed an Affiliate of another Person unless such Person (i) is a Parent or Subsidiary of such other specified Person, or (ii) has one or more Parents in common with such other specified Person.

“Affiliated Group” shall mean a group of Members consisting of (i) a Member; (ii) all Members that are Affiliates of such Member; and (iii) all Members that are Collective Affiliates of such Member.

“Annual Renewal Date” shall mean January 1 of each year, or such other yearly date for membership renewal as may be designated by the Board.

“Antitrust Guidelines” shall mean the guidelines addressing anti-competitive activities, behavior and communications as specified in the document headed “Antitrust Guidelines” (or similar heading) as they may adopted and amended from time to time by the Board and published on the Association’s website.

“Association” shall mean Tizen Association, a non-stock, non-profit corporation organized under the laws of Delaware.

“Association Materials” shall have the definition prescribed in Article II.A of the IPR Policy.

“Association Trademark Guidelines” shall mean the guidelines for the use of the Association’s Trademarks, as may be approved by the Board from time to time.

“Association Website” shall mean the website or websites designated by the Board from time to time that are operated and maintained by, or under the direction of, the Association.

“Authorized Person” means in relation to any of the Members, any director, officer, contractors, employee or professional adviser of a Member or a Member’s Affiliates, to whom disclosure of Confidential Information is necessary; *provided, however*, that the confidentiality notice on the Confidential Information may place further restrictions on who may be deemed an Authorized Person hereunder.

“Board” or “Board of Directors” shall mean the board of directors of the Association.
“Bylaws” shall mean the Bylaws of the Association including all documents incorporated therein by reference.

“Change of Control,” with respect to a Person, shall mean the occurrence of (a) any consolidation or merger of such Person with or into any other corporation or other Person, or any other corporate reorganization or transaction (including the acquisition of capital stock of a company), whether or not such Person is a party thereto, in which all of the stockholders or other equity owners of such Person immediately prior to such consolidation, merger, reorganization or transaction, own capital stock (or other equity interests, as applicable) either (i) representing directly, or indirectly through one or more entities, less than 50% of the economic interests in or voting power of such Person or other surviving entity immediately after such consolidation, merger, reorganization or transaction or (ii) that does not directly, or indirectly through one or more entities, have the power to elect a majority of the entire board of directors (or, in the case of a Person which is not a corporation, comparable governing body) of such Person or other surviving entity immediately after such consolidation, merger, reorganization or transaction; (b) any transaction or series of related transactions, whether or not such Person is a party thereto, after giving effect to which in excess of fifty percent (50%) of the company’s voting power is owned by any Person and its Affiliates where such Person and its Affiliates owned less than fifty percent (50%) of such power immediately prior to the transaction(s); or (c) a sale, lease or other disposition of all or substantially all of the assets of the Person, to a Person that is not an Affiliate; provided that (x) any consolidation or merger effected exclusively to change the domicile of the Person or to form a holding company in which the stockholders of the company immediately prior to such consolidation or merger own capital stock representing economic interests and voting power with respect to such redomiciled entity or holding company in substantially the same proportions as their ownership of capital stock of the Person shall be excluded from clauses (a) and (b) above and (y) any bona fide initial public offering or bona fide primary or secondary public offering following the occurrence of such initial public offering, and any repurchase of shares on the public market, shall be excluded from clause (b) above. With respect to a Member, if as a result of any governmental orders or regulatory changes, there is a fluctuation in the shareholding or other ownership of such Member or Parent of such Member, such fluctuations shall be excluded from clauses (a) and (b) above.

“Collective Affiliate” shall mean any existing or future Person that would be a Subsidiary of a hypothetical entity consisting of the combination of two or more Members, regardless of whether such Members are Affiliates of one another.

“Confidential Information” shall mean any and all information (including, without limitation, commercial, financial, marketing, business, technical or other data, including know-how, trade secrets, specifications, algorithms, calculations, formulae, processes, business methods, diagrams, drawings and Association Materials) that is (i) disclosed in written, graphic, machine recognizable, and/or sample form, and is clearly designated, labeled or marked as confidential or its equivalent; (ii), in case of oral disclosures, is designated orally as confidential at the time of disclosure and, further, within fifteen (15) business days after such oral disclosure, a summary of the disclosure is furnished to the receiving
Member ("Recipient") from the disclosing Member or Association ("Discloser") in writing or electronic form and clearly marked as confidential or its equivalent.

“Controlled Public Company” shall mean, with respect to any Person, any existing or future Public Company (i) where such Person, together with its Parents and Majority-Owned Subsidiaries, owns at least twenty percent (20%) of such Public Company’s outstanding securities entitled to vote and (ii) where no other Person (including such Person’s Parents and such Person’s Majority Owned Subsidiaries collectively) owns a larger percentage of such securities than such Person (including such Person’s Parents and such Person’s Majority Owned Subsidiaries collectively).

“Copyright” shall mean: (i) copyrights, whether registered or not, including, but not limited to, any writings and other copyrightable works of authorship protectable under copyright law and copyright licenses; (ii) moral or similar rights; and (iii) registrations of and application for any of the foregoing with any governmental entity and any renewals or extensions thereof and all other rights in, to, or arising from, any of the foregoing.

“Director” shall mean an individual serving on the Board.

“Documents” shall mean all agreements and policies of the Association, including, without limitation, the Certificate of Incorporation, the Bylaws, the IPR Policy (and all Annexes thereto), the Antitrust Guidelines, the Membership Agreement, and the Terms of Membership, in each case as may be amended from time to time in accordance with the requirements set forth in the Bylaws.

“Elector” of a particular Director shall mean the Member that appointed such Director.

“Fees” shall mean the membership dues, fees and other assessments on Members that are provided for in the Bylaws (including the Terms of Membership).

“IPR Policy” shall mean the terms and provisions governing intellectual property rights and associated licensing policies of the Association, as they may adopted and amended from time to time by the Board.

“Majority-Owned Subsidiary” shall mean, with respect to a Person, each and every existing or future other Persons where such Person directly or indirectly owns or possesses through one or more intermediaries: (i) fifty percent (50%) or more of such other Person’s outstanding ownership interests, (ii) fifty percent (50%) or more of the issued and outstanding common stock or other voting securities of such other Person, or (iii) the right to designate or elect a majority of the board of directors, board of managers or other governing body of such other Person.

“Member” shall mean a member of the single class of membership of the Association, as referenced in the Bylaws, entitled to appoint a Director and Operations Representative in accordance with the Bylaws.
“Membership Agreement” shall mean an agreement to be entered into by each Member that governs its participation in the Association and whereby each Member agrees to be bound by the Terms of Membership.

“Membership” shall mean the collective group of all Members of the Association.

“Parent” shall mean each and every existing or future Person that, with respect to another Person, owns, directly or indirectly through one or more intermediaries: (i) fifty percent (50%) or more of such other Person’s outstanding ownership interests, (ii) fifty percent (50%) or more of the issued and outstanding common stock or other voting securities of such other Person, or (iii) the right to designate or elect a majority of the board of directors, board of managers or other governing body.

“Person” shall mean a partnership, a corporation (including a business trust), a joint stock company, an unincorporated association, a limited liability company, a joint venture, a trust or other entity or a governmental authority. For the avoidance of doubt, the term “Person” shall not refer to any individual.

“Public Company” shall mean a company that has issued voting securities through an offering, which securities are now publicly traded on the open market.

“Purpose” shall mean the fostering of service-neutral device platform technology, along with all other things ancillary to the foregoing purpose.

“Subsidiary” of a Person shall mean a Majority-Owned Subsidiary or Controlled Public Company of such Person.

“Terms of Membership” shall mean the document, headed “Terms of Membership”, that is incorporated by reference into the Bylaws and contains the rules and regulations for Members of the Association and that may be amended by the Board from time to time.

“Trademark” shall mean any of the following, in any jurisdiction throughout the world: trademarks (registered or unregistered), trademark applications, service marks, trade dress, trade names, logos, slogans, and corporate names (and all translations, adaptations, derivations and combinations of the foregoing) and Internet domain names, together with all of the goodwill associated therewith.
EXHIBIT B
Membership Agreement
MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (the “Agreement”) by and between Tizen Association, a Delaware non-profit non-stock corporation (the “Association”), and the undersigned entity (“Applicant”), is effective as of the date stated below under the caption “Effective Date,” or, if no such date is specified, as of the date this Agreement is executed by the Applicant after it has also been executed by the Association, with such effect being retroactive when the date the Agreement is executed by the Association is later than the date the Agreement is executed by the Applicant (such date, the “Effective Date”).

WHEREAS, the purpose of the Association is to foster service-neutral device platform technology, along with all other things ancillary to the foregoing purpose;

WHEREAS, the Association has adopted Bylaws setting forth a governance structure; and WHEREAS, Applicant would like to become a member of the Association.

NOW THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to receipt of the applicable membership Fees, the Association agrees to admit Applicant as a Member as of the Effective Date on the terms and conditions of the Bylaws and Terms of Membership of the Association (which Bylaws, including the IPR Policy, Antitrust Guidelines, and the Terms of Membership and other policies and agreements required for membership in the Association, are incorporated herein as a part of this Agreement), and Applicant agrees to abide by the Bylaws, IPR Policy, Antitrust Guidelines, and Terms of Membership and other policies and agreements required for membership in the Association (as the same may be amended from time to time in accordance with the terms thereof), in each case as applicable to Members.

2. Capitalized terms used in this Agreement shall have the meaning set forth in the Bylaws, the Terms of Membership and the Combined Definitions List attached to the Terms of Membership.

3. Each other Member of the Association (whether admitted prior to, on or subsequent to the date hereof) shall be a third party beneficiary of Applicant’s obligations under this Agreement solely for the purpose of the rights and obligations under the terms and conditions of (i) the IPR Policy and (ii) the confidentiality provisions of the Bylaws and Terms of Membership. Applicant acknowledges and agrees that the IPR Policy, the Bylaws and the Terms of Membership are subject to amendment from time to time in accordance with their terms.

4. This Agreement may be executed in more than one counterpart, but shall not be effective until both the Applicant and the Association have each executed at least one counterpart. Each such counterpart shall be deemed delivered and effective upon delivery of the facsimile or electronic mail copy as provided below. Each counterpart when executed and delivered shall be deemed to constitute an original of this Agreement but all counterparts together shall constitute one and the same instrument. Applicant shall send a copy of the signed Agreement by facsimile or electronic mail (in PDF or TIFF format) to the Association, and shall send its original
counterpart via courier or registered mail to the Association at the address set forth on the signature page.

5. Applicant may specify its corporate logo on Exhibit A to this Agreement, for the Association’s use pursuant to the Terms of Membership.

In witness whereof, the Association and Applicant have caused this Agreement to be executed by their respective duly authorized representatives, effective as of the Effective Date.

Effective Date:

**Association**

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________

**Association’s Notice Information**

Address: Tizen Association
Tizen Association
2400 Camino Ramon, Suite 375
San Ramon, CA 94583

Telephone: +1.925.275.6695
Fax: +1.925.884.2060
Email: admin@tizenassociation.org

**Applicant:**

Company: ______________________
By: ___________________________
Name: _________________________
Title: _________________________
Date: _________________________

**Applicant’s Notice Information:**

Address: _______________________
Attention: _______________________
Telephone: _______________________
Fax: ___________________________
Email: _________________________
EXHIBIT A TO MEMBERSHIP AGREEMENT

APPLICANT’S APPROVED LOGO

Applicant __________________________________________________________

Signature __________________________________________________________

Additional restrictions on use of the logo (e.g., sizing and proportions):
EXHIBIT C

ANNUAL DUES

One Hundred and Twenty Thousand U.S. Dollars (U.S. $120,000.00) for the 2013 membership year.