

LIBERTY ALLIANCE SPECIFICATION SPONSOR AGREEMENT

This Liberty Alliance Specification Sponsor Agreement ("Agreement") is entered by and among _____, a _____ corporation, and the Founders (as defined below) as of November 30, 2001, as well as by and among any other parties that subsequently enter into this Agreement as of the date on which they execute it.

Background

WHEREAS

The SPONSORS (as defined below) have a goal of facilitating individual consumers and businesses to be able to maintain personal information securely. Therefore, by this Agreement the SPONSORS form the Liberty Alliance to achieve the following: 1) to provide a universal open standard for single sign-on with decentralized authentication and open authorization from multiple providers; and 2) to provide an open standard for network identity spanning all network devices and 3) to encourage broad and open industry adoption of these specifications. These goals will be achieved by, among other activities and output, creating SPECIFICATIONS and OTHER OUTPUT including architecture, protocols, formats, programming interfaces and logic flow.

NOW IT IS HEREBY AGREED

In consideration of their participation in development, definition and promotion of the SPECIFICATIONS and OTHER OUTPUT, and in consideration of all other SPONSORS entering into Agreements in identical form and all future parties who wish to participate as SPONSORS entering into such an Agreement as a condition of becoming a SPONSOR (such that all SPONSORS shall be regarded as parties to a single instance of this Agreement), each SPONSOR agrees to the following:

Agreement

1 Definitions

"AFFILIATE" shall mean a governmental agency or other not-for-profit entity that has executed a copy of the Affiliate Agreement in the form attached hereto as Attachment A.

"ALL PARTICIPANT'S MEETING" shall have the meaning set forth in Section 2.7 of this Agreement.

"ASSOCIATE" shall mean an entity that has executed a copy of the Associate Agreement, in the form attached hereto as Attachment B.

"CONFIDENTIAL INFORMATION" shall mean: (i) those LICENSED MATERIALS that are provided in tangible form and are clearly marked as "Confidential"; or (ii) information concerning the status of matters under consideration by the Liberty Alliance, including but not limited to DRAFT SPECIFICATIONS and OTHER OUTPUT or documents concerning governance that are provided in tangible form and are clearly marked as "Confidential," or if disclosed orally that are clearly identified as "Confidential" at the time of disclosure.

"DRAFT SPECIFICATION" shall mean a document in draft or non-final form being worked on by an EXPERT GROUP prior to adoption by the MANAGEMENT BOARD as a FINAL SPECIFI-

CATION that contains a set of technical criteria (including reference to existing specifications and protocols) that describe the basic interfaces and attributes for an open standard for single sign-on network identity with decentralized authentication and open authorization from multiple providers of data spanning all network devices, but do not describe, prescribe or favor particular user interface, OS or hardware environments.

“EXPERT GROUP” shall have the meaning set forth in Section 8 of this Agreement.

"FINAL SPECIFICATION" shall mean a document recommended by an EXPERT GROUP and approved by the MANAGEMENT BOARD as a final release pursuant to Section 9.2 below that contains a set of technical criteria (including reference to existing specifications and protocols) that describe the basic interfaces and attributes for an open standard for single sign-on network identity with decentralized authentication and open authorization from multiple providers of data spanning all network devices, but do not describe, prescribe or favor particular user interface, OS or hardware environments. The term “FINAL SPECIFICATION” shall also include any updates, revisions or new versions of the foregoing that are adopted by the MANAGEMENT BOARD pursuant to Section 9.2 below.

"FOUNDER" shall mean any company that executes this Agreement not later than noon, Pacific Standard Time on December 17, 2001. FOUNDERS shall be SPONSORS under this Agreement.

"FULLY COMPLIANT" shall mean: (a) an implementation of a FINAL SPECIFICATION which supports or implements all of the portions of that FINAL SPECIFICATION defined by that FINAL SPECIFICATION as being "Required"; or (b) an implementation of an optional portion of a FINAL SPECIFICATION or optional FINAL SPECIFICATION which supports all elements defined by that FINAL SPECIFICATION as being "Required"; and, in each instance, (c) an implementation of all portions of a FINAL SPECIFICATION and OTHER OUTPUT required for a specific type of product or component thereof.

"LICENSED MATERIALS" shall mean any literary work or other work of authorship, including but not limited to toolkits, software development kits (“SDK”), sample code, reference implementations, prototypes, software, software protocols, formats, interfaces and test tools, whether pre-existing or newly created or prepared under the auspices of an EXPERT GROUP, that is offered by one or more SPONSORS for use in the development of or for inclusion in a SPECIFICATION or OTHER OUTPUT.

"NECESSARY CLAIMS" shall mean those claims of all patents, pending patent applications and utility models, regardless of when issued or effective, under which a PARTICIPANT, or its SUBSIDIARIES has the right, at any time during the term of their participation, to grant licenses of the scope contemplated herein, all to the extent and only to the extent that the PARTICIPANT, and its SUBSIDIARIES, has the right to grant such licenses as of the date of any license to be entered into with the other PARTICIPANT(S) as contemplated in Section 3.5 of this Agreement, and which are necessarily infringed by a FULLY COMPLIANT implementation of a version of a FINAL SPECIFICATION (and of required OTHER OUTPUT, if any) approved by the SPONSORS pursuant to Section 9.2 or 9.3 below, where such infringement could not have been avoided by another technically feasible non-infringing implementation of such FINAL SPECIFICATION. Notwithstanding the foregoing sentence, NECESSARY CLAIMS do not include any claims other than those set forth above even if contained in the same patent as NECESSARY CLAIMS.

“MANAGEMENT BOARD” shall have the meaning set forth in Section 2.1 of this Agreement.

“NECESSARY CLAIMS CONFIDENTIAL INFORMATION” or “NCCI” shall have the meaning set forth in Section 7.1(d).

"OTHER OUTPUT" shall mean output other than a FINAL SPECIFICATION (e.g. policies) recommended by an EXPERT GROUP and approved (whether as a final or some form of early access release) by the MANAGEMENT BOARD pursuant to Section 10.

"PARTICIPANT" shall mean any entity participating in the Liberty Alliance that is either a SPONSOR, AFFILIATE OR ASSOCIATE.

“QUORUM” shall mean more than fifty percent (50%) of the members of the applicable group (i.e. the MANAGEMENT BOARD or an EXPERT GROUP) are present at a meeting, either in person, by telephone or by such other means as may be prescribed by such group or by this Agreement.

“REVIEW PERIOD” shall have the meaning set forth in Section 10.2(a) of this Agreement.

"SPONSORS" shall mean the FOUNDERS and any other parties to this Agreement.

“SPECIFICATION” means a DRAFT SPECIFICATION and/or FINAL SPECIFICATION where, in the specific context in which the term is used in the Agreement, there is no need to distinguish whether the document in question is a DRAFT SPECIFICATION or a FINAL SPECIFICATION.

"SUBSIDIARY" of a party hereto or of a third party shall mean a corporation, company or other entity:

- (a) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly, by a party hereto or such third party, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists; or
- (b) which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than fifty percent (50%) of whose ownership interest representing the right to make the decisions for such corporation, company or other entity is now or hereafter, owned or controlled, directly or indirectly, by a party hereto or such third party, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

2 Organization and Administration

2.1 The MANAGEMENT BOARD

- a. The MANAGEMENT BOARD shall be responsible for the governance and management of the Liberty Alliance, including but not limited to (i) establishing and overseeing EXPERT GROUP(S), and (ii) managing the day-to-day activities associated with developing and promoting SPECIFICATIONS and OTHER OUTPUT,

including the establishment of policies and procedures insofar as they are not inconsistent or in conflict with this Agreement. The MANAGEMENT BOARD shall have the same number of members as there are FOUNDERS (even after the initial MANAGEMENT BOARD terms described in Section 2.1[b] expire).

- b. Each FOUNDER shall designate one (1) person to represent it on the initial MANAGEMENT BOARD, as well as one (1) alternate to represent such FOUNDER on those occasions when the primary representative is unable to participate. At the first meeting of the initial MANAGEMENT BOARD, one-half (rounded up to nearest whole number if there is an odd number of MANAGEMENT BOARD members) of the MANAGEMENT BOARD representatives shall be designated by lottery to serve a two (2) year term, and the other half shall be designated to serve a three (3) year term. Only SPONSORS may be represented on the MANAGEMENT BOARD.
- c. Upon the expiration of the initial MANAGEMENT BOARD terms established pursuant to the previous paragraph, MANAGEMENT BOARD elections shall be held annually with one-half of the MANAGEMENT BOARD being elected each year for a two (2) year term. For each election, each SPONSOR may nominate one (1) candidate to represent it on the MANAGEMENT BOARD. Each SPONSOR shall have the same number of votes as there are vacancies on the MANAGEMENT BOARD, and the candidates receiving the most number of votes shall be selected in order to fill such vacancies, provided that at no time may any SPONSOR have more than one member on the MANAGEMENT BOARD.
- d. Each SPONSOR may change its representative and/or its alternate upon written notice to the MANAGEMENT BOARD.
- e. The MANAGEMENT BOARD shall be responsible for filling any vacancies on the MANAGEMENT BOARD caused by the resignation or termination of a SPONSOR, whether during the initial MANAGEMENT BOARD terms established pursuant to Section 2.1(b) or thereafter.
- f. The MANAGEMENT BOARD shall seek to reach its decisions by consensus. When no consensus can be reached in a timely manner, however, the MANAGEMENT BOARD shall make decisions by voting, with each member of the MANAGEMENT BOARD having one (1) vote and, except as expressly set forth in this Agreement, all decisions of the MANAGEMENT BOARD shall be made by a simple majority of those voting when a QUORUM exists. Except for procedural matters (for example, whether to adjourn a meeting), the MANAGEMENT BOARD shall not make any decisions, whether by consensus or by voting, unless a QUORUM exists. Except as expressly set forth herein, voting percentages required for actions to be taken as set forth herein are to be calculated in terms of the number of "Yes" and "No" votes cast by those MANAGEMENT BOARD members present when a QUORUM exists. Only "Yes" and "No" votes shall be counted, and abstentions or non-votes shall not be counted, but also shall not affect the determination as to whether a QUORUM exists.
- g. The MANAGEMENT BOARD shall elect the following officers from its members:

President, who serves as the chairman at all meetings of the MANAGEMENT BOARD and acts as the chief administrator of the MANAGEMENT BOARD, Vice President, who assists the President and performs the duties of the President when the President is unavailable, Secretary, who records and distributes key meeting results, including voting results, and a Treasurer to manage any financial issues associated with the creation, adoption, promotion and/or maintenance of the SPECIFICATIONS OR OTHER OUTPUT. The officers of the MANAGEMENT BOARD shall be elected for a term of one (1) year and may serve multiple terms, if duly elected.

- h. The MANAGEMENT BOARD shall meet as frequently as is prudent to carry out its responsibilities, and such meetings may be held in person, by telephone or video conference, or such other means as the MANAGEMENT BOARD deems appropriate; provided, however, that until the initial version of the FINAL SPECIFICATION is released, the MANAGEMENT BOARD shall meet in person at least on a quarterly basis at such times and places as designated by the President. SPONSORS that do not have representatives serving on the MANAGEMENT BOARD may attend such in-person meetings, although the MANAGEMENT BOARD may, upon at least a fifty percent (50%) vote, choose to go into a closed session to consider matters of such sensitivity or confidentiality as to merit such treatment. In addition, the MANAGEMENT BOARD, may in its discretion, permit PARTICIPANTS that are not members of the MANAGEMENT BOARD to attend MANAGEMENT BOARD meetings, provided that such PARTICIPANTS shall have no voting rights with respect to MANAGEMENT BOARD activities. Meetings of the MANAGEMENT BOARD shall occur on not less than fourteen (14) days written notice to all SPONSORS.
- 2.2 In addition to the entities initially identified herein as FOUNDERS, other entities that wish to participate in the work of the Liberty Alliance as a SPONSOR may submit an application to the MANAGEMENT BOARD in a form decided by the MANAGEMENT BOARD. Such other entities shall be permitted to join as SPONSORS provided that such entities meet the objective criteria for participation established by the MANAGEMENT BOARD in compliance with the objectives set forth in Section 5 of this Agreement and agree to the terms of this Agreement. Similarly, the MANAGEMENT BOARD shall also establish application forms and objective membership criteria for participation in the Liberty Alliance as AFFILIATES and ASSOCIATES for use in conjunction with the Affiliate Agreement and Associate Agreement attached as Attachments A and B hereto.
- 2.3 Except as expressly set forth herein (including any reimbursements or pro-rata sharing of Liberty Alliance expenses approved by the MANAGEMENT BOARD pursuant to Section 2.5 of this Agreement), each SPONSOR shall bear its own costs and expenses in connection with its participation in development of SPECIFICATIONS or OTHER OUTPUT, including without limitation compensation of its employees, and all travel and living expenses associated with the SPONSOR's participation in any meetings and conferences.
- 2.4 Except as expressly set forth below, no SPONSOR may use the name of any other PARTICIPANT in any form of publicity without the written permission of the other(s) whose names it wishes to use; provided, however, that any SPONSOR may, with the approval of the MANAGEMENT BOARD, publicly disclose the identity of other PARTICIPANTS in

documentation, press releases, brochures and other materials, provided that all such references are truthful and accurate. In addition, any SPONSOR may publicly disclose the fact and nature of its own participation in the Liberty Alliance in documentation, press releases, brochures and other materials. In recognition of their special status in connection with the creation of SPECIFICATIONS and OTHER OUTPUT, the FOUNDERS may identify themselves as founding members of the Liberty Alliance in any press releases, brochures and other materials relating to the SPECIFICATIONS and OTHER OUTPUT, and no other PARTICIPANTS shall be permitted to make this claim or to identify themselves as FOUNDERS.

- 2.5 a. On an annual basis the MANAGEMENT BOARD shall establish a schedule of membership fees for each class of PARTICIPANTS. The fee schedule for the first year of the Liberty Alliance is attached hereto as Attachment C. Any changes to the annual fee schedule from year to year shall require a seventy five per cent (75%) majority vote of the MANAGEMENT BOARD.
- b. Within thirty (30) days following its execution of this Agreement, each SPONSOR shall pay to an account designated by the Treasurer an amount equal to twenty five percent (25%) of the applicable annual fee specified in Attachment C. Thereafter, on a quarterly basis, the Treasurer shall invoice, and each SPONSOR shall pay, its pro rata share of any reasonable and demonstrable expenses incurred by the Liberty Alliance or by SPONSORS acting on its behalf during the just-completed quarter (which may, subject to the MANAGEMENT BOARD'S approval, include reimbursement for costs incurred by SPONSORS on behalf of the Liberty Alliance prior to entering into this Agreement); provided, however, that any such expenses must satisfy any criteria and procedures established by the MANAGEMENT BOARD; and provided, further, that under no circumstances shall any SPONSOR's pro rata share for any given quarter exceed twenty five percent (25%) of the applicable annual fee specified in Attachment C. The MANAGEMENT BOARD may choose to offset against the quarterly fees to be invoiced to SPONSORS a portion of the fees received from ASSOCIATES, provided that in determining the amount of this offset the MANAGEMENT BOARD shall retain sufficient reserves in the Liberty Alliance's account(s) to cover the anticipated costs for the year in question of providing services to ASSOCIATES hereunder (for example, costs of hosting the ALL PARTICIPANTS MEETINGS). Any SPONSOR that does not satisfy its obligations under this Section 2.5 (subject to a reasonable opportunity to cure) shall be in breach of this Agreement, and in addition to any other remedies available at law or in equity, shall be precluded from further participation in any EXPERT GROUP and the MANAGEMENT BOARD until such breach is fully remedied.
- c. On an annual basis, the MANAGEMENT BOARD shall establish a budget for the activities of the Liberty Alliance. Approval of the budget shall require a seventy five per cent (75%) majority vote of the MANAGEMENT BOARD.
- 2.6 The MANAGEMENT BOARD shall designate a representative to manage the ASSOCIATE and AFFILIATE sign-up process, including have the authority to enter into the Affiliate and Associate Agreements with Affiliates and Associates, respectively, on behalf of the SPONSORS. For the avoidance of doubt, the authority that may be delegated pursuant to the preceding sentence shall not be understood to authorize such representative to modify the

terms of an Affiliate or Associate Agreement. The MANAGEMENT BOARD shall maintain an updated list of all current ASSOCIATES and AFFILIATES and all contact information for each ASSOCIATE and AFFILIATE. The MANAGEMENT BOARD will make the list of ASSOCIATES and AFFILIATES available to each SPONSOR upon request.

- 2.7 Any SPONSOR or group of SPONSORS may propose to the MANAGEMENT BOARD the establishment of one or more EXPERT GROUP pursuant to the provisions of Section 9 of this Agreement. The MANAGEMENT BOARD shall also schedule at least two (2) meetings per year to include those SPONSORS, ASSOCIATES and AFFILIATES who wish to attend ("ALL PARTICIPANT'S MEETING"). Any then-existing EXPERT GROUP shall send no less than one (1) representative to the ALL PARTICIPANT'S MEETING who shall be responsible for receiving any comments or contributions of the PARTICIPANTS and to communicate those comments and contributions to the EXPERT GROUP. The purpose of the ALL PARTICIPANT'S MEETING shall include providing any interested PARTICIPANT with the opportunity to comment on or make contributions to drafts or proposals before an EXPERT GROUP or the MANAGEMENT BOARD.

3 Ownership and Licensing of Intellectual Property

- 3.1 Each SPONSOR shall retain ownership (including, but not limited to, the right to publish or distribute without any obligation of confidentiality, notwithstanding any terms of this Agreement to the contrary) of any of its LICENSED MATERIALS that such SPONSOR offers for use in the development of or for inclusion in a SPECIFICATION or OTHER OUTPUT, as well as of such SPONSOR's implementations of the technologies described in a SPECIFICATION. Where two or more SPONSORS jointly develop LICENSED MATERIALS or intellectual property appurtenant thereto (such as copyrights or patent rights) as part of their work on the Liberty Alliance, such SPONSORS shall jointly own any such LICENSED MATERIALS and intellectual property, without any obligation of accounting to each other or to the other PARTICIPANTS. All the foregoing ownership rights are subject to any underlying licenses granted in this Agreement.
- 3.2 To the extent to which a SPECIFICATION or OTHER OUTPUT constitutes a copyrightable work distinct from any PARTICIPANT's copyright interests in Licensed Materials included as part of such SPECIFICATION or OTHER OUTPUT or from which they are derived, the copyright in such SPECIFICATION or OTHER OUTPUT shall be owned by the contributing PARTICIPANTS.
- 3.3 Each SPONSOR understands and agrees that neither the EXPERT GROUP nor the MANAGEMENT BOARD has any obligation to include as part of any SPECIFICATION or OTHER OUTPUTS any LICENSED MATERIALS offered by such SPONSOR.
- 3.4 Each SPONSOR hereby grants to each other PARTICIPANT engaged in the work of an EXPERT GROUP a limited, irrevocable, non-exclusive, worldwide, no-fee, royalty-free right and license of such SPONSOR's LICENSED MATERIALS and under such SPONSOR's NECESSARY CLAIMS solely to conduct the work of the EXPERT GROUP up to the point at which the MANAGEMENT BOARD approves (or rejects) a proposed FINAL SPECIFICATION or OTHER OUTPUT recommended by the EXPERT GROUP in question.

- 3.5 If and to the extent a FINAL SPECIFICATION or OTHER OUTPUT includes any LICENSED MATERIALS or is subject to any NECESSARY CLAIMS of a SPONSOR, the SPONSORS grant licenses as follows:
- (a) Except as otherwise provided in Section 10.1, each SPONSOR hereby grants to all other parties an irrevocable, perpetual, non-exclusive, worldwide, paid-up copyright license to reproduce, display, perform, prepare and have prepared derivative works based upon, distribute and sublicense the LICENSED MATERIALS included in the FINAL SPECIFICATION and OTHER OUTPUT and derivative works thereof as set out in this Agreement, including the right to authorize SUBSIDIARIES to do any, some or all of the foregoing, and including under any copyright interest such SPONSOR holds in the SPECIFICATION or OTHER OUTPUT that is distinct from its copyright interest(s) in the LICENSED MATERIALS included in such SPECIFICATION or OTHER OUTPUT; provided, however, that each SPONSOR acknowledges that the provisions described in Section 9 of this Agreement are the means by which the Liberty Alliance seeks to act as the steward for defining and revising SPECIFICATIONS and certain forms of OTHER OUTPUT (e.g. Policies), and no SPONSOR shall take any actions under the foregoing license, including but not limited to granting sublicenses to third parties, that would be inconsistent with this intention.
 - (b) Except as otherwise provided in Section 10.2, each SPONSOR (on behalf of itself and its SUBSIDIARIES) hereby covenants to grant to any other person or legal entity (whether or not such person or entity is also a PARTICIPANT) a no-fee, royalty-free, nonexclusive, nontransferable, license under its NECESSARY CLAIMS to implement any FINAL SPECIFICATION and OTHER OUTPUT, but only to the extent needed to be FULLY COMPLIANT, and sell, promote or otherwise distribute the resulting implementation, which license may be made subject to the condition that those who seek licenses under this Section 3.5(b) agree to grant reciprocal, no-fee, royalty-free, non-exclusive, nontransferable licenses under their NECESSARY CLAIMS to such SPONSOR and all other parties necessary to implement the FINAL SPECIFICATION in a Fully Compliant manner. Except as set forth herein, the negotiation of licenses pursuant to this Section 3.5(b) shall be left to the parties concerned. Notwithstanding the foregoing, no SPONSOR shall be required to grant a license pursuant to this Section with respect to; (i) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a FINAL SPECIFICATION and OTHER OUTPUT, but are not themselves expressly set forth in that FINAL SPECIFICATION and OTHER OUTPUT (e.g. semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, database technology, etc.); (ii) the implementation of other specifications, even if referred to in a FINAL SPECIFICATION and OTHER OUTPUT; or (iii) any portion of any product and any combinations thereof the sole purpose or function of which is not required in order to be FULLY COMPLIANT with a FINAL SPECIFICATION and OTHER OUTPUT. Additionally, in no event shall a SPONSOR be required to grant a license pursuant to this Section 3.5(b) with respect to technology that is not required to implement a FINAL SPECIFICATION and OTHER OUTPUT.
 - (c) Corresponding licenses to be granted by ASSOCIATES and by AFFILIATES (where applicable) are as specified in the ASSOCIATES Agreement and AFFILIATES Agreement, respectively.

- 3.6 Except as explicitly set forth in this Agreement, a SPONSOR does not grant any PARTICIPANT or third party any rights or licenses to any patents, copyrights, trademarks, trade secrets or other intellectual property rights of such SPONSOR.
- 3.7 By a seventy five per cent (75%) majority vote of its members, the MANAGEMENT BOARD may agree to establish one or more trademarks ("TRADEMARK") where the Board concludes that such establishment will serve the goals and objectives of the Liberty Alliance including, for example, to indicate compliance of an implementation of a FINAL SPECIFICATION with that SPECIFICATION and other requirements approved by the MANAGEMENT BOARD; provided, however, that the MANAGEMENT BOARD shall use reasonable efforts and act in good faith not to establish a TRADEMARK that would be confusingly similar to any trademark or service mark owned by any SPONSOR. Any TRADEMARK established under this Section 3.6 shall be owned by a trust or other entity ("TRADEMARK OWNER") established by the MANAGEMENT BOARD on behalf of the SPONSORS. The TRADEMARK OWNER will use commercially reasonable efforts to clear and register the TRADEMARK in those countries designated by the MANAGEMENT BOARD as necessary countries, with appropriate input from the SPONSORS. The TRADEMARK OWNER will license all PARTICIPANTS to use the TRADEMARK pursuant to terms to be stated in a license agreement in a form approved by the TRADEMARK OWNER and MANAGEMENT BOARD.
- 3.8 Each SPONSOR shall be offered access to any password-protected areas of the Liberty Alliance website.

4 Disclosure of Patents

- 4.1 During the REVIEW PERIOD, each SPONSOR shall disclose to the MANAGEMENT BOARD, in writing, the existence of any NECESSARY CLAIMS that it has determined cover a DRAFT SPECIFICATION and OTHER OUTPUT that are personally known to the individuals acting on behalf of such SPONSOR with respect to the DRAFT SPECIFICATION and OTHER OUTPUT, provided that it is understood and agreed that such individuals do not represent that they personally know of all potentially pertinent claims of patents and patent applications owned or claimed by the SPONSOR they represent or any third parties.
- 4.2 The obligation set forth in Section 4.1 above does not, however, imply any obligations on SPONSORS (collectively or individually) to perform or conduct patent searches. Further, nothing in this Agreement nor the act of a SPONSOR submitting, supporting, or approving a proposal for a SPECIFICATION and OTHER OUTPUT shall be construed or otherwise interpreted as any kind of express or implied representation that such SPONSOR does or does not hold any patents or patent applications which contain claims that cover such SPECIFICATION and OTHER OUTPUT.

5 Compliance with Antitrust Laws

- 5.1. The SPONSORS will be combining unique experience and skills to create an open standard for single sign-on with decentralized authentication and open authorization from multiple providers of data spanning all network devices, and this purpose is believed by the SPONSORS to be more difficult to achieve through the independent efforts of each company. The SPONSORS are committed to fostering open competition in the development and sales of

products and services related to the network enabling ubiquitous single sign-on and decentralized authentication of data among multiple different networked devices. The SPONSORS also understand that in certain lines of business they are direct competitors and that it is imperative that they and their representatives act in a manner which does not violate any applicable antitrust or competition laws pertaining to monopolistic or anti-competitive practices. Thus, all SPONSORS shall comply with all applicable antitrust and competition laws of all relevant jurisdictions. In addition, with the advice of counsel the MANAGEMENT BOARD shall from time to time promulgate detailed Antitrust Compliance Guidelines for the consideration of the SPONSORS and other Participants concerning their participation in the Liberty Alliance. These Guidelines are not intended to replace or displace each SPONSOR's own antitrust policies, but shall operate to guide the PARTICIPANTS' participation in the Liberty Alliance. The initial version of such Guidelines is attached hereto as Attachment D.

- 5.2 As a result of signing this Agreement, participating in the development of SPECIFICATIONS, or in any way voting for or endorsing SPECIFICATIONS or OTHER OUTPUT, the SPONSORS are not required to develop or market any offerings, and are not precluded from engaging in any business activities whatsoever, even if they are competitive with the activities conducted under this Agreement.

6 Marking Requirements

- 6.1 Any SPECIFICATION published by the MANAGEMENT BOARD shall contain the following printed notice in a clear and conspicuous place:

"Implementation of certain elements of this SPECIFICATION may require licenses under third party intellectual property rights, including without limitation, patent rights. The SPONSORS of and any other contributors to the SPECIFICATION are not, and shall not be held responsible in any manner, for identifying or failing to identify any or all such third party intellectual property rights. This SPECIFICATION is provided "AS IS", and no participant in the Liberty Alliance makes any warranty of any kind, express or implied, including any implied warranties of merchantability, non-infringement of third party intellectual property rights, and fitness for a particular purpose."

Similarly, any forms of OTHER OUTPUT published by the MANAGEMENT BOARD that require conformance with or to them in order for an implementation of a SPECIFICATION to be FULLY COMPLIANT shall be published with a notice substantially similar to the foregoing.

- 6.2 Any published SPECIFICATION and OTHER OUTPUT for which any relevant third party patent has been identified by the MANAGEMENT BOARD shall include the following notice in a clear and conspicuous place: "Implementation of this SPECIFICATION as stated in [insert reference to relevant provisions affected by patent claim] may involve the use of a patent/patent number XXX [delete as appropriate] concerning [insert subject matter] claimed by [insert claimant name if known] as granted by [insert country, if known]. The SPONSORS of the SPECIFICATION take no position concerning the evidence, validity and scope of this claimed patent right. Implementation of certain elements of this SPECIFICATION may also require licenses under third party intellectual property rights other than

those identified above, including without limitation, patent rights. The SPONSORS of the SPECIFICATION are not, and shall not be held responsible in any manner for, identifying or failing to identify any or all such third party intellectual property rights."

7 Confidentiality

- 7.1 As a general principle, no SPONSOR wishes to receive from any other SPONSOR under this Agreement any information which the disclosing SPONSOR considers to be confidential; however, the SPONSORS do wish to allow the work of the Liberty Alliance to proceed in a constructive manner under conditions which promote candid and open discussions. Accordingly:
- a. Unless and until CONFIDENTIAL INFORMATION is made available to the public through the processes set forth herein or established by the MANAGEMENT BOARD, each SPONSOR (except the owner or authorized licensor) shall use the same degree of care and discretion it uses to avoid disclosure of its own confidential information not to disclose such CONFIDENTIAL INFORMATION to any entity or person who is not a PARTICIPANT engaged in the activities for which such LICENSED MATERIALS were provided.
 - b. The obligation of confidentiality set forth in this Section 7 shall expire three (3) years from the date the CONFIDENTIAL INFORMATION is first disclosed to the SPONSOR, and shall not apply to any information which: (i) is or becomes publicly available other than by the SPONSOR's breach of a duty; (ii) is rightfully received from a third party without any obligation of confidentiality; (iii) is rightfully known by the SPONSOR without any limitation on disclosure prior to its receipt; (iv) is independently developed by the SPONSOR without use of the CONFIDENTIAL INFORMATION; or (v) is released for disclosure by the SPONSOR with the disclosing party's written consent.
 - c. Disclosure of CONFIDENTIAL INFORMATION is not prohibited if prior notice is given to its owner and if such disclosure is (a) compelled pursuant to a legal proceeding or (b) otherwise required by law; provided, however, that the party proposing to make such disclosure will first have made a reasonable effort to obtain a protective order or to have informed the owner of the CONFIDENTIAL INFORMATION so as to allow it a reasonable opportunity to seek such an order.
 - d. Subject to the restrictions on disclosure set forth above and to any copyrights or patent rights, and excluding any CONFIDENTIAL INFORMATION concerning patents or patent applications disclosed pursuant to Section 10.2(a)(iii) below ("NECESSARY CLAIMS CONFIDENTIAL INFORMATION" or "NCCI"), each SPONSOR shall be free to use any ideas, concepts, know-how and techniques contained in CONFIDENTIAL INFORMATION disclosed to it for any purpose in furtherance of the goals of the Liberty Alliance including, for example, the development of commercial products or services intended for use in conjunction with compliant implementations of the SPECIFICATIONS or OTHER OUTPUT. It is understood that receipt of CONFIDENTIAL LICENSED MATERIALS under this Agreement will not create any obligation in any way limiting or restricting the assignment and/or reassignment of any of any SPONSOR employees.

- e. Any NCCI disclosed to the MANAGEMENT BOARD shall not be further disclosed by any SPONSOR except on a need-to-know basis, for example, to the chair or other select members (or their agents) of the EXPERT GROUP responsible for the SPECIFICATION in question in order to assess the feasibility and prudence of revising a SPECIFICATION to avoid NECESSARY CLAIMS identified in a Necessary Claims Disclosure Notice. This Agreement is not intended to prevent a party receiving NCCI from using RESIDUAL KNOWLEDGE, subject to any valid patents and copyrights of the owner of such NCCI. RESIDUAL KNOWLEDGE means NCCI that is retained in the unaided memories of the receiving party's employees or agents who have had access to NCCI.

8 Expert Group

- 8.1 Any SPONSOR or group of SPONSORS may propose to the MANAGEMENT BOARD the establishment of one or more technical, public policy, or business/marketing groups to carry out the work of providing an open standard for single sign-on with decentralized authentication and open authorization from multiple providers of data spanning all network devices, and/or encouraging broad and open industry adoption of these specifications ("EXPERT GROUP"). Such proposal shall include the purposes of such EXPERT GROUP, particularly including the specific technical or other area to be the subject of the EXPERT GROUP, and the SPONSORS that initially desire to participate in such EXPERT GROUP. Approval of the formation of each EXPERT GROUP shall require a seventy five per cent (75%) majority vote of the MANAGEMENT BOARD, whereupon the MANAGEMENT BOARD shall appoint the chairperson(s) of such EXPERT GROUP. The MANAGEMENT BOARD shall provide timely notice of the formation and chairperson of each EXPERT GROUP to all SPONSORS.
- 8.2 Each SPONSOR will have the right to designate one (1) person to represent it in an EXPERT GROUP and one (1) person to serve as an alternate, should the primary representative not be able to participate. Each SPONSOR may change its representative and/or its alternate upon written notice to the other SPONSORS. Only SPONSORS shall be members of the EXPERT GROUP, and, except as set forth in Section 8.5 or as otherwise directed by the MANAGEMENT BOARD, the meetings of EXPERT GROUPS shall be limited to their members. The schedule of the meetings of the EXPERT GROUP shall be published by the MANAGEMENT BOARD and shall be held in locations that on average are equally convenient to all members. After the first meeting of an EXPERT GROUP, the members will elect a vice-chair and secretary, and if necessary a treasurer from its members. Also after the first meeting of an EXPERT GROUP, it shall advise the MANAGEMENT BOARD of its officers and a membership roster, and will propose and present a schedule for meetings and activity milestone dates to the MANAGEMENT BOARD.
- 8.3 The EXPERT GROUP shall seek to reach its decisions by consensus. When no consensus can be reached in a timely manner, however, the EXPERT GROUP shall make decisions by voting. Only SPONSORS who have designated a representative to the EXPERT GROUP shall be entitled to vote in any vote taken by the EXPERT GROUP, with each member of the EXPERT GROUP having one (1) vote. Except as expressly set forth in this Agreement, all decisions of the EXPERT GROUP shall be made by a simple majority of those voting. A seventy five per cent (75%) majority vote of the EXPERT GROUP members shall be required to recommend a DRAFT SPECIFICATION or OTHER OUTPUT to the MANAGE-

MENT BOARD for final approval.

- 8.4 Any member of an EXPERT Group who fails to vote on any three consecutive issues raised in two or more consecutive meetings may be removed from membership in the EXPERT GROUP by majority vote of the members. The EXPERT GROUP shall send written notification to the MANAGEMENT BOARD and the removed member of such member's removal. Such removed member may re-join after attendance at any one meeting of the EXPERT GROUP. For the purposes of this Section 8.4, a member of an EXPERT GROUP shall have the opportunity to vote at a meeting in person, by telephone or such other means as the MANAGEMENT BOARD may prescribe, except as expressly directed otherwise by the MANAGEMENT BOARD.
- 8.5 On a case-by-case basis, any Expert Group may invite AFFILIATES and ASSOCIATES, as well as non-PARTICIPANTS, to participate in any EXPERT GROUP meetings when such parties' presence is expected to serve the interests of the Liberty Alliance; provided, however, that prior to participating, any such third parties will have to execute a confidentiality agreement in a form to be approved by the MANAGEMENT BOARD.
- 8.6 Any SPONSOR, upon agreement of the MANAGEMENT BOARD, may solicit suggestions for incorporation in the DRAFT SPECIFICATION and OTHER OUTPUT from a third party before the DRAFT SPECIFICATION or OTHER OUTPUT is finalized, provided that such suggestions be made pursuant to a suitable agreement in a form approved by the MANAGEMENT BOARD.
- 8.7 In addition to the basic provisions for defining, establishing and managing EXPERT GROUPS set forth above in this Section 8, the MANAGEMENT BOARD shall establish more detailed procedures for the operations of the EXPERT GROUPS as needed.
- 8.8 The initial EXPERT GROUPS shall be 1) technical, 2) public policy, and 3) marketing/business. These EXPERT GROUPS shall meet at least quarterly until the MANAGEMENT BOARD deems their work completed. At the first meeting of the each of these EXPERT GROUPS, a charter shall be adopted and submitted to the MANAGEMENT BOARD for approval.

9 Approval of Specification and Other Output

- 9.1 An EXPERT GROUP may decide to circulate interim drafts or releases of DRAFT SPECIFICATION or OTHER OUTPUT to the PARTICIPANTS for review and comment. In addition, an EXPERT GROUP may approve a request that a DRAFT SPECIFICATION or OTHER OUTPUT be circulated for review by and comment from non-PARTICIPANTS. This request, along with the associated DRAFT SPECIFICATION or OTHER OUTPUT, shall be transferred to the MANAGEMENT BOARD and upon a greater than fifty percent (50%) majority vote by the MANAGEMENT BOARD, shall be published. The work of the EXPERT GROUPS shall be conducted pursuant to milestones and a work schedule adopted and approved by the MANAGEMENT BOARD, as may be amended from time to time.
- 9.2 The end result of an EXPERT GROUP shall be a DRAFT SPECIFICATION or OTHER OUTPUT in the form of final drafts or proposals on the subject matter or undertaking assigned to such EXPERT GROUP, which drafts or proposals shall be formally submitted to the

MANAGEMENT BOARD. When the EXPERT GROUP, by a seventy five per cent (75%) majority vote of those members voting when a QUORUM exists, reports to the MANAGEMENT BOARD that a DRAFT SPECIFICATION or OTHER OUTPUT proposed for final approval is complete, or at any other time upon majority vote of the MANAGEMENT BOARD, the SPONSORS will take steps to accept or reject the DRAFT SPECIFICATION and OTHER OUTPUT as set forth herein. To adopt the DRAFT SPECIFICATION or OTHER OUTPUT, written notice (which shall include a copy of the SPECIFICATION and OTHER OUTPUT proposed to be made final) shall be sent to all SPONSORS advising that a meeting will be held for the purposes of adopting such DRAFT SPECIFICATION and OTHER OUTPUT. Such meeting shall take place no sooner than forty-five (45) days after submission to the MANAGEMENT BOARD of the DRAFT SPECIFICATION proposed to be made final. At such meeting, the MANAGEMENT BOARD shall vote on the proposed-to-be-final SPECIFICATION. Adoption of the DRAFT SPECIFICATION and OTHER OUTPUT or any update to A FINAL SPECIFICATION or OTHER OUTPUT requires approval of seventy-five percent (75%) of the MANAGEMENT BOARD. Such SPECIFICATION and OTHER OUTPUT shall be made publicly available by the MANAGEMENT BOARD upon adoption.

- 9.3 After any FINAL SPECIFICATION or OTHER OUTPUT has been approved in accordance with Section 9.2 above, any updates or alterations thereto shall be treated as a proposal to develop a new SPECIFICATION or OTHER OUTPUT and shall be subject to the same processes and procedures used for development as set forth above. The adoption of new FINAL SPECIFICATIONS and OTHER OUTPUT shall not terminate any right or obligation of any SPONSOR under this Agreement, including any licenses or covenants granted or received by a SPONSOR with respect to any earlier adopted FINAL SPECIFICATIONS and OTHER OUTPUT.

10 Withdrawal; Optional Disclosure of Necessary Claims

- 10.1 Any SPONSOR shall be permitted to withdraw from this Agreement at any time by giving written notice of its intent to terminate its participation but shall still be bound to its obligations under Section 3 (and, in particular, the licenses granted under Sections 3.4 and 3.5) with respect to LICENSED MATERIALS, SPECIFICATIONS and OTHER OUTPUT that have been released by an EXPERT GROUP unless such withdrawal occurs before the end of the REVIEW PERIOD applicable to such LICENSED MATERIALS, SPECIFICATIONS and OTHER OUTPUT. Similarly, any SPONSOR that withdraws from the Liberty Alliance shall not have any licenses granted to such SPONSOR pursuant to Section 3.5 be prejudiced as a result of such withdrawal. Upon its withdrawal, any fees owed by a withdrawing SPONSOR prior to such SPONSOR's withdrawal shall become immediately due and payable.
- 10.2 a. Notwithstanding Section 3.5, each SPONSOR shall have until 45 days after each version of a DRAFT SPECIFICATION is first released by an EXPERT GROUP for review by all PARTICIPANTS (the "Review Period") to notify the MANAGEMENT BOARD in writing on a good faith basis, setting forth:
- i. that it claims to be the sole owner of certain NECESSARY CLAIMS and that the notifying SPONSOR elects to withdraw such NECESSARY CLAIMS from the license grant set forth in Section 3.5 ("Necessary Claims Disclosure Notice") and, instead of on a no-fee, royalty-free basis, will license such NECESSARY CLAIMS

on terms that are fair, reasonable and non-discriminatory, which license may be made subject to the requirement of a reciprocal fair, reasonable and non-discriminatory grant;

- ii. subject to any limitations imposed by antitrust or other laws, the specific terms of such license; and
- iii. For Necessary Claims that are identified in the Necessary Claims Disclosure Notice, the country in which the patent in which they are contained was issued or is pending, the patent number for such patent (or serial number of such patent application, including a copy of the patent application as filed if the patent application has not yet been published, which may be provided as NECESSARY CLAIMS CONFIDENTIAL INFORMATION of the withdrawing Sponsor as described in Section 7 of this Agreement), the portion of the SPECIFICATION where the withdrawing SPONSOR thinks the infringement would arise, and an explanation of the nature of the infringement.

The Necessary Claims Disclosure Notice shall be effective on the date it is delivered to the MANAGEMENT BOARD.

- b. The MANAGEMENT BOARD shall promptly evaluate any Necessary Claims Disclosure Notice submitted hereunder. This evaluation may include soliciting advice from the relevant EXPERT GROUP, legal counsel and/or other expert advisors. Based on such evaluation, the MANAGEMENT BOARD shall then give guidance to the EXPERT GROUP in question as to how it should proceed.
- c. If a DRAFT SPECIFICATION (or, with respect to Section 10.3, a FINAL SPECIFICATION) is modified in response to a Necessary Claims Disclosure Notice, then the notifying SPONSOR shall have 45 days from the date on which the modified SPECIFICATION is provided to that SPONSOR to again submit a Necessary Claims Disclosure Notice to the MANAGEMENT BOARD.
- d. The right to withdraw NECESSARY CLAIMS as set forth in this Section 10.2 shall also arise during the first 45 days after a DRAFT SPECIFICATION has been released for review by all PARTICIPANTS if such draft has been modified in a way that causes a SPONSOR to conclude in good faith that it now has NECESSARY CLAIMS whereas it previously did not.
- e. Except as provided in Section 10.3, a SPONSOR cannot withdraw from the Section 3.5(c) grant NECESSARY CLAIMS that were relevant to a previously circulated DRAFT SPECIFICATION that was not subject to a Necessary Claims Disclosure Notice during the applicable Review Period. A SPONSOR also cannot exercise its rights under this Section 10.2 with respect to NECESSARY CLAIMS that pertain to LICENSED MATERIALS where any individual acting on the SPONSOR's behalf contributed such LICENSED MATERIALS with knowledge that such materials likely would be subject to the SPONSOR's NECESSARY CLAIMS, except when the SPONSOR's NECESSARY CLAIMS have been declared with specificity by the SPONSOR upon the contribution of such LICENSED MATERIALS.

- 10.3 Any SPONSOR that enters into this Agreement after the MANAGEMENT BOARD HAS already adopted a FINAL SPECIFICATION or OTHER OUTPUT shall have until 45 days after entering into this Agreement to deliver a Necessary Claims Disclosure Notice to the MANAGEMENT BOARD.
- 10.4 By a seventy five per cent (75%) majority vote, the MANAGEMENT BOARD may terminate the membership of any SPONSOR for its material breach of its obligations hereunder where such breach is not cured within 30 days following the SPONSOR's receipt of notice of the breach.

11 General

- 11.1 All LICENSED MATERIALS are provided "AS IS", and no SPONSOR makes any warranty of any kind, express or implied, including any implied warranties of merchantability, non-infringement of third party intellectual property rights, and fitness for a particular purpose. None of the SPONSORS warrant or assume any liabilities in connection with the rights granted, nor the actions anticipated or taken under this Agreement. EXCEPT WITH RESPECT TO THE DISCLOSURE OF NECESSARY CLAIMS CONFIDENTIAL INFORMATION OR TO FEES OR REIMBURSEMENTS DUE FROM A SPONSOR PURSUANT TO SECTION 2.5, IN NO EVENT SHALL ANY SPONSOR BE LIABLE TO ANY OF THE OTHER PARTICIPANTS FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OF DATA, INTERRUPTION OF BUSINESS, OR FOR DIRECT, INDIRECT, SPECIAL OR EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, ARISING OUT OF THIS AGREEMENT. For the avoidance of doubt, the exclusions of a SPONSOR's liability under this Section 11.1 do not apply with respect to such SPONSOR's actions either as a licensee under licenses granted pursuant to Sections 3.4 or 3.5(b) or outside of the scope of such licenses
- 11.2 This Agreement does not create a joint venture, partnership or other form of business association between the SPONSORS nor an obligation to develop, make available, use, license, buy or sell any information, product, services or technology.
- 11.3 None of the SPONSORS shall assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other SPONSORS, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon, and shall inure to the benefit of, the permitted successors and assigns of each party hereto.
- 11.4 Each SPONSOR agrees to comply with all applicable laws, rules and regulations, including without limitation, those relating to the export or re-export of technical data when exporting or re-exporting any LICENSED MATERIALS.
- 11.5 Except as otherwise explicitly provided for in this Agreement, all costs and expenses incurred by any party in carrying out its obligations under this Agreement shall be paid by the party that incurred the expense. Each party shall possess or obtain at its own expense all necessary licenses or permits.
- 11.6 If any provision of this Agreement, or the applicable thereof in any circumstances, is held to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision(s) in every other respect and the rest of the provi-

sions of this Agreement shall remain in effect, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereto.

- 11.7 The headings in this Agreement are for reference only and do not affect the meaning or interpretation of this Agreement.
- 11.8 No party hereto will bring a legal action under this Agreement more than two years after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.
- 11.9 No party shall bear any responsibility or liability for any losses arising out of any delay or interruption of its performance of obligations under this Agreement due to any act of God, act of governmental authority, or due to war, flood, civil commotion, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party so delayed or interrupted.
- 11.10 No approval, consent or waiver will be enforceable unless signed by the granting party. Failure to insist on strict performance or to exercise a right when entitled does not prevent a party from doing so later for that breach or a future one.
- 11.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and each of which must include completed first and signature pages, but all of which together shall constitute one and the same instrument.
- 11.12 This Agreement shall come into effect upon the date of the last signature of a FOUNDER. This Agreement shall come into effect in relation to future SPONSORS as of the date that they sign a copy of this Agreement. This Agreement may only be terminated by the written consent of all SPONSORS, save that this Agreement is automatically terminated with respect to a signatory, if that signatory ceases to be a SPONSOR. Any rights or obligations established by Sections 1, 3.1 through 3.4, 3.6, 7 or 11 shall survive after termination or expiration of this Agreement with respect to all signatories. Any obligations created pursuant to Sections 3.5 or 10.2(a)(i) shall survive termination or expiration of this Agreement except as expressly set forth in Section 10.1.
- 11.13 All notices hereunder shall be written and sent to all SPONSORS at such addresses as the SPONSORS may later specify by such written notice. Such notices shall be deemed served when personally delivered, or, if transmitted by facsimile or electronic transmission when transmitted provided that such transmission is confirmed by receipt of a successful transmission report. Notice may also be sent by nationally recognized courier service, effective upon delivery.
- 11.14 The parties agree to attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in the spirit of mutual cooperation. If those attempts, including escalation to the MANAGEMENT BOARD fail, then the party demanding mediation will submit the dispute for non-binding mediation conducted by a mediator selected by the MANAGEMENT BOARD within twenty-one (21) days after written notice. Any dispute that cannot be resolved between the disputing parties through negotiation or mediation within forty-five (45) days of the date of the initial demand for mediation by one of the parties may then be submitted to the courts within New York, New

York for resolution. The use of any mediation procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party. Nothing in this Section 11.14 will prevent either party from resorting to judicial proceedings, if (i) good faith efforts to resolve the dispute have been unsuccessful, (ii) the claim or suit involves intellectual property rights, or (iii) interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others.

11.15 Except for the rights expressly provided by this Agreement, no SPONSOR grants or receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights.

11.16 This Agreement constitutes the entire agreement between the SPONSORS concerning its subject matter and supersedes any prior or contemporaneous agreement or understanding, whether written or oral, if any, among the parties with respect to such subject matter. Any modification or amendment of this Agreement shall only be binding upon the SPONSORS if set forth in writing and approved by a 75% majority vote of the entire MANAGEMENT BOARD. Subject to Section 11.14 and to any controlling federal law, New York law will govern any action related to this Agreement.

11.17 The parties agree any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is an original.

ACCEPTED AND AGREED TO FOR:

SPONSOR

By: _____

Title: _____

Date: _____

(NAME)_____

(ADDRESS)_____

ATTACHMENT A
LIBERTY ALLIANCE SPECIFICATION AFFILIATE AGREEMENT

This document is included as a separately paginated attachment

ATTACHMENT B
LIBERTY ALLIANCE SPECIFICATION ASSOCIATE AGREEMENT

This document is included as a separately paginated attachment

**ATTACHMENT C
FEE SCHEDULE FOR LIBERTY ALIANCE
FOR THE YEAR COMMENCING NOV. 30, 2001**

FOUNDERS = \$240,000 per year during the initial term per Section 2.1[b]; thereafter = \$120,000 per year.

SPONSORS who are not FOUNDERS = \$120,000 per year

ASSOCIATE = \$1,000 per year

AFFILIATE = \$0

ATTACHMENT D
INITIAL LIBERTY ALLIANCE ANTITRUST COMPLIANCE GUIDELINES

This document is included as a separately paginated attachment