

## **Form of Feedback License Agreement**

### Devices Profile Feedback Agreement

Intel Corporation, Lexmark International Inc., Microsoft Corporation and Ricoh Corporation (“Co-Developers”) have jointly developed the Devices Profile for Web Services - A Proposal for UPnP 2.0 Device Architecture (the “Specification”). The Co-Developers would like to receive input, suggestions, comments and other feedback on the Specification (“Comments”) from you, or if you are employed by or represent a particular company or organization, you and the company or organization by whom you are employed and/or representing, (collectively referred to as “Contributor”). When applicable, the Co-Developers are also planning to host a series of Feedback and Interoperability Workshops (“Workshops”) to (i) discuss the Specification with Contributor, including sharing background information on the design of the Specification, (ii) provide the opportunity for Interoperability testing by the attendees, and (iii) solicit Comments from Contributor, including Contributor’s general thoughts about the problem spaces addressed by the Specification, and the practicality of implementing the Specification. As used herein, Comments shall include either written or oral statements, provided that any oral statements are not retracted by Contributor, in writing, within twenty-one (21) days of being made.

Contributor is not required to provide any Comments on the Specification, but any Comments that Contributor does provide may be incorporated into the Specification and will not be treated as confidential information and may be distributed to other third parties in any form for the purpose of developing any version of the Specification. By signing below, Contributor grants to Co-Developers a non-exclusive, non-transferable, worldwide, perpetual, irrevocable, royalty-free copyright license to copy, publish, license, modify, sublicense or otherwise distribute and exploit any Comments Contributor provides for the purpose of developing any version of the Specification. Further, while Contributor retains ownership of the copyright in Contributor’s Comments, Contributor agrees that Microsoft will exclusively own the copyright in any Specification into which Contributor’s Comments are incorporated.

If incorporation of Contributor’s Comments into any version of the Specification would cause an implementation of any such Specification (as modified) to necessarily infringe a patent right that Contributor owns or controls, Contributor commits to grant to all implementers of such Specification under Contributor’s patent rights a nonexclusive, non-transferable, non-sublicensable, worldwide, perpetual license on other fair, reasonable and non-discriminatory (“RAND”) terms and conditions to make, have made, use, reproduce, market, import, sell and offer to sell, products or services that implement such Specification.

In addition, Microsoft plans to submit revised versions of the Specification to the UPnP Forum. Contributor is invited to provide Comments on the Specification, but Microsoft

needs assurance that any such Comments are provided in a manner that is consistent with this goal. By signing this agreement, Contributor (i) expressly authorizes Microsoft to submit revised Specifications to the UPnP Forum on its behalf as "Member Input" (as defined in version 021014 of the Universal Plug And Play Forum Membership Agreement); and (ii) expressly agrees, with respect to the submission of revised Specifications as Member Input, to be bound by the terms (a) through (e) of Section 3.1 of version 021014 of the Universal Plug And Play Forum Membership Agreement (a version of which could be obtained at <http://www.upnp.org/download/UPnP.MA.021014.clean.pdf> as of the date 3-31-04).

If Contributor attends a Workshop, the next two paragraphs apply:

Contributor is expected to respect the privacy of others since, for example, other Contributors may be working with pre-release code. The results of each testing session within an Interoperability Workshop are not intended to be publicly posted. By participating in an Interoperability Workshop, Contributor agrees not to disclose, comment on or otherwise characterize, in any manner, the results of any Interoperability testing or of the operation of any other Contributor's products or applications tested at the Interoperability Workshop without such other Contributor's prior written consent. As an Interoperability Workshop is a hands-on event, Contributors are required to bring an implementation of the Specification in order to attend the Workshop.

Consistent with the goals of the Workshops, the Co-Developers may publicize general results of the Workshop meetings and testing through press release and post-event briefings of selected industry analysts and press. This will likely include general event information, overview of the list of Contributors, and the collective results of the testing. Press and industry analysts are not entitled to attend the Workshops unless they are prohibited from releasing write-ups on the event. Contributor is free to issue individual press releases that discuss its general involvement in the Workshops.

Contributor warrants that Contributor has the right and authority to submit Comments on behalf of the company and/or organization by whom Contributor is employed and/or represents, or, if no company or organization is identified below, Contributor warrants that Contributor is neither employed by nor represents any company or organization. Contributor further warrants that, to the best of Contributor's knowledge, (i) providing these Comments subject to the terms of this agreement does not violate the copyright or trade secret interests of another, (ii) Contributor's Comments contain no source code, (iii) neither disclosing the Comments or providing or using the Comments subject to the terms of this agreement would require any other party to pay royalties with respect to the copyright or trade secret rights of any third party, and (iv) neither the making of the Comments nor the Comments themselves subjects the use or implementation of the Comments, in whole or in part, to licensing obligations with additional restrictions or

requirements inconsistent with those set forth in this agreement, or would require the Specification, or the use or implementation of the Specification, in whole or in part, to be (A) disclosed or distributed in source code form, (B) licensed for the purpose of making derivative works, or (C) licensed for reproduction and redistribution at no charge. Contributor also acknowledges that the Co-Developers are not required to incorporate Contributor's Comments into any version of the Specification.

By signing below, Contributor further agrees to maintain all Confidential Information disclosed to you under this Agreement, including drafts of the Specification, in confidence. All copies of any Confidential Information shall retain the "confidential" or similar legend affixed thereto. For the purposes of this Agreement, information shall be considered "Confidential Information" when, (i) tangible disclosures are labeled as "confidential" or have a similar legend indicating the proprietary nature of the disclosure and (ii) non-tangible disclosures are identified as confidential prior to disclosure and reduced to writing, marked as provided above, and delivered to the receiving party within thirty (30) days of the original date of disclosure. Unless the parties agree otherwise, this obligation of confidentiality will expire one year from the date the Confidential Information was disclosed to you and shall not apply to information that: (a) is already in the possession of the receiving Party or any of its Affiliates without obligation of confidence; (b) is independently developed by the receiving Party or any of its Affiliates; (c) is or becomes publicly available without breach of this Agreement; or (d) is released for disclosure with the disclosing Party's consent.

Any and all Comments made by Contributor will be deemed non-confidential regardless of the labeling.

\_\_\_\_\_  
Name of Contributor

\_\_\_\_\_  
Name of Individual authorized to sign on behalf of Company/Organization

\_\_\_\_\_  
Title of Individual authorized to sign on behalf of Company/Organization

\_\_\_\_\_  
Company/Organization represented by authorized Individual

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date