

EXHIBIT C

(Attachment A to the Bylaws of CE Linux Forum)

INTELLECTUAL PROPERTY RIGHTS POLICY

OF

CE Linux Forum (CELF)

A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION

All capitalized terms not otherwise defined herein shall have the meaning given to them in the Bylaws of the CE Linux Forum (the “Corporation”).

SECTION 1 Member Input and License Grants

SECTION 1.1 Member Input. Any Member may at any time submit Member Input for consideration as an aspect of preliminary or Proposed Specifications or Proposed Implementations. Members acknowledge that all Member Input should be submitted in writing in the first instance or, if initially submitted orally, it should be reduced to writing thereafter. No Member Input shall be considered for inclusion unless it has been put into writing in compliance with this Intellectual Property Rights Policy. Irrespective of whether the Member Input is submitted orally or in writing, the submitting Member:

(a) recognizes that neither the Board of Directors, any officer, agent or employee of the Corporation, the Architecture Group, Working Group, nor any Standing Group, nor any Member has any duty of confidentiality with respect to the Member Input; and

(b) acknowledges that the Board of Directors, any officer, agent or employee of the Corporation, the Architecture Group, Working Group, or any Standing Group or any Member have no obligation to utilize, publish or disseminate the Member Input.

SECTION 1.2 Submitting Member grants, representations and obligations.

When Member Input has been submitted in writing for possible inclusion in a Standardized Specification or a Reference Implementation, the submitting Member:

(a) represents to all Members that:

(i) based upon the actual knowledge of the submitting Member’s representative(s) providing the Member Input, that the Member Input is either in the public domain, is available under a license satisfying the Open Source Definition (as posted by the Open Source Initiative at <http://www.gnu.org/philosophy/license->

list.html#GPLCompatibleLicenses including but not limited to the GNU General Public License and the GNU Lesser General Public License), or is original to the submitting Member; and

(ii) the submitting Member has the authority to make the grants, acknowledgements and agreements set forth in this Intellectual Property Rights Policy with respect to such Member Input;

(b) grants to each Member a non-exclusive, perpetual, irrevocable, non-transferable, royalty free, worldwide license under all copyrights licenseable by the Member in its Member Input that is not a Proposed Implementation, to reproduce in any form and make derivatives thereof for the sole purpose of developing, publishing, and distributing Proposed Specifications and Proposed Implementations.

(c) agrees, based on the actual knowledge of the submitting Member's representative(s) providing the Member Input to notify the Architecture Group Chair or the appropriate Working Group Chair of any issued or published Patent Claim in its Member Input that may be Necessarily Infringed by an implementation of the Member Input.

SECTION 1.3 No Obligations of Confidentiality. The Board of Directors, officers, agent or employee of the Corporation, the Architecture Group, Working Group, Standing Groups, and Members are not bound nor required to keep or treat as confidential, any Member Input.

SECTION 2 Non-Member Inputs

SECTION 2.1 Submission Statement. If the proposing entity, association or individual is not a Member of the Corporation (a "Non-Member Submitter"), the submission must contain the following statement:

<Company or individual name> submits this input to CE Linux Forum WG XXX (the "Contribution") to the CE Linux Forum for use by the CE Linux Forum and its Members for purposes of developing and promoting a Proposed Specification or Standardized Specification and for any purpose reasonably related to the CE Linux Forum. The CE Linux Forum and its Members shall have no obligation to treat the Contribution as confidential information, or to use the Contribution for any purpose, however. For source code input, <Company or individual name> hereby declares and agrees to license this input under terms that satisfy the Open Source Definition, as published by the Open Source Initiative at <http://www.gnu.org/philosophy/license-list.html#GPLCompatibleLicenses> including but not limited to GNU General Public License and GNU Lesser General Public License. For other than source code input, <Company or individual name> grants to any interested Member (i) a non-exclusive, perpetual, irrevocable, non-transferable, royalty free, worldwide license under all copyrights contained in its input, to reproduce in any form and

make derivatives thereof for the sole purpose of developing, publishing, and distributing Proposed Specifications and Proposed Implementations, and (ii) a non-exclusive, perpetual, irrevocable, non-transferable, royalty free, worldwide license under all copyrights contained in its input, to reproduce in any form for the sole purpose of publishing or distributing Standardized Specifications or Reference Implementations.

SECTION 2.2 Patent Notice. Non-Member Submitters shall make reasonable good-faith efforts to disclose to the Corporation the existence of any Patent Claims, both granted and pending, that may be infringed by a Reference Implementation or a Standardized Specification incorporating or based on its submitted input. The Non-Member Submitter's proposal shall include an explicit statement that the submitter will adhere to this policy to disclose Patent Claims.

SECTION 3 Reserved

SECTION 4 No Duty to Conduct Patent Searches

No Member will be required, nor will any Member have a duty, to conduct any patent search of its own patents or of patents owned by third parties.

SECTION 5 Copyrights in Standardized Specifications

Effective as of the approval of a Proposed Specification as a Standardized Specification, each Member hereby conveys to the Corporation a non-exclusive, undivided, and equal ownership in the copyrights licensable by such Member in the Standardized Specification and any Member Input made by such Member that is included in the Standardized Specification (collectively "Materials"). The Corporation may exercise any and all rights of copyright ownership and sublicense such rights in the Materials as if such rights were solely owned by the Corporation, without the permission of the granting Member and without any duty to account. The Corporation hereby grants each Member a copyright license to reproduce, display and distribute such Standardized Specification as reasonably necessary to implement the Standardized Specification.

SECTION 6 Licenses to Proposed and Reference Implementations

Copyrights in Member Input included in any Proposed Implementation or Reference Implementation shall remain with the Member creating such Member Input. Each Member submitting source code Member Input included in any Proposed Implementations or Reference Implementations agrees to license such Member Input to any party (including other Members and Non-Members) under terms that satisfy the Open Source Definition, as published by the Open Source Initiative at <http://www.gnu.org/philosophy/license-list.html#GPLCompatibleLicenses> including but not limited to the GNU General Public License and the GNU Lesser General Public License. Nothing in this Intellectual Property Rights Policy is intended to modify, extend, or abridge the terms of any such license.

SECTION 7 Transfer of Rights, No Implied Rights

Each Member submitting Member Input agrees to execute any and all other documents reasonably requested by the Architecture Group Chair or the Board of Directors to carry out the transfer of the joint copyright ownership, forego any moral rights, or confirm the licenses granted herein. All rights not expressly granted hereunder are expressly reserved, and no licenses or other assignments are granted, nor shall they be implied other than as expressly stated herein.

SECTION 8 Creation and Exploitation of Extended Specifications

Nothing in this Intellectual Property Rights Policy shall prevent a Member from creating, utilizing or implementing extensions to Standardized Specifications. Any and all intellectual property rights in additions made to Standardized Specifications in the process of creating such extended specifications (if any) shall be the property of the party owning the extensions to the Standardized Specifications.

SECTION 9 No Adverse Actions

Members agree to abide by the terms of this Intellectual Property Rights Policy and, during the tenure of their Membership, intend to support the interoperability and compatibility efforts of the Corporation. Notwithstanding the foregoing, nothing in this Intellectual Property Rights Policy shall be construed as a restriction on any Member from developing, using, testing, promoting or implementing any other operating system or technology or participating in any other industry standardization initiative.

SECTION 10 No Other Licenses

Except for the rights expressly provided by this Intellectual Property Rights Policy, no Member grants or receives, by implication, estoppel or otherwise, any rights under any intellectual property rights.

SECTION 11 No Representations or Warranties

EXCEPT FOR THOSE REPRESENTATIONS SET FORTH IN SECTION 1 ABOVE, EACH MEMBER HEREBY AGREES AND ACKNOWLEDGES THAT: (A) EACH MEMBER AND ITS REPRESENTATIVES INCLUDING DIRECTORS, ARCHITECTURE GROUP MEMBERS, AND WORKING GROUP CHAIRS, TAKES NO POSITION AS TO WHETHER ANY INTELLECTUAL PROPERTY RIGHTS EXIST IN THE PROPOSED SPECIFICATIONS, STANDARDIZED SPECIFICATIONS, PROPOSED IMPLEMENTATIONS, OR REFERENCE IMPLEMENTATIONS; (B) THE PROPOSED SPECIFICATIONS, STANDARDIZED SPECIFICATIONS, PROPOSED IMPLEMENTATIONS AND REFERENCE IMPLEMENTATIONS ARE PROVIDED “AS IS” AND “WITH ALL FAULTS”; (C)

EACH MEMBER AND ITS REPRESENTATIVES INCLUDING DIRECTORS, ARCHITECTURE GROUP MEMBERS AND WORKING GROUP CHAIRS, MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE PROPOSED SPECIFICATIONS, STANDARDIZED SPECIFICATIONS, PROPOSED IMPLEMENTATIONS AND REFERENCE IMPLEMENTATIONS AND INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OF REASONABLE CARE OR WORKMANLIKE EFFORT, OR RESULTS OF LACK OF NEGLIGENCE; AND (D) NO MEMBER AND ITS REPRESENTATIVES INCLUDING DIRECTORS, ARCHITECTURE GROUP MEMBERS, AND WORKING GROUP CHAIRS, HAS UNDERTAKEN ON BEHALF OF THE CORPORATION OR ITS MEMBERS, ANY PATENT SEARCH WITH RESPECT TO THE PROPOSED SPECIFICATIONS, STANDARDIZED SPECIFICATIONS, PROPOSED IMPLEMENTATIONS, AND REFERENCE IMPLEMENTATIONS. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUED AS A RESTRICTION ON ANY MEMBER CONDUCTING ITS OWN DUE DILIGENCE OR OTHER TECHNOLOGY SEARCH OR SCREENING WITH RESPECT TO THE PROPOSED SPECIFICATIONS, STANDARDIZED SPECIFICATIONS, PROPOSED IMPLEMENTATIONS, REFERENCE IMPLEMENTATIONS, AND ANY OTHER CE LINUX TECHNOLOGY.

SECTION 12 Term and Termination

SECTION 12.1 Termination, Survival

The obligations and provisions of Sections 1.2, 5, 7, 10, 11, and 12 of this Intellectual Property Rights Policy shall survive termination of this Intellectual Property Rights Policy, dissolution of the Corporation, and the termination of a Member's Membership.

SECTION 12.2 Termination of Licenses

If any Member is in material breach of its obligations to another Member and such material breach remains uncured thirty (30) days after Member provides written notice thereof to such breaching party, Member may terminate against such breaching party any license (other than those granted in a license satisfying the Open Source Definition, as posted by the Open Source Initiative at <http://www.gnu.org/philosophy/license-list.html#GPLCompatibleLicenses> including but not limited to the GNU General Public License and the GNU Lesser General Public License) Member has granted pursuant to Section 1 of this Intellectual Property Rights Policy. Furthermore, if any Member is in insolvency or bankruptcy, a Member may terminate against such insolvent or bankrupt party any license (other than those granted in a license satisfying the Open Source Definition, as posted by the Open Source Initiative at <http://www.gnu.org/philosophy/license-list.html#GPLCompatibleLicenses> including but not limited to the GNU General Public License and the GNU Lesser General Public License) Member has granted pursuant to Section 1 of this Intellectual Property Rights Policy.

SECTION 12.3 Termination of Membership

Any and all Member Input submitted by a withdrawing Member prior to its withdrawal cannot be withdrawn once submitted. Withdrawal as a Member shall not in any way affect the other (non-withdrawing) Member's rights to a withdrawing Member's Member Input under the terms of the Intellectual Property Rights Policy. Withdrawal by a Member shall also not in any way or form affect or terminate the representations and warranties made by such Member as to its Member Input as set forth in the Intellectual Property Rights Policy. All license rights granted to any Member under this Intellectual Property Rights Policy shall terminate immediately upon withdrawal by that Member from the Corporation. For purposes of this Section 12.3, an Affiliate of a Member which ceases to be an Affiliate of such Member will be considered a withdrawn Member under this Section 12.3 at the time such Affiliate ceases to be an Affiliate of such Member.

SECTION 13 Miscellaneous

SECTION 13.1 Headings The section headings herein are intended only for reference and shall not by themselves determine the construction or interpretation of this Intellectual Property Rights Policy.