

RVU Protocol Specification Order Form Instructions

If you would like to order a copy of the RVU Protocol Specification for internal evaluation purposes as a prospective member, please complete and return this Order Form and attached RVU Alliance Non-Disclosure Agreement to:

RVU Alliance Administration
3855 SW 153rd Drive
Beaverton, Oregon 97006 USA
Phone: +1-503-619-0578
Fax: +1-503-644-6708
Email: admin@rvualliance.org

A \$500 USD processing fee is charged for access to the RVU Specification. Once the completed specification order form and payment are received by RVU Administration, the RVU Specification will be forwarded to the email address provided below. All orders are processed within 1-2 days after receipt of order forms and payment. Note that if you join the RVU Alliance within 60 days of receiving the RVU Protocol Specification, this evaluation processing fee will be credited to your membership dues.

Accepted Forms of Payment:

- Company Check
 - Checks must be paid in US Dollars
 - Make check payable to RVU Alliance
- Wire Transfer
- Credit Card – See credit card authorization form below

RVU Protocol Specification Order Form

Please forward a review copy of the RVU Protocol Specification; I agree to pay the \$500 USD processing fee.

Signature of Authorized Representative

Date

Deliver Review Copy To:

Name: _____

Organization: _____

Street Address: _____

City: _____

State/Province: _____

Zip/Postal Code: _____

Country: _____

Phone: _____

Fax: _____

Email Address: _____

Send Invoice For Processing Fee To:

Name: _____

Organization: _____

Street Address: _____

City: _____

State/Province: _____

Zip/Postal Code: _____

Country: _____

Phone: _____

Fax: _____

Email Address: _____

RVU ALLIANCE NON-DISCLOSURE AGREEMENT

This RVU Alliance Non-Disclosure Agreement ("Agreement") is entered into and made effective as of the date set forth above, by and between RVU Alliance, and Oregon non-profit corporation ("RVU"), and the party identified below ("Prospective Member").

The parties agree as follows:

1. **Confidential Information.** The confidential, proprietary and trade secret information ("Confidential Information") to be disclosed hereunder is (i) information in tangible form that bears a "confidential," "proprietary," "secret", or similar legend, as well as (ii) non-tangible visual and/or verbal disclosures that are identified as confidential prior to disclosure and reduced to writing, marked as provided above and delivered to the Prospective Member within thirty (30) days of the original date of disclosure. For the avoidance of doubt, it is understood that Confidential Information may include the current version of the specification (the "Specification") for certain technology developed and adopted by RVU and its members for the secure distribution of premium content in a digital home network, including a comprehensive remote user interface protocol providing for pass-through of remote control commands and trick play modes (the "Technology").
2. **Obligations of the Prospective Member.** The Prospective Member will not use any Confidential Information for any purpose except to evaluate membership in RVU (the "Purpose"). The Prospective Member will maintain the confidentiality of the Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. The Prospective Member will not disclose any Confidential Information except to persons who have a need to know need to know such Confidential Information to carry out their responsibilities on behalf of the Prospective Member in connection with the Purpose and who are bound by restrictions on use and disclosure at least as comprehensive as those set forth herein; provided that the Prospective Member will be liable for breach by any such person. Any copies of Confidential Information which are made will contain the same confidentiality and/or proprietary legends or markings as the original source and will be subject to the same restrictions on disclosure and use that apply to the original source under this Agreement..
3. **Limitations on Obligations.** The Prospective Member will not be liable for the disclosure of any information included in the Confidential Information which is: (a) rightfully in the public domain other than as a consequence of a breach by the Prospective Member of this Agreement; (b) rightfully received from a third party in lawful possession thereof and without any obligation of confidentiality to RVU; (c) rightfully known to the Prospective Member without any limitation on use or disclosure prior to its receipt from RVU; or (d) independently developed by the Prospective Member without use of or reference to the Confidential Information.
4. **Title.** Title or the right to possess Confidential Information as between the parties will remain in RVU.
5. **Term.** Unless earlier terminated, this Agreement and Prospective Member's right to possess and review the Confidential Information, including but not limited to any Specifications, shall run for a term of six (6) months from and after the date first set forth above.
6. **Termination.** Either party may terminate this Agreement at any time without cause upon written notice to the other. Upon termination or expiration hereof, Prospective Member shall return or destroy all Confidential Information previously disclosed, and all copies thereof, and the Prospective Member will promptly certify its compliance in writing.
7. **Survival.** All rights and obligations relating to any Confidential Information disclosed pursuant to this Agreement will survive any

expiration or termination of this Agreement for so long as such Confidential Information qualifies as a trade secret under applicable law; provided, however, that if the Prospective Member becomes a member of RVU, the respective rights and obligations of RVU and the Prospective Member as set forth in this Agreement relating to the Specification will be superseded by the confidentiality and nondisclosure policy set forth in RVU's Bylaws. RVU may, at any time: (a) cease giving Confidential Information to the Prospective Member without any liability, and/or (b) request in writing the return or destruction of all or part of any Confidential Information previously disclosed, and all copies thereof, and the Prospective Member will promptly comply with such request, and certify its compliance in writing.

8. **General.**
 - (a) This Agreement is neither intended to nor will it be construed as creating a joint venture, partnership or other form of business association between the parties, nor an obligation to buy or sell products using or incorporating the Confidential Information.
 - (b) Both parties understand and acknowledge that no license under any patents, copyrights, trademarks, or maskworks is granted to or conferred upon the Prospective Member in this Agreement or by the disclosure of the Technology, Specification or any other Confidential Information to the Prospective Member as contemplated hereunder, either expressly, by implication, inducement, estoppel or otherwise, and that any license under any such intellectual property rights must be express and in writing. In particular, the Prospective Member acknowledges that the Technology is the intellectual property of one or more members of RVU, and subject to RVU's Intellectual Property Rights Policy.
 - (c) RVU disclaims all warranties regarding all Confidential Information disclosed pursuant to this Agreement, including all warranties as to the accuracy or utility or non-infringement of such Confidential Information.
 - (d) The Prospective Member agrees that any violation or threatened violation of this Agreement may cause irreparable injury to RVU, entitling RVU to seek injunctive relief in addition to all legal remedies. The failure of RVU to enforce any right resulting from breach of any provision of this Agreement by the Prospective Member will not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
 - (e) The parties recognize that as the developers of the Specification which may be delivered to Prospective Member hereunder, the members of RVU are intended third party beneficiary under this Agreement and may take any and all steps necessary and proper to enforce its rights therein and in the Technology with or without the participation of RVU in such actions.
 - (f) This Agreement will be governed by the laws of the State of Oregon without reference to conflict of laws principles.
 - (g) This Agreement constitutes the entire agreement between the parties with respect to the Confidential Information and all restrictions thereon, and may not be amended except in a writing signed by a duly authorized representative of each party.

SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY

RVU ALLIANCE
(a non-profit corporation)

PROSPECTIVE MEMBER: _____
(Company Name, if applicable)

(Address)

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

RVU ALLIANCE™

RVU Protocol Specification Credit Card Payment Form

Contact Information:

Company Name: _____

Contact Name: _____ Email: _____

Phone: _____ Fax: _____

Credit Card Information:

Card Type: _____ (Visa, MasterCard, AMEX)

Card Number: _____ Expiration Date: ____ / ____

CVV Number: _____
(last 3 digits of the number on the back of the card above the signature; for AMEX 4 digits on front right of card)

Card Holder Name (as it appears on card): _____

Billing Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Amount in USD: \$500

Signature: _____ **Date:** _____

*Note: Your statement will contain charges by **RVU Alliance***

Billing Address:

RVU Alliance
3855 SW 153rd Drive
Beaverton, OR 97006
(503) 619-0578 phone
(503) 644-6708 fax