

# Wiki Terms of Use

## RDK Wiki Terms of Use

1. **Acceptance of Terms.** By accessing, registering for, or using the RDK Wiki, you agree on behalf of yourself and the company through which you have obtained access to the RDK Wiki (the "Company") to be bound by these Terms of Use. If you do not agree to these Terms of Use, then you may not use the RDK Wiki. If you have any questions regarding the rights and obligations of your Company under these Terms of Use, you should raise them with your Company and obtain the Company's approval before using this RDK Wiki.
2. **Introduction and Purpose.** This website and service, including the forums and other methods of communication within it, and all the content included therein (the "RDK Wiki") is made available by RDK Management, LLC ("RDK Management"). RDK Management is making the RDK Wiki available only to employees or contractors of companies that have entered into a *License Agreement for Software Integration Kit* or *Evaluation License Agreement for Software Integration Kit* (such applicable agreement hereinafter referred to as the "Agreement") with RDK Management with respect to the Reference Design Kit and related Software and Documentation. These Terms of Use apply to you and your Company with respect to use of the RDK Wiki. The purpose of this RDK Wiki is to allow RDK Management and licensees of the Integration Kit to exchange information that may assist licensees in their Permitted Use of the Integration Kit. Capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to them in the Agreement.
3. **Login Credentials.** RDK Management will supply an initial user name and password to each user of the RDK Wiki for Company. RDK Management will only supply login credentials to a person that is an employee or contractor of a party to the Agreement, and for whom that party has represented to RDK Management that such person has a need to access the RDK Wiki in connection with the Permitted Use under the Agreement. A user's login credentials may not be shared or transferred to any other person, even to another employee or contractor of Company. You acknowledge and agree that the email address of each RDK Wiki user may be accessible to other users within the RDK Wiki. RDK Management reserves the right to revoke or disable any user's login credentials at any time for any reason whatsoever.
4. **Materials Made Available Via the RDK Wiki.** The information and materials made available hereunder may only be used for the Permitted Use, and may not be shared and disclosed with other companies unless they are identified on the RDK Wiki as parties to a *License Agreement for Software Integration Kit* (including the "RDK Only" version thereof) with RDK Management. In addition, Company shall treat any materials made available by RDK Management via the RDK Wiki as Confidential Information under the terms of the Agreement.
5. **Materials You Submit**
  - **5.1 Warranties.** You and your Company are solely responsible for any content, information, feedback, code or other data of any nature whatsoever that you contribute to the RDK Wiki ("Submissions"). As used herein, "Submissions" does not include any code made available by Company in the subversion repository accessible from the RDK Wiki, including modifications. With respect to each Submission, Company represent and warrants that (i) it owns the Submission or otherwise has the right to grant the licenses set forth below with respect to the Submission, (ii) the Submission does not contain a virus, Trojan horse, "sniffer" routines, backdoors, "robots", "spiders", worms, time bombs, bots, or any other harmful software code, file, program or programming routine, or other contaminating or destructive features, (iii) the Submission does not contain or require any Public Software (e.g., open source software) that is not identified and disclosed with the Submission and together with which Company has not provided a link to the license terms for such Public Software; and (iv) to Company's knowledge, the Submission does not infringe or misappropriate any patent, copyright, trademark, trade secret or any other proprietary intellectual property rights of any third party.
  - **5.2 Licenses.** With respect to each Submission, Company (i) hereby grants to each other user of the RDK Wiki (each a "receiving party") a nonexclusive, perpetual, irrevocable, transferable, worldwide, royalty-free, fully paid-up license to use, reproduce, modify, adapt, publish, display, perform, create derivative works of, and distribute such Submission in connection with the receiving party's Permitted Use of the Integration Kit; and (ii) hereby grants to RDK Management a nonexclusive, perpetual, irrevocable, transferable, worldwide, royalty-free, fully paid-up license to use, reproduce, modify, adapt, publish, display, perform, create derivative works of, and distribute such Submission in connection with RDK Management's business purposes related to the Integration Kit. If a Submission contains a link to content of a third party, Company shall be responsible for acquiring the third party's consent for creating such link prior to making the Submission available, if the consent is required by applicable law or terms of use of the linked site(s). To the extent a Submission contains feedback or suggestions with respect to features, functionality, performance, modification or improvement of RDK Management's or any other party's products or services (collectively, "Feedback"), then RDK Management and each other user of the RDK Wiki may use the Feedback in any manner and for any purpose, without any limitation, liability or obligation to the Company that provided the Feedback or any other person or entity. To the extent any implementation of any Feedback would require a license under any intellectual property rights of Company (or any of its affiliates), Company hereby grants to RDK Management and each other user of the RDK Wiki that received the Feedback a nonexclusive, perpetual, irrevocable, transferable, worldwide, royalty-free, fully paid-up license, with the right to sublicense, to such intellectual property in order to make, have made, sell, offer to sell, import, use, modify, create derivative works, sublicense, perform, display, execute, distribute (including through multiple tiers) and reproduce products and services that embody or implement such Feedback.
  - **5.3 Relevance.** RDK Management desires that the RDK Wiki contain only Submissions related to the Permitted Use. Any use of the RDK Wiki for any other purpose is strictly prohibited. Without limiting the foregoing, Company agrees not to use the RDK Wiki to:
    - i. submit any advertisements or solicitations of business;
    - ii. submit any unauthorized or unsolicited bulk e-mail solicitations, chain letters, advertisements, marketing or promotional materials, "junk mail", "spam", pyramid schemes or any other solicitations or communications, including without limitation spamming RDK Management or other users of the RDK Wiki, or use or collect other users' e-mail addresses or phone

numbers, or other users' information or postings, or use the site or service to perform any data collection, extraction or mining or gain or attempt to gain unauthorized access to the RDK Wiki computer system or any other system of RDK Management or any other user;

- iii. disrupt the flow of discussion in discussion boards with vulgar, abusive, or otherwise inappropriate language; or by other means, including but not limited to posting repetitive text;
  - iv. send any such messages through the RDK Wiki to any other user that contain vulgar, abusive, or otherwise inappropriate language; or
  - v. compromise the security or integrity of the RDK Wiki or servers, whether by allowing intruders into the same, introducing viruses or other threats, imposing a disproportionate or unreasonably large load on the RDK Wiki or its infrastructure, or using any computer programming routine, file, or device to damage or interfere with the operation of the site(s) or services.
- **5.4 Ownership.** Except for the licenses granted herein, as between RDK Management and Company, Company shall remain the owner of all right, title and interest (including any copyrights) in and to any Submissions Company makes to the RDK Wiki. Notwithstanding anything to the contrary herein, ownership of any Modifications shall be as provided under the Agreement.

6. **Disclaimer of Warranties.** RDK Management may, but does not assume any obligation to, monitor the Submissions to the RDK Wiki and may delete any Submission in its sole discretion. THE RDK WIKI IS PROVIDED BY ON AN "AS IS" AND "AS AVAILABLE" BASIS. RDK MANAGEMENT DOES NOT WARRANT THAT THE RDK WIKI WILL BE UNINTERRUPTED OR ERROR-FREE. RDK MANAGEMENT RESERVES THE RIGHT TO REVISE THE RDK WIKI OR WITHDRAW ACCESS TO IT AT ANY TIME WITHOUT NOTICE TO YOU. RDK MANAGEMENT EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY, RELIABILITY OR CONTENT OF THE RDK WIKI. COMPANY EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE USE OF THE RDK WIKI IS AT ITS SOLE RISK. RDK MANAGEMENT DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY SUBMISSION PROVIDED BY OTHER USERS OF THE RDK WIKI.

7. **Limitation of Liability.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL RDK MANAGEMENT AND ITS MEMBERS, officers, directors, employees, CONTRACTORS, AGENTS, THIRD PARTY SUPPLIERS OR LICENSORS BE LIABLE TO COMPANY OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST REVENUE OR PROFIT, WORK STOPPAGE, OR PRODUCT MALFUNCTION, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES ARISING OUT OF OR RELATING TO THE RDK WIKI OR ANY USE OF THE RDK WIKI BY COMPANY, EVEN IN THE EVENT THAT RDK MANAGEMENT HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. RDK MANAGEMENT'S AGGREGATE LIABILITY FOR ALL DIRECT DAMAGES ARISING OUT OF OR RELATING TO THE RDK WIKI SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00).

8. **Indemnity.** Company, and its successors and assigns, shall, jointly and severally, defend, indemnify and hold harmless RDK Management and its members, partners, shareholders, directors, officers, employees, agents, Affiliates, licensors, contractors and assignees, or any of them, from and against any and all Liabilities (defined below) arising out of (i) breach of these Terms of Use by Company or any person obtaining access to the RDK Wiki through or by permission of Company, or (ii) alleged infringement or violation of any intellectual property right or other rights of a third party with respect to any Submission of Company or anyone obtaining access to the RDK Wiki through or by permission of Company. "Liabilities" means any losses, damages, liabilities, costs, expenses (including court costs and reasonable attorneys' fees), claims, suits, demands, actions, causes of action, proceedings, judgments, assessments, deficiencies, and all other liabilities, including physical damage to tangible property, bodily injuries and death.

9. **Miscellaneous.** RDK Management has the right to change these Terms of Use from time to time in its sole discretion. Such changes shall become effective upon posting a notification on the RDK Wiki, and Company agrees to be bound to any and all of the changes when it uses the RDK Wiki. Any action related to this Agreement will be governed by Pennsylvania law and controlling U.S. federal law. No choice of law rules of any jurisdiction shall apply. In the event of any conflict between these Terms of Use and the Agreement, the Agreement shall govern.