

CCIX CONSORTIUM, INC.

PARTICIPATION AGREEMENT

The undersigned ("Undersigned"), including its Affiliates, as defined in the Bylaws ("Bylaws") of CCIX Consortium, Inc. a Delaware corporation ("Corporation"), agrees to all of the terms and conditions of this Participation Agreement ("Agreement"), and to all of the terms and conditions of the following, as may be amended by the Corporation from time to time or at any time in the future: (i) the Corporation's Certificate of Incorporation and Bylaws ("Organizational Documents"); and (ii) all policies and procedures of the Corporation, including without limitation its IPR Policy ("CCIX Policies").

Undersigned acknowledges that it has received copies of, and that Undersigned is deemed to have reviewed and approved, all Organizational Documents and CCIX Policies prior to its execution of this Agreement. All capitalized terms used in this Agreement without definition shall have the meanings ascribed to such terms in the Bylaws.

This Agreement is not binding on the Corporation until: (i) the Member fee applicable to the Undersigned's Member level (which fee may be modified by action of the Board of Directors of the Corporation at any time and from time to time) has been received in full by the Corporation; and (ii) this Agreement has been signed by the Corporation (such signature date to be the effective date of this Agreement).

If the Corporation signs this Agreement, the Undersigned's right to be admitted as, and its continued rights to act as, a Member of the Corporation are subject to the Undersigned's continued compliance with this Agreement and all of the Organizational Documents and CCIX Policies.

The Undersigned further acknowledges and agrees that, subject to all Participation qualifications and requirements set forth in the Organizational Documents and CCIX Policies, the Undersigned will initially be admitted to the Corporation in the [redacted] class of Members.

Subject to the provisions of the Bylaws and any CCIX Policies, the term of Participation in the Corporation shall be an initial term of one year and, subject to payment of all outstanding Member fees, shall automatically renew for successive one year terms until such time the Undersigned notifies the Corporation to discontinue Participation.

The Undersigned agrees to pay in full the initial and all renewal Member fees as established by, and in accordance with, all Organizational Documents and CCIX Policies. The Corporation will annually invoice the then current renewal Member fee to the Undersigned prior to the date the Member fees are due. Failure to make a timely payment shall be cause for termination of the Undersigned as a Member of the Corporation. The Undersigned agrees that once paid, all Member fees are nonrefundable for any reason, including termination of Participation.

All notices required under this Agreement, or any of the Organizational Document or CCIX Policies, shall be in writing and sent to Undersigned's representative designated below at the address set forth below, or to such other address as Undersigned may later specify by written notice to the Corporation's Secretary. If Undersigned does not update the contact information for its representative, then Undersigned waives any right to receive a timely and proper notice provided such notice is sent to the name and address on record for the Undersigned's representative.

NAME OF UNDERSIGNED'S REPRESENTATIVE: _____
ADDRESS: _____
EMAIL: _____
TELEPHONE NUMBER: _____

BILLING INFORMATION (Please provide the following information for receipt of the Member fee invoice)

NAME OF BILLING CONTACT: _____
ADDRESS: _____
EMAIL: _____
TELEPHONE NUMBER: _____

In the event the Undersigned made any contribution, at any time prior to becoming a Member of the Corporation, to any draft or final version of any specification, standards document, or other documents (hereinafter collectively referred to as “**CCIX Specifications**”) which were then contributed to the Corporation by any party, including without limitation any of the Corporation’s “Draft Specifications” or “Final Specifications” as such terms are defined in the Corporation’s Intellectual Property Policy (“**IPR Policy**”), then the Undersigned hereby agrees that: (i) its contribution in all such CCIX Specifications shall be deemed to be, and shall be governed as, a “Contribution” under the IPR Policy; and (ii) without limiting the foregoing in any way, the Corporation owns all rights, title and interest in and to all trademarks/service marks, all trade names, all good will associated with such trademarks/service marks/trade names, all copyrights, all moral rights in any copyrights, all domain name rights, all applications for any of the above rights, and all registrations thereof (if any) which arise out of or are contained in the CCIX Specifications, together with all enforcement rights in existence at any time for all of the above.

Any claim or dispute arising under or relating to this Agreement, any Organizational Document, any of the CCIX Policies, or Undersigned’s Participation in the Corporation shall be governed by the laws of the State of Delaware, without regard to principles of conflict of laws, and as otherwise set forth in any Organizational Document.

This Agreement may only be amended by an instrument in writing duly executed by the Corporation and the Undersigned; provided, however, the Undersigned agrees that this Agreement requires Undersigned to comply with any and all amended Organizational Documents and amended CCIX Policies in accordance with their terms.

By signing below, the individual executing this Agreement on behalf of the Undersigned represents and warrants that he/she has all requisite signing authority for and on behalf of, and all requisite ability to bind, the Undersigned seeking Participation.

Company Name:	_____		
Company Address:	_____ _____		
Telephone Number:		Fax Number:	_____
	(Please Include Country Code where appropriate)		
Email Address:	_____	Web Page URL:	_____
Signature:	_____	Date:	_____
Name/Title:	_____		_____

ACCEPTANCE AND EFFECTIVE DATE:

This Agreement is accepted by the Corporation, and is effective as of the date indicated below:

CCIX Consortium, Inc.
A Delaware Corporation

By: _____
Name: _____
Its: _____
Date: _____