

Amended and Restated
PARTICIPATION AGREEMENT
For 3D at Home Consortium

This Agreement is entered into between _____ (Participant) and the U.S Display Consortium (USDC), a Delaware not for profit corporation, acting on behalf of the 3D at Home Consortium (Consortium).

RECITALS

Whereas there is a need for a consortium whose purpose is to represent the interests of consumer electronics companies, content developers and creators, hardware and software developers, and others active in the field of promoting 3D in the home generally.

Whereas the Consortium can fill this need by (1) having an advocacy role in education and promotion of 3D at home content and systems; (2) promoting participants competency with respect to 3D applications; (3) promoting active networking; (4) facilitating product demonstrations; (5) identifying and assessing industry-wide technology and market needs; and (6) interacting with standards setting organizations.

Whereas the mission of the Consortium is to speed the commercialization of 3D into homes worldwide and provide the best possible viewing experience by facilitating the development of standards and promoting education for the entire 3D industry – from content, hardware and software providers to consumers.

Whereas Participant seeks to participate in the Consortium.

In consideration of the foregoing and the covenants of this Agreement, the Participant and USDC do hereby agree as follows:

ARTICLE I – Purpose & Benefits

1. The Consortium will represent the general interests of consumer electronics companies, content developers, hardware and software developers, and others active in the field of promoting 3D in the home generally.
2. The Consortium will have an advocacy role in education and promotion of 3D at home content and systems; promote participants' competency with respect to 3D; promote active networking; facilitate product demonstrations; identify and assess industry-wide technology and market needs; and interact with standards setting organizations but not develop or establish standards, specifications or certifications.

ARTICLE II –Participation & Obligations of Participants

1. Participation in the Consortium is open to companies, academic institutions, research institutes and other organizations active in the 3D field.
2. Matters relating to participation or the acceptance and exclusion of companies and organizations referred to in paragraph 1 above shall be decided by the Consortium Governing Board established in Article IV.
3. During the term of this Agreement each Participant will act in support of the Consortium. This includes participating in Steering Teams and other working groups, making prompt payments of fees, and contributing generally to achievement of the Consortium’s goals.
4. Consortium participation referred to in paragraph 2 above shall end if Participant:
 - a. submits in writing to USDC a voluntary resignation;
 - b. voluntarily or involuntarily dissolves;
 - c. fails to pay fees in a timely manner; or
 - d. is expelled for cause by a majority vote of the Consortium Governing Board.

ARTICLE III – Classes of Participation and Fees

1. The following classes of participation are established:
 - a. Board Level Participation;
 - b. Leadership Level Participation; and
 - c. Basic Level Participation;
 - d. Academic Level Participation.
2. Companies and organizations may join the Consortium at any time and pay the annual fees for their class of participation.
3. Different levels of benefits are provided with each class of participation and include the following:
 - a. Board Level Participants may appoint a Member and Alternate Member of the Governing Board, can chair Steering Teams, and may attend the market update presentations provided at the quarterly meetings.
 - b. Leadership Level Participants may chair Steering Teams and may attend the market update presentations provided at the quarterly meetings.

- c. Basic Level Participants may participate in Steering Teams.
 - d. Academic Level Participants may participate in one Steering Team.
4. All Participants shall pay non-refundable annual fees as determined and assessed by the Governing Board. These fees will be used exclusively to promote the objectives of the Consortium.

ARTICLE IV – Governing Board

- 1. Immediately upon formation of the Consortium or as soon thereafter as practical, the Governing Board shall be formed by the Board Level Participants and it shall hold an organization meeting to elect a Chairman and a Vice-Chairman of the Governing Board. The Chairman and Vice Chairman may serve a single two-year term
- 2. Additionally, the Governing Board can appoint up to four (4) additional Governing Board Members who, because of their expertise, would significantly add value and experience to the Board. Such appointments will be for a one year term, and may be renewed. At least one Governing Board Member will be appointed from among the Leadership Level Participants, and at least one Governing Board Member will be appointed from among the Basic Level Participants.
- 3. The Governing Board will meet periodically on a schedule determined by the Chairman in consultation with other Members.
- 4. The responsibilities of the Governing Board are as follows:
 - a. To approve the annual program plan;
 - b. To accept or reject applications for participation;
 - c. To approve and monitor an annual budget;
 - d. To establish Steering Teams, approve Steering Team leaders, initiate Steering Team projects and monitor their work product;
 - e. To determine the collective policies and recommend public positions taken by the Consortium;
 - f. To determine the benefits and fees of each class of participation.
 - g. To propose modification of the Agreement if required.
- 5. USDC and Insight Media will each be entitled to appoint one representative to be a non-voting Member of the Governing Board.
- 6. Minutes shall be taken of all Governing Board meetings and kept on file by USDC management.

ARTICLE V – Voting, Quorum, and Dispute Resolution

- 1. Voting in Meetings

- a. The Governing Board, Steering Teams and any sub-teams established shall be conducted on a “one company equals one vote” basis.
2. Quorum, Majority Vote and Dispute Resolution
 - a. A quorum of the Governing Board will be attained if fifty percent (50%) of the Members eligible to vote are present. A majority vote is defined as greater than 50% of yes or no votes from those present and eligible to vote, provided that the number of abstentions is less than 50% of those present and eligible to vote.
 - b. A quorum within the Steering Teams and any sub-teams established will be attained if fifty percent (50%) of the Participants eligible to vote within that team are present. A majority vote is defined as greater than 50% of yes or no votes from those present and eligible to vote, provided that the number of abstentions is less than 50% of those present and eligible to vote.
 - c. In the event that a dispute within a meeting cannot be resolved, the issue will be raised to the next level of organization, i.e., disputes within project task teams will be elevated to the Steering Team for resolution, Steering Team disputes will be elevated to the Governing Board for resolution.

ARTICLE VI – Management

1. USDC and Insight Media, under the direction and oversight of the Governing Board, shall provide the management and administration of the Consortium.
2. USDC and Insight Media shall prepare an annual program plan and budget for Consortium activity for Governing Board approval.
3. USDC shall be compensated for its direct and indirect costs on a cost reimbursement basis. Reimbursement of all services provided to or for the benefit of the Consortium shall be limited to the collective fees of the Consortium.
4. USDC and Insight Media may solicit additional Participants.
5. USDC shall support the Consortium through its advisory capacities and management expertise and shall appoint, subject to the approval of the Governing Board, the Managing Director of the Consortium. The duties of the Managing Director shall include day to day management of the Consortium activity, and coordination of the support by USDC and Insight Media, including budgeting, website administration and other management functions.
6. USDC, under the direction and oversight of the Governing Board, is authorized on behalf of the Consortium to enter into binding arrangements in the form of participation agreements with Participants.

ARTICLE VII – Copyright License for Deliverables

1. Participant, USDC and Insight Media hereby grant and will grant to each of the other Participants a royalty free license under its copyrights in any Participant

contribution that is incorporated into a Deliverable to allow the Consortium to reproduce, distribute, display, perform and create derivative works of any Deliverable or derivative work thereof.

2. "Deliverables" means any work product of the Consortium that the Governing Board approves for publication or release to the public. A Draft Deliverable is work product of the Consortium that has not yet been approved for publication or release by the Governing Board.

ARTICLE VIII - Confidentiality

1. Participant, USDC, and Insight Media agree that each will maintain all Confidential Information in confidence with at least the same degree of care that it uses to protect its own proprietary material and in no event with less than reasonable care to ensure that such Confidential Information is not disclosed outside the Participants of the Consortium. This obligation of confidentiality will expire three (3) years after the date of first disclosure of Confidential Information to Participants of the Consortium.
2. "Confidential Information" means any Draft Deliverable, any documents distributed to Participants of the Consortium, and any technical discussion relating thereto, as well as copies or abstracts of any of the above information. Confidential Information shall not include information which (a) was generally known and publicly available prior to disclosure; (b) becomes generally known and publicly available after disclosure without breach of the Consortium's confidentiality obligations; (c) becomes generally known and publicly available by an act of the Governing Board; (d) is already in Participant's possession prior to disclosure as shown by Participant's files and records prior to the time of disclosure; (e) is obtained by the Participant from a third party without breach of the Consortium's confidentiality obligations; (f) is independently developed by Participant without use of or reference to Confidential Information, as shown by documents and other competent evidence in Participant's possession; and/or (g) is necessary to disclose to comply with any valid order of a court of competent jurisdiction.

ARTICLE IX- Effective Date

1. This Agreement will become effective on the date on which an authorized representative of each of two or more of the Governing Board Members listed on the following signature pages has executed this Agreement (the "Effective Date"). Any Participant signing after that date will be bound by this Agreement as from the date an authorized representative of such Participant executes this Agreement.

ARTICLE X – Term

1. The term of this Agreement shall be for one year and will be automatically extended annually unless the Participant submits a notice of resignation in writing to USDC within 30 days of the end of the term of the Agreement.

ARTICLE XI – Modification or Termination

1. A vote of at least 2/3 of the Governing Board is required for USDC to agree to any modification of this Agreement.
2. A request for termination of the Consortium shall be made in writing upon approval of a resolution by at least 2/3 of the Consortium Governing Board authorizing USDC to terminate the Consortium. Upon such request, USDC is authorized to terminate the participation agreements and will act on the resolution at the earliest opportunity.

ARTICLE XII: Limitation of Liability.

THE PARTIES SHALL NOT BE LIABLE TO ONE ANOTHER OR ANY OTHER PARTY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY ACT OF A PARTICIPANT, GROUP OF PARTICIPANTS, USDC OR INSIGHT MEDIA.

Article XIII - Intellectual Property Disclosure

The Consortium will interact with standards development organizations and may prepare submissions to such organizations on industry-wide technology and market needs, usage scenarios, and test tools. Such standards development organizations will likely require such submissions to be accompanied by statement of availability of licensing of intellectual property. Therefore, it will be important for the Consortium to understand the intellectual property implications in any such submissions. Therefore, when a Participant presents or Participants collectively present any such submission to the Consortium (hereinafter "Submitting Party"), the Submitting Party shall disclose in such submission whether the Submitting Party is aware that an intellectual property license from the Submitting Party would be required to implement such submission. This intellectual property disclosure obligation does not require a Submitting Party nor is the Consortium obligated to do a search of their intellectual property portfolio or of other companies' intellectual property. The Consortium Managing Director shall create and maintain a repository of all intellectual property disclosures.

ARTICLE XIV - Governing Law and Assignment

1. This Agreement shall be governed by and construed and enforced in accordance with the laws of California applicable to agreements made between California residents and to be performed entirely in California.
2. This Agreement shall not be assigned by any Participant except as part of a sale of all of the Participant's business and, in such event, only in its entirety and upon prior written notice to and approval from the 3D at Home Consortium, such approval not to be unreasonably withheld provided the proposed assignee would qualify to be a Participant at the time of such assignment.

ARTICLE XV – Miscellaneous

1. Other than the rights provided for herein or through subsequent acts of the Consortium Governing Board, no rights are granted or licensed to the Consortium or any Participant under this Agreement.
2. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

IN WITNESS WHEREOF, the USDC and Participant have executed this Agreement as of the dates set forth below.

USDC:

PARTICIPANT:

U.S. Display Consortium on behalf of
the 3D at Home Consortium

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AMENDMENTS

Adopted April 5, 2011

Article III.1 – inserted “d. Academic Level Participation”

Article III.3 – inserted “d. Academic Level Participants may participate in one Steering Team.”