

RightPlug Alliance

RightPlug Standard - Terms of Use Agreement

Issuing Body Board of Directors
Document Revision 001
Revision Date 11/30/09



The RightPlug Standard is available only from RightPlug Alliance, Inc. ("RightPlug Alliance"), and only to parties that have agreed to be bound by the terms herein, as may be amended from time to time.

Agreement with, and continued compliance with, these Terms of Use is a condition of membership in the RightPlug Alliance.

The information within the RightPlug Standard is the property of RightPlug Alliance and its use and disclosure are restricted. Redistribution of electronic or print copies of the RightPlug Standard is permitted only within the organization that executed the download agreement. Distribution or dissemination of this document to third parties, in whole or in part, in electronic, print format or any other format, is expressly prohibited.

The RightPlug Standard is available free of charge for all non-commercial purposes (including research, technical evaluation and development of non-commercial software, tools and documentation). No part of the RightPlug Standard may be used in the development, manufacture or promotion of a commercial product, except by parties that are members of RightPlug Alliance.

Implementation of certain elements of the RightPlug Standard may be subject to third party intellectual property rights, including without limitation, patent rights (such third party may or may not be a member of RightPlug Alliance). It is the sole responsibility of the implementer to identify and address any and all such third party intellectual property rights. RightPlug Alliance is not, and shall not be held responsible, in any manner, for identifying or failing to identify any or all such third party intellectual property rights.

THE RIGHTPLUG STANDARD IS PROVIDED "AS IS," AND RIGHTPLUG ALLIANCE (INCLUDING ANY THIRD PARTIES THAT HAVE CONTRIBUTED TO THE RIGHTPLUG STANDARD) MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE; THAT THE CONTENTS OF THE RIGHTPLUG STANDARD ARE SUITABLE FOR ANY PURPOSE; NOR THAT THE IMPLEMENTATION OF SUCH CONTENTS WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. NEITHER THE RIGHTPLUG ALLIANCE NOR ANY THIRD PARTY WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONTRACT OR IN TORT, ARISING OUT OF OR RELATING TO ANY USE OR DISTRIBUTION OF THE RIGHTPLUG STANDARD.

Agreement

I hereby acknowledge, and agree to be bound by the terms and conditions herein

Signature

Date

Name / Title

Mailing Address

Phone / email