

University of New Hampshire InterOperability Laboratory

Digital Home Networking Consortium

Charter Document

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MODIFICATION RECORD

- January 20, 2009 Version 1.0
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UNH-IOL Digital Home Networking Consortium Charter

1.0 Extension of UNH-IOL Usage Agreement

This UNH-IOL Digital Home Networking Consortium (hereafter referred to as *Consortium*) Charter serves as an extension of the University of New Hampshire InterOperability Laboratory (UNH-IOL) Usage Agreement. As a result, this *Consortium* Charter is bound to the full acceptance of the UNH-IOL Usage Agreement. The section numbers outlined in this *Consortium* Charter reference the corresponding section numbers in the UNH-IOL Usage Agreement.

2.0 Additional Definitions

Additional Definitions are addressed in the UNH-IOL Usage Agreement.

3. Consortium Purpose and Goals

3.1 Purpose

The purpose of the *Consortium* is three-fold:

- To develop and disseminate technical information relative to proper implementation and use of Digital Home Networking technology based on the Digital Living Network Alliance's (DLNA) Home Networking guidelines.
- To provide the facilities, services and procedures that will allow a quantitative assessment of a device(s) or component(s) ability to properly participate in multi-vendor Digital Home Networking products based on the Digital Living Network Alliance's (DLNA) Home Networking guidelines.
- To investigate interoperability issues related to Digital Home Networking products and to provide a forum for their discussion.

3.2 Goals

This agreement establishes the following items as goals for *Consortium* members:

- To provide a long-term independent facility where Digital Home Networking products can be tested in a heterogeneous environment.
- To provide a medium scale, heterogeneous environment for experimental operation outside of normal Digital Home Networking design limits.
- To develop a set of interoperability tests and testing procedures that will provide a high level of confidence in Digital Home Networking product interoperability.
- To develop tests and procedures to diagnose Digital Home Networking interoperability problems.

- To simplify Digital Home Networking interoperability testing procedures by reducing organizational overhead.
- To provide a forum for the exchange of technical information between members concerning issues related to Digital Home Networking products.
- To contribute to standards development activities by providing feedback that will enhance interoperability of Digital Home Networking products.

3.3 Compliance With Antitrust Laws

The *University* and *Consortium* Members are committed to fostering open competition in the development of products and services based on the DLNA-based Digital Home Networking technology. The *Consortium* Members understand that in certain lines of business they are or may be direct competitors and that it is imperative that they and their representatives act in a manner which does not violate any state, federal or international antitrust laws and regulations. Without limiting the generality of the foregoing, the *Consortium* Members acknowledge that *Consortium* Members will not engage in any communications regarding costs, prices, quantity or quality of production levels, methods or channels of distribution, markets, customers, exclusion of competitors or any other topic, which may be construed as a violation of antitrust laws. Accordingly, each *Consortium* Member will counsel its representatives who participate in any activities relating to Digital Home Networking related standards or testing on the importance of limiting the scope of their discussions and communications to the topics that relate to the purposes of Digital Home Networking related standards or testing, whether or not such discussions and communications take place during formal meetings, informal gatherings or otherwise.

4.0 Membership Agreement

Membership Agreement is addressed in the UNH-IOL Usage Agreement, unless otherwise noted here.

4.2 Membership Structure and Fee Structure

The following Fee Structure terms will apply to the Digital Home Networking Consortium. Members may also be bound by additional Fee Structure terms, such as those specified in Section 4.2 of the UNH-IOL Usage Agreement.

4.2.1.1 Consortium Membership

This fee is due annually at the anniversary of membership acceptance. This fee grants full access to the UNH-IOL Digital Home Networking testing services as often as requested within the constraint of equitable allocation of UNH-IOL time. The annual membership fee for the UNH-IOL Digital Home Networking Consortium is posted on the UNH-IOL website and subject to Section 4.2.3 of the UNH-IOL Usage Agreement.

4.2.1.2 Consortium Testing Services for non-Members

This fee is due at the time of the requested testing services and includes either single device-class testing services or three-device-class testing services within a year time frame. Testing Services fees are posted on the UNH-IOL website and subject to change. These fees grants full access to the UNH-IOL Digital Home Networking testing services for the number of device-classes and terms specified, not to exceed one year.

4.2.5 UNH-IOL Scheduling Policy

This policy follows the policy outlined in the UNH-IOL Usage Agreement, with an active reservation by a Consortium Member being defined as one business week and overtime testing being available upon request with details to be determined at the time of request. Testing Services are scheduled from the same scheduling calendar used by Consortium Members and are performed on a similar first-come first-serve best-effort basis to complete requested testing

4.2.6 UNH-IOL Digital Home Networking Consortium Founding Member

The UNH-IOL Digital Home Networking Consortium will maintain a publicly available list of members who have contributed in the founding of the Consortium. A Full member will be designated a Founding Member if the member joined by July 1, 2009. This designation offers no entitlements beyond permanent web-based public acknowledgement of the member's status as a founder for the lifetime of the technical effort.

4.3.1 Platform Availability

Platform Availability is addressed in the UNH-IOL Usage Agreement and pertains to the Digital Home Networking Consortium Members per 4.2.1.1. Testing Services members are encouraged to similarly contribute an available platform.

5.0 Confidentiality

Confidentiality is addressed in the UNH-IOL Usage Agreement.

6.0 Organization and Operation

Organization and Operation is addressed in the UNH-IOL Usage Agreement.

7.0 Security of Physical Equipment

Security of Physical Equipment is addressed in the UNH-IOL Usage Agreement.

8.0 Warranty

Warranty is addressed in the UNH-IOL Usage Agreement.

9.0 Acceptance

Acceptance is addressed in the UNH-IOL Usage Agreement.

10.0 Amendments

The Consortium in consultation with all Consortium members makes amendments to the Consortium Charter. Members may submit amendment requests for consideration to the Consortium. All Consortium members will be contacted with the proposed amendment and asked to submit comments and questions in regards to the amendment. Members will be provided thirty days to respond. At any time during this review period, the proposed amendment may be revised based on feedback. However, doing so will require all Consortium members to again be contacted and the thirty-day review period restarted. At the end of the review period, should the requested change not be in violation of the UNH-IOL Usage Agreement and have a majority interest of existing Consortium members, then the UNH-IOL will amend the Charter with the amendments noted in the modifications record.