CONSENT AGREEMENT

This Agreement is entered into this 26th day of September, 2012 (the "Agreement") by and between the Open Source Initiative ("OSI"), a California nonprofit public benefit corporation, having its principal place of business at 855 El Camino Real, Ste 13A, #270, Palo Alto, CA 94301 and the Open Source Hardware Association ("OSHWA"), a Delaware nonprofit corporation, having a mailing address at P.O. Box 4743, Boulder, CO 80306.

WHEREAS, OSHWA and various third parties have adopted and are using the mark attached hereto as Exhibit A ("OSHW MARK") in association with goods and services that comply with the Open Source Hardware Definition attached hereto as Exhibit B, where such use of the OSHW MARK in association with such goods and services does not create the impression that it denotes open source software ("OSHW GOODS/SERVICES");

WHEREAS, OSI has adopted and is using the mark described in the Certificate of Registration attached hereto as Exhibit C ("OSI MARK") in association with open source software and related goods and services ("OSI GOODS/SERVICES"), for which it owns U.S. Trademark Registration No. 3560035;

WHEREAS, OSI and OSHWA desire to avoid and resolve any potential conflicts between themselves regarding their respective uses of OSI MARK and OSHW MARK for their respective goods and services, and any potential confusion, mistake or deception of the general public or members of the relevant merchandising trades with respect to ownership, use and registration rights; and

WHEREAS, the parties wish to end this matter without any formal proceedings.

NOW, THEREFORE, for and in consideration of the mutual representations, promises, terms and conditions contained herein, OSI and OSHWA agree as follows:

1.   Consent to Co-Existence

(a). Acknowledgment. OSI acknowledges that OSHWA's use and the use of any third parties of OSHW MARK as a trademark for OSHW GOODS/SERVICES is not confusingly similar to OSI's use of OSI MARK as a trademark for OSI GOODS/SERVICES based upon the differences in the respective marks, the prospective customers and the channels of trade. Similarly, OSHWA acknowledges that OSI's use of OSI MARK as a trademark for OSI'S GOODS/SERVICES is not confusingly similar to OSHWA's use and the use of any third parties of OSHW MARK as a trademark for OSHW GOODS/SERVICES based on the differences in the respective marks, the prospective customers and the channels of trade.

(b). No Registration. OSI and OSHWA each agrees not to register the OSHW MARK. OSHWA hereby consents to OSI's registration and use of OSI MARK as a trademark for OSI GOODS/SERVICES.

2.   Further Action.

(a).   Avoid Confusion. OSI and OSHWA each agrees to take any reasonably necessary further action to avoid potential confusion between the marks. OSHWA shall publish and advocate guidelines for use of the OSHW MARK designed to promote its use in compliance with the Open Source Hardware Definition attached hereto as Exhibit B. OSHWA shall not use

or recommend variations on the OSHW MARK that increase its similarity to the OSI MARK, including any variation that uses the color of green found in the OSI MARK. In the event that either party becomes aware of any actual confusion or mistake occurring as a result of their uses of their respective marks, the parties agree to communicate all details of each such instance to each other, and to cooperate reasonably to take steps to abate the cause of confusion or mistake, and to prevent any such confusion or mistake from arising again.

(b).   Non-Opposition by OSHWA. OSHWA will not oppose or otherwise challenge the use, application or registration of the mark OSI MARK by OSI in the U.S. or any other jurisdiction.

(c).   Non-Opposition by OSI. OSI will not oppose or otherwise challenge the use of the mark OSHW MARK by OSHWA or any third parties for the OSHW GOODS/SERVICES in the U.S. or any other jurisdiction.

3.   Scope of the Agreement. The scope of this Agreement shall be worldwide.

4.   Entire Agreement. This Agreement shall be the entire agreement between the parties with respect to the rights in the marks OSI'S OSI MARK and OSHW MARK. This Agreement supersedes, and the terms of this Agreement govern any prior agreements, proposals or other communications, whether oral or written. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

5.   Assignment. This Agreement and the rights and obligations of any party hereunder may not be assigned by one party without the prior written consent of the other party, except for a merger or a sale of all or substantially all of the assets of the party or a sale of the entire product lines associated with the respective marks. In the event this Agreement is assigned by either party upon a merger, the sale or transfer of all or substantially all of its assets or the sale of the entire product lines associated with the respective marks, this Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns.

6.   Controlling Law. This Agreement shall be construed under the laws of the State of New York as applied to New York residents.

7.   Notices. All notices shall be sent to the parties at the addresses set forth above. Notices shall be deemed received upon personal delivery or within five (5) days of deposit in the mail. Notices may be sent by email, courier, facsimile with confirmation or registered mail.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Open Source Hardware Association

By:
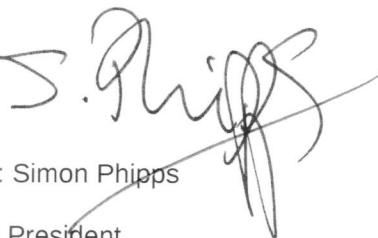
Print: Alicia Gibb

Title: President

Open Source Initiative

By:

Print: Simon Phipps

Title: President

EXHIBIT A

OSHW MARK
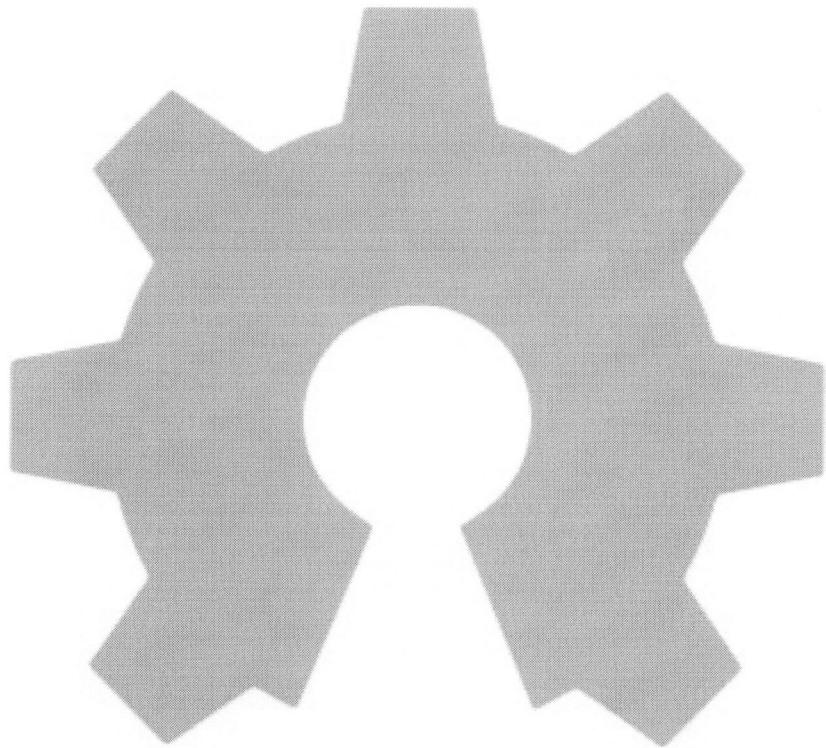
OPEN SOURCE HARDWARE DEFINITION

Open Source Hardware (OSHW) Definition 1.0

The Open Source Hardware (OSHW) Definition 1.0 is based on the Open Source Definition *for Open Source Software. That definition was created by Bruce Perens and the Debian developers as the Debian Free Software Guidelines.*

Introduction
Open Source Hardware (OSHW) is a term for tangible artifacts — machines, devices, or other physical things — whose design has been released to the public in such a way that anyone can make, modify, distribute, and use those things. This definition is intended to help provide guidelines for the development and evaluation of licenses for Open Source Hardware.

Hardware is different from software in that physical resources must always be committed for the creation of physical goods. Accordingly, persons or companies producing items ("products") under an OSHW license have an obligation to make it clear that such products are not manufactured, sold, warrantied, or otherwise sanctioned by the original designer and also not to make use of any trademarks owned by the original designer.

The distribution terms of Open Source Hardware must comply with the following criteria:

1. Documentation
The hardware must be released with documentation including design files, and must allow modification and distribution of the design files. Where documentation is not furnished with the physical product, there must be a well-publicized means of obtaining this documentation for no more than a reasonable reproduction cost, preferably downloading via the Internet without charge. The documentation must include design files in the preferred format for making changes, for example the native file format of a CAD program. Deliberately obfuscated design files are not allowed. Intermediate forms analogous to compiled computer code — such as printer-ready copper artwork from a CAD program — are not allowed as substitutes. The license may require that the design files are provided in fully-documented, open format(s).

2. Scope
The documentation for the hardware must clearly specify what portion of the design, if not all, is being released under the license.

3. Necessary Software
If the licensed design requires software, embedded or otherwise, to operate properly and fulfill its essential functions, then the license may require that one of the following conditions are met:
a) The interfaces are sufficiently documented such that it could reasonably be considered straightforward to write open source software that allows the device to operate properly and fulfill its essential functions. For example, this may include the use of detailed signal timing diagrams or pseudocode to clearly illustrate the interface in operation.
b) The necessary software is released under an OSI-approved open source license.

4. Derived Works
The license shall allow modifications and derived works, and shall allow them to be distributed under the same terms as the license of the original work. The license shall allow for the

manufacture, sale, distribution, and use of products created from the design files, the design files themselves, and derivatives thereof.

5. Free redistribution
The license shall not restrict any party from selling or giving away the project documentation. The license shall not require a royalty or other fee for such sale. The license shall not require any royalty or fee related to the sale of derived works.

6. Attribution
The license may require derived documents, and copyright notices associated with devices, to provide attribution to the licensors when distributing design files, manufactured products, and/or derivatives thereof. The license may require that this information be accessible to the end-user using the device normally, but shall not specify a specific format of display. The license may require derived works to carry a different name or version number from the original design.

7. No Discrimination Against Persons or Groups
The license must not discriminate against any person or group of persons.

8. No Discrimination Against Fields of Endeavor
The license must not restrict anyone from making use of the work (including manufactured hardware) in a specific field of endeavor. For example, it must not restrict the hardware from being used in a business, or from being used in nuclear research.

9. Distribution of License
The rights granted by the license must apply to all to whom the work is redistributed without the need for execution of an additional license by those parties.

10. License Must Not Be Specific to a Product
The rights granted by the license must not depend on the licensed work being part of a particular product. If a portion is extracted from a work and used or distributed within the terms of the license, all parties to whom that work is redistributed should have the same rights as those that are granted for the original work.

11. License Must Not Restrict Other Hardware or Software
The license must not place restrictions on other items that are aggregated with the licensed work but not derivative of it. For example, the license must not insist that all other hardware sold with the licensed item be open source, nor that only open source software be used external to the device.

12. License Must Be Technology-Neutral
No provision of the license may be predicated on any individual technology, specific part or component, material, or style of interface or use thereof.
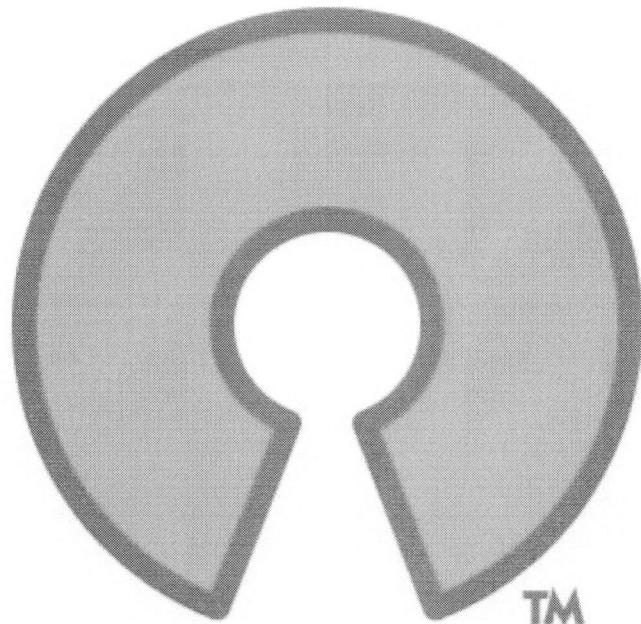
Afterword
The signatories of this Open Source Hardware definition recognize that the open source movement represents only one way of sharing information. We encourage and support all forms of openness and collaboration, whether or not they fit this definition.

EXHIBIT C

OSI MARK

open source
initiative