WATER INNOVATIONS ALLIANCE FOUNDATION

MEMBERSHIP AGREEMENT
AND
SUBCOMMITTEE INTELLECTUAL PROPERTY RIGHTS POLICY

This MEMBERSHIP AGREEMENT is entered into between Water Innovations Alliance Foundation, a Washington non-profit corporation (the "Foundation"), and the undersigned entity ("Member"). Member agrees to be a Member of the Foundation on the terms and conditions stated in this Membership Agreement and any Attachments thereto ("Agreement"), as well as any terms and conditions of membership that may be set forth in the Bylaws of the Foundation, a copy of which are incorporated by reference herein. All defined terms are as defined herein or as set forth in the Foundation's Bylaws.

1. DEFINITIONS

Affiliate means any entity that is directly or indirectly controlled by, under common control with, or that controls another entity. For this purpose, "control" means direct or indirect ownership of, or the right to exercise greater than fifty percent (50%) of the voting power, or greater than fifty percent (50%) of the ownership interest representing the right to make decisions for the entity.

Board of Directors or Board means the board of directors of the Foundation.

Change of Control means a change in ownership or control of Member effected through any of the following transactions: (a) a merger, consolidation or reorganization approved by Member's equity holders, unless securities representing more than fifty percent (50%) of the total combined voting power of the voting securities of the successor entity are immediately thereafter beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned Member's outstanding voting securities immediately prior to such transaction; (b) any transfer or other disposition of all or substantially all of Member's assets; or (c) the acquisition, directly or indirectly, by any person or related group of persons (other than Member or any Affiliate of Member or any person currently owning, beneficially or of record, equity securities of Member), of beneficial ownership (within the meaning or Rule 13d-3 of the Securities Exchange Act of 1934, as amended) of securities possessing more than fifty percent (50%) of the total combined voting power of Member's outstanding securities.

Committee means a group of individuals consisting of at least two (2) directors of the Foundation and Members, as designated by the Board of Directors, to carry out certain responsibilities of the Foundation, subject to the terms of the Foundation's Bylaws.

Contribution means a disclosure or submission, in either written or electronic form, to the Foundation, or to a Subcommittee, or Committee, including but not limited to

disclosures related to a Draft Specification, or an addition to or modification of an existing Specification, or portion thereof.

Derivative Work means work which is based upon a preexisting copyrighted work, such as a revision, modification, translation, abridgement, condensation, expansion, compilation or any other form in which such preexisting work may be recast, transformed or adapted, and which, if prepared without authorization of the owner(s) of the copyright in such preexisting work, would constitute a copyright infringement.

Draft Specification means a proposal, document, or documents entitled Water Innovations Alliance Foundation Specification in draft or non-final form, and any additions or modifications thereto, being worked on or considered by a Subcommittee or Committee prior to formal adoption as a Specification.

Fully Compliant means: (a) an implementation of a Specification that supports or implements all of the portions of that Specification defined by that Specification as being "Required", or (b) an implementation of all portions of a Specification required for a specific type of application thereof.

Joint Invention means a potentially patentable invention conceived by individuals associated with two or more Members in furtherance of the purposes, programs and activities of the Foundation.

Members means the undersigned entity and all of the Foundation Members in good standing, including such Members who may become Members after the undersigned Member joins.

Necessary Claims means those claims of all patents or patent applications having a priority date up to eighteen (18) months after the date a Member either withdraws from membership in the Foundation or the Member's membership in the Foundation otherwise terminates, under which a Member or any of its Affiliates has the right to grant licenses of the scope contemplated herein, and which are necessarily infringed by an implementation of a version of a Specification adopted by the Board of Directors up to eighteen (18) months after the date a Member either withdraws from membership in the Foundation or the Member's membership in the Foundation otherwise terminates, where such infringement could not have been avoided by another commercially feasible non-infringing alternative implementation of such Specification.

Notwithstanding anything else in this Agreement, “Necessary Claims” shall not include: (1) enabling technologies that may be necessary to make or use any product or portion thereof that complies with the Specification and are not themselves expressly set forth in such Specification (for example and without limitation, semiconductor manufacturing technology, compiler technology, object-oriented technology, basic operating system technology); (2) the implementation of a Specification, or any portion thereof, in or with any product and/or any portion or combinations thereof, the sole purpose or function of which is not required in order to be a Fully Compliant product; (3) claims which, if

licensed, would require a payment of royalties by the licensor to unaffiliated third parties; and (4) design patents and design registrations.

Specification means a document entitled Water Innovations Alliance Foundation Specification adopted and approved for release by the Board of Directors, and any updates or revisions adopted and approved for release by the Board of Directors.

Subcommittee means certain Members that are chartered by the Board of Directors pursuant to the Bylaws, or by a Committee. A Subcommittee may be chartered to create Specifications, or to develop and execute Committee specific tasks.

Subcommittee Intellectual Property Rights Policy means Attachment 1 and Attachment 2 to this Membership Agreement, as applicable to Contributions made to a Committee or Subcommittee.

2. MEMBERSHIP

2.1 Contributions. Only Members may make contributions. Members may make Contributions subject to the terms and conditions of this Agreement and the applicable Subcommittee Intellectual Property Rights Policy. Nothing in this Agreement shall obligate a Member to make Contributions.

2.2 Dues and Other Fees. The Member shall pay dues, fees and other assessments, which are established from time to time by the Foundation. The Board of Directors may establish reasonable additional fees or charges for participation in meetings or for other benefits of membership.

2.3 Expenses. Unless otherwise authorized by the Board of Directors, the Member shall bear its own costs and expenses for its participation in any and all activities conducted pursuant to this Agreement, such as travel, employee compensation, and incidental expenses.

2.4 Antitrust Policy. The Member agrees to comply with all applicable antitrust laws pertaining to the Member's participation in the Foundation. Nothing in this Agreement shall be construed to require or permit conduct that violates any applicable antitrust law. Member consents to the disclosure of its name and any other required information for the purposes of permitting the Foundation to invoke the protection of the National Cooperative Research and Protection Act of 1993 (15 U.S.C. sec. 4301 et seq.).

2.5 No Member Status Under State Law. The Member acknowledges and agrees that entering into this Membership Agreement does not confer on such Member the status of a "member" of the Foundation, as that term is defined under the Washington Nonprofit Corporation Act, Chapter 24.03 of the Revised Code of Washington (the "Act"). Any reference to "Member," "Foundation Member", or "Membership" in this Agreement

indicates a non-statutory member, and not a member as is defined in the Act. Members are not entitled to any voting rights under the Foundation's Bylaws or otherwise with respect to the Foundation.

3. INFORMATION

3.1 Non-Confidentiality of Information. All information exchanged under this Agreement shall be deemed non-confidential, except for information acknowledged as confidential by the Board of Directors and disclosed pursuant to confidentiality terms accepted by the recipient and approved by the Board of Directors.

3.2 Independent Development. The terms of this Agreement shall not be construed to limit any Member's right to independently develop or acquire products. Subject to any licenses as may be set forth in this Agreement, all Members may use information disclosed under this Agreement for any purpose.

4. INTELLECTUAL PROPERTY

4.1 Member Trademark Nonassert. In the event that the Foundation proposes to adopt any name or logo as a trademark or trade name, the Foundation shall notify the Member in writing of the proposal. The Member will have not less than forty-five (45) days' notice to review the trademark or trade name proposal ("Review Period"). The Member agrees that unless the Member provides written notice to [<<INSERT>>] of the Member's objection to the proposed trademark or trade name within the Review Period, then the Member and its Affiliates shall not assert against the Foundation any trademark or trade name rights they may have or thereafter possess in the proposed trademark or trade name.

4.2 Foundation. The Member may publicly disclose that it is a Member of the Foundation. However, unless otherwise authorized by the Board of Directors, the Member may not identify any product or service as being sanctioned by, sponsored by or associated with the Foundation. The Foundation shall have the right to include the Member's name in any lists of Members published by the Foundation and to announce that the Member has joined the Foundation.

4.3 Patent License. Each Member shall grant to each other Member, upon their request, a non-exclusive, worldwide, patent license under the Necessary Claims of such grantor Member that are infringed by grantee Member's Fully Compliant implementation of Specifications, under reasonable and nondiscriminatory terms and conditions (which may include defensive suspension), in accordance with grantor Member's standard licensing practices, if any. Such licenses shall be sufficient to allow grantee Members to make, have made, use, import, offer to sell, lease and sell and otherwise distribute such Fully

Compliant implementation of the Specification, and to sublicense the foregoing rights to their Affiliates. Notwithstanding the foregoing, any applicable patent license from a Member that may be required by an applicable Subcommittee Intellectual Property Rights Policy shall supersede the terms of this Section 4.3.

4.4 Copyrights in Contributions. Each Member that has proposed a Contribution hereby grants to the Foundation a worldwide, fully paid-up, royalty-free, irrevocable, perpetual, non-exclusive, non-transferable copyright license to create Derivative Works of all or part of such Contributions, as well as such Contributions as implemented in (i) Draft Specifications, and (ii) Specifications, and to use, execute, reproduce, distribute, display, and perform such Contributions, Draft Specifications, Specifications, and Derivative Works thereof including the right to sublicense the foregoing rights to any other Members of the Foundation and their Affiliates, and third parties. Contributions owned or developed by Member shall remain the property of Member and no interest in the ownership of the Contributions shall be conveyed to the Foundation or to any other Member.

4.5 Copyright License from Foundation. The Foundation hereby grants to Members a worldwide, fully paid-up, royalty-free, irrevocable, perpetual, non-exclusive, non-transferable copyright license to create Derivative Works of Contributions and Draft Specifications, and to use, execute, reproduce, distribute, display, and perform such Contributions, Draft Specifications, Specifications, and Derivative Works of Contributions and Draft Specifications, including the right to sublicense the foregoing rights to others.

4.6 Joint Inventions. Subject to the rights and licenses set forth elsewhere in this Agreement, any patent application that claims a Joint Invention and any patent, reissue, reexamination, or continuation based thereon will be owned jointly by the inventing Members, title therein shall be joint, and each owning Member shall have the right to grant licenses and sublicenses thereunder without accounting to one another.

4.7 Transfer of Intellectual Property. Any assignment or other transfer of ownership by a Member or its Affiliates of any copyrights, trade secrets, or Necessary Claims, shall be subject to the licenses and obligations to license such intellectual property to other Members as set forth herein, or to the utilization of some other method, such as a retention of a limited licensing right, that will achieve the objective of providing subsequent implementers the patent rights needed for their implementation that would be equivalent. Member, on behalf of itself and its Affiliates, agrees not to assign, reassign or otherwise transfer ownership of any such intellectual property with the intent or effect of avoiding the license obligations in this Agreement. Any and all assignments and licenses granted by a Member under this Agreement shall be granted on behalf of the Member and its Affiliates.

4.8 Licenses to Affiliates. The licenses in this Agreement include the right of each Member to grant sublicenses to its Affiliates existing on or after the effective date of this Agreement, which sublicenses may include the right of the sublicensed Affiliates to

sublicense other Affiliates of said Member. No sublicense shall be broader in any respect at any time during the life of this Agreement than the license held at that time by the party that granted the sublicense.

4.9 No Other License. Unless expressly set forth herein, no license, immunity or other intellectual property right is granted under this Agreement by any Member or its Affiliates to any other Member or its Affiliates or to Authorized Licensees, either directly or by implication, estoppel or otherwise. Section 4 shall not relieve any Member of any obligation or liability accrued to another Member hereunder prior to the signing of the Agreement.

5. TERM AND TERMINATION

5.1 Term. Unless terminated as provided below, this Agreement shall remain in full force and effect, renewing annually upon the Member's payment of dues, so long as the Foundation is in operation.

5.2 Termination. The membership of a Member shall terminate upon the occurrence of any of the following events:

a) Upon a failure to initiate or renew membership by paying dues on or before their due date, such termination to be effective thirty (30) days after a written notification of delinquency is given personally, electronically mailed, or mailed to such Member. A Member may avoid such termination by paying the amount of delinquent dues within a thirty (30) day period following the Member's receipt of the written notification of delinquency.

b) Upon written notice from the Member.

c) Upon the affirmative vote of two thirds (2/3) of the Board, when the Board determines, after affording the Member in question the right to be heard on the issue, that the Member has violated the terms of the Membership Agreement.

d) Upon a Member's dissolution.

5.3 Effect of Termination. In the event that this Agreement is terminated, Sections 4, 5, 6, and 7 shall survive. Additional consequences of termination of this Agreement as to a particular Subcommittee Intellectual Property Rights Policy are set forth in such policy. A Member terminated from the Foundation shall not receive any refund of dues already paid for the current dues period.

6. NO WARRANTY/LIMITATION OF LIABILITY/REPRESENTATION

6.1 NO WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY ATTACHMENT HERETO, ALL CONTRIBUTIONS, DRAFT SPECIFICATIONS, AND SPECIFICATIONS PROVIDED OR RELEASED HEREUNDER TO THE FOUNDATION BY MEMBER, OR TO MEMBER BY THE FOUNDATION, OR FROM OR TO ANY OTHER MEMBERS, ARE PROVIDED AND RELEASED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**.** MEMBER ACKNOWLEDGES THAT IT IS THE RESPONSIBILTY OF EACH MEMBER TO OBTAIN A LICENSE UNDER ANY PATENT RIGHTS REQUIRED TO PRACTICE THE SPECIFICATIONS RELEASED UNDER THIS AGREEMENT.

6.2 LIMITATION OF LIABILITY. IN CASE OF A BREACH OF THIS AGREEMENT, IN NO EVENT SHALL ANY MEMBERS OR AFFILIATES OR THE FOUNDATION BE LIABLE TO OTHER MEMBERS OR AFFILIATES OR TO THE FOUNDATION FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO REASONABLE ROYALTY, LOSS OF PROFITS, OR OTHER SIMILAR MONETARY DAMAGES RESULTING FROM CLAIMS FOR INTELLECTUAL PROPERTY INFRINGEMENT OR UNAUTHORIZED DISCLOSURE OR MISUSE OF CONFIDENTIAL INFORMATION. THE FOREGOING LIMITATION OF LIABILITY FURTHER SHALL NOT AFFECT THE AGGRIEVED PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF IN CASE OF A BREACH OF THIS AGREEMENT.

6.3 REPRESENTATION AND WARRANTY. THE MEMBER, ON BEHALF OF ITSELF AND ITS AFFILIATES, REPRESENTS AND WARRANTS THAT ITS REPRESENTATIVES TO THE FOUNDATION SHALL NOT SUBMIT A CONTRIBUTION THAT ITS REPRESENTATIVES KNOW VIOLATES THE COPYRIGHT OR TRADE SECRET RIGHTS OF ANY OTHER MEMBER OR THIRD PARTY.

7. OTHER PROVISIONS

7.1 No Transfer. Unless otherwise permitted pursuant to the terms of this Agreement, Member may not transfer its membership under this Agreement without the prior written consent of the Foundation. A third party further may not assume any of the rights or obligations under this Agreement incident to a Change of Control of Member, without the written consent of the Foundation. Any attempted transfer in violation of this Section is null and void.

7.2 Notice. The Member designates the representative identified below for the purpose of receiving notice under this Agreement. The Member may change the designated representative by written notice to the Foundation. If the Member fails to designate a representative, notice may be sent to the Member at its address stated below. Any notification made under this Agreement shall be deemed delivered on the next business day following it being sent by electronic mail, by facsimile, by express mail or by courier, or three (3) days after being sent first-class mail, postage prepaid, addressed to the Member's designated representative at the address provided. Notice of a breach of this Agreement and notice of termination of this Agreement shall be given both by express mail or by first class mail, postage prepaid, and, in addition, by electronic mail or by facsimile.

7.3 No Joint Venture. Nothing contained in this Agreement and no action taken by the Member shall be deemed to render the Member an employee, agent or representative of the Foundation or any other Member, or shall be deemed to create a partnership, joint venture or syndicate among or between any of the Members or with the Foundation.

7.4 Compliance with Laws. The obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, pertaining to the Member's participation in the Foundation.

7.5 Governing Law. This Agreement shall be governed by and construed under, and the legal relations among the parties hereto shall be determined in accordance with, the laws of the State of Washington, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction. The parties hereto expressly waive any right they may have to a jury trial in any dispute arising out of this Agreement.

7.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect; and a substitute, valid, and enforceable provision most nearly reflecting the original intent shall be developed in place of the invalid provision.

7.7 Amendments. The Member shall be given at least sixty (60) days' prior written notice of the effective date of any amendment to this Agreement, and amendments shall be prospective only. A Member shall be bound by a duly adopted amendment, unless it elects to terminate this Agreement and its membership in the Foundation.

7.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.9 Integration. This Agreement, along with its Attachments, supersedes and replaces any and all prior representations, agreements and understandings relating to the Member's membership in the Foundation.

7.10 Authority. The Member represents and warrants that it is authorized to enter into this Agreement. The undersigned person represents and warrants that he/she is authorized to sign this Agreement on behalf of the Member.

8. EFFECTIVE DATE

8.1 Effective Date. This Agreement shall be effective when it is executed by an authorized representative of Member and the Foundation.

MEMBER:

By: _____ Dated: _____
Printed Name: _____
Title: _____
Address: _____
_____
_____
Telephone Number: _____
Facsimile Number: _____
e-mail Address:_____

ACCEPTED AND AGREED:

WATER INNOVATIONS ALLIANCE FOUNDATION

By: _____ Dated: _____
Printed Name: _____
Title: _____

Attachment 1

REASONABLE AND NON-DISCRIMINATORY WITH OPTIONAL ROYALTIES SUBCOMMITTEEINTELLECTUAL PROPERTY RIGHTS POLICY SUPPLEMENTAL TERMS AND CONDITIONS

1. CONTRIBUTIONS

A Member may make Contributions subject to the terms and conditions of the Agreement and this Subcommittee Intellectual Property Rights Policy.

2. INTELLECTUAL PROPERTY

2.1 Patents. Each Member on a Subcommittee to which the Subcommittee Intellectual Property Rights Policy in this Attachment 1 applies shall grant to each Member of the Water Innovations Alliance Foundation (the "Foundation"), a worldwide, patent license under the Necessary Claims of such grantor Member that are infringed by grantee Member's Fully Compliant implementation of the Subcommittee Specification, under reasonable and nondiscriminatory terms and conditions (which may include defensive suspension), in accordance with grantor Member's standard licensing practices, if any. Such licenses shall be sufficient to allow grantee Members to make, have made, use, import, offer to sell, lease and sell and otherwise distribute such Fully Compliant implementation of the Specification, and to sublicense the foregoing rights to their Affiliates.

2.2 Disclosure of Necessary Claims. Each Member, on behalf of itself and its Affiliates, shall use commercially reasonable efforts to disclose, in writing to the Foundation, the existence of any claims of any of its patents or patent applications that may be Necessary Claims that are personally known to the individuals acting on behalf of such Member on the Subcommittee to which the Subcommittee Intellectual Property Rights Policy in this Attachment 1 applies. With respect to unpublished patent applications, such individuals shall be obligated to disclose the existence of the unpublished application and identify the area of the Draft Specification where the patent may apply, if issued. When such application is published, such individuals shall update the Member's disclosure with additional specific information concerning the potential Necessary Claim. Each Member shall use commercially reasonable efforts to declare Necessary Claims(s) pursuant to the terms of this Attachment as soon as possible after discovering it has or is likely to have such Necessary Claims(s). Members (collectively or individually) are not obligated to perform or conduct patent searches.

2.3 Information. Pursuant to section 3 of the Agreement, all Contributions and Subcommittee minutes and other materials shall be deemed non-confidential.

2.5 No Other License. Unless expressly set forth herein, no patent license, immunity or other right is granted under this Agreement by any Member or its Affiliates to any other Member or its Affiliates, either directly or by implication, estoppel or otherwise. This Section 2 shall not relieve any Member of any obligation or liability accrued to another Member hereunder prior to the signing of the Agreement.

3. SURVIVAL

3.1 Survival. In the event this Agreement is terminated or the Member's participation on a Subcommittee ceases for any reason, Sections 2 and 3 of this Attachment shall survive.

Attachment 2

REASONABLE AND NON-DISCRIMINATORY WITHOUT ROYALTIES SUBCOMMITTEE INTELLECTUAL PROPERTY RIGHTS POLICY SUPPLEMENTAL TERMS AND CONDITIONS

1. CONTRIBUTIONS

A Member may make Contributions subject to the terms and conditions of the Agreement and this Subcommittee Intellectual Property Rights Policy.

2. INTELLECTUAL PROPERTY

2.1 Patents. Each Member on a Subcommittee to which the Subcommittee Intellectual Property Rights Policy in this Attachment 2 applies shall grant to each Member of the Water Innovations Alliance Foundation (the "Foundation"), a worldwide, royalty free patent license under the Necessary Claims of such grantor Member that are infringed by grantee Member's Fully Compliant implementation of the Subcommittee Specification, under reasonable and nondiscriminatory terms and conditions (which may include defensive suspension), in accordance with grantor Member's standard licensing practices, if any. Such licenses shall be sufficient to allow grantee Members to make, have made, use, import, offer to sell, lease and sell and otherwise distribute such Fully Compliant implementation of the Specification, and to sublicense the foregoing rights to their Affiliates. The terms of this section 2.1 will apply whether or not the grantor Member has disclosed the Necessary Claims pursuant to section 2.2 below.

2.2 Disclosure of Necessary Claims. Each Member, on behalf of itself and its Affiliates, shall use commercially reasonable efforts to disclose, in writing to the Foundation, the existence of any claims of any of its patents or patent applications that may be Necessary Claims that are personally known to the individuals acting on behalf of such Member on the Subcommittee to which the Subcommittee Intellectual Property Rights Policy in this Attachment 1 applies. With respect to unpublished patent applications, such individuals shall be obligated to disclose the existence of the unpublished application and identify the area of the Draft Specification where the patent may apply, if issued. When such application is published, such individuals shall update the Member's disclosure with additional specific information concerning the potential Necessary Claim. Each Member shall use commercially reasonable efforts to declare

Necessary Claims(s) pursuant to the terms of this Attachment as soon as possible after discovering it has or is likely to have such Necessary Claims(s). Members (collectively or individually) are not obligated to perform or conduct patent searches.

2.3 Information. Pursuant to section 3 of the Agreement, all Contributions and Subcommittee minutes and other materials shall be deemed non-confidential.

2.5 No Other License. Unless expressly set forth herein, no patent license, immunity or other right is granted under this Agreement by any Member to any other Member or its Affiliates, either directly or by implication, estoppel or otherwise. This Section 2 shall not relieve any Member of any obligation or liability accrued to another Member hereunder prior to the signing of the Agreement

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