IOWN GLOBAL FORUM
INTELLECTUAL PROPERTY RIGHTS POLICY

This Intellectual Property Rights Policy ("IPR Policy") is entered by and among each Member that has executed a Participation Agreement of the Innovative Optical and Wireless Network, Inc. (the "IOWN Global Forum"), thereby agreeing to be bound by the terms hereof, and is effective as to each Member on the date such Member executes the Participation Agreement ("Effective Date"). Each Member executing the Participation Agreement hereby agrees as follows:

Any undefined capitalized terms used herein shall have the meaning set forth in the IOWN Global Forum Bylaws ("Bylaws"), the Participation Agreement ("Participation Agreement") or the IOWN Global Forum's Operating Procedures (the "Operating Procedures"), each of which shall be deemed incorporated herein by reference as if fully set forth below. In the event of a conflict between defined terms or other terms and conditions in this IPR Policy and the above listed documents, the documents will be given the following order of precedence for resolving such conflict: (1) this IPR Policy; (2) the Bylaws; (3) the Participation Agreement; and (4) the Operating Procedures.

SECTION 1 DEFINITIONS

1.1 **"Approved Standards Development Organization"** or **"Approved SDO"** means a standards body or consortium as determined by the Board of Directors to which (i) the Final Specification or portions thereof, including but not limited to text, design features, tables or any information extracted or compiled from a Final Specification, or (ii) the Approved Reference Document or portions thereof, including but not limited to text, design features, tables or any information extracted or compiled from the Approved Reference Document, may be contributed or proposed under Section 8.

1.2 "**Compliant Portion**" means only those specific portions of products or services that: (i) implement and are compliant with a Final Specification, (ii) are within the bounds of the Scope, and (iii) have met compliance testing and/or certification requirements set forth in the Bylaws or Operating Procedures, if any.

1.3 "**Reference Document Contribution**" means any contribution in written or electronic form that a contributing Member indicates in writing or electronic communication is for incorporation into a Reference Document.

1.4 "**Reference Document**" means any technical information or material, including but not limited to reference designs and application programming interfaces, in written or electronic form, other than a Draft Specification, Final Specification or Software. Reference Documents may include Draft Reference Documents or Approved Reference Documents as may be applicable.

1.5 "**Draft Reference Document**" means any Reference Document contributed to, or under development within, the IOWN Global Forum that has not been approved for Release by the Board of Directors.

1.6 "**Draft Specification**" means all versions of a technical document designated as a Draft Specification by a Working Group and all Specification Contributions thereto.

1.7 "**Approved Reference Document**" means a Draft Reference Document that has been approved for Release by the Board of Directors.

1.8 "**Final Specification**" means a Draft Specification that has been adopted by the Board of Directors, as set forth in the Bylaws. For purposes of this definition, a Final Specification shall not include any implementation examples unless such implementation examples are expressly identified as being subject to the licenses contemplated herein.

1.9 "**Necessary Claim(s)**" means one or more claims of a Patent or Patent application that (i) now or any future time, are both (A) owned or controlled and (B) licensable by a Member or any of its Affiliates; and (ii) would be necessarily infringed by implementing the Normative Requirements of a Final Specification within the bounds of the Scope. A Patent claim is "necessarily infringed" if there is no commercially reasonable non-infringing alternative for implementing one or more Normative Requirements of the Final Specification within the bounds of the Scope. Notwithstanding the immediately preceding sentence, Necessary Claims do not include any claims (a) other than those set forth above even if contained in the same Patent or Patent application as a Necessary Claim; (b) that read solely on any implementations of any or all portions of the Final Specification that are not within the bounds of the Scope; or (c) that would require a payment of royalties by the licensor to any third party unaffiliated with such licensor. As used herein, the term "Patent" means all classes or types of patents (including, without limitation, originals, divisionals, continuations, continuations-in-part, extensions or reissues) throughout the world. The term "Patent" further includes utility models, inventor's certificates, and similar rights throughout the world, whether issued or registered, with respect to the protection of inventions and discoveries.

1.10 "**Normative Requirements**" means those portions of the Final Specification, including but not limited to text, design features, and tables, that are expressly identified as required for compliance with the Final Specification including portions of the Final Specification that are identified as required for compliance with an optional or alternative portion. For clarity, those portions of the Final Specification, including any portions of an optional or alternative portion thereof, which are designated by the terms "must", "shall", "mandatory", "normative" or "required" are expressly identified as being required for compliance under this Section 1.10.

1.11 "**Open Source Licenses**" means any of the following licenses or similar licenses that are commonly used in the industry for open source software projects: (1) the Apache License 2.0, (2) the GNU Library GPL v2.0, (3) the GNU Lesser GPL v2.1, or (4) the standard 3-clause BSD License.

1.12 "**Release**" means the publication of a document or other collateral by the IOWN Global Forum following the approval of the IOWN Global Forum Board of Directors.

1.13 "**Scope**" means protocols, functions, formats, interfaces, parameters, data structures, tools, test scripts, architectures, in each case only as described in a Final Specification, and only to the extent that: (1) they are described with particularity and as Normative Requirements in such Final Specification; and (2) the sole purpose of such description is to enable Compliant Portions of products to interoperate, interconnect or communicate as defined within such Final Specification. Notwithstanding the foregoing, the Scope shall not include (a) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Final Specification, but are not themselves expressly set forth with particularity in a Final Specification (e.g., semiconductor manufacturing technology, semiconductor packaging technology, processor architecture/microarchitecture, processor instruction sets, compiler technology, etc.); or (b) the implementation or use of other specifications published and made available by any other standards body, but referred to in the body of a Final Specification and not first developed in IOWN Global Forum, even if required for compliance with the Final Specification; or (c) any portions of any product and any combinations thereof, the purpose or

function of which is not required for compliance with a Final Specification; or (d) reference or informational portions of the Final Specification.

1.14 "**Specification Contribution**" means a submission to a Working Group or the proposal of an addition to or modification of an existing Draft Specification or Final Specification, or portion thereof, provided that the submission is made in writing (including a writing in electronic medium) and marked as a "Contribution."

SECTION 2 REVIEW OF DRAFT SPECIFICATIONS

2.1 Review of Draft Specifications. During the course of developing a Final Specification, if the Board of Directors adopts a resolution stating that a Draft Specification is sufficiently substantial and defined so as to provide for meaningful review by the Members, it will direct the Executive Director or an officer listed in Section 5.1 of the Bylaws, if the IOWN Global Forum does not have an Executive Director, to initiate a review. Upon receipt of such direction, the Executive Director, or officer listed in Section 5.1 of the Bylaws, will distribute to each Member a notice of review period and a complete draft of the Draft Specification that is the subject of such notice ("Review Notice"). Each Member, on behalf of itself and its Affiliates, shall have sixty (60) days following the date of the receipt of such Review Notice ("Review Period") to review such Draft Specification and consider any potential licensing obligations that may accrue with respect to any Necessary Claims if the Draft Specification is adopted as a Final Specification. One or more Review Periods may occur during the course of developing a Final Specification.

2.2 Withdrawal. During the Review Period, a Member that determines that the Draft Specification implicates Necessary Claims which the Member is unwilling to license to the other Members pursuant to Section 3, except with respect to those portions of the Draft Specification that relate to its Specification Contributions as set forth in Section 6.1, shall provide the Executive Director a document describing any and all of its Patents and Patent applications that such Member believes will be Necessary Claims if the Draft Specification subject to the Review Period were to become a Final Specification and, if there is no resolution to avoid such circumstance through the process set forth in the Operating Procedures, may provide notice to the Executive Director that such Member withdraws from participation in the IOWN Global Forum pursuant to this Section 2.2 ("Notice of Withdrawal"). Such withdrawal will be effective upon receipt by Executive Director. A Member wishing to exercise the right to withdraw under this provision must deliver its Notice of Withdrawal no later than the end of the Review Period for the applicable Draft Specification under review, as referenced in Section 2.1. A Member that has withdrawn from the IOWN Global Forum pursuant to this Section will not be subject to the licensing obligations under Section 3 with respect to any Final Specifications approved after the date of such withdrawal except with respect to its Specification Contributions as set forth in Section 6.1; for clarity, however, the terminating Member will remain subject to the licensing obligations under Section 3 with respect to any Final Specifications approved prior to the date of such withdrawal. If the IOWN Global Forum does not have an Executive Director it will notify the Members to whom to address the Notice of Withdrawal, and such person will take all actions assigned to the Executive Director under this Section.

2.3 Patent Searches. The obligations set forth in this IPR Policy do not imply any obligations on Members to perform or conduct Patent searches.

2.4 Exceptions. Notwithstanding the foregoing, the Board of Directors may establish individual Working Groups subject to licensing obligations that differ from Section 3.1 as well as processes that differ from Sections 2.1 and 2.2.

SECTION 3 LICENSING OF MEMBER'S INTELLECTUAL PROPERTY RIGHTS

3.1 RAND Licensing Obligation. When a Member makes a Specification Contribution or upon the adoption of a Final Specification, subject to any withdrawal provisions of Section 2.2 as well as the other terms and conditions herein, each Member, on behalf of itself and its Affiliates agrees to grant to all other Members and their Affiliates (collectively, "Licensees" and each a "Licensee") a nonexclusive, nontransferable, worldwide license (without right to grant a sublicense) under its Necessary Claims solely to make, have made, use, import, and directly and indirectly sell and offer to sell, and otherwise distribute and dispose of Compliant Portions by themselves or in or with Licensee's products integrating such Compliant Portions; provided that such license does not extend to any part or function of a product (other than the Compliant Portion therein) in which a Compliant Portion is incorporated but that is not itself part of the Compliant Portion. Member's license will be granted on reasonable and non-discriminatory terms, provided that such license grant may be conditioned upon, among other things, Licensee's grant of a reciprocal license for all of its Necessary Claims (relating to a Final Specification) under reasonable and nondiscriminatory terms and conditions. A Member's licensing obligation set forth in this Section 3.1 with respect to its Specification Contributions apply to only those portions of Specification Contributions that are included in a Draft Specification, and then Draft Specification made a part of a Final Specification.

3.2 Defensive Suspension of License Grant. In the event that a Member ("Member A") files suit or action against another Member ("Member B") alleging that Member B's manufacture, use, sale, offer for sale or import of a Compliant Portion constitutes an infringement of the Necessary Claims owned or controlled by Member A and such suit or action is not defensively filed in response to a prior Patent infringement suit or action by Member B alleging that Member A's manufacture, use, sale, offer for sale or import of a Compliant Portion constitutes an infringement of the Necessary Claims owned or controlled by Member B, then any Patent licenses granted to Member A pursuant to Section 3 of this IPR Policy shall terminate as of the date such suit or action is filed and, notwithstanding any release provided under this Agreement, Member B may seek and recover any and all past, present and future damages for infringement of Member B's Necessary Claims.

3.3 Retention of Rights**.** Nothing contained in this Section 3 shall be deemed as requiring a Member or its Affiliates to grant or withhold any license or sublicense of an individual Member's Patents containing Necessary Claims to non-Members.

3.4 No Other License**.** The Members agree no license, immunity, licensing obligation or other right is granted or exists under this IPR Policy by any Member or its Affiliates to any other Member or their Affiliates or to IOWN Global Forum, either directly or by implication, estoppel or otherwise, other than the licensing obligations in Section 3.1 and licenses granted in Section 3.7.

3.5 Authority to Grant Licenses; No Attempt to Circumvent. Each Member hereby represents and warrants that it has the power and authority to bind itself and all of its Affiliates to the obligations contained herein, including without limitation, the obligation to grant the licenses as set forth in this IPR Policy. Each Member further represents and warrants and agrees that it has not and will not, for the purpose of circumventing the obligation to grant the licenses contained in this IPR Policy, intentionally transfer, encumber or take any other action with respect to either (a) its Necessary Claims or (b) its Patent applications that such Member reasonably believes may now or in the future include Necessary Claims.

3.6 Transfer of Necessary Claims. Any transfer by a Member or its Affiliates of a Patent having

Necessary Claims to an unaffiliated third party with respect to such Member shall be subject to the terms and conditions of this IPR Policy. A Member may choose the manner in which it complies with this Section, provided that any agreement for transferring or assigning Necessary Claims includes a provision that such transfer or assignment is subject to existing licenses and obligations to license imposed on the Member by the terms of this IPR Policy (or language of similar import referencing, more generally, the licenses and obligations imposed by applicable standards bodies, specification development organizations, or similar organizations).

3.7 Copyrights. Each provision and/or subsection of this Section 3.7 shall survive any termination of participation in IOWN Global Forum of any Member that grants any rights hereunder.

3.7.1 License Grant for Draft Specifications and Final Specifications. Each Member and its Affiliates hereby grants to IOWN Global Forum a worldwide, irrevocable, perpetual, non-exclusive, non-transferable (except as otherwise provided in the Bylaws), sub-licensable, royalty-free, and fully paid-up copyright license to reproduce, prepare derivative works, distribute copies, and to display and perform the Specification Contributions of the Members solely for the purposes of developing, publishing, and distributing (i) Final Specifications; (ii) test tool products incorporating Compliant Portions based on such Final Specifications; and (iii) submissions to an Approved SDO. Subject to the Member's copyright ownership in their Specification Contributions, IOWN Global Forum shall own all right, title, and interest in and to the compilation of Specification Contributions forming the Draft Specifications and Final Specifications, and related works. Upon the Release of a Final Specification, IOWN Global Forum grants and agrees to grant each Member and its Affiliates a worldwide, non-exclusive, royalty-free copyright license to reproduce, distribute and display such Final Specification as reasonably necessary to implement such Final Specification.

3.7.2 License Grant for Reference Document Contributions: Any Member may propose Reference Document Contributions for incorporation into a Reference Document. Such Reference Document Contributions may be in written or electronic form and may represent modifications to an existing Reference Document or standalone contributions. Each Member and its Affiliates hereby grants to IOWN Global Forum a worldwide, irrevocable, perpetual, non-exclusive, non-transferrable (except as otherwise provided for in the Bylaws), sub-licensable, royalty-free, and fully paid-up copyright license to the Member's copyright interests in such Reference Document Contributions to reproduce, prepare derivative works of, distribute copies, and to display and perform the Reference Document Contributions solely to enable IOWN Global Forum, its Working Groups, and its Board of Directors, as may be applicable, to develop the Reference Document.

3.7.3 License Grant to Reference Document Contributions Included in Approved Reference Document: If a Member's Reference Document Contribution is incorporated, in whole or in part, in modified or unmodified form, into an Approved Reference Document, the Member hereby grants to IOWN Global Forum a worldwide, irrevocable, perpetual, non-exclusive, non-transferable (except as may otherwise be provided in the Bylaws), sub-licensable, royalty-free, and fully-paid-up copyright license to the Member's copyright interests in such Reference Document Contribution incorporated in the corresponding Approved Reference Document; IOWN Global Forum's right to sublicense is limited to the sole right to sublicense such Reference Document Contribution pursuant to the IOWN Global Forum Reference Document license terms, as approved by the Board of Directors. IOWN Global Forum, at its sole discretion, may choose to Release an Approved Reference Document under the IOWN Reference Document license terms, or under no license. Each Member hereby agrees that its Reference Document Contributions included in an Approved Reference Document are not Confidential Information.

SECTION 4 TRADEMARKS

Subject to any rights of the Members and their Affiliates, any trade names or logos created and used by the IOWN Global Forum as a trademark, service mark, or certification mark (collectively "Trademarks"), registered or otherwise, are the sole and exclusive property of the IOWN Global Forum. Use of IOWN Global Forum Trademarks shall be governed by such policies, procedures, and guidelines as may be established and approved by the IOWN Global Forum from time to time, and applicable law. The IOWN Global Forum shall notify the Members in writing of the proposal of any new Trademarks. The IOWN Global Forum shall take such steps as the Board of Directors deems necessary and proper to protect its rights in such Trademarks adopted for use by the IOWN Global Forum. The Board of Directors may establish and disseminate reasonable conditions and procedures for the licensing and use of such Trademarks.

SECTION 5 SOFTWARE

The IOWN Global Forum may elect to sponsor or manage the development of software related to the Final Specifications or the Reference Documents ("Software") within a Working Group or a separate project established for such software development. In such case, the Board will approve the terms and conditions associated with IOWN Global Forum's sponsoring or managing of such Software development, and will determine the license terms that apply to the Software. The Board of Directors may select an appropriate Open Source License to apply to the Software. Members may make code contributions to any IOWN Global Forum sponsored or managed Software provided that they complete a contributor license agreement, the form of which has been approved by the Board and made available to the Members.

SECTION 6 SURVIVAL OF OBLIGATION TO GRANT LICENSES AND RIGHT TO RECEIVE LICENSES AFTER TERMINATION

6.1 Survival of Obligation to Grant Licenses. A Member whose participation in the IOWN Global Forum has terminated pursuant to Section 2.2 of this IPR Policy or Section 12.9 of the Bylaws shall continue to be obligated to grant licenses as provided in Section 3 for (i) any Necessary Claims of such Member implicated in a Final Specification adopted prior to the effective date of such Member's termination; (ii) any Necessary Claims of such Member implicated in such terminating Member's Specification Contributions incorporated in any Final Specification adopted prior to or after the effective date of such Member's termination, (iii) any Necessary Claims of such Member implicated in any Draft Specification for which a License Review Period has been completed prior to the effective date of such Member's termination if the Necessary Claims are subsequently embodied in a Final Specification, and (iv) any copyright with respect to any Specification Contributions or Reference Document Contributions as submitted by such terminating Member and included in a Final Specification or Approved Reference Document, respectively. The survival of licenses shall apply if the terminating Member undergoes bankruptcy.

6.2 Member's Right to Receive Licenses after Termination. All obligations of all other Members under this IPR Policy shall cease with respect to a terminating Member effective as of the effective date of such Member's termination of its membership in IOWN Global Forum, except that any licenses previously granted to such terminating Member or its Affiliates pursuant to Section 3 of this IPR Policy prior to the effective date of such Member's termination shall survive in accordance with their terms; provided, however, that the licenses granted to such terminating Member for any Necessary Claims in a Final Specification that has been finally adopted prior to the effective date of such Member's termination shall continue to survive solely to the extent that such terminating Member continues to grant reciprocal licenses under substantially same or similar terms and conditions as set forth in this IPR Policy; and provided further that such license shall not survive with respect to any Necessary Claims in

any portion of a Final Specification added or changed after the effective date of such terminating Member's termination.

SECTION 7 EXCEPTION IN THE EVENT OF NONCOMPLIANCE

The licenses in Section 3 which survive under Section 6 shall terminate completely as to any Final Specification for which the definition of Scope has been changed to be different than the definition of Scope that was in effect prior to the effective date of the Member's termination or expiration of participation in IOWN Global Forum, or prior to the effective date of dissolution of IOWN Global Forum.

SECTION 8 SUBMISSION TO APPROVED SDO

Upon the approval of the Board of Directors with the required number of votes as specified in the Bylaws, the Final Specification or portions that may include text, design features, tables or any information extracted or compiled from a Final Specification may be contributed or proposed to an Approved SDO. In such case, each Member agrees (i) that it will comply with the Approved SDO disclosure, licensing and other commitments and obligations, and (ii) that the Patent licenses set forth in Sections 3.1 through 3.3 will continue to be effective with respect to the unmodified portions of the Final Specification that are contributed to and adopted as a standard or specification of such Approved SDO even if such Approved SDO permits Members to make licensing elections different from those in Section 3. For purposes of clarification, if the text of a Final Specification is changed to comply with the Approved SDO format rules or naming or other conventions and no Member's Patent licensing obligation(s) are thereby modified in any material respects, such change shall not be deemed to be a modification within the meaning of this Section 8. Notwithstanding the foregoing, a Final Specification may only be contributed to an Approved SDO with a more onerous licensing obligation than set forth in Section 3 upon a vote of two-thirds of the current members of the Board of Directors. For the purpose of this IPR Policy, "a more onerous licensing obligation" means a standards development organization intellectual property rights policy that obligates its participants or members to license intellectual property on terms that are materially different from those described in Section 3 of this IPR Policy.

Upon the approval of the Board of Directors with the required number of votes as specified in the Bylaws, the Final Reference Document or any Approved Reference Document, or portion thereof may be contributed or licensed to an Approved SDO.

SECTION 9 AMENDMENTS

This IPR Policy may be altered, amended or repealed, or a new IPR Policy may be adopted at any regular or special meeting of the Board of Directors by an affirmative vote of at least a Supermajority of all members of the Board of Directors, or by unanimous written consent of the Board of Directors. Notice of any amendment of this IPR Policy will be provided to Members, which notice may be by electronic means.

SECTION 10 GENERAL PROVISIONS

10.1 Confidentiality of Specifications. Draft Reference Documents pending Board approval, Draft Specifications, and, unless otherwise agreed by the Board, Approved Reference Documents and Final Specifications are Confidential Information of the IOWN Global Forum and, as such, are subject to Section 1.5 and Article 16 of the Bylaws. The Board of Directors may agree that portions of a Draft Reference Document pending Board approval, Draft Specifications, Approved Reference Document

and Final Specifications are non-confidential.

10.2 Internal Use of Draft Specifications and Reference Documents. If the Board of Directors adopts a resolution stating that a Draft Specification or a Reference Document is sufficiently definite to allow its use as prescribed in this Section, subject to the terms and conditions of this IPR Policy and any applicable Operating Procedures, each Member may use such Draft Specification or Reference Document to internally design, develop, and evaluate their products or software, which Member products or software include or are being designed or developed to include Compliant Portions, provided that each Member so using such Draft Specification or Reference Document acknowledges and accepts that a Final Specification may or may not incorporate all or any portion of such Draft Specification or Reference Document. In the event the Board of Directors adopts a resolution under this Section, it will direct the Executive Director or an officer listed in Section 5.1 of the Bylaws, if the IOWN Global Forum does not have an Executive Director, to provide a notice of such resolution, the notice to include any Operating Procedures specified by the Board of Directors as applicable to use of the Draft Specification or Reference Document under this Section, to each Member. Upon receipt of such direction, the Executive Director, or officer listed in Section 5.1 of the Bylaws, will distribute to each Member a notice of such resolution together with the Draft Specification or Reference Document subject to such resolution.

10.3 Consideration. Members acknowledge that payment of fees for membership in IOWN Global Forum constitutes partial consideration for the license rights granted under this IPR Policy. The foregoing does not, however, (i) preclude IOWN Global Forum from charging additional fees for use of IOWN Global Forum trademarks, service marks, or certification marks, or (ii) constitute a statement concerning the actual or implied value of any Member intellectual property, licensing obligations or rights.

10.4 Governing Law. This IPR Policy shall be construed and controlled by the laws of the State of Delaware without reference to conflict of laws principles. Members agree to accept personal jurisdiction in the State and Federal courts of Delaware.

10.5 No Warranty. All parties acknowledge that all information provided as part of the Draft Specification or Draft Reference Document and/or Final Specification or Approved Reference Document development process and the Draft Specification or Draft Reference Document and/or Final Specification or Approved Reference Document itself are all provided "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

10.6 Limitation of Liability. IN NO EVENT WILL IOWN GLOBAL FORUM, ANY PARTY HERETO OR ANY OTHER MEMBER OF IOWN GLOBAL FORUM BE LIABLE TO ANY OTHER PARTY OR MEMBER OF IOWN GLOBAL FORUM FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR ENHANCED DAMAGES OF ANY KIND OR NATURE, WHETHER ARISING UNDER CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE, AND WHETHER ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, AND WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

10.7 Effect of Divestiture. In the event that an Affiliate ceases to be an Affiliate, such as by divestiture, and such former Affiliate becomes a Member of IOWN Global Forum within ninety (90) days from the date the Affiliate status ceases, then all licenses described in this IPR Policy shall continue uninterrupted. If such former Affiliate does not become a Member of IOWN Global Forum within ninety (90) days from the date the Affiliate status ceases, then Section 6 hereof shall apply and the former Affiliate will be considered the same as a terminating Member as set forth in Section 6.