

FULL MEMBER AGREEMENT

THIS FULL MEMBER AGREEMENT (this “*Agreement*”) is between Z-Wave Alliance, LLC, a Delaware limited liability company (the “*Alliance*”) and the entity executing this Agreement below as “*Member*.”

Intending to be bound by the terms of this Agreement, the Parties have caused their duly authorized representatives to execute this Agreement, effective on the date executed by the Alliance as set forth below (the “*Effective Date*”).

“Member”

Company Name:

Signature:

Printed Name: _____

Title:

Date:

Member

Headquarters

Address:

Member Contact

email address:

Z-Wave Alliance, LLC

Signature:

Printed Name: _____
Mitchell Klein

Title: Executive Director

Date: _____

[INSTRUCTIONS TO MEMBER: Complete the fields above, sign and date the Agreement (using today’s date) and email a PDF copy of the agreement to: janet@z-wavealliance.org. A fully-signed copy will be returned to the Member Contact email address shown above.]

In consideration of the mutual promises in this Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Alliance and Member (each, a “**Party**” and collectively, the “**Parties**”) hereby agree as follows:

1. **Introduction.**

The purpose of the Alliance is to engage in any lawful act or activity for which a limited liability company may be organized under such law. Without limiting the generality of the foregoing, the specific purposes of the Alliance are to (a) promote the use of Z-Wave Technology, (b) build consumer awareness with respect to Z-Wave Technology by coordinating marketing campaigns (c) encourage collaboration among participants regarding new uses of Z-Wave Technology, and (d) advance the Z-Wave standard. By executing this Agreement, Member agrees to join the Alliance as a Full Member and to perform all of the requirements associated with such level of participation.

2. **Definitions.**

When used in this Agreement, the terms “Agreement,” “Alliance,” “Member,” “Party” and “Parties” shall have the meanings indicated in the preamble, and when used with initial capital letters the following terms shall have the following meanings:

“**Governmental Authority**” shall mean any Federal, state, municipal, local, territorial or other governmental department, regulatory authority, judicial or administrative body, whether domestic, foreign or international.

“**Law**” shall mean any declaration, decree, directive, legislative enactment, statute, order, ordinance, regulation, rule or other binding action of or by any Governmental Authority.

“**Limited Liability Company Agreement**” shall mean the Limited Liability Company Agreement of the Alliance.

“**Manager**” shall mean the Manager or Managers of the Alliance, as appointed by the statutory member(s) of the Alliance.

“**Silicon Labs**” shall mean Silicon Laboratories, Inc.

“**Z-Wave Technology**” shall mean embedded networking software, integrated MCU/transceiver silicon chips, modules, reference designs and development tools proprietary to Silicon Labs, including the Z-Wave trademark and other related intellectual property.

3. **Obligations of Member.**

(a) **Dues.** Member’s annual membership dues are currently set at \$4,500.00, invoiced annually in advance, beginning upon the Effective Date. All invoices are due within 30 days of the invoice date. Member shall not be able to participate in the Alliance until it has paid the required membership dues. Membership dues may be increased or decreased by the Manager, in its sole discretion, at any time, and such increases or decreases may be based on the projected expenditures of the Alliance. Member’s dues will be used by the Alliance for marketing and

promotion of the Alliance, payment to its contractors and employees and other general and administrative matters of the Alliance (including the payment of taxes).

(b) Rights and Obligations. In connection with its participation in the Alliance, Member shall have the rights and obligations of a Full Member that are determined by the Manager. Member agrees that when performing its obligations or exercising its rights as a Full Member it shall at all times comply with all applicable Laws, including but not limited to all antitrust Laws (including the requirements set forth in the attached Exhibit A). Additionally, Member acknowledges that it is not being admitted as a statutory member pursuant to Delaware law, is not being admitted as a member pursuant to the Alliance's Limited Liability Company Agreement, and does not have any statutory voting, inspection or property rights; further, Member acknowledges that all of Member's rights are strictly the contractual rights set forth in this Agreement.

(c) Governance. The business and affairs of the Alliance shall be managed and controlled by or under the direction of the Manager, and such Manager may exercise all powers which are necessary and proper for the management of the Alliance, exercising sound business judgment.

(d) Endorsement of Technology. In the event the Alliance approves, certifies or endorses other technology to be used with the Z-Wave Technology, the process by which such other technologies are selected shall be fair, objective and reasonable.

(e) Publicity. Member shall use the Alliance's name or mark only in accordance with the branding guidelines available in the members-only section of the Alliance's website.

(f) Participation. Member shall be entitled to participate in the collaborative marketing, technology development and review activities and work groups, Alliance member collaboration, training and educational activities, and other benefits designated for Member's level of membership in the Alliance, as set forth on the "Membership Levels at a Glance" page on the members-only section of the Alliance's website.

4. **Confidentiality**.

(a) Definition of Confidential Information. "**Confidential Information**" as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of a disclosing party ("**Discloser**") to the other party ("**Recipient**"). "Confidential Information" includes, without limitation, Discloser's respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. "Confidential Information" also includes proprietary or confidential information of any third party who may disclose such information to the Alliance or Member in the course of the Alliance's business.

(b) Nondisclosure and Nonuse Obligations. During the Term of this Agreement and for five additional years after its termination, Recipient agrees that Recipient will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except to the extent necessary for internal evaluations in connection with negotiations, discussions, and consultations with personnel or authorized representatives of the Alliance or Member and for any other purpose Discloser may hereafter authorize in writing. Furthermore, the existence of any business negotiations, discussions, consultations or agreements in progress between the parties shall not be released to any form of public media without the prior written approval of the Alliance. Recipient agrees that Recipient shall treat all Confidential Information of Discloser with the same degree of care as Recipient accords to Recipient's own Confidential Information, but in no case less than reasonable care. If Recipient is not an individual, Recipient agrees that Recipient shall disclose Confidential Information of Discloser only to those of Recipient's employees or consultants who need to know such information and certifies that such employees or consultants have previously agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Agreement. Recipient will immediately give notice to Discloser of any unauthorized use or disclosure of the Confidential Information. Recipient agrees to assist Discloser in remedying any such unauthorized use or disclosure of the Confidential Information.

(c) Exclusions from Nondisclosure and Nonuse Obligations. Recipient's obligations under subparagraph b ("Nondisclosure and Nonuse Obligations"), with respect to any portion of Confidential Information, shall not apply to any such portion that Recipient can document either (a) was in the public domain at or subsequent to the time such portion was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Recipient by Discloser; or (c) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser. A disclosure of any portion of Confidential Information, either (a) in response to a valid order by a court or other governmental body, or (b) otherwise required by law, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient shall provide prompt prior written notice thereof to Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure.

(d) Ownership and Return of Confidential Information and Other Materials. All Confidential Information, and any Derivatives thereof whether created by Discloser or Recipient, remain the property of Discloser and no license or other rights to Confidential Information or Derivatives is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws. Recipient hereby does and will assign to Discloser all of Recipient's rights, title in interest and interest in and to the Derivatives. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to Recipient by Discloser shall remain the property of Discloser. At Discloser's request and no

later than five (5) days after such request, Recipient shall destroy or deliver to Discloser, at Discloser's option, (a) all materials furnished to Recipient by Discloser, (b) all tangible media of expression in Recipient's possession or control which incorporate or in which are fixed any Confidential Information, and (c) written certification of Recipient's compliance with Recipient's obligations under this sentence.

(e) No Warranty. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding such Confidential Information's accuracy or performance.

(f) No Export. Recipient will not export, directly or indirectly, any technical data acquired from Discloser pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

(g) No Licenses. Neither Party grants, by license or otherwise, any proprietary rights in or to its products, technology or Confidential Information, and neither Party shall be deemed to have granted any such rights by virtue of the use or disclosure of its Confidential Information.

(h) Injunctive Relief. A breach of any of the promises or agreements contained in this Section 4 ("Confidentiality") will result in irreparable and continuing damage to Discloser for which there will be no adequate remedy at law, and Discloser shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

5. **Dispute Resolution.**

(a) Governing Law. Except as required by Law in any jurisdiction outside of the United States, this Agreement and the rights and obligations of the Parties under this Agreement and its validity, construction and effect shall be governed by and enforced and construed in accordance with the Laws of the United States and the State of Delaware, without giving effect to the principles thereof relating to the conflicts of Laws.

(b) Service of Process; Waiver of Jury Trial. Each Party hereto irrevocably consents to the service of process from any courts by mailing copies thereof by registered or certified mail, postage prepaid, to such Party at its address designated pursuant to this Agreement. The Alliance and Member hereby irrevocably waive their respective rights to trial by jury in respect of any disputes arising under or related to this Agreement.

6. **Warranties.**

(a) Full Power and Authority. Member hereby represents and warrants that it has the full power and authority to enter into and perform this Agreement and it knows of no contract, agreement, promise, undertaking or other fact or circumstance which would prevent the full execution and performance of this Agreement by it.

(b) Compliance With Laws. Member hereby represents, warrants and covenants that it is, and at all times during its term as a Member will be, in compliance with all Laws from

whatever source, including, but not limited to U.S. and other applicable export laws, intellectual property laws, and antitrust laws to the extent such Laws relate to or govern such Member's conduct within the Alliance.

(c) Intellectual Property Rights. Member hereby represents, warrants and covenants that it shall not, in performing its obligations or exercising its rights as a Full Member, infringe the copyright, trademark, patent, trade secret or other intellectual property or proprietary rights of any third party or other member.

(d) Disclaimer. EXCEPT AS SPECIFIED IN THIS SECTION, NEITHER THE ALLIANCE NOR MEMBER MAKES ANY OTHER WARRANTIES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, AND EACH EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED.

7. **Liability.**

(a) No Consequential Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE ALLIANCE NOR MEMBER SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT OR ON ANY OTHER BASIS FOR, NOR WILL THE MEASURE OF DAMAGES INCLUDE, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING LOSS OF REVENUE, INCOME, PROFITS, SAVINGS OR CUSTOMER GOODWILL ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.

(b) Exclusions. The limitations set forth in Section 7(a) shall not apply to (i) Member's failure to pay any amounts required under Section 3(a), (ii) breaches of Section 4, or (iii) liability resulting from the gross negligence or willful misconduct of a Party.

8. **Term and Termination.**

(a) Term. This Agreement shall be effective as of the Effective Date and shall remain in effect for an initial period of one year (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for consecutive one-year periods (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either Party transmits a notice of non-renewal to the other not less than 30 days prior to the renewal date. This Agreement may be terminated earlier upon the effective date of (i) any dissolution of the Alliance, (ii) Member's resignation from the Alliance pursuant Section 8(b) or (iii) the Manager's decision to remove Member from the Alliance pursuant to Section 8(c).

(b) Resignation by Member. Member may voluntarily resign from the Alliance at any time and for any reason effective as of any date by giving the Alliance written notice of such resignation. In addition, if Member shall fail to pay any amounts required under Section 3(a), then Member shall be deemed to have resigned from the Alliance as of the date such amount was due and payable to the Alliance.

(c) Removal by the Manager. Without limiting, obviating or qualifying any other termination rights the Manager may have under this Agreement or Law, the Manager may elect

to remove Member from the Alliance effective as of any date by giving Member notice of such termination.

9. **Rights and Obligations upon Termination.**

(a) The terms of Section 5 (“Dispute Resolution”), Section 7 (“Liability”), Section 9 (“Rights and Obligations upon Termination”), and Section 10 (“General”) shall survive any termination of this Agreement. Additionally, the obligations of the Parties under Section 4 (“Confidentiality”) shall survive according to the terms of Section 4.

(b) At no time shall Member have any right to receive any refund of any dues or other amounts paid to the Alliance, and Member shall remain liable for all amounts due and payable to the Alliance under Section 3(a) but remaining unpaid as of any termination of this Agreement.

(c) Notwithstanding Member’s resignation or removal from the Alliance, Member shall be entitled to (i) manufacture, sell, repair, update and otherwise dispose of Member’s products that were certified as Z-Wave compliant prior to such resignation or removal and (ii) to display the Z-Wave trademarks on such certified products, provided that such rights shall terminate upon termination of the license(s) under which Member obtained such rights, in accordance with the terms of such license(s).

10. **General.**

(a) Assignment. Member shall not assign, transfer or sublicense (whether by operation of Law or otherwise) any of its interest or rights under this Agreement without the written consent of the Manager, provided, however, Member may assign this Agreement with prior written notice to the Alliance to any affiliate of Member, where an affiliate is any entity that controls, is controlled by or is under common control with Member. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

(b) Notices and Requests. All notices, requests and other communications hereunder shall be in writing and shall be delivered in person or sent by nationally recognized overnight courier service, or by facsimile transmission (with confirmation of receipt) to the address or facsimile number of the Party set forth on the signature page of this Agreement or to such other address designated in writing by the receiving Party. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered, as evidenced by delivery receipt or equivalent.

(c) Entire Agreement. Upon execution by both Parties, this Agreement represents the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

(d) Severability. If any provision of this Agreement is prohibited by Law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part

hereof, and the unenforceable provision shall be automatically amended so as best to accomplish the objectives of such unenforceable provision within the limits of applicable Law.

(e) Relationship of the Parties. Nothing contained in this Agreement shall be construed to make either the Alliance or Member partners, joint venturers, principals or agents of the other. Neither Party shall have any right, power or authority, express or implied, to bind the other.

(f) No Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

(g) Force Majeure. Neither Party hereto shall be responsible for any failure to perform its obligations under this Agreement (other than obligations to pay money and confidentiality obligations) if such failure is caused by acts of God, war, strikes, revolutions, lack or failure of transportation facilities, fire, laws or governmental regulations or other causes which are beyond the reasonable control of such Party and without such Party's fault or negligence.

(h) Section Headings. The section headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

(i) References. In this Agreement (i) references to the Limited Liability Company Agreement shall be to the then-current Limited Liability Company Agreement in changed or amended form, (ii) references to any Law shall be to such Law in changed or amended form or to a newly adopted Law replacing a prior Law, and (iii) references to the words "including," "includes" or "include" shall mean "including, without limitation."

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

///End of Agreement///

Exhibit A

Antitrust Requirements

The purpose of this organization is to promote competition by encouraging the introduction of new technology. The policy of the organization is to comply fully with the antitrust and competition Laws of the United States, including its individual states, and other jurisdictions. In order to achieve such compliance, the following basic guidelines must be followed. There should be:

No discussions of or agreements on individual companies' past, present or future:

Prices, including discounts and rebates;

Bids;

Costs;

Capacity, including plans to add or reduce capacity;

Production volume;

Sales volume;

Profits;

Royalties;

Terms of sale;

Licensing terms;

New product introductions, including dates thereof; or

Strategic plans.

No discussion or agreement about coordinating prices or output.

No discussion or agreement about dividing customers or markets.

No discussion or agreement about whether to deal with particular customers or suppliers.

No meetings that do not follow a pre-announced agenda, at which minutes are recorded.

No exclusion of new members for anticompetitive purposes.

No expulsion of members for anticompetitive purposes.

No requirement that a member adopt a particular technology or standard.

No coercion of a member to adopt a particular technology or standard.

No prohibition against a member adopting any technology or standard.

No prohibition against a member developing any technology or standard.

No prohibition against a member licensing others for any technology or standard.

No prohibition against a member marketing any lawful product.

No adoption of specifications or standards except objectively based on technical considerations.

No members who do not agree in advance to adhere to these guidelines.

Note: These guidelines are intended to promote compliance with Laws, not to create duties or obligations beyond what the Laws require. In the event of an inconsistency between these guidelines and applicable Law, the requirements of applicable Law control.