

BLUETOOTH QUALIFICATION CONSULTANT PROGRAM AGREEMENT

Last Revised: [August 17, 2017]

This Bluetooth Qualification Consultant Program Agreement (together with any schedules or exhibits hereto, this “**Agreement**”) is a legal agreement between you (“**you**” or “**your**”) and Bluetooth SIG, Inc., a Delaware corporation (“**Bluetooth SIG**”) that governs your participation in the Bluetooth Qualification Consultant Program (the “**Program**”) if your application is accepted by Bluetooth SIG. This Agreement will only become effective if Bluetooth SIG issues a written notice to you (which may be delivered by email) that your Program application has been accepted (the date of that written notice, the “**Effective Date**”). By clicking “I Agree” or otherwise indicating that you agree to this Agreement, you represent to Bluetooth SIG that you are lawfully able to enter into contracts (for example, you are not a minor or subject to any agreements prohibiting your participation).

1. APPLICATION INFORMATION; EXAMS; OBLIGATIONS.

1.1. Application Information. You represent and warrant that you will provide Bluetooth SIG all documents and information requested by Bluetooth SIG in connection with considering your application for recognition as a Bluetooth Qualification Consultant. As used in this Agreement, a “**Bluetooth Qualification Consultant**” or “**Consultant**” means an individual to whom Bluetooth SIG has delivered written notification that the individual is recognized as a Bluetooth Qualification Consultant (a “**Designation Notice**”). You acknowledge that, in order to receive a Designation Notice, you must pass a certification examination administered by Bluetooth SIG (“**Exam**”); however, Bluetooth SIG has no obligation to deliver a Designation Notice to you and may reject your application in Bluetooth SIG’s sole discretion, even if you have passed the Exam.

1.2. Exam Policies. You agree to comply with all testing policies provided or made available to you by Bluetooth SIG from time to time. Without limiting the foregoing, you: (a) agree to pay the non-transferable and non-refundable exam fee designated by Bluetooth SIG (“**Exam Fee**”) before you take the Exam and acknowledge that payment of the Exam Fee allows you to take the Exam one time during the 14-day period after Bluetooth SIG provides you the Exam materials; (b) represent and warrant that all work submitted by you in completing the Exam is entirely your own and you will not accept improper assistance from a third party or use unauthorized materials in attempting to pass the Exam; (c) agree that you will not falsify your identity, impersonate another individual, permit another individual to impersonate you, score report or other Exam record, engage in any fraudulent conduct in connection with an Exam, or engage in any other misconduct that could be considered by Bluetooth SIG, in its sole discretion, as compromising the integrity, security, or confidentiality of the Exam or the Program; (d) agree not to copy, publish, offer to sell, publicly perform or display, distribute in any way (including by forwarding the emails with the Exam materials), or otherwise transfer, modify, make derivative works of, reverse engineer, decompile, disassemble, or translate any Exam or portion thereof; and (e) agree to comply with all restrictions and regulations on the use of materials that you may bring with you or access during the Exam, and return any Exam materials to Bluetooth SIG as may be directed upon the completion of the Exam.

1.3. Consultant Obligations. Throughout the Term (defined below), you will: (a) provide all services to members of the Bluetooth SIG (“**Bluetooth SIG Members**”) in a professional and workmanlike manner, and will comply with all applicable laws; (b) notify Bluetooth SIG of any changes to your contact information; (c) not engage in any conduct that could reflect negatively on Bluetooth SIG or

in any way harm Bluetooth SIG's reputation; (d) refrain from any conduct that could be perceived as your making a warranty, representation, or guarantee on behalf of Bluetooth SIG; (e) not misrepresent your certification status or your level of skill or knowledge of Bluetooth technology, tools, processes, or procedures; and (f) in connection with performing services for Bluetooth SIG Members, comply with all Bluetooth SIG policies and procedures and ensure that all information you provide to Bluetooth SIG is accurate.

1.4. Payment of Exam Fee. Bluetooth SIG may invoice you for the Exam Fee (invoice delivery may be via email) upon the Effective Date and you will pay the invoice within 60 days in accordance with Bluetooth SIG's instructions on the invoice. You will not be provided any Exam materials or permitted to take the Exam until Bluetooth SIG has confirmed receipt of your payment of the Exam Fee. The Exam Fee is non-refundable and non-transferable.

2. LISTING; TRADEMARK LICENSE; AGREEMENTS WITH MEMBERS.

2.1. Listing. Subject to and conditioned upon your compliance with this Agreement, Bluetooth SIG will, after Bluetooth SIG delivers a Designation Notice to you, include you in Bluetooth SIG's list of Bluetooth Qualification Consultants on Bluetooth SIG's web site. You agree that Bluetooth SIG may communicate to the public that you have been recognized as a Bluetooth Qualification Consultant and provide your name, contact information, and other information about you to the public. Bluetooth SIG may also use your contact information in order to contact you in connection with the Program and to provide you information about other products, services, and events that may be of interest to you.

2.2. Trademark License. Following receipt of a Designation Notice, and subject to and conditioned upon your compliance with this Agreement, including the Trademark Usage Guidelines set forth in Schedule 1 (which schedule may be updated from time to time by Bluetooth SIG upon notice to you), Bluetooth SIG grants to you a limited, worldwide, non-exclusive, non-transferable, non-sublicenseable, revocable, royalty-free license to use the Bluetooth SIG trademarks listed in Schedule 1 (as may be updated from time to time) (the "**Bluetooth SIG Marks**") solely to refer to yourself as a "Bluetooth Qualification Consultant." You agree not to abbreviate the term "Bluetooth Qualification Consultant" or refer to yourself as a "BQC." You acknowledge that Bluetooth SIG is the owner of the Bluetooth SIG Marks, and all goodwill derived from your use of the Bluetooth SIG Marks will inure to Bluetooth SIG's benefit.

2.3. Quality Control; Notice. At all times during the Term (defined below), you agree that you will only use the Bluetooth SIG Marks in connection with consultation services that comply with the terms of this Agreement and maintain a level of quality that meets or exceeds (i) the generally accepted industry standards for individuals holding themselves out to be consultants and experts in the field of wireless technology, and (ii) any additional quality standards that may be established by Bluetooth SIG from time to time. Bluetooth SIG will have, at reasonable times and on reasonable notice, the right to observe, review or otherwise monitor your consultation services to ensure compliance with this Section.

2.4. Reservation. Bluetooth SIG reserves all rights not expressly granted to you under this Agreement, and you acknowledge and agree that except as provided in Section 2.2, no rights are granted to you under this Agreement—by implication, estoppel, or otherwise—to use the word "Bluetooth" or any Bluetooth SIG trademarks or logos.

2.5. Agreements with Members. You are solely responsible for establishing your own terms and conditions for the provision of services to Bluetooth SIG Members, including with regard to scope of services, pricing, etc., and you agree that you will comply with and fulfill all obligations to Bluetooth SIG Members in accordance with those terms and conditions. You agree that Bluetooth SIG is not a party to any agreement between you and a Bluetooth SIG Member and that Bluetooth SIG is not responsible for your or any Bluetooth SIG Member's performance under or compliance with any agreement between you and a Bluetooth SIG Member. You will ensure that the terms and conditions of any agreement with a Bluetooth SIG Member are not inconsistent with this Agreement and will not make or attempt to make any representations or warranties on behalf of Bluetooth SIG. Notwithstanding anything to the contrary in the Bluetooth SIG Website Terms of Use, following your receipt of a Designation Notice you may maintain an Account (as defined in the Bluetooth SIG Website Terms of Use) under the membership account of each Member to which you provide services as a Bluetooth Qualification Consultant for use solely in connection with the provision of services to that Member.

3. TERM AND TERMINATION.

3.1. Term. The term of this Agreement (the "**Term**") begins on the Effective Date and, unless earlier terminated in accordance with this Section 3, will continue until the Designation Expiration Date. The "**Designation Expiration Date**" is the date that is one year following the date that Bluetooth SIG issues a Designation Notice to you (which may be delivered via email) (the "**Designation Date**"); provided, however, that if as of the Effective Date you are currently a Consultant under a Program agreement entered into previously with Bluetooth SIG ("**Earlier Agreement**"), the Designation Expiration Date under this Agreement will be the later of one year from the Designation Date under this Agreement or one year from the Designation Expiration Date under the Earlier Agreement.

3.2. Automatic Termination. This Agreement will automatically terminate if Bluetooth SIG notifies you that your application to be recognized as a Bluetooth Qualification Consultant has been rejected (in which case termination will be effective as of the date of Bluetooth SIG's notice (which may be delivered via email. Your application may be rejected for any reason, including if you take and do not take and pass the Exam within 14 days after Bluetooth SIG provides the Exam materials to you. For the avoidance of doubt, you will not be entitled to a refund if you are rejected for failure to complete the exam within 14 days.

3.3. Termination by You. You may terminate this Agreement after the Designation Date by giving Bluetooth SIG 30 days' written notice that you desire to withdraw from the Program. The effective date of termination will be the earlier of 30 days following your notice to Bluetooth SIG or the date of Bluetooth SIG's confirmation notice to you.

3.4. Termination by Bluetooth SIG. Bluetooth SIG may terminate this Agreement immediately upon written notice to you upon the occurrence of any of the following:

- (a) You breach this Agreement;
- (b) Bluetooth SIG determines that termination is necessary to protect the interests of Bluetooth SIG or Bluetooth SIG Members, or to prevent harm or legal liability; or
- (c) Bluetooth SIG, in its sole discretion, eliminates the Program.

3.5. Suspension. Bluetooth SIG may also suspend your recognition as a Bluetooth Qualification Consultant at any time upon written notice to you if you breach this Agreement or Bluetooth SIG determines that suspension is necessary to protect the interests of Bluetooth SIG or Bluetooth SIG Members or to prevent harm or legal liability. The suspension will be effective from the date of Bluetooth SIG's notice of suspension until you receive a written notice of reinstatement from Bluetooth SIG. The notice of suspension and the notice of reinstatement may be delivered by email.

3.6. Effect of Suspension and Termination. During any period when you are suspended, and upon termination of this Agreement (other than pursuant to Section 3.2) (unless, as of the effective date of termination of this Agreement, you have completed the re-application process and have received a Designation Notice under another Program agreement between you and Bluetooth SIG): (a) the license granted in Section 2.2 will immediately terminate (or be suspended, as applicable) and you will immediately cease referring to yourself as a "Bluetooth Qualification Consultant"; (b) unless you have a separate license agreement with Bluetooth SIG, you will cease all use of the Bluetooth SIG Marks; (c) you will notify Bluetooth SIG Members for which you are then performing services that your recognition as a Bluetooth Qualification Consultant has been terminated (or suspended, as applicable); and (d) Bluetooth SIG may notify Bluetooth SIG Members, in any manner that Bluetooth SIG deems necessary or appropriate, that you are no longer a Bluetooth Qualification Consultant (or that your recognition has been suspended), and may remove you from any lists of Bluetooth Qualification Consultants.

3.7. Survival. The following provisions of this Agreement will survive its termination: Sections 1.3(c)-(f), Section 2.4, Section 2.5, Section 3.5, Section 3.7, Section 3.8, Section 4, Section 5, and Section 6.

3.8. Reapplication. You are solely responsible for ensuring that you re-apply for recognition as a Bluetooth Qualification Consultant and satisfy all Program requirements (including re-taking and passing the Exam) in advance of the Designation Expiration Date to prevent your recognition as a Bluetooth Qualification Consultant from terminating. When you re-apply, you must follow Bluetooth SIG's then-current application process and enter into a new agreement with Bluetooth SIG; provided, however, that if Bluetooth SIG terminates this Agreement pursuant to Section 3.3, you may not, and will not attempt to, re-apply for participation in the Program. For the avoidance of doubt: If you re-apply for recognition and enter into another Program agreement (the "**New Agreement**") with Bluetooth SIG before this Agreement terminates, this Agreement will continue to govern any Designation Notice issued under this Agreement, and the New Agreement will govern your re-application and any Designation Notice issued in connection with your re-application. Similarly, if this Agreement becomes effective prior to the termination of an Earlier Agreement, the Earlier Agreement will continue to govern any Designation Notice (and your application therefor) issued under the Earlier Agreement.

4. CONFIDENTIALITY.

4.1. Use and Disclosure of Confidential Information. As used in this Agreement, "**Confidential Information**" means all non-public or proprietary information provided by Bluetooth SIG to you that Bluetooth SIG designates as confidential, or that, under the circumstances of disclosure ought to be treated as confidential, including each Exam. You will not use any Confidential Information except in accordance with this Agreement. You will not disclose, give access to, or distribute any Confidential Information to any third party except as expressly authorized in this Section. You will take the same degree of care that you use to protect your own confidential and proprietary information of

similar nature and importance (but in no event less than reasonable care) to protect and avoid the unauthorized use, disclosure, publication or dissemination of Confidential Information.

4.2. Permitted Disclosures. Your obligation not to disclose Confidential Information does not apply to information that was known to you prior to Bluetooth SIG's disclosure to you, or Confidential Information that becomes publicly available through no fault of yours. You may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over you or as otherwise required by applicable law; provided, that, (a) prior to disclosure, you give Bluetooth SIG advanced written notice to allow Bluetooth SIG to seek a protective order or other appropriate remedy (except to the extent your compliance with the foregoing would cause you to violate a court order or other legal requirement); (b) you limit the disclosure of Confidential Information only to the information required to be disclosed by the governmental entity or otherwise required to be disclosed by law; and (c) at Bluetooth SIG's request, use commercially reasonable efforts to obtain confidential treatment (*i.e.*, by protective order or equivalent) for any Confidential Information so disclosed.

5. INDEMNIFICATION; LIMITATIONS OF LIABILITY.

5.1. Indemnification. You agree to indemnify, defend, and hold Bluetooth SIG, its affiliates and successors, and their officers, directors, employees, licensors and agents harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages ("**Claims**") arising out of or in connection with your provision of services and your performance under this Agreement, including: (i) your marketing activities, (ii) your acts or omissions, (iii) personal injury (including death) or property damage, (iv) your breach of this Agreement, (v) your failure to comply with applicable law, (vi) any dispute between you and a Bluetooth SIG Member; and (vii) any Claim that you have infringed or misappropriated any confidential information, trade secret, patent, copyright, trademark, trade name, or other legal right of any third party. If any Claim subject to indemnification under this Section is brought against Bluetooth SIG, Bluetooth SIG will promptly notify you in writing; provided, however, that failure to give prompt notice will not relieve you of your obligations under this Section except to the extent that you were actually and materially prejudiced by that failure. Bluetooth SIG will cooperate with you at your expense in all reasonable respects in connection with the defense of the Claim. You may, upon written notice to Bluetooth SIG, undertake to conduct all proceedings and negotiations or assume the defense of any Claim for which Bluetooth SIG seeks indemnification and will take all required steps or proceedings to settle or defend the Claim, including the employment of counsel who is satisfactory to Bluetooth SIG and payment of all expenses. You may not settle any Claim without the prior written consent of Bluetooth SIG. Bluetooth SIG has the right to employ separate counsel and participate in the defense of any Claim.

5.2. DISCLAIMER OF WARRANTIES. BLUETOOTH SIG DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, AND HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT RELATED TO THIS AGREEMENT OR THE PROGRAM.

5.3. DISCLAIMER OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BLUETOOTH SIG BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL INFORMATION, OR

OTHER INFORMATION; BUSINESS INTERRUPTION; PERSONAL INJURY; PROPERTY DAMAGE; LOSS OF PRIVACY; FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE; NEGLIGENCE; OR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE PROGRAM, EVEN IF BLUETOOTH SIG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THEY ARE NOT EXCLUDED OR DISCLAIMED UNDER SECTIONS 5.2 AND 5.3, BLUETOOTH SIG'S MAXIMUM, AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT WILL BE TO RECOVER THE ACTUAL DAMAGES YOU INCUR UP TO THE AMOUNT YOU PAID TO BLUETOOTH SIG UNDER THIS AGREEMENT. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE YOUR SOLE AND EXCLUSIVE REMEDY.

5.5. INDEPENDENT REMEDIES. The exclusion of damages under Section 5.3 is independent of your exclusive remedy in Section 5.4 and it survives even if the exclusive remedy fails of its essential purpose or otherwise is deemed unenforceable. Each of the limitations of liability in Sections 5.3 and 5.4 apply without regard to whether loss, liability, or damage arises from (a) breach of contract, (b) breach of warranty, (c) fault or tort, including negligence and misrepresentation, (d) strict liability, or (e) any other cause of action, to the extent the exclusions and limitations are not prohibited by applicable law.

5.6. NOTICE OF POTENTIAL LIMITS ON SECTIONS 5.2, 5.3, AND 5.4. Some jurisdictions do not allow the exclusion or limitation of damages (including incidental or consequential damages), loss, or liability from intentional acts (including fraud, fraudulent misrepresentation, and failure to disclose defects), product liability, or for death or personal injury. Nothing in Section 5.2, 5.3, or 5.4 will be interpreted as excluding liability that cannot under applicable law be excluded in those jurisdictions. If you reside, or are otherwise subject to the laws in one of those jurisdictions, any statutory entitlement available to you will be deemed limited to the extent (if at all) permissible under that law and, if limitation is not permitted, the limitations and exclusions in Sections 5.2, 5.3, and 5.4 may not apply to you.

6. MISCELLANEOUS.

6.1. No Partnership. Nothing in this Agreement will be construed to establish any partnership, fiduciary, employment, joint venture, or other similar relationship between you and Bluetooth SIG. You will not have any express or implied right or authority to bind Bluetooth SIG to any contract, agreement, or undertaking with any third party.

6.2. Non-Exclusivity. This Agreement is not exclusive, and Bluetooth SIG may enter into similar agreements with other individuals.

6.3. Injunctive and Equitable Relief. You acknowledges and agrees that monetary damages may not be a sufficient remedy for your breach of this Agreement, which will cause Bluetooth SIG immediate and irreparable injury. If there is breach of this Agreement, Bluetooth SIG will be entitled, without waiving or prejudicing any other rights or remedies, to seek injunctive or equitable relief.

6.4. Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are not exclusive of any rights or remedies available at law or in equity or by any other agreement between the parties.

6.5. Governing Law and Venue. This Agreement will be construed and controlled by the laws of the State of Washington, and you consent to exclusive jurisdiction and venue in the state and federal courts situated in King County, Washington. You waive all defenses of lack of personal jurisdiction and forum non conveniens.

6.6. No Assignment. You may not assign this Agreement, or any rights or obligations hereunder, whether by operation of contract, law, or otherwise, except with the express written consent of Bluetooth SIG. Any attempted assignment by you in violation of this Section will be void. Subject to the foregoing, this Agreement will bind and benefit the parties and their successors and permitted assigns.

6.7. Severability. If a court of competent jurisdiction finds any part of this Agreement unenforceable, that part will be enforced to the fullest extent permissible to effect the parties' intent, and the remainder of this Agreement will continue in full force.

6.8. Construction. This Agreement will be interpreted according to the plain meaning of its terms without any presumption that it should be construed in favor of or against either party. All choices (no matter how described) by Bluetooth SIG under this Agreement are to be made in its sole discretion, unless stated otherwise. Any list of examples following followed by "including," "includes," "such as" or "e.g." is illustrative and not exhaustive, unless qualified by terms like "only" or "solely." All references (e.g., to sections, parties, and terms) are to the sections of, parties to, and terms of this Agreement, unless stated otherwise. All captions are intended solely for the parties' convenience, and none will affect the meaning of any provision. All references to "written," "in writing," or other words of similar import refer to a non-electronic, paper document only, except where electronic mail communication is expressly authorized. The words "herein," "hereof," and words of similar meaning refer to this Agreement as a whole. All references to "days" refer to calendar days, unless otherwise expressly set forth in this Agreement.

6.9. Notices. Bluetooth SIG may give you all notices (including legal process) that Bluetooth SIG is required to give by any lawful method, including by sending it to any email or mailing address that you provide to Bluetooth SIG. You acknowledge that if you do not provide Bluetooth SIG with current and accurate contact information, Bluetooth SIG may not be able to contact you. You agree to send Bluetooth SIG notice by mailing it to the following address:

Bluetooth SIG, Inc.
Attn: Executive Director
5209 Lake Washington Blvd. NE, Suite 350
Kirkland, WA 98033

6.10. Entire Agreement. This Agreement constitutes the entire agreement between the you and Bluetooth SIG with respect to the subject matter contained herein and merges all prior and contemporaneous communications.

Schedule 1
to Bluetooth Qualification Consultant Program Agreement

Bluetooth SIG Recognition Program Marks and Usage Guidelines

Bluetooth SIG Marks

BLUETOOTH®

Trademark Usage Guidelines

You are permitted to use the Bluetooth SIG Marks, shown above, to refer to yourself as a “Bluetooth Qualification Consultant” solely as permitted in the Agreement. The term “Bluetooth Qualification Consultant” must be displayed in English only and may not be translated into any other language. The term “Bluetooth Qualification Consultant” must appear in full when used, and may not be abbreviated to “BQC” or any other acronym.

A trademark attribution statement should be displayed when using the Bluetooth SIG Marks on the above-noted materials with the exception of business cards. An appropriate attribution statement is as follows: *“The Bluetooth® word mark and logos are registered trademarks owned by Bluetooth SIG, Inc. and any use of such marks is under license. Other trademarks and trade names are those of their respective owners.”*

You: (a) may not use the Bluetooth SIG Marks in any manner that would be likely to tarnish or adversely affect the reputation, quality, value and goodwill associated with Bluetooth SIG and/or the Bluetooth SIG Marks; and (b) must ensure that any use of the Bluetooth SIG Marks does not suggest that Bluetooth SIG is the source of any of your materials, including promotional/marketing materials, your websites, business cards, or consultation reports.

Set forth below are some specific usage requirements for the individual Bluetooth SIG Marks.

Bluetooth Word Mark

- The Bluetooth word mark may be used solely to refer to yourself as a “Bluetooth Qualification Consultant” as permitted under the Agreement.
- The Bluetooth word mark may not, however, be incorporated into your business or trade name, nor may you use a URL featuring the Bluetooth word mark.
- The Bluetooth word mark must always be displayed with a capital “B” and, on the first and most prominent use of “Bluetooth”, the registered trademark symbol (®) should be used. For example, when first referring to yourself as a “Bluetooth® Qualification Consultant” the registered trademark symbol should be used (as shown).
- The Bluetooth word mark should not be used as a noun.
- The Bluetooth word mark may be displayed only in English.