

MEMBERSHIP COMMITMENT AGREEMENT

This Membership Commitment Agreement (this “**Agreement**”) is an agreement entered into by and between Bluetooth SIG, Inc., a Delaware corporation (“**Bluetooth SIG**”) and the Company identified in the “Company’s Legal Name” field on the membership application (“**Company**”) submitted by you (the individual that completed and submitted the membership application) to Bluetooth SIG. This Agreement will become effective upon the date that Bluetooth SIG issues a written notice to you (which may be delivered by email) that Company’s membership application has been accepted by Bluetooth SIG (“**Effective Date**”). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT AND SUBMITTING COMPANY’S MEMBERSHIP APPLICATION. Company agrees as follows:

1. Governing Documents. Company has read, understands, and agrees to be bound by and comply with, the following (collectively, the “**Membership Agreements**”): (a) the Certificate of Incorporation and Bylaws of Bluetooth SIG (“**Bylaws**”), (b) the Bluetooth Patent/Copyright License Agreement, and (c) the Bluetooth Trademark License Agreement, all of which may be modified from time to time.
2. Policies and Rules. Company further understands and agrees to be bound by and comply with policies and rules adopted by Bluetooth SIG’s Board of Directors and any individual or group authorized by Bluetooth SIG’s Board of Directors in accordance with the Bylaws (e.g., the Executive Director of Bluetooth SIG), all of which may be modified from time to time.
3. Fees. Company will pay all membership, declaration, enforcement and other fees set by Bluetooth SIG on or before the date that Bluetooth SIG indicates they are due.
4. Patent/Copyright License Agreement. Company acknowledges and agrees that Bluetooth SIG is not a party to the Bluetooth Patent/Copyright License Agreement and that Bluetooth SIG has no obligations or liability in connection with the Bluetooth Patent/Copyright License Agreement to Company or any third party even though Bluetooth SIG assists with the execution by Bluetooth SIG members, including by acting as an “attorney-in-fact” of promoter members executing the Bluetooth Patent/Copyright License Agreement.
5. Intellectual Property
 - (a) Copyright License.
 - (i) Company and its Affiliates (as defined in the Bylaws), grants to Bluetooth SIG a non-exclusive, royalty-free, perpetual, irrevocable, non-transferable, non-sublicenseable, worldwide license to all copyrights in all copyrightable subject matter provided by Company or any of its Affiliates to Bluetooth SIG or its members in the course of participating in Bluetooth SIG activities (“**Company Licensed Items**”) to, in connection with the activities of Bluetooth SIG, reproduce, distribute, publicly perform, publicly display, and create derivative works of Company Licensed Items provided that Bluetooth SIG complies with the Confidentiality Policy (defined in Section 6). For the avoidance of doubt,

the copyright licenses in this Section do not include a license to any trademarks, trade names, service marks or logos or designs that identify Company, its Affiliates, or their products or services.

(ii) Company and its Affiliates, grants to each member of Bluetooth SIG and their Affiliates a non-exclusive, royalty-free, perpetual, irrevocable, non-transferable, non-sublicenseable, worldwide license to all copyrights in Company Licensed Items to, in connection with the activities of Bluetooth SIG: (x) reproduce and create derivative works of Company Licensed Items and (y) distribute, publicly perform, and publicly display Company Licensed Items solely to other members of Bluetooth SIG provided that the member complies with the Confidentiality Policy. For the avoidance of doubt, the copyright licenses in this Section do not include a license to any trademarks, trade names, service marks or logos or designs that identify Company, its Affiliates, or their products or services.

(iii) Bluetooth SIG grants to Company and its Affiliates a non-exclusive, royalty-free, perpetual, irrevocable, non-transferable, non-sublicenseable, worldwide license to all copyrightable subject matter provided by Bluetooth SIG to Company and its Affiliates in the course of Company's or its Affiliates' participation in Bluetooth SIG activities, other than those copyrightable items provided by Bluetooth SIG pursuant to a separate license agreement (collectively the "**SIG Licensed Items**") to, in connection with the activities of Bluetooth SIG: (x) reproduce and create derivative works of the SIG Licensed Items and (y) distribute, publicly perform, and publicly display the SIG Licensed Items solely to other members of Bluetooth SIG provided that Company and its Affiliates comply with the Confidentiality Policy. For the avoidance of doubt, the copyright licenses in this Section do not include a license to any trademarks, trade names, service marks or logos or designs that identify Bluetooth SIG or its products or services.

(b) Patents.

(i) Company and its Affiliates (as defined in the Bylaws) hereby grants to Bluetooth SIG a limited license with the same scope as the license granted to Associate, Adopter, and Promoter members under Section 5(b) of the Bluetooth Patent/Copyright License in order for Bluetooth SIG to develop and distribute technology and services in connection with the Bluetooth Testing Tools Program operated by Bluetooth SIG under the Bylaws.

(ii) Bluetooth SIG hereby grants to Company and its Affiliates (as defined in the Bylaws) a limited license with the same scope as the license granted by Company to Associate, Adopter, and Promoter members under Section 5(b) of the Bluetooth Patent/Copyright License.

6. Confidentiality; Member Identities. Company acknowledges and agrees that Bluetooth SIG does not control its members. Bluetooth SIG has adopted a confidentiality policy that sets forth Bluetooth SIG's and each member's obligations with respect to the use and disclosure of confidential information of Bluetooth SIG and its members ("**Confidentiality Policy**"); however, except as expressly set forth in that Confidentiality Policy or another agreement between Bluetooth SIG and Company, Bluetooth SIG is not responsible for any unauthorized use or disclosure of Company's confidential information and Company is not responsible for any

unauthorized use or disclosure of Bluetooth SIG's confidential information. The current version of the Confidentiality Policy is located at: <https://www.bluetooth.com/confidentiality>. Company further agrees that, notwithstanding anything in the Confidentiality Policy, Company's identity as a member of Bluetooth SIG and level of membership is not confidential information.

7. User Accounts. Company agrees that, in order for Company's employees to access certain web sites, applications, tools and services of Bluetooth SIG (collectively "**Services**"), Company's employees must register for and obtain a user account ("**Account**") and agree to and comply with Bluetooth SIG's terms and conditions. Company further agrees that Bluetooth SIG may issue user accounts to any individual with an email address within the email domain provided by Company in connection with its membership application which Company may update from time to time by providing Bluetooth SIG written notice in accordance with this Agreement (each a "**Company User**"). Company is responsible for all activities that occur under Accounts issued to Company Users, for all use of Services by Company Users, and Company Users' compliance with this Agreement, the Membership Agreements, and Bluetooth SIG's terms and conditions for access to and use of Services.

8. Limitations on Liability and Indemnification.

(a) **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY'S MEMBERSHIP AND ALL SERVICES AND INFORMATION PROVIDED BY OR OBTAINED THROUGH BLUETOOTH SIG ARE PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" AND THE ENTIRE RISK OF USE AND PERFORMANCE REMAINS WITH COMPANY. BLUETOOTH SIG AND ITS MEMBERS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, AND HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. IN PARTICULAR, BLUETOOTH SIG AND ITS MEMBERS MAKE NO WARRANTY THAT (A) MEMBERSHIP, INFORMATION, OR SERVICES WILL MEET COMPANY'S REQUIREMENTS; (B) MEMBERSHIP, INFORMATION, OR SERVICES WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR- FREE BASIS; (C) ANY INFORMATION OBTAINED THROUGH BLUETOOTH SIG WILL BE ACCURATE, COMPLETE, OR RELIABLE; OR (D) ANY DEFECTS OR ERRORS IN ANY INFORMATION PROVIDED BY OR OBTAINED THROUGH BLUETOOTH SIG WILL BE CORRECTED. MEMBERSHIP AND ALL SERVICES AND INFORMATION PROVIDED BY OR OBTAINED THROUGH BLUETOOTH SIG IS ACCESSED AT COMPANY'S OWN RISK, AND COMPANY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS THEREFROM.

(b) **LIMITATION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BLUETOOTH SIG (INCLUDING ITS EMPLOYEES, OFFICERS, AND DIRECTORS) 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; AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO

COMPANY'S MEMBERSHIP OR THE INFORMATION AND SERVICES PROVIDED BY OR OBTAINED THROUGH BLUETOOTH SIG EVEN IF BLUETOOTH SIG (INCLUDING ITS EMPLOYEES, OFFICERS, AND DIRECTORS) OR ANY MEMBER, SUPPLIER, OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) **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 8(A) OR 8(B), BLUETOOTH SIG'S (INCLUDING ITS EMPLOYEES, OFFICERS, AND DIRECTORS) MAXIMUM, AGGREGATE LIABILITY TO COMPANY, AND COMPANY'S EXCLUSIVE REMEDY 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 COMPANY'S MEMBERSHIP OR ANY INFORMATION OR SERVICES PROVIDED BY OR OBTAINED THROUGH BLUETOOTH SIG WILL BE NO GREATER THAN THE MEMBERSHIP FEES PAID BY COMPANY IN THE 12 MONTHS PRIOR TO THE DATE THE CLAIM AROSE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO COMPANY'S MEMBERSHIP OR ANY INFORMATION OR SERVICES PROVIDED BY OR THROUGH BLUETOOTH SIG WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF MONEY DAMAGES WHICH WILL BE COMPANY'S SOLE AND EXCLUSIVE REMEDY.

(d) Independent Remedies. The exclusion of damages under Section 8(b) is independent of Company's exclusive remedy in Section 8(c) 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 Section 8 apply without regard to whether loss, liability, or damage arises from (i) breach of contract, (ii) breach of warranty, (iii) fault or tort, including negligence and misrepresentation, (iv) strict liability, or (v) any other cause of action, to the extent the exclusions and limitations are not prohibited by applicable law.

(e) Indemnification. Company agrees to defend, indemnify, and hold Bluetooth SIG and its directors, officers, employees, and agents harmless and will keep them indemnified from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages ("**Claims**") relating to or arising from: (i) Company's membership in Bluetooth SIG and use of any information or services provided by or obtained through Bluetooth SIG; (ii) any violation by Company of this Agreement or any of the Membership Agreements; or (iii) Company's violation of any another party's rights or applicable law. If any Claim subject to indemnification under this Section is brought against Bluetooth SIG, Bluetooth SIG will promptly notify Company in writing; provided, however, that failure to give prompt notice will not relieve Company of Company's obligations under this Section except to the extent that Company was actually and materially prejudiced by that failure. Bluetooth SIG will cooperate with Company at Company's expense in all reasonable respects in connection with the defense of the Claim. Company may, upon written notice to Bluetooth SIG, undertake to conduct 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. Company may not settle any Claim without the prior written consent of Bluetooth SIG, which will not unreasonably be withheld. Bluetooth SIG has the right to employ separate counsel and participate in the defense of any Claim.

9. Term and Termination. The term of this Agreement commences on the Effective Date and will continue until the termination or withdrawal of Company's membership in accordance with the Membership Agreements ("**Term**"). Upon termination of this Agreement, the following Sections will survive: 5, 6, 7, 8, 9, and 10.

10. General.

(a) Warranty. You and Company represent and warrant that all information you or Company provides to Bluetooth SIG will in all respects be true, accurate, and complete. The foregoing representation and warranty does not apply to technical information provided by Company to other members in connection with Company's participation in working groups or other technical discussions related to Bluetooth SIG activities. You or Company will promptly notify Bluetooth SIG of any errors, inaccuracies, or omissions in any information provided to Bluetooth SIG.

(b) Governing Law. This Agreement will be construed and controlled by the laws of the State of New York without reference to its conflict of laws principles.

(c) Jurisdiction. The parties agree that all disputes arising in any way out of this Agreement will be heard exclusively in, and all parties irrevocably consent to jurisdiction and venue in, the state and federal courts of New York.

(d) Not Partners. Company and Bluetooth SIG are independent companies and are not partners or joint venturers with each other.

(e) No Waiver. This Agreement and the Membership Agreements sets forth the entire understanding of the parties and supersedes all prior agreements and understandings relating to Company's membership in Bluetooth SIG. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

(f) Modifications and Amendments. Company acknowledges and agrees that Bluetooth SIG may amend this Agreement without the consent of Company provided that Bluetooth SIG follows any procedures required by the Bylaws (as may be updated from time to time). Company agrees that any amendments to this Agreement adopted following the procedures required by the Bylaws are binding on Company and that Company will, at all times, comply this Agreement and the Membership Agreements (as amended). Bluetooth SIG will notify Company following an amendment of this Agreement or the Membership Agreements in accordance with Section 10(j)(ii).

(g) No Rule of Strict Construction; Severability. Regardless of which party hereto may have drafted this Agreement, no rule of strict construction will be applied against any party. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties will deem the provision to be modified to the extent necessary to allow it to be enforced to the maximum extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of this Agreement will continue in effect.

(h) Affiliates. Company acknowledges that by entering into this Agreement and becoming a member of Bluetooth SIG, Company's Affiliates (as defined in the Bylaws) are bound to the Membership Agreements. Company represents and warrants that Company has the legal right and authority to bind its Affiliates and that its Affiliates will comply with this Agreement and the Membership Agreements and neither Company nor its Affiliates will challenge their validity or enforceability. At any time upon request of Bluetooth SIG, Company will provide evidence satisfactory to Bluetooth SIG that an Affiliate of Company is bound to comply with the Membership Agreements. Company further agrees that, in order for a representative of a Company Affiliate to obtain a user account to Bluetooth SIG's web sites and services and submit products for qualification, Bluetooth SIG may require an authorized representative of Company or the Company Affiliate to provide evidence satisfactory to Bluetooth SIG that the entity is an Affiliate of Company and bound to comply with the Membership Agreements. If, at any time, a Company Affiliate ceases to be an Affiliate of a Company, then the former Affiliate, unless it has submitted and received approval of a separate membership application and paid separate membership fees, will no longer be entitled to retain any rights or privileges of membership. Company will, throughout the Term, give Bluetooth SIG prompt written notice of any entity that becomes an Affiliate of Company or any entity that was, but is no longer, an Affiliate of Company.

(i) Assignment and Transfer of Membership and Membership Status. Company may not assign or delegate any of its rights or obligations under this Agreement or the Membership Agreements or transfer Company's membership or membership status (e.g., Associate-level status) to any other entity, including in connection with a merger, acquisition, sale of assets, corporate reorganization, or other transaction or change of control, without Bluetooth SIG's prior written consent and any attempted assignment or transfer in violation of this Section will be null and void. If Bluetooth SIG consents to Company's assignment of this Agreement and the Membership Agreement and a transfer of Company's membership or membership status to another entity ("**Succeeding Entity**"), in order for the assignment and transfer to the Succeeding Entity to be effective the Succeeding Entity must, in writing, agree to assume all of Company's obligations under this Agreement and the Membership Agreements and to be bound by and comply with this Agreement and the Membership Agreements.

(j) Notices.

(i) To Bluetooth SIG. Notices to Bluetooth SIG must be delivered, Attn: Executive Director, to 5209 Lake Washington Blvd. NE, Suite 350, Kirkland WA 98033, and will be deemed delivered as of the date it is received. Bluetooth SIG may change its address for the receipt of notices by providing notice to Company in accordance with Section 10(j)(ii).

(ii) To Company. Bluetooth SIG will deliver notices to Company by (v) email to the most recent email address of Company's primary account holder as reflected in Bluetooth SIG's records, and it will be effective the day Bluetooth SIG sends it; (w) registered or certified mail (return receipt requested) by a nationally recognized courier to the most recent mailing address of Company as reflected in Bluetooth SIG's records, and it will be effective 3 business days after Bluetooth SIG delivers it to the courier; (x) posting a notice on Bluetooth SIG's web site for a period of at least 30 days, and it

will be effective 30 days after it is posted; (y) personal delivery; or (z) any other means permitted under applicable law.