

BLUETOOTH® SIG, INC. MEMBERSHIP APPLICATION

STATEMENT OF PURPOSE

Bluetooth® SIG, Inc. ("*Bluetooth SIG*") is a not-for-profit trade association that promotes personal connectivity solutions based on the *Bluetooth* wireless technology. *Bluetooth SIG* has adopted and will continue to administer and promote specifications that can be widely adopted in order to enhance the demand for *Bluetooth* wireless products that comply with such specifications. In addition, *Bluetooth SIG* has established and will continue to develop certain qualification rules and procedures for the implementation of a *Bluetooth* qualification process by which the members of *Bluetooth SIG* will be able to demonstrate compliance with the *Bluetooth* specifications adopted or administered by *Bluetooth SIG*. In connection with the *Bluetooth* Qualification Program, *Bluetooth SIG* is creating and administering a *Bluetooth* Testing Program to be administered by *Bluetooth SIG*. The *Bluetooth* Testing Program is a process for certification of products that comply with the *Bluetooth* specifications adopted by *Bluetooth SIG*.

Bluetooth SIG is a Delaware non-stock corporation and is governed in accordance with its **CERTIFICATE OF INCORPORATION** and its **BYLAWS**.

SIG MEMBERSHIP

ALL MEMBERS of Bluetooth SIG have the right to the specifications adopted by *Bluetooth SIG* and to participate in the *Bluetooth* Qualification Program and the *Bluetooth* Testing Program. In addition, each Member has the right to receive licenses (upon terms and at royalty rates established by the Board of Directors of *Bluetooth SIG* from time to time) to utilize certain testing materials certified by *Bluetooth SIG* for the purpose of testing products in connection with the *Bluetooth* Testing Program. Each Member of *Bluetooth SIG* will also be granted a license to use certain *Bluetooth* Trademarks.

Levels of Membership

Promoter Membership is limited to the current seven (7) Promoter Members - Ericsson AB; Intel Corporation; Lenovo (Singapore) Pte. Ltd.; Microsoft Corporation; Apple Inc.; Nokia Corporation; and Toshiba Corporation. Additional Promoter Members may be added to *Bluetooth SIG* upon unanimous consent of the Promoter Members. The Promoter Members are the sole voting class on corporate level matters of Members of *Bluetooth SIG* and each Promoter Member has the right to appoint a representative to the Board of Directors of *Bluetooth SIG* and representatives to each committee and working group of *Bluetooth SIG* in accordance with the terms of the **BYLAWS** of *Bluetooth SIG*.

Associate Membership is open to any firm, corporation or other legal entity. As determined by the Board of Directors, Associate Members may be permitted to participate in working groups of *Bluetooth SIG* and certain subclasses of Associate Members may be permitted to nominate representatives to be chairpersons of working groups. Chairpersons of working groups have certain rights to vote on matters relating to the working group. Associate Members have no voting

rights in regard to corporation level matters.

Adopter Membership is open to any firm, corporation or other legal entity. Adopter Members have no right to participate in or chair any working groups of *Bluetooth SIG*. Adopter Members have no voting rights in regard to corporation level matters.

RELATED INTELLECTUAL PROPERTY RIGHTS

In connection with joining *Bluetooth SIG*, all Members will be granted licenses in certain intellectual property owned by *Bluetooth SIG* and the other Members of *Bluetooth SIG*. In addition, a joining Member will agree to provide licenses in certain of its intellectual property to other Members of *Bluetooth SIG*. In accordance with the **TRADEMARK LICENSE AGREEMENT**, each Member of *Bluetooth SIG* shall have the right to utilize certain *Bluetooth* Trademarks as described in the **TRADEMARK LICENSE AGREEMENT**. In accordance with the **PATENT/COPYRIGHT LICENSE AGREEMENT**, each Associate and Adopter Member of *Bluetooth SIG* shall have the right to license from the Promoter Members and other Members of *Bluetooth SIG* certain claims of copyright, patent or patent application owned by such Members and related to the interoperability of the *Bluetooth* wireless technology. In addition, in accordance with the **PATENT/COPYRIGHT LICENSE AGREEMENT**, each Associate and Adopter Member of *Bluetooth SIG* shall have the obligation to license to the Promoter Members and other Members of *Bluetooth SIG* certain claims of copyright, patent or patent application owned by such Member and related to the interoperability of the *Bluetooth* wireless technology. The Promoter Members of *Bluetooth SIG* have agreed to license their copyrights, patents and patent applications to the Associate and Adopter Members in accordance with the **PROMOTER LICENSE ATTACHMENT** and have granted to *Bluetooth SIG* the right to act as Attorney-in-Fact for each Promoter Member in accordance with the **APPOINTMENT AS ATTORNEY-IN-FACT** in order to execute and deliver the **PATENT/COPYRIGHT LICENSE AGREEMENT**.

MEMBERSHIP COMMITMENT AGREEMENT

This Membership Agreement, which includes the Membership Application and this Commitment Agreement (the "Membership Agreement"), is made between you and Bluetooth SIG, Inc., a Delaware corporation ("Bluetooth SIG") as of the date on which you, as an applicant for membership in Bluetooth SIG, click on the "I accept" button below. Effective upon such date, for good and valuable consideration, you shall become a member, at the level indicated in the Membership Application above, in Bluetooth SIG, and shall be entitled to the rights and obligations of a Member of Bluetooth SIG at the level indicated.

1. By clicking on the "I accept" button on www.bluetooth.org, you hereby acknowledge reading and understanding the **CERTIFICATE OF INCORPORATION and **BYLAWS** of Bluetooth SIG and this Membership Agreement, including the Membership Application and this Commitment Agreement, the **TRADEMARK LICENSE AGREEMENT** and the **PATENT/COPYRIGHT LICENSE AGREEMENT**, and hereby apply for membership in Bluetooth SIG at the membership level**

indicated above, effective as of the date hereof.

2. You further agree (a) annually to pay appropriate membership fees for such level of membership and (b) to be bound by the **CERTIFICATE OF INCORPORATION** and **BYLAWS** of Bluetooth SIG, the Membership Agreement, including the Membership Application and this Commitment Agreement, the **TRADEMARK LICENSE AGREEMENT** and the **PATENT/COPYRIGHT LICENSE AGREEMENT**, and such other policies and rules as adopted by the Board of Directors or any committee or working group of Bluetooth SIG, all of which may be modified from time to time in accordance with their provisions.

3. You further understand and acknowledge, that by clicking on the "I accept" button below and becoming a member of Bluetooth SIG, any prior written or oral agreements, including any Early Adopter Agreement or Associate Agreement, between you and Bluetooth SIG, or any Promoter Member or predecessor to a Promoter Member of Bluetooth SIG, relating to the subject matter of the **CERTIFICATE OF INCORPORATION** or **BYLAWS** of Bluetooth SIG, this Membership Agreement, including the Membership Application and this Commitment Agreement, the **TRADEMARK LICENSE AGREEMENT** or the **PATENT/COPYRIGHT LICENSE AGREEMENT** shall be superseded by such Certificate of Incorporation, Bylaws, Membership Agreement, Trademark License Agreement and Patent/Copyright License Agreement. You understand and acknowledge that the obligations of each Promoter Member and/or any predecessor to any such Promoter Member under all such agreements (other than those obligations relating to the license of copyrights, patents and patent applications) have been assigned to Bluetooth SIG by such Promoter Member and/or its predecessor and you hereby release each Promoter Member and/or its predecessor from any liability now existing or hereafter arising out of such agreements.

4. You further understand and acknowledge that Bluetooth SIG has been granted authority to act as the Attorney-In-Fact of each Promoter Member to execute and deliver the **PATENT/COPYRIGHT LICENSE AGREEMENT** in connection with your becoming a member of Bluetooth SIG. By clicking on the "I accept" button below, you agree to be bound by the terms of such Patent/Copyright License Agreement and understand that each Promoter Member has also agreed to be bound by the terms of such Patent/Copyright License Agreement. You understand that for purposes of such Patent/Copyright License Agreement, Bluetooth SIG is merely the "Attorney-In-Fact" of the Promoter Members and that Bluetooth SIG shall have no rights, obligations or liability in connection with such Patent/Copyright License Agreement.

5. You further understand and acknowledge that all Affiliates of the Member on whose behalf you are assigning this Membership Agreement shall, in accordance with the **PATENT/COPYRIGHT LICENSE AGREEMENT**, be entitled to certain rights and privileges of such Member and be subject to certain restrictions applicable to such Member relating to the cross-licensing of intellectual property rights as described in Section 5 of the **PATENT/COPYRIGHT LICENSE AGREEMENT**. In addition any Member and its Affiliates shall only be entitled to one

vote on any matter on which such Member or its Affiliates shall be entitled to vote. An "Affiliate" means any entity that is, directly or indirectly, controlled by, under common control with, or controls the subject party. Control shall mean direct or indirect ownership of or the right to exercise (a) greater than 50% of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity or (b) greater than 50% of the ownership interest representing the right to make decisions for the subject entity.

6. You represent and warrant that you are authorized and have the power and authority to execute and deliver this Membership Agreement and the attachments hereto and to obligate the Member on whose behalf you are entering into this Membership Agreement to perform its obligations hereunder.

7. You understand that if you had previously executed the Associates Amendment (the "Associates Amendment") to the Early Adopter Agreement among you and the Promoter Members, any fees paid by you shall be assigned to Bluetooth SIG and you will receive a credit against your annual dues for the year in which you become a member of Bluetooth SIG for any amounts paid by you to the Promoter Members in such year. In addition, the date upon which your annual dues to Bluetooth SIG shall become due and payable shall remain the same as the date upon which any dues were payable by you to the Promoter Members pursuant to the Associates Amendment.

8. Press Releases; Release of Member Identities. You understand and agree that any of the Members of Bluetooth SIG may make a press or other public announcement regarding its activities as a Member of Bluetooth SIG and may include the identity of any other Member in such announcement; provided that such other Member is portrayed in an accurate way and in a manner not meant to humiliate, demean or offend. In addition, you agree that Bluetooth SIG may release the names of any Members as required by law. This provision shall not grant the use of any trademark, copyright or other intellectual property.

9. General

(a) No Other Licenses. Except for the rights expressly provided by this Membership Agreement, the Patent/Copyright License Agreement and the Trademark License Agreement, no Member grants or receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights.

(b) No Warranty. All parties acknowledge that all information provided as part of the Bluetooth Specification(s) (as defined in the Bylaws) and/or Foundation Specification (as defined in the Bylaws) development process and the Draft Bluetooth Specification(s) (as defined in the Bylaws) and/or Bluetooth Specification(s) or Foundation Specification 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.

(c) Limitation of Liability. IN NO EVENT WILL ANY PARTY HERETO OR ANY OTHER MEMBER BE LIABLE TO ANY OTHER PARTY OR MEMBER FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY PARTY INCLUDING THIRD PARTIES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

(d) Governing Law. This Agreement shall be construed and controlled by the laws of the State of Delaware without reference to conflict of laws principles.

(e) Jurisdiction. The parties agree that all disputes arising in any way out of this Membership Agreement shall be heard exclusively in, and all parties irrevocably consent to jurisdiction and venue in, the state and Federal courts of Delaware.

(f) Not Partners. The parties hereto are independent companies and are not partners or joint venturers with each other.

(g) Complete Agreement; No Waiver. Except as otherwise set forth in this Membership Agreement, this Agreement sets forth the entire understanding of the parties and supersedes all prior agreements and understandings relating hereto. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

(h) Modification of Membership Agreement. Bluetooth SIG may modify or amend this Membership Agreement at any time upon unanimous approval of the Board of Directors of Bluetooth SIG and notification to each Member of such modification or amendment. Each Member shall be deemed to have accepted such modification or amendment by continuing to utilize the benefits of membership in Bluetooth SIG, including, but not limited to, accessing the Member-only portions of the Bluetooth SIG website and making use of any license of intellectual property granted in connection with membership in Bluetooth SIG.

(i) No Rule of Strict Construction. Regardless of which party may have drafted this Membership Agreement, no rule of strict construction shall be applied against any party. If any provision of this Membership Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent

necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Membership Agreement, and the remainder of this Membership Agreement will continue in effect.

(j) Compliance with Laws. Anything contained in this Membership Agreement to the contrary notwithstanding, the obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, and to orders, regulations, directions or requests of any such government.

(k) Effectiveness of Agreement. This Agreement shall be effective and enforceable against Bluetooth SIG and the Member immediately upon the Member clicking on the "I accept" button below.

(l) Effect of Divestiture, Merger or Acquisition. In the event that an Affiliate ceases to be an Affiliate of a Member, such as by divestiture, then such former Affiliate, in order to retain any rights of membership in Bluetooth SIG, shall be required to sign up as an Associate Member or Adopter Member of Bluetooth SIG. In the event, a Member is acquired or merged into another, non-affiliated company ("New Company"), then New Company shall be entitled to continue as a Member at the same level of membership provided New Company assumes all the rights and obligations of such Member under this Membership Agreement and any related agreements that such Member had executed with respect to Bluetooth SIG.

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