

## ANNEX 1

### Community Member Registration Agreement

DATE: \_\_\_\_\_ (the „**Effective Date**“)

PARTIES:

(1) The Current Members (as defined below); and

\_\_\_\_\_

(2) whose registered office is at

\_\_\_\_\_  
\_\_\_\_\_

(„**New Community Member**“)

WHEREAS, the parties to the Digital Illumination Interface Alliance Agreement of 9 September 2015 (the „**Current Members**“) have entered into an agreement for the creation and operation of an Alliance for the management of the specification, certification and promotion of the DALI standard for light management (the „**DiiA**“).

WHEREAS, the New Community Member wishes to register with the DiiA to receive certain information from DiiA and to obtain a license under several trademarks used by the Members of DiiA (the „**Trademarks**“).

WHEREAS, the Current Members have agreed certain guidelines for the use of the Trademarks by any Community Member (the „**Trademark Guidelines for Community Members**“)

Now, therefore, the Parties agree as follows:

#### 1. **Rights of the New Community Member**

1.1 DiiA will provide the New Community Member with certain information addressed to the Community Members of DiiA from time to time.

1.2 The New Community Member and the Current Members agree that the New Community Member will not have any rights or obligations in DiiA other than those expressly stated herein or in the Trademark Guidelines for Community Members. In particular, without limitation, the New Community Member shall not have the right or the obligation to participate in any body of DiiA and shall not have any voting rights in DiiA.

#### 2. **Trademark License**

2.1 The Trademark Holder as one of the Current Members hereby grants to New Community Member a personal, non-exclusive, non-transferable, royalty-free, worldwide license, without the right to grant sublicenses, under the Trademarks to use the Trademarks for, on

and/or in connection with luminaires, which are compliant with the relevant Digital Illumination Interface Alliance Specification, provided that the Trademarks are used solely and strictly in accordance with the Trademark Guidelines for Community Members. Nothing herein grants New Member any right or license to use the Trademarks in any other way than expressly allowed in the Trademark Guidelines for Community Members.

2.2 The license is effective as of the Effective Date and automatically terminates when the New Community Member has withdrawn, or was removed, from the Alliance pursuant to Clause 5 of the DiiA Agreement.

2.3 The New Community Member has no right to assert the Trademarks against any Current Member or any third party.

### **3. Membership and License Fee**

3.1 In consideration for the rights granted hereunder the New Community Member shall pay to the Alliance a registration fee in accordance with the current published member fees available on DiiA website.

3.2 DiiA shall issue an invoice to the New Community Member for the Membership and License Fee at the beginning of each calendar year. The New Community Member shall pay the Membership and License Fee within 30 (thirty) calendar days as of the receipt of such invoice to the bank account of DiiA specified from time to time.

### **4. Representation and Warranties**

4.1 The New Community Member represents and warrants that

- (a) it has the full power to enter into this Community Member Registration Agreement; and
- (b) that it is active in the industrial field of digital addressable lighting interface protocols; and
- (c) it is willing and in a position to support the objectives of DiiA as stated in the WHEREAS-clauses to this Community Member Registration Agreement; and
- (d) that it has read and accepted the Trademark Guidelines for Community Members; and
- (e) that the information given in the Membership Application Form attached as Enclosure A hereto is true, accurate and complete; and
- (f) that it will inform DiiA Alliance without delay in writing about any changes relevant for the information given in the Membership Application Form attached as Enclosure A hereto.

4.2 The New Community Member represents and warrants that it will fully comply with this Community Member Registration Agreement and the Trademark Guidelines for Community Members. The New Community Member will indemnify and hold harmless the Current Members from any and all damages that the Current Members may suffer as a direct or indirect result of any breach of this Community Member Registration Agreement or the Trademark Guidelines for Community Members by the New Community Member.

## **5. Limitation of Liability**

5.1 All information provided to the New Community Member by DiiA under this Community Member Registration Agreement is provided “AS IS” and the Current Members shall not be liable for the completeness, accuracy, viability, fitness for a particular purpose or feasibility of any information provided hereunder.

5.2 The liability of the Current Members under this Community Member Registration Agreement shall be limited to an amount of 5,000 EUR (five thousand Euros). The limitation of liability does not apply to any grossly negligent or wilful breaches of this Community Member Registration Agreement by the Current Members and/or any injuries or bodily harm suffered by the New Community Member.

## **6. Transfer and Assignment**

6.1 The rights and obligations granted hereunder are personal to the New Community Member. The New Community Member shall not assign or transfer any rights or obligations granted under this Agreement to a third party and any such transfer or assignment shall not be binding the Current Members.

6.2 The New Community Member acknowledges that the number and identity of the Current Members in DiiA may change from time to time. The Parties agree that this shall not affect any rights or obligations granted under this Community Member Registration Agreement.

## **7. Term and Termination**

7.1 This Community Member Registration Agreement shall enter into effect on the Effective Date and automatically terminate if and when DiiA ceases to exist for any reason whatsoever (the “**Term**”).

7.2 The New Community Member may terminate this Community Member Registration Agreement by 30 (thirty) calendar days prior written notice to the end of each calendar year.

7.3 The Current Members may terminate this Agreement if

- (a) the New Community Member fails to timely pay its membership fees in accordance with this Community Member Registration Agreement and does to remedy such failure within 90 days; or

- (b) the New Community Member fails to remedy a material breach of any of its obligations under this Agreement, in particular, but not limited to, its confidentiality obligations, within 30 (thirty) days from receipt of a written notice from the Board of Directors of DiiA identifying the breach and requiring it to be remedied; or
- (c) if the New Community Member uses the Trademarks in any other way than expressly allowed in the Trademark Guidelines for Community Members and fails to remedy such breach within 30 days from the receipt of a written notice from the BoD identifying such breach and requiring it to be remedied
- (d) the New Community Member becomes bankrupt or insolvent; or
- (e) the New Community Member is no longer active in the industrial field relevant to the objectives of DiiA; or
- (f) the Board of Directors determines that the New Community Member is no longer in a position or willing to support the objectives of DiiA.

7.4 Any termination of this Community Member Registration Agreement for any reason whatsoever shall also terminate the trademark license granted hereunder at the same time. The New Community Member shall not use the DALI Trademarks after the termination of this Community Member Registration Agreement.

**8. Notices and Communication**

8.1 All notices and communication directed to the New Community Member under this Community Member Registration Agreement shall be addressed to:

Full Name: \_\_\_\_\_ Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_ URL: \_\_\_\_\_

8.2 The Current Members may appoint a third party services provider to administrate this Community Member Registration Agreement from time to time. All notices and communication directed to the New Community Member shall be addressed in accordance with the instructions provided on the webpage of DiiA and as updated from time to time.

**9. No Partnership and No Exclusivity**

9.1 It is expressly agreed and acknowledged between the New Community Member and the Current Members that this Community Member Registration Agreement shall relate solely to the subject matter hereof and shall not extend to any other activities, or create a partnership or any other form of legal person between the Parties to this Community Member Registration Agreement.

9.2 Any relationship between the New Community Member and the Current Members is non-exclusive. Nothing herein shall prevent the New Community Member to enter into, become part of or engage in any other standard-setting organization, industry alliance or other co-operation.

**10. Competition Law Compliance**

- 10.1 All Regular Members, Associate Members and Community Members of DiiA are committed to fostering open competition in the development and sales of products and services related to any DALI Specifications and the DALI Trademarks.
- 10.2 The New Community Member acknowledges that in certain lines of business it may be a direct competitor of other Community Members, Associate Members or Regular Members of DiiA and that it is imperative that New Community Member and its representatives fully comply with all applicable competition and anti-trust legislation.
- 10.3 New Community Member in particular, without limitation, acknowledges and agrees to the following competition law policy of DiiA:
  - (a) Neither DiiA nor any of its bodies shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, among and between competitors with regard to prices, terms or conditions of sale, distribution, bidding behavior, volume of production, territories, customers, credit terms or marketing practices.
  - (b) DiiA and its Members shall not discuss, communicate or engage in any other information exchange between the Members with regard to prices, pricing methods, rebates, profit margins, capacities, corporate strategies, bids in tender procedures production quotas or other limitations on either the timing, costs or volumes of production or sale, or allocation of territories or customers or suppliers.
  - (c) Neither DiiA nor its Members shall engage in any activity or communication that might be construed as an attempt to prevent any person or business entity from gaining access to any market or customer for goods and services, or to prevent any business entity from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market.
- 10.4 The New Community Member represents and warrants that, at all times during the Term of this Community Member Registration Agreement, it will fully comply with (i) all applicable anti-trust and/or competition law legislation and (ii) the competition law policy of DiiA. In case of any conflict between applicable laws and regulations and the competition law policy of DiiA, applicable laws and regulations shall prevail.

**11. Amendments, Severability**

- 11.1 This Community Membership Agreement is the sole and complete understanding and agreement between the Parties with regard to the subject matter hereof. Any modifications, changes or amendments of this Community Member Registration Agreement shall only be binding if made in writing and if duly executed by authorized signatories of both Parties. This also applies for any changes, modifications, limitations or amendments of this Section 9.
- 11.2 In case any provision hereunder is or becomes invalid this shall not affect the validity of any other provision of this Community Member Registration Agreement and the Parties

shall negotiate in good faith a valid replacement of the invalid provision that economically is as similar as legally possible with the invalid provision.

**12. Governing Law and Forum**

This Community Member Registration Agreement is subject to German law excluding its provisions on the conflict of laws. The District Court (Landgericht) Hamburg shall have sole jurisdiction over any disputes arising in connection with this Community Member Registration Agreement.

\* \* \* \* \*

\* \* \* Signature Page Follows \* \* \*

SIGNED FOR AND ON BEHALF OF NEW MEMBER

SIGNATURE:

NAME:

POSITION:

Date:

SIGNED FOR AND ON BEHALF OF THE CURRENT MEMBERS by

SIGNATURE:

NAME: Paul Drosihn

POSITION: GM, Digital Illumination Interface Alliance

Date:

# Enclosure A (to the Community Membership Agreement)

For the purpose of the Community Membership Application,

Company: \_\_\_\_\_

Address: \_\_\_\_\_

(hereinafter referred to as "Applicant") hereby declares the following to DiiA:

- 1. Applicant submits the enclosed data sheet  and/or the following web link  to DiiA which shows the luminaires manufactured by the Applicant.
- 2. Applicant will use DALI control gear with one or more of the following **company/brand name(s)**, on and/or in all DALI luminaires

Company Name or Brand:  
.....

- 3. The following **DiiA product IDs** are submitted as examples of control gear used in the luminaires

Product ID(s): .....

- 4. The Applicant submits that the Applicant, and/or its Affiliate(s), do not design, manufacture or brand: control gear, control devices or bus power supplies with a DALI connection.
- 5. Applicant submits that only company/brand names owned by the Applicant and/or its Affiliates will be used on these luminaires.
- 6. Applicant submits that if these luminaires contain control devices such as sensors or wireless communication devices with a DALI (IEC 62386) connection, that these control devices are all listed as certified on the DiiA product database.

All terms in capital letters in this Enclosure A to the Community Membership Agreement shall have the meaning as defined in the DiiA Agreement, unless expressly defined in this Enclosure A.