

EnOcean Manufacturer ID Agreement ("Agreement")

between EnOcean Alliance Inc., San Ramon, CA 94583, USA – hereinafter referred to as "EnOcean Alliance" – and

COMPANY NAME

COMPANY ADDRESS

– hereinafter referred to as "Applicant" – where Applicant is a member of the EnOcean Alliance, holding actively the member status **Participant** or **Promoter**, and a user of technology compliant to the respective specifications of the EnOcean Alliance.

Definitions

Manufacturer ID: The 11-bit Manufacturer ID (ManID) is a unique ID and identifies the manufacturer of a product. Every eligible member of the EnOcean Alliance should apply for a ManID and apply it for every product labelled by and sold under the name of such member. The ManID is assigned by the EnOcean Alliance following signature of this agreement.

Multi-user Manufacturer ID: The 11-bit Multi-user Manufacturer ID (Multi-user ManID) should be requested by eligible members of the EnOcean Alliance manufacturing radio modules using the EnOcean Radio Standard. In addition, the Multi-user ManID may be used with non-finished products, e.g. for test and demonstration purposes.

EnOcean Radio Standard: The EnOcean Radio Standard is comprised ...

Manufacturer ID License

EnOcean Alliance is willing to grant to Applicant a respective license as set out herein and Applicant accepts the license conditions as set out herein.

Applicant's Manufacturer ID is a unique Manufacturer ID to be assigned to Applicant by EnOcean Alliance and to be published in the Manufacturer ID specification.

The Multi-user Manufacturer ID is 0b1111111111 (binary) and shall be used by Applicant only for manufacturing of radio modules and / or for non-finished products using the EnOcean Radio Standard.

Subject to the terms and conditions of this Agreement, EnOcean Alliance grants to Applicant a free of charge license to install either the unique Manufacturer ID or the Multi-user Manufacturer ID in Applicants products. The unique Manufacturer ID shall be used by Applicant only and shall not be transferred or distributed by Applicant to anybody without prior written authorization from EnOcean Alliance.

Applicant agrees to install its unique Manufacturer ID or the Multi-user Manufacturer ID, whatever is applicable, in each and any of Applicants products. Applicant further agrees, not to install any other Manufacturer ID in Applicants products, for what reason ever, without prior written authorization from EnOcean Alliance.

Term and Termination

This Agreement is effective from the date Applicant and EnOcean Alliance have duly signed it. This Agreement is terminated either if Applicant terminates it in writing, at any time, or if Applicant no longer actively holds the membership status **Participant** or **Promoter**.

In case this Agreement is terminated Applicant immediately is not allowed to install either its unique Manufacturer ID, assigned by EnOcean Alliance under this Agreement, or the Multi-user Manufacturer ID in any of Applicants products any longer. Products that have been manufactured prior to the date of termination of this agreement are not affected from the termination provisions.

EnOcean Alliance reserves the right to re-assign Applicants unique Manufacturer ID to an eligible member of the Alliance, but only later than ten (10) years from the date of termination of this Agreement.

No Warranty, No Liability

EnOcean Alliance cannot be held responsible if anybody other than Applicant is using Applicants unique Manufacturer ID or the Multi-user Manufacturer ID without written permission by EnOcean Alliance. No oral or written information given by EnOcean Alliance shall constitute a warranty or liability in any way. EnOcean Alliance under no circumstances shall be liable for any incidental, special, indirect or consequential damages arising out of or relating to this Agreement.

Applicable Law, Signatures

The contractual relations between the Parties shall be governed by the provisions of this Agreement in accordance with the substantive law in force in California, USA. The application of the United Nations Convention on Contracts for the International Sale of Goods as of 11 April 1980 shall be excluded.

On behalf of EnOcean Alliance:

On behalf of Applicant:

Armin Pelka

PRINTED NAME

TWG Officer

FUNCTION

PLACE DATE SIGNATURE

PLACE DATE SIGNATURE