

Membership Agreement

The Articles of Incorporation, Bylaws, Intellectual Property Rights Policy, Confidentiality Agreement, and Summary of Member Fees of the Consumer Electronics Powerline Communication Alliance (“CEPCA” or “Corporation”), as from time to time in force, shall be referred to as “Articles of Incorporation,” “Bylaws,” “IPR Policy,” “Confidentiality Agreement,” and “Summary of Member Fees,” respectively. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Bylaws.

1.0 Membership in General

By the signature of its authorized representative below (and, in the case the party hereto seeks to become a Promoter member, subject to the acceptance of such party as a Promoter member by the Corporation’s Board of Directors) the party hereto (including its Affiliates as defined in the Bylaws) agrees to become a Promoter member or a Contributor member, as the case may be, of the “Consumer Electronics Powerline Communication Alliance” and agrees to be bound by all the terms and conditions of this Membership Agreement (“Agreement”) as well as all the terms and conditions stated in the following Exhibits hereto related to the formation of CEPCA.

Exhibit A: Articles of Incorporation

Exhibit B: Bylaws

Exhibit C: IPR Policy

Exhibit D: Confidentiality Agreement

Exhibit E: Summary of Member Fees

2.0 Representation

The Member agrees to identify at least two (2) permanent regular employees (preferably one technical and one promotional) as CEPCA member participants.

3.0 Payment of Fees; Term of Membership

The Summary of Member Fees sets forth the CEPCA Membership fees (“Membership Fees”). The Member agrees to pay its initial Membership Fee to CEPCA (as further specified in the Summary of Member Fees) within forty five (45) days after execution of this Agreement. By signing below, the individual executing this Agreement on behalf of

the Member warrants that he or she has all requisite signing authority for and on behalf of the entity seeking Membership. All payments may be made by check, draft or money order (no purchase orders) payable to the order of the “Consumer Electronics Powerline Communication Alliance” and sent to CEPCA or by wire transfer to an account designated by CEPCA in writing.

The term of Membership for all Members in CEPCA shall be on year-to-year basis, beginning on May 1 each year and expiring on April 30 the following year (“Annual Term”). A pro rata adjustment for any Membership Fee paid after the commencement of an Annual Term will be granted based on the quarter in which the agreement is received. CEPCA will invoice the Member ninety (90) days prior to the expiration of the pending Annual Term, and such Member’s payment of the Membership Fee shall constitute a renewal of Membership. The amount of the Membership Fees may be modified by the Board of Directors of CEPCA upon notice to the Members. Failure to make a timely renewal Membership Fee payment shall be cause for suspension and termination of Membership and Member benefits, in accordance with the Bylaws of the Corporation.

The Member agrees that once accepted by CEPCA, all Membership Fees are non-refundable for any reason, including, without limitation, termination of Membership. There is no duty to renew any Membership, and renewal may only be accomplished as set forth above.

4.0 Governing Law/Jurisdiction

The laws of the State of California govern this Agreement, without reference to the conflict of law principles thereof. Any action or litigation concerning this Agreement must take place exclusively in the federal or state courts in Santa Clara County, California, and the parties expressly consent to the exclusive jurisdiction of and venue in such courts and waive all defenses of lack of personal jurisdiction and forum non convenience with respect to such courts. The Member hereby agrees to service of process by mail or other method acceptable under the laws of the State of California.

5.0 Assignment

This Agreement is binding upon and inures to the benefit of each Member’s successors and lawful permitted assigns, however the Member may not assign this Agreement, or any

rights or obligations under it, whether by contract or by operation of law, except with the express prior written consent of the Corporation.

6.0 Severability

In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (a) such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Corporation and the Members in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect.

7.0 No Joint Venture

Neither this Agreement, nor any terms and conditions contained herein, will be construed as creating a partnership, joint venture, agency relationship or as granting a franchise.

8.0 Entire Agreement/Waiver

This Agreement, along with its Exhibits, constitutes the entire agreement between the Member and the Corporation with respect to the subject matter hereof and supersedes any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter. Except as set forth in this Agreement or the Exhibits hereto, this Agreement will not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by each of the parties by their respective duly authorized representatives. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of both parties.

9.0 Third-Party Beneficiary Rights

The Member acknowledges and agrees that other Members are entitled to rights as a third party beneficiary under this Agreement, Articles of Incorporation, Bylaws, IPR Policy, Confidentiality Agreement and Summary of Member Fees or certain provisions of any of the foregoing.

10.0 Binding on Member Affiliates

Execution of this Agreement by a Member in its capacity as a legal entity or association constitutes that legal entity's or association's agreement that its Affiliates are likewise bound to the obligations of being a Member hereunder and are also entitled to the benefits of the rights of being a Member hereunder.

11.0 Term and Termination

a) The term of this Agreement shall commence: (i) in the case the party hereto is a Contributor member, as of the date this Agreement has been executed by an authorized representative of such party or (ii) in the case the party hereto is a Promoter member, as of the date that is the later to occur of the following: the date such party has been accepted as a Promoter member by the Board of Directors of the Corporation and the date this Agreement has been executed by an authorized representative of such party (in each case under the foregoing subclauses (i) and (ii), the "Effective Date"). The initial term of this Agreement shall expire on the first April 30 to occur after the Effective Date. Thereafter, this Agreement is renewable by the Member for additional one (1) year periods (i) by payment of the Membership Fee for each such renewal period as set forth in Section 3.0 above and (ii) pursuant to the Bylaws of the Corporation.

b) Notwithstanding Section 11.0 a) above, this Agreement shall terminate upon the first to occur of the following events:

- i. Dissolution of the Corporation or of the Member;
- ii. Member's withdrawal from the Membership of the Corporation;
- iii. Termination of the term of this Agreement without subsequent renewal by the Member as set forth in this Agreement;
- iv. A failure of the Member to abide by the provisions of the Articles of Incorporation and Bylaws of the Corporation; or
- v. A material breach of this Agreement or the IPR Policy of the Corporation.

c) Notwithstanding the foregoing, Sections 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, 10.0, 11.0 and 12.0 of this Agreement shall survive any termination of this Agreement. For avoidance of doubt, such obligations of the Member as assumed and accrued under the Articles of Incorporation, Bylaws, IPR Policy, Confidentiality Agreement or Summary of Member Fees on or before the termination date shall also survive any termination of this Agreement.

12.0 Antitrust Guidelines

Each Member acknowledges that the Members are committed to fostering competition in the development of new products and services and the Specification is intended to promote such competition. The Members further acknowledge that they may compete with one another in various lines of business and that it is therefore imperative that they and their representatives act in a manner that does not violate any applicable antitrust laws and regulations. Without limiting the generality of the foregoing, the Members acknowledge that the Members will not discuss issues relating to product costs, product pricing, methods or channels of product distribution, any division of markets, or allocation of customers or any other topic that should not be discussed among competitors. Accordingly, each Member hereby assumes responsibility to provide appropriate legal counsel to its representatives acting under this Agreement regarding the importance of limiting their discussions to subjects that relate to the purposes of this Agreement, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

By the signature of its duly authorized representative below, the Member identified below acknowledges its agreement with the terms and conditions set forth herein and all of the Exhibits hereto, effective as of the Effective Date.

Acknowledged and Agreed:

Membership Classification: _____

Member: _____

Signature: _____

Printed Name: _____

Title: _____