

TRADEMARK LICENSE AGREEMENT

between

**KNX Association cvba
Bessenveldstraat 5
B-1831 Diegem, Belgium**

- hereinafter referred to as "Association"

and

«company»

«streetnr»

«street2»

«street3»

«zip» «city»

- hereinafter referred to as "Party"

- the Association and the Party hereinafter collectively referred to as the "Parties"

Preamble

The Association has established a formal specification development process for a Bus Standard described in detail in the Handbook and develops such Bus Standard under the regulations set forth in the Internal Rules of the Association - hereinafter referred to as "Internal Rules".

The Association is the owner of the trademarks given in Annex 1 whether registered or not – hereinafter jointly and individually referred to as "Certification Mark" – that are meant to distinguish goods and services that comply with respective sets of requirements of the Bus Standard.

The Party is a Member¹ of the Association and therefore entitled to exploit the Bus Standard and bound to, amongst others, the Internal Rules – Product Certification and Certification Mark.

The Party may want to use the Certification Mark.

1 Definitions

The terms that are defined in the IPR License Agreement have the same meaning herein, and others have the following meaning:

- 1.1 "Related Material" means collateral material such as advertisements, price lists, commercial notices, business correspondence, boxes, packing, sales literature, manuals, displays and signs.

2 The license

- 2.1 The Association herewith grants the Party a non-exclusive, worldwide license to use the Certification Mark in connection with the sale of Certified Products on or in relation thereto, in particular on Related Material.
- 2.2 The Association shall at the Party's request and expense, or may at its discretion take all steps reasonably necessary to register the Party as user or licensee with any appropriate authority.
- 2.3 The Party shall not use any trademark that imitates or is similar to the Certification Mark or any part thereof. Nor shall it use as a trademark any word, symbol, character, or set of words, symbols, or characters that in any language would be confusingly similar thereto, be it optical, acoustical or conceptual.
- 2.4 The Party shall not represent, imply or connote in any way that it uses the Certification Mark for any goods or services other than Certified Products.
- 2.5 The Party shall pay the trademark license fees as requested by the Internal Rules – Fees.
- 2.6 The Association may replace or augment the trademarks given in Annex 1 by other trademarks in compliance with the Internal Rules, thus changing the Certification Mark. The Party may continue to use a former version only for Certified Products and Related Material on which it was placed before or during the month after said change was notified to it.

¹ Depending on the type of co-operation, member might also imply licenseeship and – if this is the case - can hereafter be read as such.

3 Removal of Certification Mark

- 3.1 The Association will have the right to at any time oblige the Party to remove the Certification Mark from any good or service that does not qualify as a Certified Product, and from its Related Material. The Association shall inform the Party of any such defaults by written notice at least 60 (sixty) days prior to the effective date of such an imposed removal. Removal will not occur if the specified default is remedied prior to the effective date thereof.
- 3.2 If obliged to remove the Certification Mark, the Party shall either remove it, cover it, obliterate it or use any similar method which renders it permanently not visible anymore.
- Upon completion of the removal of the Certification Mark, but in no event later than effective date of such an imposed removal, the Party shall notify the Association, and the Association or its designated representatives shall be permitted to inspect the goods or services and/or Related Material at the Party's premises, factories, warehouses and other relevant facilities under the Party's direct or indirect control, to ensure that the Certification Mark has been removed.
- 3.3 In no event may the Party assign, sell or otherwise transmit said goods or services and/or Related Material to a third party without first removing the Certification Mark.

4 Suspension or termination of the license

- 4.1 The Association may suspend or terminate the license as per section 2 if the Party substantially breaches this Trademark License Agreement or the Internal Rules of the Association to which it is bound.

5 Registration, ownership and infringement

- 5.1 The Party shall inform the Association in writing of any country in which it plans or has begun to use of the Certification Mark. The Association may apply for a trademark registration for that country, in which case the Party will render to the Association all reasonable assistance for obtaining such registration.
- 5.2 The Party agrees that this Trademark License Agreement does not give him any right, title or interest in the Certification Mark other than the right to use it in accordance with the license as per section 2.
- At the request of the Association, the Party shall establish and provide any papers or documents necessary to protect the rights of the Association in the Certification Mark.
- 5.3 It is the Association's agreed policy to aggressively protect its trademarks; therefore, the Party shall promptly notify the Association of any infringements, imitations, simulations, unlawful uses or misuses of the Certification Mark, which come to the Party's attention. Moreover, the Party accepts not at any time to take or to attempt any action in courts, with administrative agencies or otherwise to prevent an infringement, imitation, simulation, unlawful use of or misuse of the Certification Mark, it being clearly understood that such action falls wholly within the authority of the Association.
- However, the Party shall provide any assistance as reasonably may be expected or required by the Association in any such action, whereby any reasonable costs or expenses incurred by the Party will be borne by the Association.

6 Sublicense to Subsidiaries

- 6.1 The Party may grant to any of its Subsidiaries that is active in the field of home and building electronic systems a sublicense of the same kind and with the same scope as the license per section 2, provided that the Party shall ensure that such a Subsidiary complies with the Party's obligations under this Trademark License Agreement.
- 6.2 The Party shall be responsible to the Association for any failure by such a Subsidiary to comply with the said Party's obligations as if such failure was the act or omission of the Party under this Trademark License Agreement.
- 6.3 The Party will represent its Subsidiaries in the execution of this Trademark License Agreement.

7 Disclaimer of warranties and indemnification

- 7.1 The Certification Mark are licensed by the Association to the Party "AS IS", and all representation and warranties, express or implied, including fitness for a particular purpose and validity and ownership and ability to license and non-infringement, are hereby disclaimed.
- 7.2 The Parties shall fulfil their obligations hereunder with due care and shall solely be liable in case of mandatory liability by applicable law, e.g. in the case of intent. Neither of the Parties will be liable to the other for any loss of profits, loss of use, incidental, consequential, indirect, or special damages arising out of or in connection with this Agreement, whether or not it had advance notice of the possibility of such damages, unless mandated by applicable law.
- 7.3 However, as an exception to section 7.2, the Party hereby accepts to hold the Association harmless from any claim, suit, loss, damage, cost, expense (including without limitation reasonable attorney's fees) and liability arising from the Party's manufacture, sale or distribution of Certified Products or Related Material bearing the Certification Mark. The Association shall promptly notify the Party in writing of any claims, actions, investigations or proceedings that could involve this Party's obligation to indemnify the Association.

8 Miscellaneous

- 8.1 Any waiver, expressed or implied, by either of the Parties of any rights hereunder shall not be deemed to waive any other right whether of a similar or dissimilar nature unless stipulated in writing. The failure to enforce any right hereunder, shall not be deemed to constitute a waiver and either of the Parties may commence the appropriate action within the time provided by applicable law to enforce any or all of such rights.
- 8.2 This Trademark License Agreement constitutes the entire understanding between both Parties with respect to the subject matter hereof. No modifications of this Trademark License Agreement shall be effective or binding on either of the Parties unless stipulated in writing and agreed by both Parties to the Trademark License Agreement.
- 8.3 The Party is not allowed to assign or otherwise transfer partially or totally any of its rights and obligations under this Trademark License Agreement.

9 Governing law, arbitration

- 9.1 This Trademark License Agreement shall be construed and controlled by the laws of Belgium.

- 9.2 All disputes arising out of or in connection with the present Trademark License Agreement, including any question regarding its existence, validity or termination, shall be finally settled under the rules of arbitration of the International Chamber of Commerce, Paris by three arbitrators in accordance with the said rules.

Each of the Parties shall nominate one arbitrator for confirmation by the competent authority under the applicable rules ("Appointing Authority"). Both arbitrators shall agree on the third arbitrator within 30 days. Should the two arbitrators fail, within the above time limit, to reach agreement on the third arbitrator, he shall be appointed by the Appointing Authority. If there are two or more defendants, any nomination of an arbitrator by or on behalf of such defendants must be by joint agreement between them. If such defendants fail, within the time limit fixed by the Appointing Authority, to agree on such joint nomination, the proceedings against each of them must be separated.

The seat of arbitration shall be Brussels. The procedural law of this place shall apply where the rules are silent.

The arbitral award shall be substantiated in writing. The language of the arbitration proceeding shall be English.

10 Notices

- 10.1 Unless explicitly arranged otherwise in this Trademark License Agreement or in the Internal Rules, all notices and requests which are required or may be given in the execution of this Trademark License Agreement shall be in writing and shall be deemed given when delivered by hand or mailed by certified mail to the addresses as follows:

KNX Association cvba
Bessenveldstraat 5
B-1831 Diegem
Belgium

respectively

«company»
«streetnr»
«street2»
«street3»
«zip» «city»

or to such other address as either of the Parties will have designated by notice in writing to the other.

11 End of this Trademark License Agreement

11.1 This Trademark License Agreement will end with the resignation or expulsion of the Party as a Member². However, insofar as applicable, sections 7 and 9 will survive.

IN WITNESS WHEREOF both Parties have this Trademark License Agreement established in duplicate and signed by their duly authorised representatives

On behalf of the Association:

On behalf of the Party:

Joost Demarest
Director Certification & Administration

Heinz Lux
Director Sales & Marketing

² In case of licenseeship via royalties, this trademark license agreement must be renewed after its initial term of 5 years has ended.

ANNEX 1 to the Trademark License Agreement

The Certification Marks

