

HIWIRE CONSORTIUM INC. MEMBERSHIP AGREEMENT

Company Name: _____

Contact Name: _____ Title: _____

Contact Address: _____

Contact Email: _____

Address 1: _____

Address 2: _____

City: _____ State/Province: _____

Zip /Postal Code: _____ Country: _____

Telephone: _____ Fax: _____

(Please Include Country Code if applicable)

By signing below, you represent and warrant that you have the authority to bind the above-named company to this Membership Agreement (“Agreement”) and hereby agree to the terms and conditions of this Agreement on behalf of the above-named company.

Date: _____

By: _____
(Signature)

Printed Name: _____

Title: _____

This Membership Agreement ("**Agreement**") is entered into between the above-named company ("**Company** ") and HiWire Consortium Inc., a California non-profit corporation ("**HiWire Consortium**"), and becomes effective as of the date signed above. Company agrees to abide by any and all policies or procedures governing members that may be set by the HiWire Consortium from time to time and any applicable provisions of HiWire Consortium's bylaws ("**Bylaws**"). Any such policies and procedures and the Bylaws may be viewed on www.hiwire.org, including HiWire Consortium's Code of Conduct ("**Code of Conduct**"), a copy of which is attached to this Agreement. This Agreement continues in perpetuity, unless terminated by either party under the provisions of this Agreement, under any applicable HiWire Consortium policies or procedures, under any applicable provisions of the Bylaws pertaining to members.

Subject to this Agreement, Company first becomes a member of HiWire Consortium on the date on which the HiWire Consortium administrator first sends notice of enrollment to Company. Notwithstanding any other provision hereinto the contrary, HiWire Consortium may terminate Company's membership for failure to: (a) comply with this Agreement, (b) abide by any policies or procedures set by HiWire Consortium governing members, or (c) Bylaws.

Licenses.

(a) Excepts as expressly provided herein or pursuant to a separate written agreement entered into between the parties, no license is granted by virtue of membership in the HiWire Consortium to any HiWire Consortium patents, copyrights, trademarks, service marks, trade name, or other intellectual property rights. HiWire Consortium grants Company a limited, non-exclusive, non-sublicenseable license to use HiWire Consortium's name and logo solely to indicate it is a HiWire Consortium member.

(b) Company hereby grants HiWire Consortium a limited, non-exclusive, non-sublicenseable license to use Company's name and logo and be named and listed as a member of HiWire Consortium in directories and marketing materials.

HiWire Consortium Terms. Company agrees not to acquire, attempt to acquire, maintain, or assert any exclusive trademark or other intellectual property or proprietary rights in the term "AEC" or the term "HiWire" or "HiWire Consortium" , in connection with any HiWire Active Electrical Cable device, specification, or technology.

Benefits. Participation in events and technical support is subject to availability.

Confidentiality. Company agrees not to (a) provide or otherwise disclose to HiWire Consortium or its members, directors, partners or representatives any Company confidential information and (b) use any Company confidential information in developing or creating any HiWire Consortium specifications. Draft specifications and other documents provided to HiWire Consortium membership on a "**HiWire Consortium Confidential**" basis, and shall be maintained and safeguarded by members as confidential, until formally approved by HiWire Consortium for public release.

Warranty. ANY GOODS OR SERVICES FURNISHED OR MADE AVAILABLE TO ANY HIWIRE CONSORTIUM MEMBER ARE PROVIDED "AS-IS WITH ALL DEFECTS" AND WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER. HIWIRE CONSORTIUM DISCLAIMS ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR MERCHANTABILITY. NEITHER HIWIRE CONSORTIUM, NOR ANY MEMBER, DIRECTOR, PARTNER, OR REPRESENTATIVE OF HIWIRE CONSORTIUM, NOR ANY SUPPLIER OR VENDOR OF SOFTWARE, HARDWARE, OR SERVICES WILL BE LIABLE TO COMPANY FOR ANY FAULT OR DEFECT IN SUCH ITEMS OR FOR ANY FAILURE TO DELIVER ALL OR ANY PORTION OF THESE ITEMS.

Limitation of Liability. IN NO EVENT SHALL HIWIRE CONSORTIUM, ITS MEMBERS, DIRECTORS, PARTNERS, OR REPRESENTATIVES, OR ITS SUPPLIERS OR VENDORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR LOST PROFIT DAMAGES, INCLUDING ATTORNEYS' FEES AND

COSTS, OR FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THE USE OF ANY SPECIFICATIONS, ANY SERVICES PROVIDED BY HIWIRE CONSORTIUM, OR THE LOSS OF USE OR LOSS OF DATA ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE TOTAL AGGREGATE LIABILITY OF HIWIRE CONSORTIUM, ITS MEMBERS, DIRECTORS, PARTNERS, AND REPRESENTATIVES, INCLUDING ITS SUPPLIERS OR VENDORS SHALL NOT EXCEED THE TOTAL AMOUNT OF PROCEEDS OR FEES RECEIVED BY HIWIRE CONSORTIUM UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.

Membership. HiWire Consortium reserves the right to limit the number of members or participants or to discontinue the membership program at any time upon written notice.

HIWIRE CONSORTIUM INC. CODE OF CONDUCT

The following HiWire Consortium Code of Conduct (the “**Code of Conduct**”) is designed to allow the HiWire Consortium to comply with the law and to preserve its integrity and credibility with the public, the industry, and within the HiWire Consortium organization.

This Code of Conduct applies to all staff, volunteers, directors, members, and any third-party service providers or contractors working with HiWire Consortium. Parties to whom the Code of Conduct applies shall:

1. Comply with the Membership Agreement, policies, procedures, and Bylaws of the HiWire Consortium, as applicable;
2. Adhere to applicable laws and regulations;
3. Maintain the confidentiality of information HiWire Consortium deems confidential;
4. Act with fairness, honesty, and integrity;
5. Not discriminate on the basis of gender, race, color, creed, ancestry, place of origin, political beliefs, religion, marital status, disability, age, or sexual orientation;
6. Comply with all applicable antitrust laws and the HiWire Consortium’s antitrust guidelines;
7. Behave in a professional and business-like manner and not engage in any behavior that is discomfoting to other individuals, that constitutes sexual discrimination or sexual harassment; and
8. Avoid conflicts of interest and disclose any relationship or activity that is or could become a conflict of interest. All persons subject to the Code of Conduct owe a duty of loyalty to the HiWire Consortium.

Failure to comply with the Code of Conduct may result in corrective action, including, without limitation, preclusion from attending certain events or functions or termination of membership or affiliation with the HiWire Consortium.

Duly approved by the Board of Directors
on October 30, 2019