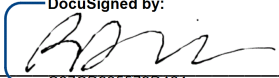




**Charter changes: summary of changes as approved by DiiA general Assembly on 1<sup>st</sup> March 2021**

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Date: 17-May-2021

Paul Drosihn, General Manager



## Charter changes: summary of changes as approved by DiiA general Assembly on 1<sup>st</sup> March 2021

The Board of Directors (“BoD”) and the General Manager of DiiA have worked together over several months in order to agree on a Proposal to change and amend the DiiA Charter (“Charter”). The overall gist of the proposed changes and amendments (“Proposal”) is to facilitate re-occurring operational processes under the Charter. In particular, the proposed changes seek to address to points, which have created certain operational difficulties in the past years:

- (1) The acceptance of new members, the adjustment of membership fees depending on the point in time during a calendar year when the member was accepted as well as possible sanctions in case of non-payment are clarified by the proposed changes. Furthermore, the changes seek to enable the BoD to adjust the details of membership agreements during their Term.
- (2) The IPR Policy should be adjusted to clarify the exact process and consequences in case of a member issuing a licensing objection.

These changes are explained in further detail below.

### 1. Membership agreements

The first substantial change is in **Section 3.7** of the Charter. The Proposal suggests amending this provision so that the BoD can change benefits, rights or positions granted by DiiA to its Members, which are not ruled under all part of the Membership Agreements. It is proposed that the BoD can make such changes by notifying the Members in writing of such changes. All Associate and Regular Members affected by the changes have the right to terminate their Membership Agreements before the announced changes become effective.

Furthermore, the Proposal includes a new **Section 3.8**, which allows the BoD to develop and draft terms and conditions of new forms or categories of membership and cooperation between companies or professionals in the lighting industry on the one side and DiiA on the other side. However, such new forms of cooperation on membership categories shall not grant any voting rights in anybody of the alliance.

**Section 4.2** the Proposal includes an amendment, so that the membership fees for new members may be prorated based on the point in time during a calendar year in which the new member joins the alliance. However, such reductions are only available to members who have not been subject to notification of trademark infringement or misuse 25 months prior to their membership applications. In any case, the membership only becomes active upon full receipt of the prorated initial payment.

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Another change is the addition of **Section 4.8**, which allows the BoD to reject membership applications of companies that have infringed one or more of the DiiA Trademarks in the 24 months preceding their membership application or have been a member of DiiA before and have either not fully paid all applicable membership fees or left DiiA in the preceding 24 months.

The Proposal also includes a change to the payment of membership fees in **Section 6.2**. The payment of membership fees shall be made within 90 calendar days after the beginning of any calendar year without any deductions. In case the payment is not received in time by DiiA, the Alliance may issue a default notice to the non-paying Member, whose membership is then automatically suspended until the payment is received in full. If the membership fee is not paid in full within another three months, a contractual penalty of 25 % of the unpaid amount becomes due immediately. If the membership fee is not paid in full within 6 months as of the initial payment date, the BoD may terminate the membership of the non-paying Member on 15 calendar days prior written notice.

## 2. Changes of IPR Policy

The Proposal suggests to change the rules on Licensing Objections and related provisions in the IPR Policy.

First of all, in **Section 2.2.**, the communication of the beginning of the IPR Examination Phase should be clarified.

**Section 3.9** is proposed to be amended and according to the Proposal now requires the Member making licensing objection to include a written explanation as to how the identified IPR is essential for the Specification and answer technical questions of the BoD in this respect.

Furthermore, **Section 3.10** should be amended so that the BoD can request a duly executed Licensing Declaration from each Member and, if necessary, take legal steps to obtain such declaration. Until the final decision is made, the Member shall be obliged to license its essential IPR on RAND terms.

Furthermore, the **RAND RF** license should be deleted, since it has effectively never been chosen in previous IPR Declaration Phases.

## 3. Other changes

The Proposal includes some further changes in the Charter. Aside from editorial changes, if the preamble and a concretization of the “Digital Illumination Interface” definition, these changes relate to sections 10 and 11.

The proposed changes in **Section 10.1** shorten the invitation time in case of a remote GA assembly. Section 10.3.2 (b) has been deleted.

In **Section 11.8**, it is proposed to clarify that the BoD oversees and manages the Working Groups.

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**Section 11.9.1 (d)** furthermore now allows the publication of press releases by Majority Decision of the BoD.

**Annex 6.3.2** The BoD shall determine the IPR Examination Phase which shall be at least 30 days. So Annex 6, 3.2 shall be adjusted to say "prior to the end of the IPR Examination Phase".

There are 2 consecutive 12.1.2 in 12 Approval Process Outline and so the following section numbers may also need to be changed. Correct, adjusted.

The section number after 13.6.1 in 13 Alliance Copyrights and Trademarks is 13.5. Correct, adjusted.

\* \* \* \* \*

# Digital Illumination Interface Alliance Charter

This Charter for the Digital Illumination Interface Alliance and all Annexes hereto which shall be an integral part of the Charter for the Digital Illumination Interface Alliance, hereinafter referred to as the "**Agreement**", has initially been made and agreed between the following parties:

Koninklijke Philips N.V., having its principal place of business at Amsterdam, Netherlands, hereinafter referred to as "**Philips**",

OSRAM GmbH, having its principal place of business at Munich, Germany, hereinafter referred to as "**Osram**";

Tridonic GmbH & Co. KG, having its principal place of business at Dornbirn, Austria, hereinafter referred to as "**Tridonic**";

Erco GmbH, having its principal place of business at Lüdenscheid, Germany, hereinafter referred to as "**Erco**";

Trilux GmbH & Co. KG, having its principal place of business at Arnsberg, Germany, hereinafter referred to as "**Trilux**";

Helvar Oy Ab, having its principal place of business at Helsinki, Finland, hereinafter referred to as "**Helvar**";

Lutron Electronics Co. having its principal place of business at Coopersburg, Pennsylvania, USA, hereinafter referred to as "**Lutron**";

Insta Elektro GmbH, having its principal place of business at Lüdenscheid, Germany, hereinafter referred to as "**Insta**";

and has been modified and amended by the Regular Members of the Digital Illumination Alliance the last time on [DATE] in accordance with Section 10.3.2 (a) below.

The aforesaid parties hereinafter collectively also referred to as "the Parties".

WITNESSETH;

WHEREAS, the Parties believe that the specification, standardization, certification and promotion of the Digital Illumination Interface specification for light management would be beneficial; and

WHEREAS, the Parties desire to establish and participate in an Alliance for this purpose and to invite third parties who can be expected to make a meaningful contribution to the creation and promotion of the industry standard, to join the Alliance.

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NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Parties agree as follows:

## 1 Definitions

The following terms have the meanings ascribed to them below, unless the context expressly provides otherwise.

“**Administrator**” means a person, company or body, designated by the BoD to carry out administrative arrangements for the activities of the Alliance, in particular, but not limited to, program management administration, accounting administration, membership administration and website and back-end creation and maintenance, administration of intellectual property rights and licenses.

“**Affiliate**”, in relation to any party, means any one or more business entities:

- (a) owned or controlled by that party;
- (b) owning or controlling that party; or
- (c) owned by or under common control with that party,

but only for as long as such ownership or control exists.

A business entity is deemed to own or to control another business entity if more than 50% of the voting stock of the latter business entity, ordinarily entitled to vote in the election of directors (or, if there is no such stock, more than 50% of the ownership of or control in the latter business entity) is directly or indirectly held by the owning and/or controlling business entity.

“**Alliance**” means the “Digital Illumination Interface Alliance”, established and operated under this Agreement as a voluntary group of independent Members, as provided further in Section 3.

“**Alliance Body**” means all bodies formed under and in accordance with this Agreement to achieve the Objective, in particular the General Assembly, the BoD, the Working Group(s) and/or the Task Group(s).

“**Alliance Document**” means any creative work created by the Alliance and its Members in the context of the activities of the Alliance, including, but not limited to, results of the Working Groups and Task Groups, joint contributions to the Specification, other publication of the Alliance and its Members, such as publications, educational materials, marketing tools and the like. For the avoidance of doubt: Contributions (as hereinafter defined) are not Alliance Documents.

“**Approved Digital Illumination Interface Specifications**” means the Digital Illumination Interface Specifications (as hereinafter defined), or parts thereof, approved by the Board of Directors in accordance with the Voting Rules.

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“**Associate Member**” means a company that has been accepted as a member by the Alliance and that is active in the commercial exploitation of Digital Illumination Interface products.

“**Board of Directors**” or “**BoD**” means the board of directors described in Section 8 below established as the chief executive body of the Alliance.

“**BoD Representative**” means a natural person nominated by a Regular Member to represent such Regular Member in the BoD and elected as such representative by the General Assembly.

“**BoD Alternate Representative**” means a natural person other than the BoD Representative, nominated by a Regular Member to represent such Regular Member in the BoD and elected as such representative by the General Assembly.

“**Chair BoD**” shall mean the BoD Representative elected by the Board of Directors as a chairperson.

“**Change of Control**” shall mean the occurrence of any of the following events: (a) any consolidation or merger of a Party with or into any other entity in which the holders of such Party’s outstanding shares immediately before such consolidation or merger do not, but immediately after such consolidation or merger, do retain stock, representing a majority of the voting power of the surviving entity or stock representing a majority of the voting power of an entity that wholly owns, directly or indirectly, the surviving entity; (b) the sale, transfer or assignment of securities of a Party representing a majority of the voting power of all of such Party’s outstanding voting securities to an acquiring party or group; or (c) the sale of all or substantially all of a Party’s assets.

“**Community Member**” means a company or person that has been registered by the Alliance in accordance with Section 7 below.

“**Community Member Registration Agreement**” shall mean the registration agreement in **Annex 1** that any person or entity applying for registration as a Community Member has to accept.

“**Confidential Information**” means all information disclosed by a Member within the framework of and in connection with its activity in this Alliance, in particular, but not limited to, within the General Assembly, the BoD, a Working Group or a Task Group.

“**Contribution**” means any submission, input or statement to the Alliance by any Member made within the context of an Alliance activity, including but not limited to, oral statements in any session of an Alliance Body as well as written or electronic communications to or within an Alliance Body that adds to the technical solution of the problems and/or challenges associated with the Objective. Statements made outside of an Alliance Body’s session, mailing list or other function, that are clearly not intended to be input to an Alliance activity, group or function shall not be regarded as a Contribution.

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“**Digital Illumination Interface**” means digital addressable lighting interface as defined in IEC 62386 series with Alliance published additions or changes.-

“**Digital Illumination Interface Specification**” means any Draft Specification and/or Approved Digital Illumination Interface Specification. “**Effective Date**” means the day following the execution of this agreement by at least 3 (three) founding Regular Members.

“**Essential IPR**” means any Intellectual Property Rights (as defined below) that contains Essential Claims (as defined below).

“**Essential Claims**” means those claims of all IPR, including but not limited to, patents and patent applications throughout the world, that are existing now or that are hereafter issued or filed, that a Member or any of its Affiliates owns, and that:

- (a) cover or directly relate to one or more of the proposed Digital Illumination Interface Specification and/or the Approved Digital Illumination Interface Specification, as applicable; and
- (b) would be necessarily infringed by an implementation of (i) any proposed Digital Illumination Interface Specification, in case it is approved, and/or (ii) Approved Digital Illumination Interface Specification, as applicable, where such infringement could not have been avoided by another commercially reasonable non-infringing implementation of such proposed Digital Illumination Interface Specification and/or Approved Digital Illumination Interface Specification, as applicable.

Essential Claims shall not include any claims of any patents or patent applications covering any enabling technologies that are used in the manufacture of products that comply with the proposed Digital Illumination Interface Specification and/or Approved Digital Illumination Interface Specification, but are not expressly designated in the proposed Digital Illumination Interface Specification and/or Approved Digital Illumination Interface Specification (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, etc.).

“**General Manager**” shall be a person who is not working for any Member, Community Member or any of their respective Affiliates and who shall be chosen by the BoD and who shall be working as an independent contractor for the Alliance to perform the tasks assigned to him under this Agreement and/or assigned to him by the BoD in accordance with this Agreement.

“**Intellectual Property Rights**” or “**IPR**” means patents, utility certificates, utility models, industrial design rights, copyrights, database rights, trade secrets, any protection offered by law to Confidential Information, semiconductor IC topography rights and all registrations, applications, renewals, extensions, combinations, divisions, continuations or reissues of any of the foregoing.



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**“IPR Examination Phase”** means an examination period of no less than 30 (thirty) calendar days during which the Members shall have the possibility to review the Draft Specification for which the BoD has issued a Finalization Declaration in accordance with Section 12.1.4 and notify the BoD of any Essential IPR they may have with regard to such Draft Specification in accordance with the Intellectual Property Rights Policy of the Alliance.

**“Majority Decision”** means an affirmative vote of more than 50% of the total number of Members entitled to vote on such matter and participating in such vote (telephonically, electronically or physically, as applicable); provided that the following numbers shall not be counted in the denominator in the calculation of 50% above: (1) Members abstaining, and (2) Members not voting .

**“Member(s)”** means any Regular Member and/or Associate Member.

**“Membership Agreement”** means the membership agreement(s) for Regular Members and Associate Members in the form set out in **Annex 2**.

**“Objectives”** means the objectives of the Alliance as set forth in Section 2.

**“Promotion Working Group”** means the Working Group with the charter defined in Section 11.9.

**“Quorum”** means

- (a) for the Board of Directors when at least two-thirds of the Members’ Representatives with actual voting rights are present;
- (b) for the General Assembly when at least five (5) of the Members’ Representatives with voting rights are present or, in case the Alliance has less than seven (7) Members, if at least two-thirds (2/3) of the Members’ Representatives with voting rights are present;
- (c) for Working Groups and the Task Groups when at least two-thirds of the participants with actual voting rights are present.

**“Regular Member”** means a company that has been accepted as a regular member by the Alliance and that is active in the commercial exploitation of Digital Illumination Interface products, and that participates in the Alliance with the intention to develop, improve, complete and/or amend Approved Digital Illumination Interface Specification(s).

**“SDO Approved Digital Illumination Interface Standard”** shall mean an **Approved Digital Illumination Interface Specification that has been submitted by the BoD to and accepted by a standards developing organization (hereinafter “SDO”)**.

**“Voting Rules”** means the rules for making decisions in the BoD, in the General Assembly as well as the Working Groups and the Task Groups as set out in **Annex 3**.

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“**Working Group**” means a working group of the Alliance established in accordance with the provisions set out in Section 11 below.

“**Trademark(s)**” means the trademarks listed in **Annex 4** which shall be amended by the BoD from time to time.

“**Trademark Guidelines**” means the guidelines how to use and affix the Trademarks. The Trademark Guidelines shall identify provisions that apply only for Community Members (“Trademark Guidelines for Community Members”) and provisions that apply only for Members (“Trademark Guidelines for Members”).

“**Trademark Owner**” means the person or entity that, at a given point in time, alone or jointly with another person or entity, is the legal owner of the Trademark(s).

## 2 Objectives

- 2.1 The objective of the Alliance is the development and management of the specification, certification and promotion of Digital Illumination Interface.
- 2.2 For the avoidance of doubt, the Objectives do not prevent or obstruct any Member in any way from participating in or from supporting any research or development for any standard which might be viewed as a competitive standard format to the one developed by the Alliance; provided, however, that such participation or support of research and development shall not violate any confidentiality obligations hereunder.

## 3 Regular and Associated Membership

- 3.1 On the Effective Date, each party to this Agreement shall be deemed a Regular Member. All Regular Members that join the Alliance on the Effective Date or within 30 (thirty) days thereof shall, by signing this Agreement, be deemed to have signed also the Membership Agreement in **Annex 2** as a Regular Member and shall be subject to all rights and obligations under such Membership Agreement.
- 3.2 The Alliance shall be non-discriminatory and open for participation by any person or legal entity which, to the satisfaction of the Board of Directors, demonstrates its ability and willingness to make an active and material contribution to the Objectives. A Member can either be a Regular Member or an Associate Member.
- 3.3 In order to become a Member of the Alliance after the Effective Date the applicant must (i) submit a written request for membership to the General Manager, (ii) receive a favourable decision from the Board of Directors taken in accordance with the Voting Rules, (iii) sign the Membership Agreement in **Annex 2** and (iv) effect the payment of one yearly membership fee to an account of the Digital Illumination Interface Alliance. The entity will only be deemed a Member upon fulfilment of all four conditions. If the Board of Directors refuses to accept the applicant, the applicant may ask the General Assembly in its next regular meeting to review the fulfilment of the membership requirements and the decision of the General Assembly thereon shall be final.

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- 3.4 The Membership Agreement will be signed on behalf of the Members by the General Manager. The original copy of the executed Membership Agreement shall, in pdf-format, be kept by the General Manager on behalf of the Members. Each Member shall be entitled to receive a copy of such Membership Agreement by making a request to the General Manager. The General Manager shall keep a record of all third party applications for membership and, as regards any refusals, if the Board of Directors has indicated a reason for its decision, the reasons why membership was denied.
- 3.5 At any time after becoming a Member of the Alliance, an Associate Member may request to become a Regular Member or a Regular Member may request to become an Associate Member.
- 3.6 To change the membership status as set out in Section 3.5 above, the particular Member shall submit a written request to the Board of Directors which shall be submitted to the General Manager who will forward it to the Board of Directors. The request shall indicate the desired status changes. Upon receipt of a favourable decision from the Board of Directors the requested status changes comes into effect. As of the first day of the calendar month following the decision of the BoD the membership payment becomes due according to the membership fees that apply to its new status, as defined in Section 4.2. Under no circumstances will the Alliance refund membership already paid.
- 3.7 The BoD may change, amend or modify the Membership Agreements for Associated Members and/or Regular Members from time to time. The BoD may change from time to time any benefits, rights or positions granted by DiiA to its Members which are not owed under and which are not part of the Membership Agreements. All Associated Members and/or Regular Members to which such changes, amendments or modifications apply, shall be notified in writing thereof (“**Change Notice**”), wherein such Change Notice shall state the date on which the changes, amendments become effective (“**Effective Change Date**”). The Effective Change Date shall always be the 1<sup>st</sup> of January in a calendar year and the Change Notice must be given at least six months prior to the Effective Change Date. All Associated Members and/or Regular Members affected by the changes, amendments or modifications, shall have the right to terminate their Membership Agreements in writing, effective the day before the Effective Change Date, provided that such termination notice is received by DiiA at least 30 calendar days before the Effective Change Date.
- 3.8 The BoD may develop and draft terms of conditions for new forms or categories of membership and cooperation between companies and/or professionals in the lighting industry and DiiA (“**New Membership Categories**”). The terms and conditions of such New Membership Categories shall not grant any voting rights in the General Assembly, BoD, Working Groups or any other bodies of the Alliance to any company or professional. The BoD may, upon Majority Decision agree to submit the terms and conditions of such New Membership Categories to the General Assembly for approval. If the General Assembly approves the proposed terms and conditions of such New Membership Categories by Majority Decision, such New Membership Categories shall become a binding and effective Annex to this Agreement.

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**4** Responsibilities of Members

- 4.1 Each Member is expected to participate in the activities of the Alliance and demonstrate a willingness to promote and achieve the Objectives. Specific recommendations or requirements for such promotion or achievement may be specified by the Board of Directors from time to time.
- 4.2 Each Member shall pay the yearly membership fees set forth in **Annex 5** to the Alliance no later than 90 (ninety) days after the beginning of any new calendar year. The first membership fee of any new Member shall be paid within 30 (thirty) days as of the signing of the Membership Agreement. For any new Member the yearly membership fee is reduced as follows, depending on when the new Member joins the Alliance, provided that such reduction is only available for Members which have not and whose Affiliates have not previously been Member of the Alliance, and who have not been subject to notification of Trademark infringement or misuse within the 24 (twenty four) months preceding the membership application

| Calendar quarter in which the new Member joins the Alliance | Percentage of Membership Fee payable for that year       |
|---|--|
| Q1  | 100%   |
| Q2  | 75%  |
| Q3  | 50%  |
| Q4  | 25% if following year also paid in advance otherwise 50% |

The membership of a new Member shall only become active upon full receipt of the initial payment by DiiA.

- 4.3 Each Member shall be responsible for organising its own work with respect to fulfilment of its rights and obligations under this Agreement and perform its best efforts to promote and achieve the Objectives of this Agreement.
- 4.4 Each Member shall assign personnel of appropriate qualification and experience for its participation in the activities in the Alliance.
- 4.5 Each Member undertakes to execute any documents and exercise any rights and generally to take any action or refrain from any action, as the case may be, which may be reasonably required to give full effect to this Agreement and its Objectives.

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- 4.6 The Members shall at all time act in good faith towards each other in fulfilment of their obligations hereunder.
- 4.7 The Members shall at all time act in full compliance with any applicable laws and regulations, including, but not limited to, anti-trust law.
- 4.8 The BoD may decide not to admit companies as Members which (i) are or have been found by the Alliance to infringe one or more of the DiiA Trademarks in the 24 (twenty four) months preceding the membership application, (ii) have been a Member of DiiA before and have either (a) not fully paid all applicable membership fees or (b) left DiiA less than 24 (twenty four) months prior to the membership application.

## 5 Withdrawal and Removal

- 5.1 Any Member may withdraw from the Alliance at any time with immediate effect by giving written notice to the General Manager.
- 5.2 The Board of Directors may terminate the membership of any Member from the Alliance in accordance with the Voting Rules in the event that:
- (a) a Member fails to timely pay its membership fees in accordance with Section 4.2 above and does not remedy such failure within 30 (thirty) days from receipt of a written notice from the BoD identifying the breach and requiring it to be remedied; or
  - (b) a 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 BoD identifying the breach and requiring it to be remedied; or
  - (c) uses the Trademark(s) in any other way than expressly allowed in the Trademark Guidelines for Members and fails to remedy such breach within 30 (thirty) days from the receipt of a written notice from the BoD identifying such breach and requiring it to be remedied; or
  - (d) a Member becomes bankrupt or insolvent; or
  - (e) in case a Member is no longer active in the industrial field relevant to the Objectives;
  - (f) the Board of Directors determines that the Member is no longer in a position or willing to support the Objectives.
- 5.3 Upon withdrawal or removal from the Alliance in accordance with Sections 5.1 or 5.2, the ex-Member's rights and obligations under this Agreement shall cease, except the obligations that stem from any provision listed in Section 23.3.

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The withdrawal or removal from the Alliance in accordance with Sections 5.1 or 5.2 shall not affect the rights and obligations of the ex-Member for the time prior to the effect of such withdrawal or removal.

- 5.4 A Member that has withdrawn or been removed from the Alliance shall not be entitled to repayment or refund of any membership fees, costs or expenses incurred in relation to this Agreement.

## 6 Expenses and Membership Fees

- 6.1 Unless explicitly otherwise set forth in this Agreement each Member shall bear its own costs incurred in performing its obligations and responsibilities as a Member in accordance with this Agreement.

- 6.2 The registration fees for Community Members and the membership fees for Regular Members and Associate Members are set forth in **Annex 5**. Payment of the membership fees shall be made by the Associate Members and the Regular Members within 90 calendar days after the beginning of any calendar year (“**Due Date**”) without any deductions. In case the membership fee is not received by the Alliance at the Due Date, the following shall apply:

- (a) The Alliance shall issue a default notice to the member that has not paid the membership fee in time and in full (“**Non-Paying Member**”). If such a default notice is issued the membership shall automatically be suspended until such time as payment is received in full or a payment plan is agreed. Suspension of members account will also suspend product registrations and certifications in any database of the Alliance, which could affect members’ rights to use the Trademarks.
- (b) If the membership fee is not paid in full within three months as of the Due Date, a first contractual penalty of 25% (twenty-five percent) of the unpaid amount shall become due immediately.
- (c) If the membership fee is not paid in full within six months as of the Due Date, the BoD may terminate the membership of the Non-Paying Member by 15 calendar days prior written notice. In that case, all licenses granted to the Non-Paying Member, in particular all license under the Trademarks shall automatically terminate and the Non-Paying Member shall immediately cease and desist from using any Trademarks.

- 6.3 The Board of Directors may change the membership fees in **Annex 5** from time to time upon prior written notice 90 (ninety) calendar days before the end of a calendar year. The level of membership fees shall not be prohibitive or exclusionary. The Membership Fees will cover the following joint costs and expenses related to the Alliance:

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- (a) Fees and charges of the Administrator incurred in performing tasks for the Alliance, as agreed by the Board of Directors with the Administrator;
  - (b) Salary and costs (including, but not limited to, travel expenses etc.) incurred by the General Manager
  - (c) Meeting facilities, unless facilities are provided by a Member
  - (d) Promotional materials
  - (e) Any other costs and expenses as determined by the BoD.
- 6.4 The participation in promotional events may be subject to a promotional fee being paid by the Member wishing to participate in the event, if so determined by the Promotional Work Group.
- 6.5 All expenses of the Board of Directors and/or the Working Groups require previous approval by the Board of Directors by way of either (i) inclusion in the yearly budget of the Alliance or (ii) by individual approval by the Board of Directors in accordance with the Voting Rules in **Annex 3**.
- 6.6 Should the membership fees not be sufficient for coverage of the above costs and expenses, the Board of Directors may decide, in accordance with the Voting Rules, that Members shall contribute an additional membership fee, provided that no Member shall be liable to contribute membership fees in excess of USD 25,000 (twenty-five-thousand US-Dollars) per year, unless a higher amount is unanimously approved in writing by the Members concerned.
- 7 Community Members**
- 7.1 Any legal entity or person may request to be registered as a Community Member with the Digital Illumination Interface Alliance. Such legal entity or person shall submit a written request for registration through the webpage of the Alliance. The General Manager shall, on a non-discriminatory basis, examine the request and determine whether the applicant meets the requirements set forth in Section 4.1 of the Community Member Registration Agreement to be registered as a Community Member. If the General Manager determines that the applicant meets all requirements to become a Community Member he shall invoice the registration fee as set forth in **Annex 5** from the applicant. Upon receipt of the registration fee by the Alliance the applicant shall automatically become a Community Member.
- 7.2 All Community Members shall have the following rights:
- (a) receive all communication of the Digital Illumination Interface Alliance that is either designated to the general public or specifically to Community Members;
  - (b) use the Trademark in accordance with the Community Member Registration Agreement and the Trademark Guidelines.

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- 7.3 Community Members are not part of the General Assembly. They shall have no rights other than those expressly stated herein, in particular, without limitation, they have no voting rights within the organization of the Alliance.
- 7.4 The Board of Directors may decide to remove a Community Member from the Alliance and revoke its status as a Community Member in accordance with the Community Member Registration Agreement.
- 7.5 The BoD may change, amend or modify the registration requirements for Community Members from time to time. Such changes shall not affect any Community Members which have registered with the Alliance before the BoD agrees on such changes, unless the respective Community Member expressly agrees to such changes in writing.

## 8 Organization

- 8.1 The Board of Directors shall be the chief executive body of the Alliance. The Board of Directors shall elect a Chair BoD and a vice Chair BoD on a bi-yearly basis from among the BoD Representatives.
- 8.2 All Regular Members that join the Alliance on the Effective Date or within 30 (thirty) days thereof shall have a seat in the Board of Directors for an initial term of 2 (two) years as of the Effective Date. The Board of Directors may, at any time during the term of this Agreement, decide to increase or reduce the number of seats in the Board of Directors.
- 8.3 In this case the BoD shall call in writing for an extraordinary vote of the General Assembly to elect (i) in case of an increased number of seats: the additional new members of the BoD and (ii) in case of a reduced number of seats: the members of the BoD that shall leave the BoD. Such extraordinary vote shall be held within 60 (sixty) calendar days from the call of the BoD for such extraordinary vote. The BoD upon the call for such extraordinary vote shall decide whether the General Assembly shall meet and vote in a personal or in a virtual (electronical) meeting.
- 8.4 Notwithstanding the above, the Regular Members forming the Board of Directors shall be elected by the Members in the General Assembly every two years. For the avoidance of doubt: any extraordinary vote on the composition of the BoD in accordance with Section 8.3 shall not prolong or shorten the two year term.
- 8.5 The Regular Members that wish to be part of the Board of Directors shall nominate natural persons of their organization as their candidate for the [BoD Representative](#) and [BoD Alternate Representative](#) and communicate this nomination to the General Assembly prior to the election of the Board of Directors. If those persons are elected by the General Assembly he or she become the BoD Representative and BoD Alternate Representative of such Regular Member. The BoD Representative or, if the BoD Representative cannot attend, the



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BoD Alternate Representative of a Regular Member have the right to attend the BoD meetings on behalf of such Regular Member.

- 8.6 If the BoD Representative and/or the BoD Alternative Representative of a Regular Member leaves the Regular Member and its Affiliates he or she is automatically excluded from the Board of Directors. The Regular Member shall nominate a replacement of such BoD Representative and/or the BoD Alternate Representative to the BoD. Notwithstanding the foregoing, any Regular Member may nominate a replacement for its BoD Representative and/or the BoD Alternate Representative to the BoD from time to time.
- 8.7 The replacement of a BoD Representative and/or the BoD Alternate Representative requires approval from the BoD by Majority Decision. In case the other BoD Representative and/or the BoD Alternate Representative of a Regular Member leaves the Regular Member and its Affiliates but the BoD does not approve the replacement proposed by the Regular Member, an extraordinary vote on the BoD shall be held by the General Assembly within 90 (ninety) calendar days as of the date that (former) BoD Representative and/or (former) BoD Alternate Representative leaves the organization of the Regular Member. Until that election the Chair BoD shall act as the BoD Representative and/or the BoD Alternate Representative of that Regular Member.
- 8.8 The Board of Directors shall meet at least twice a year. Any BoD Representatives may request additional meetings of the Board of Directors in written communication addressed to all the other BoD Representatives and the Chair BoD shall decide whether or not to follow such request.
- 8.9 Date and place of each BoD meeting shall be decided by the Board of Directors. The Chair BoD shall invite all BoD Representatives to such meeting in writing, once place and date of such meeting have been agreed by the BoD. Agendas for such meetings will be circulated in advance to the BoD Representatives by the Chair BoD. Meetings may be held in person, or by web meeting. The Chair BoD shall notify each BoD Representative at least 30 (thirty) days in advance in case of a face-to-face meeting and at least 14 (fourteen) days in advance in case of a web meeting, so that the BoD Representatives can reasonably prepare for and attend such BoD meetings.
- 8.10 Each Active Regular Member (as hereinafter defined) shall have one vote for decision making at BoD meetings. An **“Active Regular Member”** is a Regular Member that was represented by a BoD Representative or BoD Alternate Representative in at least two out of the last three meetings (face-to-face or web meetings) preceding the meeting in which the Regular Member wishes to vote.
- 8.11 The Voting Rules for decisions of the Board of Directors are set out in **Annex 3**.
- 8.12 For a decision taken without meetings, a resolution in writing circulated to and approved in writing by all BoD Representatives of the Regular Members shall be as valid and effective as if such resolution is passed at a BoD meeting duly held. Any such resolution shall be deemed

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to have been passed on the date when the relevant Quorum of approving votes has been met.

8.13 The Board of Directors shall elect

- (a) a Chair BoD and a vice Chair BoD;
- (b) decide on the person of the General Manager.

8.13.1 The Chair BoD and the vice Chair BoD shall be elected on a bi-yearly basis. The term of office of the Chair BoD and the vice Chair BoD shall be two years from their appointment, unless removed earlier by the Board of Directors. The vice Chair BoD shall serve as a chairperson in the absence of the Chair BoD.

8.13.2 The General Manager shall be chosen by the Board of Directors from time to time. The term of office of the General Manager shall be two years from its appointment, unless removed earlier by the Board of Directors. The Board of Directors may, once or repeatedly, extend the term of office of the General Manager beyond the initial two years.

8.14 Minutes shall be kept by the Chair BoD (or his or her delegate) at all meetings of the Board of Directors, and by specific persons elected for that purpose at other meetings between the BoD Members. Copies of these minutes shall be promptly distributed by the person who has prepared them to all the BoD Members.

## 9 General Manager

9.1 The General Manager shall be chosen by the Board of Directors. The General Manager shall be a person who is not working for any Member or Community Member or any of their Affiliates during the term of his or her office as General Manager. The General Manager shall be hired by written agreement between the General Manager and the Administrator as an external advisor to the Digital Illumination Interface Alliance and remain at all times during his or her term an independent contractor. The written agreement to be signed between the General Manager and the Administrator shall be approved beforehand by the BoD. The remuneration of the General Manager and contractual details of his work for the Digital Illumination Interface Alliance shall be decided by the Board of Directors on a case-by-case basis, provided that such contract ensures that the General Manager will, at all times, carry out the work agreed with the BoD. Any payments to the General Manager shall be made by the Administrator, and, except for his or her monthly remuneration, shall be approved by the BoD.

9.1.1 The tasks of the General Manager are

- (i) liaise with other standardisation bodies for the benefit of the Alliance in line with the Objectives,
- (ii) be responsible for organizing and storage of all documentation of all activities of the Alliance,

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- (iii) to execute contracts with 3rd parties after approval of the Board of Directors,
  - (iv) to countersign Membership Agreements of new Members,
  - (v) to act as a treasurer for the Alliance,
  - (vi) to perform any other task as appointed by the Board of Directors
- 9.1.2 If the Board of Directors decides to request support of a third party in connection with the Objectives of the Digital Illumination Interface Alliance, the General Manager shall organize and supervise such third party support in accordance with the decision of the Board of Directors
- 9.1.3 The General Manager shall act as a contact for any entity that wishes to join the Digital Illumination Interface Alliance as a Member.
- 9.1.4 The Chair BoD and the General Manager shall be the official spokespersons for the Alliance.
- 9.1.5 The General Manager shall be invited to attend the BoD meetings, unless the Board of Directors expressly wish to have a meeting without the attendance of the General Manager.
- 9.1.6 The General Manager shall provide the Board of Directors with a written report on the activities of the General Manager once per year or upon request by the BoD.
- 9.1.7 The General Manager shall also be the treasurer of the Alliance and perform all tasks and duties assigned to him by the BoD in such function. As the treasurer the General Manager shall
- (i) provide and annual budget plan and a written report on all financial issues to the General Assembly and the Board of Directors on a yearly basis or upon request by the Board of Directors,
  - (ii) provide a quarterly report on income and expenses of the Alliance to the Board of Directors,
  - (iii) be responsible for the collection of all Membership Fees and registration fees as well as any claims of the Digital Illumination Interface Alliance against third parties. Any financial claims made against the Digital Illumination Interface Alliance shall be addressed to the General Manager to assess the validity of any such claim.
- 9.1.8 The General Manager shall be entitled to spend without prior written approval by the BoD only amounts below a certain threshold, such threshold to be determined by the BoD from time to time.
- 9.1.9 The General Manager may, upon written approval by the Board of Directors, delegate certain of his tasks and duties under this Agreement to third parties.

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- 9.2 The reasonable fees, costs and expenses connected with the work carried out by the General Manager shall be paid from the Membership Fees, provided that these fees, costs and expenses were approved by the Board of Directors in accordance with the Voting Rules.
- 9.3 If and as long as the BoD has not chosen a General Manager, or if the General Manager for any reason is unable to perform his or her obligations and functions under the Agreement, the Chair BoD shall act as General Manager and perform all functions and obligations of the General Manager. The BoD may decide if the Chair BoD for the performance of the obligations and functions of the General Manager shall receive a financial compensation.

## 10 General Assembly

- 10.1 The General Assembly consists of all Members of the Digital Illumination Interface Alliance. The General Assembly shall meet at least once every two years. The BoD may, from time to time, call for a meeting of the General Assembly. The Board of Directors will determine date and place of any meeting or date and logistics in case of a web meeting of the General Assembly and invite all Members to attend such meetings at least (i) 90 (ninety) days in advance in case of physical meeting or (ii) 30 (thirty) days in advance in case the Members have the possibility to attend the meeting remotely, for example via the internet.
- 10.2 The Chair BoD is the chairperson of the General Assembly. The vice Chair BoD is the vice chairperson of the General Assembly.
- 10.3 Every Regular Member and every Associate Member shall be a member of the General Assembly.
- 10.3.1 The Associated Members and the Regular Members in the General Assembly shall vote on:
- (a) the members of the Board of Directors
  - (b) approve the annual financial report submitted by the General Manager.
- 10.3.2 The Regular Members in the General Assembly shall vote on:
- (a) any modification of this Agreement, unless the decision about certain modifications of this Agreement are herein expressly reserved for another body of the Alliance;
  - (b) [intentionally left blank]
- 10.3.3 In addition to the above, the Board of Directors may, from time to time, submit in writing certain issues, questions or decisions (hereinafter referred to “**BoD Submission**”) to the General Assembly and ask the General Assembly to vote on such BoD Submission. The BoD may set a certain quorum for the vote on a specific BoD Submission which shall be indicated in the BoD Submission. The decision of the General Assembly on a BoD Submission shall be binding.

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- 10.3.4 Any vote in the General Assembly requires a written proposal for such vote which shall briefly explain the topic to be voted on. Such proposal shall be prepared by the BoD or a Member designated by the BoD and shall be submitted to the Associated and Regular Members at least 30 (thirty) calendar days before the vote is held. All votes in the General Assembly shall be held in accordance with the Voting Rules and may be held electronically (e.g. by e-mail).
- 10.3.5 Any decision of the General Assembly shall be taken in accordance with the Voting Rules as set forth in **Annex 3**. The Regular Members in the General Assembly in accordance with Section 10.3.2 (a) may decide to change the Voting Rules. Such decision to change the Voting Rules must itself be taken in accordance with the then current version of the Voting Rules. The Regular Members shall take reasonable efforts to ensure that decisions are taken on the basis of general consensus.
- 10.4 The General Manager may attend the meetings of the General Assembly, unless the General Assembly expressly decides to have a meeting without the General Manager. The chairperson of the General Assembly may invite other third parties to attend the meetings of the General Assembly.

## 11 Working Groups

- 11.1 Working Groups with specific tasks forming part of the Objectives may be established or dissolved by decision of the Board of Directors in accordance with the Voting Rules. Only Regular Members are entitled, but not obliged, to participate in any Working Group. All Regular Members participating in any Working Group shall work constructively towards the achievement of the Objectives.
- 11.2 The Board of Directors shall, when establishing a Working Group, determine the specific field of activity, objectives, work procedures (including, but not limited to roadmap and timetable) and elect a chairperson and a vice-chairperson of the Working Group.
- 11.3 The Board of Directors shall provide to all Regular Members timely notice of the formation of each Working Group as well as its field of activity, objectives, work procedures and chairperson.
- 11.4 Each Working Group shall have regular meetings at such frequency as appropriate to meet the Objectives and the work procedures of the Working Group. Time and place of Working Group meetings shall be determined by the Working Group. Representatives from a Regular Member at each Working Group meeting (excluding the chairperson and the vice-chairperson of the Working Group) shall not exceed 4 (four) individuals, unless otherwise admitted by the chairperson of the Working Group.
- 11.5 The Working Groups may invite other Members or third parties, such as experts on certain topics, to their meetings. Any such invitation shall be extended by the chairperson of the Working Group.

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- 11.6 All reasonable efforts shall be taken to ensure that decisions in the Working Group are taken on the basis of general consensus. To the extent that it is not possible to reach consensus in a timely manner, the Working Group shall be entitled to make decisions by voting in accordance with the Voting Rules. Only Active Working Group Members (as hereinafter defined) shall be entitled to vote in accordance with this Section 11.6. **“Active Working Group Member”** is any Member of the Working Group who is has attended at least 2 (two) of the last 3 (three) meetings preceding the vote.
- 11.7 The Working Groups may decide to establish Task Groups (as hereinafter defined) in order to achieve the objective of the Working Group.
- 11.7.1A **“Task Group”** shall be a group of Regular Members, established by a Working Group in order to work, for a specific time, on a limited and clearly defined subject connected to the objectives of the establishing Working Group.
- 11.7.2 The Working Group establishing the Task Group shall define the subject the Task Group shall work on, as well as a time frame for such work. The Working Group establishing the Task Group shall also appoint a chair person, and determine the minimum as well as maximum participants per Member. The Task Group shall be open to all Regular Members participating in the establishing Working Group. The Working Group establishing the Task Group shall also dissolve the Task Group, at the latest when the work of the Task Group has been accomplished or when the time frame for such work has expired.
- 11.7.3 The Task Group shall determine its meetings so that it can accomplish its tasks within the time frame set out by the establishing Working Group. Dates, times and places of any meeting shall be determined by the Task Group. Any decisions of the Task Group shall be taken in consensus. If no consensus can be reached the question shall be referred to the Working Group which shall decide on the question in accordance with Section 11.6. The Task Group shall report to the Working Group about its work and activities and the Working Group may request such a report in writing from the Task Group at any time.
- 11.8 The BoD shall oversee and manage the Working Groups and their tasks and timing for such tasks. The BoD may, from time to time, set milestones and schedules for the completion of these milestones by the Working Group. The Working Groups shall make regular reports of their activities to the Board of Directors, in particular the progress on any milestones and schedules defined for the Working Group by the BoD. To ensure the completion of any milestones or the schedule, the BoD may define specific processes to be followed by the Working Group. Any operational aspects of the work shall be addresses within the working group.
- 11.9 The Alliance shall have a permanent Working Group for promotion (**“Promotion Work Group”**).

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- 11.9.1 The charter of the Promotion Work Group is
- (a) to plan and budget promotional activities;
  - (b) to maintain the Alliance webpage and deploy social media;
  - (c) to prepare and give presentations;
  - (d) to prepare publications such as press releases, white papers and/or articles on behalf and/or in the name of the Digital Illumination Interface Alliance. Press releases shall be approved by the BoD by Majority Decision prior to publication.
- 11.9.2 The BoD shall appoint the chairperson of the Promotion Work Group. The Board of Directors shall appoint the Marketing Manager. The term of office of the Marketing Manager shall be one year and may be extended by one year once or repeatedly. The Board of Directors may replace the Marketing Manager at any time.
- 11.9.3 The Promotion Working Group may use goods and services offered by third parties (hereinafter collectively referred to as **“Third Party Services”**) to fulfil its charter. If the Promotion Working Group deems the use of Third Party Services necessary it shall submit a written proposal to acquire such Third Party Services to the Board of Directors. The proposal shall include details of the Third Party Services and the costs for their acquisition. The Board of Directors shall decide on any request to acquire Third Party Services submitted by the Promotion Working Group in due course, in no event later than 60 (sixty) days after the submission of the request.
- 11.9.4 The Marketing Manager shall be responsible for the day to day operation of all promotion and marketing activities.
- 11.10 The Alliance shall have a permanent Working Group for technical and certification (**“Technical & Certification Work Group”** or **“T&C Work Group”**).
- 11.10.1 The task of the T&C Work Group shall be to change, amend and/or modify existing specifications and/or to prepare and draft new specifications for the Alliance. The Board of Directors shall designate the specific tasks of the T&C Work Group (hereinafter referred to as **“Designated Tasks”**) from time to time. The T&C Work Group shall only work on such Designated Tasks and shall perform its best efforts to achieve and accomplish the Designated Tasks in a timely and diligent manner.
- 11.10.2 The BoD shall appoint the chairperson of the T&C Work Group. The Board of Directors shall appoint the Technical Manager. The term of office of the Technical Manager shall be one year and may be extended by one year once or repeatedly. The Board of Directors may replace the Technical Manager at any time.
- 11.10.3 The Technical Manager shall be responsible for the day to day operation of the technical and certification activities of the Digital Illumination Interface Alliance.

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**12** Approval Process Outline

- 12.1 The Digital Illumination Interface Specifications shall be drafted and approved in accordance with the following process:
- 12.1.1 The T&C Work Group shall in accordance with the Designated Task work to change, amend and/or modify existing specifications and/or to prepare and draft new specifications for the Alliance. The T&C Work Group shall summarize its results in writing and prepare a draft specification.
- 12.1.2 To the extent other Working Groups in accordance with their tasks work to change, amend and/or modify existing specifications and/or to prepare and draft new specifications for the Alliance, they shall also summarize their results in writing and, to the extent possible, draft a part of the specification reflecting the results of the Working Group (such written results are hereinafter referred to as “**Working Group Results**”). The Working Group shall submit any Working Group Result that was agreed within the Working Group to the T&C Work Group.
- 12.1.2a The T&C Work Group shall collect, discuss and review the Working Group Results including its own results. The T&C Work Group may request the Working Groups to amend, change or modify their Working Group results.
- 12.1.3 The T&C Work Group shall prepare a draft specification (hereinafter “**Draft Specification**”) on the basis of the Working Group Results and its own results. The T&C Work Group shall arrange a technical assessment of the Draft Specification, which shall include any aspect the BoD deems necessary, such as, without limitation, tests for technical feasibility, interoperability and viability.
- 12.1.4 Once the T&C Work Group has successfully tested a Draft Specification it shall submit such Draft Specification to the Board of Directors. The BoD shall declare a Draft Specification to be final (hereinafter “**Finalization Declaration**”) within 30 (thirty) calendar days after such submission of the Draft Specification to the BoD by T&C Work Group. Such Finalization Declaration shall be made in writing to all Regular Members and include a copy of the Draft Specification which is declared final and identify a specific date on which the IPR Examination Phase for such Draft Specification shall begin.
- 12.2 The BoD shall vote on the adoption of any Draft Specification in accordance with the Voting Rules. Such vote on the approval of a Draft Specification shall not be held before the end of the IPR Examination Phase.
- 12.3 After approval by the BoD, the BoD may, in its sole discretion, submit any Approved Digital Illumination Interface Specification to a designated SDO and request the adoption of the Approved Digital Illumination Interface Specification by the SDO.
- 12.4 The BoD may amend, modify or change the approval process as outlined in this Section 12 from time to time.



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**13** Alliance Copyrights and Trademarks

- 13.1 The Board of Directors shall, from time to time, designate either a Regular Member or the Administrator to act as the holder of all copyrights related to any Alliance Document (the “**Copyright Holder**”). All Members hereby grant an irrevocable, perpetual, royalty-free, non-exclusive, worldwide license under any and all copyrights they hold in any Alliance Document to the Copyright Holder, which is transferable and sub-licenseable strictly limited to the extent set forth in Section 13.2 below.
- 13.2 The Copyright Holder shall have the right and the obligation to transfer such licenses to any other regular Member that is designated by the BoD as Copyright Holder. The Copyright Holder hereby grants every Member of the Alliance and its Affiliates an irrevocable, perpetual, royalty-free, non-exclusive sub-license under the licenses granted to him by the Members in accordance with Section 13.1.
- 13.3 If a Regular Member withdraws or is removed from the Alliance pursuant to Section 5, this shall not affect the licenses granted by such Member prior to such withdrawal or removal in accordance with Section 13.1. In particular such Member shall have no right to terminate, limit, withdraw, recall or otherwise modify the licenses granted to the Copyright Holder under this Agreement.
- 13.4 No Member shall distribute, or authorize the distribution of an Alliance Document to any non-member of the Alliance without a prior formal decision by the BoD. For avoidance of doubt, the decision may also be given in advance and may comprise a single Alliance Document or classes of Alliance Documents. The Members hereby grant the BoD the right to provide such Alliance Documents to third parties that shall use these documents in accordance with instructions provided by the BoD. Notwithstanding the previous sentence, Members are entitled to share the Alliance Document with their Affiliates.
- 13.5 No Member shall assert its copyright in any of its Contributions in relation to any Alliance Document against any party provided it is used in accordance with this Agreement and within the scope of the Alliance. Notwithstanding the foregoing, a Member has the right to assert its copyright in any of its Contributions in relation to any Alliance Document against any party that does not use it in accordance with this Agreement and within the scope of the Alliance
- 13.6 The BoD may designate a Regular Member or the Administrator (hereinafter referred to as “**Trademark Holder**”) to enter into a trademark licensing agreement for the Trademarks (hereinafter referred to as “**TLA**”) with the Trademark Owner. The terms and conditions of such TLA shall be negotiated solely by the BoD and the Trademark Holder shall before being appointed by the BoD declare in writing that it accepts such terms and conditions.
- 13.6.1 The Trademark Holder shall use the license granted by the Trademark Owner solely and strictly in accordance with the instructions provided by the BoD to the Trademark Holder. In particular, without limitation, the Trademark Holder shall:
- (a) use the Trademark for the Alliance only; and/or

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- (b) grant sublicenses under the Trademark; and/or
- (c) enforce the Trademark against third parties; and/or
- (d) agree on any changes, amendments or modifications in the TLA with the Trademark Owner; and/or
- (e) terminate or transfer the TLA with the Trademark Owner

solely and strictly in accordance with the instructions provided by the BoD in writing to the Trademark Holder from time to time.

13.6.2 The Alliance shall reimburse the Trademark Holder for all costs incurred by the Trademark Holder in connection with its obligations under this Agreement. The BoD shall determine a minimum lump-sum reimbursement of such costs from time to time but the Trademark Holder may request a reimbursement of any costs which exceed such minimum reimbursement.

13.7 The BoD shall draft Trademark Guidelines governing the use of the Trademarks by the Members, Community Members and third parties, in particular, without limitation, in connection with products implementing the Approved Digital Illumination Interface Specification. The BoD shall decide about defending, enforcing and/or licensing the Alliance Trademarks

#### 14 Asset Ownership

14.1 The BoD may, from time to time, designate a Regular Member and/or the Administrator as the owner of certain assets of the Alliance, such as, without limitation, test equipment, computers, software licenses (hereinafter “**Alliance Assets**”). The Regular Member and/or the Administrator designated to be the owner of such Alliance Assets (hereinafter “**Asset Holder**”) shall exercise all rights and obligations that arise in connection with the ownership of the Alliance Assets solely and strictly in accordance with instructions provided by the BoD from time to time.

14.2 The Asset Holder shall maintain and watch over the Alliance Assets with the same care and diligence that is exercised in the care and maintenance of its own assets. The Asset Holder shall exercise its best efforts to prevent the Alliance Assets from any loss or reduction of value or functionality. The Asset Holder shall, unless instructed otherwise by the BoD, grant all Members of the Alliance access to the Alliance Assets.

14.3 The BoD may instruct the Asset Holder to transfer the ownership of the Alliance Assets to another Regular Member or the Administrator at any time.

14.4 The BoD shall reimburse the Asset Holder for all costs incurred by the Asset Holder in connection with the ownership of the Alliance Assets.

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**15** Intellectual Property Rights Policy

Recognizing that the Alliance is an open participation organization whose activities are focused on encouraging the rapid advancement of the Digital Illumination Interface Specification this IPR Policy is designed to maximize widespread adoption of the Digital Illumination Interface Specifications. In furtherance of the objective of widespread adoption, the Digital Illumination Interface Alliance and its Members agree that barriers to industry use of the Approved Digital Illumination Interface Specifications should be limited as much as possible. Each Member agrees to the terms and conditions of the Intellectual Property Rights Policy (“**IPR Policy**”) as set forth in **Annex 6**.

**16** Anti-trust Compliance

The Members acknowledge that any standardization efforts may be subject to scrutiny under applicable anti-trust laws as being anti-competitive. The Members and the Alliance shall comply with all applicable antitrust laws at all times and all Members agree to the “Anti-Trust Policy” of the Alliance attached hereto in **Annex 7**.

**17** No Partnership and No Exclusivity

17.1 The Alliance is the base for co-operation between the Members, which are all independent legal entities representing different parts of the industry to which the Digital Illumination Interface Specifications relate. It is expressly agreed and acknowledged among the Members that this 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 Agreement.

17.2 Further, the Members hereby expressly agree and acknowledge that the relationship hereunder is non-exclusive, and nothing herein will prevent any Member from engaging in similar relationships or other standard-setting bodies with any other parties.

**18** No Warranties

NEITHER PARTY HERETO MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SOFTWARE, DOCUMENTATION, INTERFACES, SAMPLE IMPLEMENTATIONS, SPECIFICATIONS OR ANY OTHER ITEMS PROVIDED OR MADE AVAILABLE TO THE ALLIANCE OR ANY OTHER MEMBER, OR WITH RESPECT TO ANY STANDARD OR INTERFACE OR SPECIFICATIONS APPROVED, PROMOTED OR ENDORSED BY THE ALLIANCE OR ANY MEMBER OF THE ALLIANCE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY OF THE FOREGOING ITEMS DO NOT INFRINGE OR CONSTITUTE A MISAPPROPRIATION OF THE PROPRIETARY RIGHTS OF ANY THIRD PARTIES. EACH PARTY AGREES THAT ALL SUCH ITEMS ARE PROVIDED OR MADE AVAILABLE HEREUNDER "AS IS."

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**19** Limitation of Liability

Except for the indemnity obligations under Section 20 below, neither party shall be liable to the other for any indirect, special, exemplary, consequential, special, or punitive damages, including without limitation, lost profits even if advised of the possibility of such damages. In addition to the foregoing, with respect to any Member's participation in the Alliance, the Alliance shall not be liable to any Member for any direct, indirect, incidental, consequential, special or punitive damages including, without limitation, lost profits, sustained or incurred by the Member which are not attributable to the actions or inactions of the Alliance under this Agreement.

**20** Indemnification

A Member shall indemnify, defend and hold harmless the Alliance and its directors, officers, employees, representatives, agents, attorneys, successors and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, suits, proceedings, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from the Member's failure to materially comply with any of its obligations under this Agreement. The Indemnified Parties shall promptly notify the Member of any such claims, suits or proceedings and, at the Member's sole cost and expense, reasonably cooperate with the Member in the defense of such claims, suits or proceedings. Any Members' cumulative liability pursuant under this Agreement shall not exceed fifty thousand US-Dollars (USD 50,000).

**21** Confidentiality

21.1 The Members agree that all Confidential Information exchanged among them within the framework of the Alliance and in particular the conduct of the meetings of the Alliance Bodies and the Contributions disclosed by the Members within the Working Groups shall be kept confidential among them and shall not be disclosed by any Member to any third party. The foregoing shall not preclude the Alliance from issuing and licensing the Approved Digital Illumination Interface Specification in accordance with the Objectives of the Alliance and the provisions of this Agreement.

21.2 Each Member shall, for a period of 5 (five) years from the date of disclosure:

- (a) not use Confidential Information disclosed by any other Member for any purpose other than the Objectives of the Alliance; and
- (b) not disclose any Confidential Information disclosed by any other Member to any third party; and
- (c) restrict circulation of Confidential Information disclosed by any other Member to such of its Affiliates or its Affiliates' employees as have a strict need to know in connection with the Objective and who have been properly notified of the confidential nature of such information and the obligations concerning confidentiality pursuant to this Agreement; and

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- (d) not alter, decompile, disassemble, attempt to decipher or otherwise reverse engineer any software or any part thereof disclosed by any other Member, nor allow others to do so; and

Any breach by any employee of a Member or by any of its Affiliates of any obligation under to this Agreement shall be deemed a breach of that Party.

21.3 The confidentiality obligations under this Agreement shall not apply to that Confidential Information of which the Member concerned can demonstrate with dated documentary evidence that such Confidential Information:

- (a) was known and on record with it prior to the disclosure by the other Member(s);
- (b) is or becomes a part of the public domain without violation of this Agreement;
- (c) is lawfully obtained by the Member concerned from a third party without any breach of confidentiality or violation of law by such third party;
- (d) is developed by the member concerned independent of any disclosure by other Member(s).

21.4 All information (including all Confidential Information) disclosed by any Member shall remain the property of that Member. No Member shall acquire any right, licence or title with respect to any information (including Confidential Information) disclosed by any other Member under this Agreement or within the framework of the activities of the Alliance and its Working Groups.

21.5 All information disclosed by any Member within the framework of the activities of the Alliance or its Working Groups hereunder is provided on an "AS IS" basis, without any warranty regarding its accuracy, completeness, performance, fitness of the information for a particular purpose, non-infringement of third party rights, or otherwise. Save as explicitly provided to the contrary in this Agreement, no Member shall be liable for any damages of whatever nature (including without limitation, direct, indirect, consequential damages) which may result from the use thereof by other Members.

## 22 Competition Regulations

The Members may be combining unique experience and skills to create the Digital Illumination Interface Specifications and the Trademarks, and the purpose and objectives of the cooperation under this Agreement would be difficult to achieve through the independent efforts of each Member. The Members are committed to fostering open competition in the development and sales of products and services related to the Approved Digital Illumination Interface Specifications and the Trademarks. The Members also understand that in certain lines of business they may be direct

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competitors and that it is imperative that they and their representatives comply with all applicable competition rules and comply with the Anti-Trust Policy of the Alliance in Annex 7.

### **23** Term and Dissolution of the Alliance

- 23.1 This Agreement shall continue in full force and effect, except in respect of such Members as may previously have withdrawn or been removed, from the Effective Date without limit in point of time until the BoD and the General Assembly in accordance with the Voting Rules decide to terminate the Agreement (“**Dissolution**”). If the number of the Regular Members is reduced to one (1) or less the Alliance is deemed to be terminated (“**Automatic Dissolution**”) on the date of the penultimate Regular Member’s withdrawal.
- 23.2 In case of Dissolution or Automatic Dissolution (i) the last acting Treasurer shall settle the accounts of the Alliance and split the result, whether positive or negative, among the last three (3) Regular Members and (ii) the last acting General Manager shall procure the deletion of any remaining Alliance Trademark. Any copyrights in the Alliance Documents that may be vested in the three (3) Regular Members shall not be enforced.
- 23.3 In case of Dissolution or Automatic Dissolution the following provisions shall survive: Sections 1 (Definitions), 15 (Intellectual Property Rights), 16 (Anti-trust Compliance), 18 (No Warranties), 19 (Limitation of Liability), 21 (Confidentiality), 26 (Amendments), 28 (Governing Law and Forum), 29 (Language).

### **24** Assignment and Transfer

- 24.1 Without prejudice to Section 24.3 no Member shall be entitled to assign or transfer any of its rights, benefits or obligations under this Agreement to another Member or a third party without the prior written approval of the BoD decided in accordance with the Voting Rules.
- 24.2 A Change of Control in any Member shall not affect the rights, benefits or obligations of such Member under this Agreement.
- 24.3 In view of the announced separation of the Philips Group into two stand-alone companies, Philips shall have the right to assign the Agreement (“Assignment”), to any present or future affiliate of Philips to which Philips transfers all or substantially all of its Lighting business (“Assignment Entity”) in anticipation of the future separation of the Philips Group, subject to Philips providing written notice to the BoD, but without the need for the BoD’s consent. Upon the effective date and to the extent of the Assignment, Philips shall be released and discharged from all obligations and liabilities under this Agreement. Such release and discharge shall be complete and shall not be altered by the termination of the affiliation between Philips and the Assignment Entity. The BoD shall sign all necessary documents and provide all co-operation as necessary or desirable to effect the Assignment as requested by Philips.

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**25** Signing Procedure

Each founding Member shall have one (or if required more than one) duly authorized representative execute this Agreement and send an electronic copy (pdf-format) of the signed Agreement to all other founding members. For the avoidance of doubt: each founding Member may execute a different copy of the Agreement. It is not required that the signatures are made on the same document.

**26** Amendments

This Agreement may be modified only by a decision of the Regular Members in accordance with Section 10.3.2 and the Voting Rules as set forth in **Annex 3**, unless the decision about certain modifications of this Agreement are herein expressly reserved for another body of the Alliance. Any such modification of the Agreement shall be signed by the Chair BoD.

**27** Severability

Should any provision of this Agreement be or become invalid and/or unenforceable, this shall not affect the validity and/or enforceability of any other provision in this Agreement. In such a case the Members shall in good faith replace the invalid and/or unenforceable provision by a valid and enforceable provision which shall reflect the intention of the invalid and/or unenforceable provision as closely as legally possible.

**28** Governing Law and Forum

This Agreement and any legal matter between the Members arising hereunder shall be governed by and construed in accordance with the laws of Germany (excluding its conflict of laws rules). Disputes arising hereunder may be brought before the District Court (Landgericht) of Hamburg, Germany.

**29** **Language**

The language of the Alliance is English.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorised representatives on the days written below:

SIGNED FOR AND ON BEHALF OF [NAME of MEMBER]

SIGNATURE:

NAME:

POSITION:

Date:

## ANNEX 6

### Intellectual Property Rights Policy

Revisions approved by General Assembly on 1<sup>st</sup> March 2021:

#### Changes of IPR Policy

The Proposal suggests to change the rules on Licensing Objections and related provisions in the IPR Policy. First of all, in **Section 2.2.**, the communication of the beginning of the IPR Examination Phase should be clarified.

**Section 3.9** is proposed to be amended and according to the Proposal now requires the Member making licensing objection to include a written explanation as to how the identified IPR is essential for the Specification and answer technical questions of the BoD in this respect.

Furthermore, **Section 3.10** should be amended so that the BoD can request a duly executed Licensing Declaration from each Member and, if necessary, take legal steps to obtain such declaration. Until the final decision is made, the Member shall be obliged to license its essential IPR on RAND terms.

Furthermore, the **RAND RF** license should be deleted, since it has effectively never been chosen in previous IPR Declaration Phases.

**Annex 6.3.2** The BoD shall determine the IPR Examination Phase which shall be at least 30 days. So Annex 6, 3.2 shall be adjusted to say "prior to the end of the IPR Examination Phase".

Editorial: There are 2 consecutive 12.1.2 in 12 Approval Process Outline and so the following section numbers may also need to be changed. Correct, adjusted.

The section number after 13.6.1 in 13 Alliance Copyrights and Trademarks is 13.5. Correct, adjusted.

### Intellectual Property Rights Policy

Recognizing that the DALI Alliance is an open participation organization whose activities are focused on encouraging the rapid advancement of the DALI Specification this IPR Policy is designed to maximize widespread adoption of the DALI Specifications.

In furtherance of the objective of widespread adoption, the DALI Alliance and its Members agree that barriers to industry use of the Approved DALI Specifications should be limited as much as possible.

Each Member agrees to the terms and conditions of the Intellectual Property Rights Policy ("**IPR Policy**") as set forth herein:

#### 1. Definitions

All terms in capital letters shall be construed in accordance with the definitions of the Alliance Agreement, unless otherwise expressly stated in this Annex.

**"Licensing Declaration"** means a written declaration to be made by every Member within 30 (thirty) calendar days after the Finalization Declaration of the Board of Directors with regard to the DALI Specification which is subject to such Finalization Declaration, and which shall contain an irrevocable declaration whether the Member making such declaration



is willing to grant other Members and third parties a “RAND License” (as defined herein) under the Essential IPR owned and controlled by that Member and/or its Affiliates.

“**RAND License**” means a nonexclusive, worldwide, non-sublicenseable (except to its Affiliates), perpetual, royalty-bearing license to Essential IPR licensable by a Member without consent of and/or payment to any other Member and/or third parties, on fair, reasonable and non-discriminatory terms to make, have made, use, market, import, offer to sell, sell, directly or indirectly distribute or otherwise commercially exploit any product or part thereof, that implements and is compliant with the Approved DALI Specification.

## **2. Essential IPR Disclosure**

- 2.1 Each Member shall disclose whether such Member and/or any of its Affiliates has any Essential IPR relating to the applicable DALI Specifications or Approved DALI Specifications in due course whenever it becomes aware of owning such Essential IPR. Such disclosure shall be made in writing and identify the particular Intellectual Property Right in question as well as an explanation why the Member deems such Intellectual Property Right to be Essential IPR. The disclosure shall be made to the Board of Directors.
- 2.2 Together with the Finalization Declaration the Board of Directors shall communicate in writing to the Members the beginning of the IPR Examination Phase. Such Notice shall identify a date on which the IPR Examination Phase for the relevant Draft Specification begins, in accordance with Section 12.1.4 of the Alliance Agreement as well as the date on which the IPR Examination Phase ends. The end date of the IPR Examination Phase shall be at least 30 calendar days after the day on which it begins. During the IPR Examination Phase the Members shall perform reasonable efforts to identify any Intellectual Property Rights owned by them or their Affiliates that contain Essential IPR.
- 2.3 For the avoidance of doubt: The Members are obliged to disclose Essential IPR that they are aware of and shall perform reasonable efforts to assess whether any of their IPR is Essential IPR but nothing herein shall be construed as an obligation at the Members to actively search their IPR portfolios for Essential IPR.

## **3. RAND Licensing**

- 3.1 Each Member agrees to grant to each Member and to third parties a license under any Essential IPR on RAND terms and conditions, unless the Member has filed a Licensing Objection (as defined below) for such Essential IPR.
- 3.2 Each Member shall, prior to the end of the IPR Examination Phase as defined by the BoD under Section 2.2, submit a Licensing Declaration for such Draft Specification to the Board of Directors. A Licensing Declaration shall be made in writing, by submitting a completed IPR Declaration Form (as defined in Section 3.3 below) to the Board of Directors. If Member does not make a declaration prior to the end of the IPR Examination Phase then the Member shall be deemed to have issued a Licensing Declaration in accordance with Section 3.4.(a) is assumed by default.
- 3.3 The Board of Directors will, from time to time, provide a form that the Members shall use to make a Licensing Declaration (hereinafter referred to as “**IPR Declaration Form**”). The

IPR Declaration Form shall include a statement that the Member is granting a RAND License. The Members using the IPR Declaration Form shall not amend, change or otherwise modify these licensing options.

- 3.4 In its Licensing Declaration the Members shall indicate whether they are willing to grant a RAND License under their Essential IPR either:
  - (a) on a world-wide portfolio basis (all Essential IPR in all countries such rights are valid),  
or
  - (b) on a piece-meal basis (country-by-country, Essential IPR-by-Essential IPR)
- 3.5 If a Member selects to license its Essential IPR on RAND terms the details of such RAND License, in particular, without limitation, the applicable royalties in case of a RAND License, shall be negotiated between the parties of such licensing agreement.
- 3.6 All Members agree that a license is still reasonable and non-discriminatory, if the owner of the Essential IPR is only willing to grant a license only (i) for its entire portfolio of Essential IPR and (ii) for all countries in which such Essential IPR is valid. The Members agree that a RAND license does not require the owner of any Essential IPR to license such IPR on a country-by-country and/or patent-by-patent basis.
- 3.7 The declaration in accordance with Section 3.1 has to be made regardless whether or not the Member has disclosed Essential IPR to the Board of Directors or not. In case no Essential IPR has been disclosed the declaration shall nonetheless apply to all other Essential IPR that the Member owns or controls, unless a Licensing Objection (as defined below) has been filed.
- 3.8 If a Member prior to or during the IPR Examination Phase discovers that it or any of its Affiliates owns Essential IPR that is essential for a part of the DALI Specification which is not based on a Contribution made by itself, the Member may file a written notice to the Board of Directors, stating that it will not license such Essential IPR under this IPR Policy (herei referred to as **“Licensing Objection”**). Said written notice shall identify the relevant IPR and the relevant parts of the DALI Specification. After the end of the IPR Examination Phase no Licensing Objections can be made with regard to the DALI Specification which was subject to the Finalization Declaration that triggered such IPR Examination Phase.
- 3.9 A Licensing Objection must include a written explanation how and why the relevant IPR is essential for the relevant parts of the DALI Specification, otherwise the Licensing Objection shall be considered null and void.. Upon request of the BoD the Member making a Licensing Objection shall answer all technical questions with respect to the teaching of the patents identified in the licensing IPR and why they are essential to DALI Specification. Failure to provide such explanation in due course, at least within 30 calendar days as of the receipt of such request, shall be deemed as a withdrawal of the Licensing Objection. Upon receipt of a Licensing Objection the BoD shall in its discretion decide whether a modification of the proposed DALI Specification and/or the Approved DALI Specification is necessary and/or which steps need to be taken to facilitate the widespread adoption of the Approved DALI Specification. The BoD may decide to publish such Licensing Objection for review by the Members.
- 3.10 If a Member issues a Licensing Objection only after the end of the IPR Examination Phase, such Licensing Objection shall be deemed null and void. In this case the BoD shall have the

right to request a written, duly executed Licensing Declaration from the Member and, if such declaration is not provided within 15 calendar days as of such request being made by the BoD, initiate legal steps against the Member to obtain such a Licensing Declaration. Until the final decision of the competent court, the Member shall be obliged to license its Essential IPR on RAND terms as if it had issued a valid, duly executed Licensing Declaration.

#### **4. Submission of an Approved DALI Specification to a designated SDO**

- 4.1 The Members agree to be fully bound by and comply with their Licensing Declarations made hereunder also vis-a-vis any SDO that has adopted a DALI Specification.
- 4.2 The Board of Directors may forward the Licensing Declarations made by the Members to other SDOs if these organizations consider to adopt or have adopted a DALI Specification.
- 4.3 If an SDO adopts a DALI Specification the intellectual property rights policy of such SDO (hereinafter “**SDO IPR Policy**”) shall apply and be binding for the Members. In case of any contradiction or conflict between this IPR Policy and the SDO IPR Policy, such SDO IPR Policy shall prevail.

#### **5. Limitation of Licensing Obligations**

Nothing herein shall restrict the Members in the assertion, enforcement and/or licensing on different terms than a RAND License of

- (a) any intellectual property rights which are not Essential IPR against any other Member or third party with respect to any act the Member owning such intellectual property right deems an infringement of such intellectual property rights; and or
- (b) any Essential IPR against any act that the Member owning such IPR deems an infringement of such Essential IPR and that has no connection with making, having made, using, marketing, importing, offering to sell, selling, directly or indirectly distributing or otherwise commercially exploiting any product or part thereof, that implements and is compliant with the Approved DALI Specification

#### **6. Transfer of Essential IPR**

If a Member transfers Essential IPR to a third party such Member shall take all necessary measures to ensure that the third party acquiring the Essential IPR will respect and comply with all licensing commitments under this Agreement. In particular, the Member transferring Essential IPR to a third party shall ensure that the third party acquiring the Essential IPR will assume and fulfil all obligations of the Members under this Section 6.

#### **7. Miscellaneous**

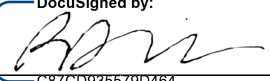
- 7.1 The Board of Directors may keep and publish a list of all IPR that has been declared as Essential IPR by the Members. The Board of Directors may publish the Licensing Declarations made by the Members hereunder.

7.2 Notwithstanding the above shall any IPR that has been declared by its owner as essential for a Reference Standard solely be subject to the intellectual property policy of the organization that created such Reference Standard.

\* \* \* \* \*

### Intellectual Property Rights Policy

Revisions approved by General Assembly on 1<sup>st</sup> March 2021:

DocuSigned by:  
  
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Date: 17-May-2021

Paul Drosihn, General Manager, DiiA