

TALQ Consortium Agreement

entered into by and between

Harvard Engineering plc

Dongguan Kingsun Optoelectronic Co., Ltd.

OSRAM AG

Koninklijke Philips Electronics N.V.

Schröder S.A.

Streetlight.Vision

and

Zumtobel AG

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TALQ Consortium Agreement

This charter for the TALQ Consortium including its annexes, hereinafter referred to as the "Agreement", has been made between the following parties:

Harvard Engineering plc, having its registered office in Normanton, Wakefield, United Kingdom, (hereinafter referred to as "Harvard"),

Dongguan Kingsun Optoelectronic Co., Ltd. having its registered office in Changping, Dongguan, Guangdong, People's Republic of China, (hereinafter referred to as "Kingsun"),

OSRAM AG, having its registered office in Munich, Germany, (hereinafter referred to as "Osram"),

Koninklijke Philips Electronics N.V., acting through its Intellectual Property & Standards department, having its registered office in Eindhoven, the Netherlands (hereinafter referred to as "Philips"),

Schröder S.A. having its registered office in Brussels, Belgium, (hereinafter referred to as "Schröder"),

Streetlight.Vision having its registered office in Paris, France, (hereinafter referred to as "Streetlight.Vision")

and

Zumtobel AG having its registered office in Dornbirn, Austria, (hereinafter referred to as "Zumtobel"),

Harvard, Kingsun, Osram, Philips, Schröder, Streetlight.Vision and Zumtobel hereinafter also individually referred to as "a Party" and collectively as "the Original Signatories".

WITNESSETH;

WHEREAS, the Original Signatories believe that the establishment of an industry standardized interface for the management of Outdoor Lighting Network Systems will benefit consumers by facilitating accelerated adoption of advanced features for Outdoor Lighting Network Systems; and

WHEREAS it is believed that such a standard will promote the compatibility and use of Outdoor Lighting Network Systems and Central Management Systems and will be beneficial for consumers and for the lighting industry; and

WHEREAS the Original Signatories desire to establish and participate in a consortium for this purpose and to be open for third parties to join the consortium who can make a meaningful contribution to the creation and/or promotion of the industry standard, and

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

1 Introduction

1.1 Definitions

The following terms have the meanings assigned to them below. Definitions may be used in plural or singular way.

"**Approved TALQ Specification**" means any TALQ Specification (or parts thereof) approved by the General Assembly in accordance with the terms and conditions of this Agreement.

"**Affiliated Company**", 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 or controlled by the business entity owning or controlling 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.

"**Associate Member(s)**" means any party that has joined the Consortium pursuant to Clauses 3.3 and 3.4, and whose membership has not ended or been terminated as provided for herein.

"**Associate Membership Agreement**" means the agreement in the form set out in Annex C hereto.

"**Automatic Dissolution**" shall have the meaning as provided for in Clause 19.2.

"**Central Management System**" means a device (whether hardware, software or combination thereof) which communicates with one or more Outdoor Lighting Network Systems to support the remote configuration, operation or management of luminaires, light sources, control/communication modules or other assets (e.g. sensors).

"**Commercial Requirements**" means the requirements for the TALQ Specifications set out in Annex A hereto, and any updated versions thereof as approved by the Steering Committee.

"**Confidential Information**" shall mean all information disclosed by any Party or any of its Affiliated Companies or sub-contractors pursuant to this Agreement that is labelled as "Confidential", "Secret" or similar qualification (or, in the case of intangible disclosure, is identified as being confidential at the moment of such disclosure and summarised in writing, labelled as "Confidential", "Secret" or similar qualification, and communicated to the receiving Party within 20 days after such intangible disclosure) shall be deemed to be confidential and shall hereinafter be referred to as "Confidential Information".

"**Consensus Decision**" means a decision supported by all of the votes cast. For purposes of the foregoing, an abstention shall not be counted as a vote.

"**Consortium**" means the Consortium named "TALQ Consortium", established and operated under this Agreement as a voluntary group of the independent Members, as provided further in Clause 3.

"Consortium Effective Date" means May 31, 2012.

"Contribution" means any input by any Member within the framework of the Consortium's activities, including proposing any additions, modifications and changes to the TALQ Specifications, or new TALQ Specifications or any portion thereof made on any medium.

"Dissolution" shall have the meaning as provided for in Clause 19.

"Eligible Member" shall mean a Member whose membership is not suspended due to being more than ninety (90) days late in paying its Membership Fee.

"Employee" means an individual employed under a contract to deliver services to a company irrespective of status under local law. An employee may, for instance work full time; part time, or on a freelance, or consulting basis. For avoidance of doubt, in case an individual delivers services to that company based on a contract with a third party, they are not an employee of the company hereunder.

"Essential Claim" shall mean in relation to an Approved TALQ Specification all those and only those claims of any IPR which are inevitably infringed when realizing, operating or using an interface compliant with that Approved TALQ Specification, provided and to the extent that the Approved TALQ Specification is within the Scope.

In case an Approved TALQ Specification explicitly provides more than one alternative to implement the standard, any claim essential to any of these alternatives shall be deemed essential.

Claims related to implementations of other recognized standards, not created by the TALQ Consortium and included in an Approved TALQ Specification by reference, shall not be Essential Claims.

"Essential IPR" shall mean in relation to a legal entity and any Approved TALQ Specification any IPR that (i) is or will be owned, controlled or licensable, subject to the next sentence, by that legal entity, any of its Affiliated Companies or any of its sub-contractors according to Clause 5.2 (such sub-contractors only insofar involved in setting that Approved TALQ Specification); and (ii) which comprises one or more Essential Claims in relation to that Approved TALQ Specification. Essential IPR shall not include IPR that when licensed pursuant to this Agreement would require a payment of royalties or other consideration by the legal entity granting such license ("Licensor") to any third party other than the Affiliated Companies and the sub-contractors in the meaning of Clause 5.2 of the Licensor.

"General Assembly" means the assembly of the Members as described in Clause 9.1.

"General Assembly Representative" shall have the meaning as defined in Clause 9.1.

"Intellectual Property Right" or "IPR" shall mean utility models, patents, and patent applications to the extent such applications issue as patents, anywhere in the world entitled to an effective filing date prior to or during the term of this Agreement.

"Licensed Product" means only those products (whether hardware, software, or combination thereof) which implement all portions of an Approved TALQ Specification required to establish an end-to-end connection with: (i) an Outdoor Lighting Network System or (ii) a Central Management System.

“**Logo**” means the TALQ mark which may be placed on a product if the product complies with the Logo Guidelines.

“**Logo Guidelines**” means the conditions for allowing products to carry the TALQ Logo.

“**Majority Decision**” means an affirmative vote of more than 50% of the total number of votes cast. For purposes of the foregoing, an abstention shall not be counted as a vote.

“**Member(s)**” means a reference to the Regular Members and Associate Members collectively or a reference to an individual Regular Member or Associate Member as the case may be.

“**Membership Fee**” has the meaning as defined in Clause 8.2.

“**Member’s Effective Date**” means, with respect to the Original Signatories, the Consortium Effective Date or the date on which such Original Signatory signed this Agreement, whichever date is later, and with respect to members that joined by signing a Regular Memberships Agreement or Associate Memberships Agreement, the effective date of that agreement.

“**Objectives**” mean the objectives of the Consortium as set forth in Clause 2.

“**Original Signatories**” has the meaning as defined above.

“**Outdoor Lighting Network System**” means a lighting controls network consisting of managed devices (e.g. luminaires, gateways, sensors, etc.).

“**Qualified Majority Decision**” means an affirmative vote of more than 65% of the total number of votes cast. For purposes of the foregoing, an abstention shall not be counted as a vote.

“**Quorum**” means the minimum percentage of Members participating in a vote required for making a valid decision; provided that only Members that have the right to vote on such decision shall be counted in the denominator in the calculation of such percentage.

“**Regular Member(s)**” means any Original Signatory of the Consortium that has executed this Agreement within one month after the Consortium Effective Date and is therefore a member of the Consortium, and any party that has joined the Consortium under Clause 3.1. Any Party whose membership has ended or been terminated as provided for herein is not a Regular Member any more.

“**Regular Membership Agreement**” means the agreement in the form set out in Annex B hereto.

“**Scope**” shall have the meaning as provided for in Annex E hereto.

“**Secretary General**” shall mean a person appointed by the General Assembly in accordance with Clause 12.1 hereof.

“**Steering Committee**” means the Steering Committee as described in Clause 10.1 below established as the day to day management body of the Consortium.

“**Steering Committee Member**” means a Regular Member serving on the Steering Committee in accordance with Clause 10.1.

"**Steering Committee Representative**" means a Steering Committee Member's appointed representative in the Steering Committee.

"**Voting Rules**" mean the rules for making decisions in the General Assembly, Steering Committee and the Work Groups as set out in Annex D, and modified from time to time as provided for herein.

"**Work Group**" means a work group of the Consortium established in accordance with the provisions set out in Clause 11.1 below.

"**TALQ Specification**" means the technical specifications to be developed by the Consortium. The basic requirements for the TALQ Specifications are outlined in Annex A hereto.

2 Objectives

2.1 The objectives of the Consortium are:

- (a) To define a standardized interface (i.e. Approved TALQ Specifications) for use between a Central Management System and Outdoor Lighting Network Systems, in accordance with the Scope, to enable compatibility of Outdoor Lighting Network Systems or Central Management Systems; and
- (b) To promote adoption of Approved TALQ Specifications by customers and by manufacturers; and
- (c) To enable product differentiation of Outdoor Lighting Network Systems and Central Management Systems with standardized interfaces; and
- (d) To organize verification, testing, and certification services in relation to the Approved TALQ Specifications, e.g. through qualified independent test labs; and
- (e) To promote the adoption of the Approved TALQ Specifications by one or more formal Standard Development Organization (SDOs), e.g. ISO/IEC, ANSI etc.

3 Membership

3.1 The Consortium shall be open for participation as Regular Member for any legal entity which demonstrates its ability and willingness to make an active and material contribution to the Objectives. In order for any legal entity to become a Regular Member of the Consortium after the Consortium Effective Date it must; (i) submit a written request by courier, or fax, for membership to the Secretary General; and (ii) correctly fill out, sign and include in the written request the Regular Membership Agreement as provided for in Annex B by a representative duly authorized to sign the Regular Membership Agreement. The entity will only be deemed a Regular Member upon fulfilment of both conditions and after the Regular Membership Agreement is countersigned by the Secretary General. The Secretary General shall countersign a correct application for Regular Membership without unnecessary delay. Furthermore the Secretary General shall sign the Regular Membership Agreements in the order of receipt.

- 3.2** The original copy of the executed Regular Membership Agreement shall be kept by the Secretary General on behalf of the Members. Each Regular Member shall be entitled to receive a copy of such Regular Membership Agreement by making a request to the Secretary General. The Secretary General shall keep a record of all third party applications for membership.
- 3.3** The Consortium shall also be open for participation by Associate Members. In order for any person or legal entity to become an Associate Member of the Consortium after the Consortium Effective Date it must; (i) submit a written request by courier, or fax, for associate membership to the Secretary General; and (ii) correctly fill out, sign and include in the written request the Associate Membership Agreement as provided for in Annex C by a representative duly authorized to sign the Associate Membership Agreement. The entity will only be deemed an Associate Member upon fulfilment of both conditions and after the Associate Membership Agreement is countersigned by the Secretary General. The Secretary General shall countersign a correct application for Associate Membership without unnecessary delay.
- 3.4** The original copy of the executed Associate Membership Agreement shall be kept by the Secretary General on behalf of the Members. Each Member shall be entitled to receive a copy of such Associate Membership Agreement by making a request to the Secretary General. The Secretary General shall keep a record of all third party applications for associate membership.
- 3.5** The Secretary General is herewith provided with the authority to countersign the Regular Membership Agreements and the Associate Membership Agreements on behalf of the Consortium.
- 3.6** No Affiliated Company of a Regular Member may become a Regular Member and the Member will as soon as possible inform the Secretary General if any of its Affiliated Companies has applied for Regular Membership or is already a Regular Member. The same shall apply in case of an acquisition by a Regular Member of another company which is a Regular Member. If an Affiliated Company of a Regular Member is also a Regular Member, then the Secretary General on behalf of the Steering Committee shall require one of them to withdraw immediately as Regular Member, failing which it shall change the membership of the last to join to Associate Member. For the avoidance of doubt, and notwithstanding any other provision herein, the Secretary General can refuse an application for membership by an Affiliated Company of a Regular Member.

4 Responsibilities of Members

- 4.1** Each Regular Member shall participate in the activities of the Consortium and shall actively promote the achievement of the Objectives. Specific recommendations or requirements for such promotion or achievement may be specified by the Steering Committee from time to time.
- 4.2** Each Regular Member shall assign representatives of appropriate qualification and experience for its participation in the activities of the Consortium.
- 4.3** The Members shall at all times act in good faith towards each other in the fulfilment of their obligations hereunder.

- 4.4** All rights and obligations under this Agreement become effective on the Member's Effective Date.
- 4.5** Nothing herein shall be interpreted to limit the right to participate in or to support research or development for any standard, whether or not competitive with any present or future Approved TALQ Specification; provided, however, that such participation or support may not interfere with the obligations hereunder.

5 Representation and right to use sub-contractors of members

- 5.1** Each Member can freely choose its representatives from all Employees of itself and its Affiliated Companies.
- 5.2** Each Member has the right to use sub-contractors for the performance of its obligations in a Work Group.
- 5.3** Any act or omission of a Member's Affiliate or subcontractor(s) within the scope of this agreement is attributable to the Member.

6 Withdrawal and Removal

- 6.1** Any Member may withdraw from the Consortium at any time by giving written notice to the Secretary General. The withdrawal shall be sent by registered mail and shall be effective upon the receipt thereof by the Secretary General. The Secretary General will promptly inform the Steering Committee.
- 6.2** The Steering Committee or its chairperson may initiate the termination of the membership of any Member from the Consortium in the event that:
- (a)** a Member has failed to pay its Membership Fee and the Membership Fee has been overdue for more than ninety (90) days regardless of whether the Member pays the Membership Fee after the ninety (90) day period; or
 - (b)** a Member becomes bankrupt or insolvent or discontinues business; or
 - (c)** a Member is in material breach of this Agreement, and has failed to cure the breach within 30 days following notice thereof. Without derogation from the generality of the foregoing, violation of Clause 17 (Confidentiality) or Clause 13 (Intellectual Property) shall be deemed material breaches.

- 6.3** Upon withdrawal or removal from the Consortium in accordance with Clauses 6.1 or 6.2, the ex-Member's rights and obligations under this Agreement shall cease, except that any obligation as a Member which accrued before such withdrawal or removal, including, but not limited to:
- (i) the obligations to grant licenses and licenses granted by such ex-Member (and its Affiliated Companies) under Clause 13 (Intellectual Property) prior to its withdrawal or removal as well as any undertaking not to assert certain rights as stipulated in Clause 13 (Intellectual Property),
 - (ii) the confidentiality obligations as provided for in Clause 17 (Confidentiality),
 - (iii) Clause 15 (No warranties) and
 - (iv) Clause 16 (Limitation of Liability), shall remain in full force and effect and survive its withdrawal or removal.

The obligation to grant licenses under Clause 13.1 shall not apply in relation to Approved TALQ Specifications approved by the General Assembly after the withdrawal or removal of said ex-Member becomes effective. Notwithstanding the foregoing, the obligation to grant licenses under Clause 13.1 shall survive in respect of claims based on a Contribution made by the ex-Member.

- 6.4** A Member that has withdrawn or is removed from the Consortium shall not be entitled to reimbursement of any costs or expenses incurred for the fulfilment of its commitments, obligations or rights in relation to this Agreement nor shall it be entitled to restitution of any Membership Fees paid or due.

7 Enforcement

- 7.1** Should the Steering Committee decide to initiate legal proceedings or make a claim against a Member or an ex-Member in relation to the breach of obligations of that Member or ex-Member or any third party in relation to the activities of the Consortium, the chairperson of the Steering Committee will notify all Members of the proposed proceeding and, subject to Clause 7.3, will assess which Member(s) is willing to participate as party in such proceeding or claim. In the event a Member is asked and accepts to represent the other Members who wish to be represented in such proceedings or claims ("Joining Members"), the Joining Members agree to execute the necessary authorization documents and provide full cooperation to such representing Member. As part of such cooperation, the Joining Members hereby agree that;
- (a) they will share among them (including the representing Member(s)) reasonable costs and expenses incurred by the representing Member(s) for such proceedings or claims and have joint and several liability to indemnify such representing Member(s) against any loss or damages suffered by such Joining Member(s) in such proceedings or claims, with the exception of the pro rata share of the representing Member; and
 - (b) such representing Member(s) shall, after deduction of reasonable costs and expenses for the proceedings, equally share with the Joining Members any amounts gained or recovered in such proceedings or claims.

- 7.2** Notwithstanding the foregoing, the Steering Committee may decide for specific cases that the Consortium bear the cost of enforcement measures as stipulated in Clause 7.1; in such case instead of the representing members sharing cost and amounts gained, any reasonable cost will be borne by the consortium and any proceeds collected shall be paid to the consortium by the representing member(s).
- 7.3** Notwithstanding Clause 7.1 above, a Member that voted against the decision to initiate legal proceedings, or that was not present and/or did not participate by proxy in the meeting at which a decision was taken in the sense of Clause 7.1 shall have no obligation to participate in any litigation without its express written consent, and such Member will not have any obligations under Clause 7.1 above. For cases in which applicable law requires the copyright holders (or holders of the right to use) to act collectively, the remaining members hereby authorize the representing member(s) to enforce their copyright on their behalf for the benefit of the consortium (however, they will not be required to bear the cost of such enforcement, which will be born as specified above).

8 Expenses and Membership Fees

- 8.1** Unless otherwise set forth in this Agreement, each Member shall bear its own costs incurred in performing its commitments, obligations and responsibilities as a Member in accordance with this Agreement.
- 8.2** Each Member shall pay the annual membership fees as set by the General Assembly. As per the Consortium Effective Date, the Membership Fee for Regular Members is fifteen thousand Euros (EUR 15,000) per annum, and the Membership Fee for Associate Members is five thousand Euros (EUR 5,000) per annum. The respective Membership Fees are due at the beginning of each calendar year for that year. Each Member shall pay the Membership Fees to the bank account designated by or on behalf of the Secretary General. The bank account shall be held with an international reputable bank. The bank account shall be interest bearing and the interest on such bank account shall accrue for the benefit of the Consortium.
- 8.3** The Membership Fees are intended to cover the following joint costs and expenses related to the Consortium;
- (a)** Costs related to the Secretary General if this function is fulfilled by a third party not being a representative of a Regular Member and costs made for the fulfilment of the tasks of the Secretary General which are performed and invoiced by a third party;
 - (b)** Costs related to the promotion of the Approved TALQ Specifications and maintenance of a dedicated website, press releases and TALQ Logo design;
 - (c)** Costs related to the trademark filing and prosecution of the TALQ Logo and costs related to the trademarks in general (including for example legal fees related to actions related to infringement, challenges or misuse);
 - (d)** Costs related to the organization of the certification and compliance testing, whereby it is however acknowledged that actual compliance testing of products will be for the account of the submitting party;
 - (e)** Enforcement costs as stipulated in Clause 7 as well as cost of general legal counsel; and

- (f) Any other costs and expenses which the General Assembly or Steering Committee determines to be in line with the Objectives; and
- (g) Costs related to the organization of meetings of the General Assembly, Steering Committee and Work Groups.

The Steering Committee is responsible for proposing an annual budget for approval by the General Assembly.

- 8.4** Should the Membership Fees not be sufficient for coverage of the costs and expenses stated in Clause 8.3, the General Assembly may decide, that the Membership Fees will be increased, however in line with the general principle that the fees will not become prohibitive or discriminatory.
- 8.5** Should the General Assembly determine that the Membership Fees are set at a level significantly higher than required for covering the costs as described in Clause 8.3, it should then decide to decrease the Membership Fees.
- 8.6** Should the Consortium have a surplus balance in cash and it is determined by the General Assembly, that some of these funds are not necessary for the Objectives of the Consortium, the General Assembly may determine that part of the surplus in funds will be returned to the Members. The calculation of the actual amount to be returned to the Members shall be based on the following principles:
- (i) duration of membership of the Member,
 - (ii) actual payments made by the Members,
 - (iii) pro rata calculation,
 - (iv) there will be no set off with Membership Fees,
 - (v) the Steering Committee will prepare a proposal for the return of surplus funds,
 - (vi) ex-Members shall not be entitled to any reimbursement.
- 8.7** Notwithstanding the foregoing, any new Member which joins the Consortium during the calendar year shall pay a pro rata Membership Fee with a minimum of twenty five percent (25%) of the annual Membership Fee, according to the following table:

Effective date of Membership Agreement	Pro rata percentage of Membership fee
January 1 up to and including March 31	100 %
April 1 up to and including June 30	75 %
July 1 up to and including September 30	50 %
October 1 up to and including December 31	25 %

- 8.8** The Membership Fees are to be paid annually and are due on January 1 of each calendar year. Notwithstanding the foregoing the Membership Fee (i) for the first calendar year is due within sixty (60) days following the Members Effective Date for the Original Signatories who have executed this Agreement, or (ii) for new Members not being Original Signatories the fees are due within thirty (30) days following the execution of the Regular Membership Agreement or Associate Membership Agreement.
- 8.9** With respect to expenses by the General Assembly, Steering Committee, Work Groups or Secretary General, all expenses need to be pre-approved by the Steering Committee, either by way of a pre-set budget or by means of individual approval.

- 8.10** The Secretary General shall provide regular (but at least annual) reports on the expenses and income of the consortium. This information shall be submitted to the General Assembly or to individual Regular Members after written request to the Secretary General.

9 General Assembly

- 9.1** The General Assembly shall consist of all Members of the Consortium. Each Member shall name a representative ("General Assembly Representative"), as well as a deputy representative ("Deputy General Assembly Representative"), who may serve on the General Assembly in the absence of the General Assembly Representative. Each Member shall be at liberty to replace its General Assembly Representative and Deputy General Assembly Representative at any time by written notice (letter, fax, email) to the chairperson of the General Assembly and the Secretary General.
- 9.2** The General Assembly shall meet at least once per calendar year. A General Assembly meeting will also be held within thirty (30) days when so requested in writing to the chairperson of the General Assembly by
- i) the chairperson of the Steering Committee
 - ii) the Secretary General
- ii) or in the event three (3) or more Regular Members request for a General Assembly meeting.
- 9.3** The chairperson of the Steering Committee or the Secretary General can submit agenda items to the chairperson of the General Assembly and these items will be part of the General Assembly meeting. In the event a Regular Member wishes to have an agenda item on the agenda of the next General Assembly meeting, the chairperson of the General Assembly shall place such item on the agenda.
- 9.4** General Assembly meetings will be held at the date, time and place as decided by the chairperson of the General Assembly, whereby the principle is that the place of the meeting will rotate mainly between Europe, Asia and North America, provided a Member has offered to host. The chairperson of the General Assembly shall notify each General Assembly Representative at least twenty-one (21) days in advance. Agenda's for such meetings will be circulated in advance to the General Assembly Representatives at least one week prior to the meeting. Notwithstanding the foregoing, meetings may be held by any combination of audio conferencing or video conferencing, or in person; in any case audio conferencing access via telephone dial-in will be provided. The expenses related to the organization of a General Assembly meeting will be paid from the Membership Fees. For the avoidance of doubt costs related to travelling, accommodation, telephone costs, food, hours spent, are to be borne by the Members.
- 9.5** The General Assembly and its chairperson(s) will perform as provided in Annex H in the specification approval process. The General Assembly has the power of final decision respecting the TALQ Specifications as set out in Annex H.

- 9.6** The voting rules for decisions of the General Assembly are set out in Annex D. The General Assembly 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. Each Eligible Regular Member shall have one vote at General Assembly meetings, provided the Member was represented in at least two out of the previous three General Assembly meetings. Associate Members do not have voting rights.
- 9.7** Votes cast by e-mail are valid and effective. Decisions may be validly taken either during or outside a General Assembly meeting. A vote taken outside the context of a General Assembly meeting is valid provided that: (a) the voting was initiated by the chairperson of the General Assembly and (b) at least 21 days was allowed for voting, provided that the chairperson may declare the voting closed at any time if the votes then cast are sufficient to decide the matter in accordance with the Voting Rules.
- 9.8** The General Assembly shall in first instance elect from the representatives of the Regular Members a chairperson and in second instance a vice-chairperson (i.e. in two separate voting procedures) in accordance with Annex G. Such election shall take place at the first meeting of the General Assembly each year promptly following the anniversary of the first General Assembly meeting. The Original Signatories shall appoint an interim chairperson to serve from the Consortium Effective Date until the first election of chairperson of the General Assembly. The Member from which a chairperson or a vice-chairperson was elected may name a replacement representative who shall exercise the voting rights of the Member in the place of the original representative. The General Assembly may anytime discharge the chairperson(s) by appointing new one/new ones in accordance with the foregoing.
- 9.9** A resigning chairperson or vice-chairperson must remain in position until a successor has been elected by the General Assembly. Notwithstanding the foregoing, the office of an elected chairperson or vice-chairperson shall become vacant on the effective date of withdrawal or removal of the Member by which he is employed. In the event the chairperson or vice-chairperson resigns, or is no longer in function for any reason, the General Assembly will elect a new chairperson and or vice-chairperson at the next General Assembly meeting.
- In the event (i) the chairperson has relinquished its position the vice-chairperson shall organize the General Assembly meeting, or (ii) the chairperson and vice-chairperson have relinquished their position simultaneously the Secretary General shall organize the General Assembly meeting.
- 9.10** The minutes of the General Assembly meetings shall be kept by the chairperson (or his delegate) and these minutes shall be promptly distributed to all Members.
- 9.11** The General Assembly may decide to submit an Approved TALQ Specification to a standards development organization (SDO).

10 Steering Committee

- 10.1** The Steering Committee shall be the body in charge of the day to day management of the Consortium. Only Regular Members may serve on the Steering Committee.

The first Steering Committee Members shall be the Original Signatories. Until the first election of Steering Committee Members any party becoming a Regular Member may also serve on the Steering Committee.

The first election of the Steering Committee Members (in line with Annex F) shall take place at the first General Assembly meeting after January 1st, 2013. From that election the Steering Committee consists of a maximum of nine (9) Regular Members. The rules as provided for in Annex F shall govern such elections. Thereafter the Steering Committee Members shall each year be elected during the General Assembly meeting which is promptly held after each anniversary of the first election of the Steering Committee. The General Assembly may decide to change the maximum number of Steering Committee Members.

- 10.2** Each Steering Committee Member shall name (from among its or its Affiliate's Employees) a representative ("Steering Committee Representative"), as well as a deputy representative, who may serve on the Steering Committee in the absence of the Steering Committee Representative. Each Steering Committee Member shall be at liberty to replace its Steering Committee Representative and deputy representative at any time by written notice (letter, facsimile, e-mail) to all the other Steering Committee Representatives and the Secretary General.
- 10.3** The Steering Committee shall meet when requested by the Secretary General or any of the (deputy) Steering Committee Representatives in writing to all the other Steering Committee Representatives. Notwithstanding the above, Steering Committee meetings will be held at least once per calendar quarter, with the date, time and place of each meeting as decided by the chairperson of the Steering Committee. The principle with respect to the place of the meeting is that the place shall rotate mainly between Europe, Asia and North America; however the composition of the Steering Committee is decisive in where the meetings will be (i.e. pro-rata with the continent of the principle place of business of the Steering Committee Members). Meetings may be held by any combination of audio conferencing or video conferencing, or in person, in any case audio conferencing access via telephone dial-in will be provided. The chairperson of the Steering Committee shall notify each Steering Committee Representative at least twenty-one (21) days in advance. Agenda's for such meetings will be circulated at least two days in advance to the Steering Committee Representatives. The Steering Committee can also meet on shorter notice with the agreement of all Steering Committee Representatives.
- 10.4** Each Steering Committee meeting will be hosted by one of its Steering Committee Members. Hosting of Steering Committee meetings shall rotate among its members in accordance with a schedule as determined by the Steering Committee. The expenses related to the organization of a Steering Committee meeting will be paid from the Membership Fees. However, in accordance with Clause 8.1, the individual costs related to travelling, accommodation, telephone costs, food, hours spent, etc., shall be borne by the Steering Committee Members themselves. Each Steering Committee Member has a right to participate in such meetings and shall make reasonable efforts to attend all the Steering Committee meetings. Each Regular Member may listen in on Steering Committee meetings as an observer.
- 10.5** Each Steering Committee Member has one vote at Steering Committee meetings. The Steering Committee Members shall take reasonable efforts to ensure that decisions are taken on the basis of consensus, however in case there is no consensus the decisions will be taken in accordance with the Voting Rules specified in Annex D.

- 10.6** Votes cast by e-mail are valid and effective. Decisions may be validly taken either during or outside a formal Steering Committee meeting. A vote taken outside the context of a formal Steering Committee meeting is valid provided that: (a) the voting was initiated by the chairperson of the Steering Committee and (b) at least 14 days was allowed for voting provided that the chairperson may declare the voting closed at any time if the votes then cast are sufficient to decide the matter in accordance with the Voting Rules.
- 10.7** The Steering Committee shall in first instance elect a chairperson and in second instance a vice-chairperson (i.e. in two separate voting procedures) in accordance with Annex G. Such election shall take place each time a new Steering Committee is elected. The Regular Member from which a chairperson or a vice-chairperson was elected may name a replacement representative, who shall exercise the voting rights of the Member in the place of the original representative. The Steering Committee may anytime discharge the chairperson(s) by appointing a new one/new ones in accordance with the foregoing. As stipulated in Clause 12.3, the chairperson is one of the two spokespersons of the consortium.
- 10.8** A resigning chairperson or vice-chairperson must remain in their position until a successor has been elected by the Steering Committee. Notwithstanding the foregoing, the office of an elected chairperson or vice-chairperson shall become vacant on the effective date of withdrawal or removal of the Member by which he is employed. In the event the chairperson or vice-chairperson resigns, or is no longer in function for any reason, the Steering Committee will elect a new chairperson and or vice-chairperson at the next Steering Committee meeting. In the event (i) the chairperson has relinquished its position the vice-chairperson shall organize the Steering Committee meeting, and (ii) the chairperson and vice-chairperson have both relinquished their position the Secretary General shall organize the Steering Committee meeting.
- 10.9** Minutes of the Steering Committee meetings shall be kept by the chairperson (or his delegate) during all meetings of the Steering Committee, and minutes shall be promptly distributed to the Regular Members.
- 10.10** If a Steering Committee Member withdraws or is removed as a Regular Member, the vacancy of the membership of the Steering Committee is to be filled at the next regularly scheduled election.
- 10.11** The Steering Committee and its chairperson(s) will perform as provided in Annex H in the specification approval process.
- 10.12** Decisions relative to the issuance and content of press releases on behalf of the TALQ Consortium are a responsibility of the Steering Committee.
- 10.13** The decision to put a Member on notice of material breach is a responsibility of the Steering Committee.
- 10.14** The nomination of a candidate for Secretary General for approval by the General Assembly is a responsibility of the Steering Committee. The details of the contracts with the Secretary General, in case such Secretary General is not employed by a Member, shall be determined and decided by the Steering Committee.
- 10.15** The Steering Committee shall have the power to decide on any matter within the scope of this Agreement not specifically attributed to another body.

11 Work Groups

- 11.1** The Steering Committee may establish or dissolve Work Groups. Regular Members are entitled, but not obliged, to participate in any Work Group. When participating, they can choose their representatives for the Work Group in accordance with Clause 5. All Regular Members participating in any Work Group shall work constructively towards achievement of the charter of the Work Group and the Objectives in general.
- 11.2** The Steering Committee shall, when establishing a Work Group, determine the specific technical field of activity and objectives, work procedures (including, but not limited to roadmap and timetable, as well as the conditions under which the chairperson can invite additional participants e.g. external experts) and chairperson and vice-chairperson of such Work Group.
- 11.3** The Steering Committee shall provide to all Regular Members timely notice of the formation of each Work Group as well as its technical field of activity, objectives and work procedures. This may be included in the minutes of the Steering Committee meeting.
- 11.4** Each Work Group shall have regular meetings of a frequency appropriate to meet the objectives provided by the charter and the work procedures of the Work Group. Date, time and place of Work Group meetings shall be determined by the chairperson of the Work Group. Meetings may be held by any combination of audio conferencing or video conferencing, or in person, in any case audio conferencing access via telephone dial-in will be provided.
- 11.5** The Regular Members who are part of the Work Group shall attempt to reach consensus on all decisions. If it is not possible to reach consensus in a timely manner, the chairperson of the Work Group shall be entitled to initiate a vote. The Regular Members in the Work Group shall only have voting rights for decisions taken within the Work Group, if (i) that Regular Member is an Eligible Member, and (ii) the Regular Member was represented in the Work Group in at least two out of the last three (3) meetings prior to the meeting in which the voting takes place.
- 11.6** Votes cast by e-mail are valid and effective. Decisions may be validly taken either during or outside a formal Work Group meeting. A vote taken outside the context of a formal Work Group meeting is valid provided that: (a) the voting was initiated by the chairperson of the Steering Committee and (b) at least 14 days was allowed for voting, provided that the chairperson may declare the voting closed at any time if the votes then cast are sufficient to decide the matter in accordance with the Voting Rules.
- 11.7** Work Groups shall make regular reports of their activities and submit these to the Steering Committee. The Work Groups shall also provide their (draft) TALQ Specifications, if any, to the Steering Committee for approval.

12 Secretary General

- 12.1** The General Assembly may approve or reject a candidate for Secretary General nominated by the Steering Committee. Appointment of the Secretary General shall take place at the first meeting of the General Assembly and every two years promptly following the second anniversary of the first General Assembly. The Original Signatories shall appoint an interim Secretary General to serve from the Consortium Effective Date until the first meeting of the General Assembly. The General Assembly may anytime discharge the Secretary General by appointing a new one in accordance with the foregoing.
- 12.2** The tasks of the Secretary General are to:
- (a)** promote and facilitate communication between the Members and between the various organs of the Consortium,
 - (b)** liaise with other standardisation bodies for the benefit of the Consortium in line with the Objectives,
 - (c)** be responsible for the financial administration of the Consortium,
 - (d)** provide the General Assembly and Members with financial reports as defined in Clause 8.10,
 - (e)** execute contracts with any third party after the relevant approval,
 - (f)** sign cheques on behalf of the Consortium according to guidelines set by the Steering Committee, and
 - (g)** perform any other task as provided for herein or task appointed by the Steering Committee or General Assembly.
- 12.3** The chairperson of the Steering Committee and the Secretary General shall be the official spokespersons for the Consortium. They will coordinate their spokesperson activities, including liaisons with other standardisation bodies.
- 12.4** The Secretary General shall report to the chairperson of the Steering Committee and shall have no further authority to bind the Consortium than explicitly provided herein.
- 12.5** If the Secretary General is not employed by a Member, his reasonable salary costs will be paid from the Membership Fees. The Secretary General may contract with third parties subject to prior approval of the Steering Committee to perform tasks related to Clause 12.2(c) and other administrative functions, and the costs related thereto shall be paid for from the Membership Fees.

13 Intellectual Property Rights

- 13.1** Each Member shall grant and shall cause its Affiliated Companies and its and their respective sub-contractors (as provided for in Clause 5.2) to grant, on written request, a non-exclusive, non-transferable, world-wide license, without the right to grant sub-licenses, under the Essential Claims of Essential IPR of that Member, its Affiliated Companies and its and their respective sub-contractors (as provided for in Clause 5.2) under reasonable and non-discriminatory terms for commercially exploiting Licensed Products to the other Members and their Affiliated Companies and to any third party offering normal indicia of solvency and good faith. The licenses granted under this clause 13.1 need not extend to any part or function of a product in which a Licensed Product is incorporated that is not itself a Licensed Product. For the avoidance of doubt: (i) only Essential Claims fall within the scope of this undertaking, and (ii) commercial exploitation shall include, but is not limited to the, developing, having developed, making, selling, offering for sale, importing or otherwise disposing of, and having made Licensed Products and components for the foregoing.

All obligations to grant licenses hereunder are subject to the condition that the party enjoying such license shall in turn grant and cause its Affiliated Companies and its and their respective sub-contractors (as provided for in Clause 5) to grant a non exclusive, worldwide, non transferable license, without the right to grant sub-licenses, of equivalent scope and on equivalent conditions under their Essential Claims of Essential IPR to such Member and its Affiliated Companies and its and their sub-contractors as well as to all other Members, their Affiliated Companies and their respective sub-contractors and to any third party offering normal indicia of solvency and good faith.

- 13.2** No Member shall be required under this Agreement to grant or cause any of its Affiliated Companies or its and their respective sub-contractors (as provided for in Clause 5.2) to grant a license under any claim of any IPR or other patent or patent application that is not an Essential Claim.

Copyright

- 13.3** The copyright in any TALQ Specification, as a compilation, shall be jointly owned by the Regular Members. If a Regular Member withdraws or is removed from the Consortium pursuant to Clause 6, such Member shall forfeit its share in the ownership of the copyright in the compilation (but not the copyright to its own Contribution) to the remaining Members. No Member may transfer its interest in an Approved TALQ Specification unless (i) approved by the Steering Committee and (ii) the transferring Member has bound the receiving party to the provisions of this agreement regarding the copyrights (for avoidance of doubt, this shall include but not be limited to all obligations of Clauses 13.5).
- 13.4** No Member shall distribute, or authorize the distribution of TALQ Specifications or Approved TALQ Specifications to any non-member of the Consortium without prior formal approval by the Steering Committee. Notwithstanding the previous sentence, Members are entitled to share the TALQ Specifications and Approved TALQ Specifications with their Affiliated Companies and their respective sub-contractors. A Work Group chairperson may share a draft TALQ Specification under discussion in his Work Group with invited participants, if deemed necessary to meet the objectives set by the charter of the Work Group.

- 13.5** No Member shall assert its copyright in any of his Contributions in relation to any TALQ Specification or Approved TALQ Specification in a manner that hinders implementation, distribution or promotion of such Specification.
- 13.6** A Member shall only assert its copyright in the compilation if requested by the Steering Committee. The Steering Committee may accompany its request with an offer to reimburse costs related to the assertion.

Trademark

- 13.7** Except as provided in Clause 17.9, no Member shall use the name or trademarks of any other Member or of any employee of another Member, or any adaptation of such name or marks, in any advertising, promotional or sales literature or other publicity, without the prior written approval of the other Member. In this Clause 13.7, reference to a Member shall include the Affiliated Companies of that Member.
- 13.8** The Steering Committee may select a trademark to be used as the Logo for indicating Outdoor Lighting Network Systems, Central Management Systems and components that are compliant with any of the Approved TALQ Specifications, and may appoint a Regular Member (“Appointed Trademark Owner”) to prepare, file, prosecute and maintain the trademark on behalf of and for the exclusive benefit of the Consortium. The Appointed Trademark Owner shall execute requests of the Steering Committee in regard to the trademark unless they are in contradiction with this Agreement. When and to the extent reasonably requested in writing by the Appointed Trademark Owner, the other Members shall support and assist the appointed owner in its tasks relating to prosecution, maintenance and opposition or revocation proceedings against the trademark. The Appointed Trademark Owner and the assisting Members, if any, will be reimbursed by the Consortium for the related costs. The Appointed Trademark Owner shall not assign ownership of the trademark except on instructions of the Steering Committee. If requested by the Steering Committee, the ownership shall be transferred as soon as possible and whereby it is furthermore agreed that the consideration for the trademark shall be no more than 1 Euro. The costs (including fiscal costs) associated with the transfer of the trademark shall be for the account of the Consortium.
- 13.9** Neither the Appointed Trademark Owner nor any other Regular Member shall assert the trademark in relation to the Consortium or Licensed Products provided that the trademark is used in accordance with the Logo Guidelines issued by the Steering Committee.
- 13.10** The Appointed Trademark Owner or any other Regular Member shall be entitled to assert the trademark only after prior consent of the Steering Committee. When approving such assertion, the Steering Committee may decide that the asserting Regular Member will be reimbursed for certain of its costs incurred related to the assertion.
- 13.11** The Steering Committee may request a Work Group to prepare a Logo and Logo Guidelines. The Logo Guidelines and Logo will need to be approved by the Steering Committee. Once approved the Steering Committee shall submit the Logo and the Logo Guidelines to the General Assembly for approval.

General Provisions

13.12 In the event of the withdrawal or removal of a Member from the Consortium, such ex-Member's undertakings and rights under this Clause 13 shall remain in full force and effect and shall survive its withdrawal or removal, but regarding Clause 13.1 and 13.2 only with respect to Approved TALQ Specifications approved according to Clause 10.11 and Annex H prior to said removal or withdrawal, including any bug fix, correction or similar non-material change thereof, even where such non-material change occurs after such withdrawal or removal.

13.13 Nothing in this Agreement shall be construed as:

- (a) imposing on any Member any obligation to instigate any suit or action for infringement of any of its IPR or to defend any suit or action brought by a third party challenging the validity of any such IPR. No Member shall have hereunder the right to instigate any such suit or action for infringement of any of the other Members' IPR or to defend any such suit or action challenging the validity of any such IPR;
- (b) imposing any obligation to file any IPR or to secure any patent or to maintain any IPR in force;
- (c) conferring any license or right to copy or imitate the appearance and/or design of any product of any Member or its Affiliated Companies, except to the extent absolutely required in order to comply with an Approved TALQ Specification;
- (d) a warranty or representation by either Member as to the validity or scope of any of its IPR;
- (e) a warranty or representation that any Licensed Product, irrespective of whether or not it is compliant with any Approved TALQ Specification, is, or will be, free from infringement of any claim other than the Essential Claims or other intellectual property rights of any Member or third parties;
- (f) unless otherwise provided in this Agreement, an obligation to provide any manufacturing or technical information, or any information concerning pending patent applications;
- (g) granting by implication, estoppel, or otherwise any licenses or rights under any IPR or any other than explicitly provided in this Agreement;
- (h) conferring a right to use in advertising, publicity or otherwise, any trademark or trade name of any Member or its Affiliated Companies.

13.14 Members hereby acknowledge that the sale or other disposal of Outdoor Lighting Network Systems and Central Management Systems and components conforming to Approved TALQ Specifications and the distribution of Approved TALQ Specifications may be subject to the laws and regulations relating to the export of Outdoor Lighting Network Systems and Central Management Systems and components. Without limitation, each Member shall comply with all such laws and regulations. No Member shall be obliged to indemnify any other Member against any claim or damages resulting from any conduct in contravention of the aforementioned export control laws and regulations.

14 No Exclusivity

- 14.1** The Consortium is the base for co-operation between the Members, which are all independent legal entities representing different parts of the industry to which the Approved TALQ 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.
- 14.2** Further, the Members hereby expressly agree and acknowledge that the relationship hereunder is non-exclusive.

15 No Warranties

Nothing contained in this Agreement shall be construed as a warranty by any Member as to the fitness for any particular purpose of any Contribution, nor with regard to the absence of infringement of any third party intellectual property rights in relation to any Contribution made by it or by any other Member.

16 Limitation of Liability

Except in cases of wilful misconduct, gross negligence, breach of confidentiality under Clause 17 and except to the extent provided under mandatory provisions of applicable law, no Member shall be liable to the other Members for any damages of whatever nature (including loss of use, loss of profits, loss of data, loss of revenue, nor for any special, punitive, incidental, indirect or consequential loss or damage) and howsoever arisen resulting from the participation in the activities of the Consortium in accordance with this Agreement.

17 Confidentiality

- 17.1** The Members agree that all Confidential Information exchanged among them within the framework of the Consortium, and in particular the conduct of the meetings of the various Work Groups and the Contributions made and disclosed by the Members within the Work Groups shall be kept confidential among them, their Affiliated Companies, sub-contractors as set out in Clause 5 and third parties invited in accordance with 11.2 (“Authorized Parties”), and shall not be disclosed by any Member to any third party. For the avoidance of doubt, the same applies for meetings of the Steering Committee. The foregoing shall not preclude the Consortium from issuing the Approved TALQ Specification in accordance with the Objectives of the Consortium and the provisions of this Agreement.

- 17.2** Without prejudice to any other provision of this Agreement, each Member shall, for a period of 3 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 Consortium; and
 - (b)** not disclose any Confidential Information disclosed by any other Member to any party except Authorized Parties; and
 - (c)** restrict circulation of Confidential Information disclosed by any other Member to such of its or its Affiliated Companies' employees and sub-contractors (as set out in Clause 5) as have a strict need to know in connection with the Objectives and who have been properly notified of the confidential nature of such information and the obligations concerning confidentiality pursuant to this Agreement and are themselves bound towards the respective Member or its Affiliate Company contracting with them to confidentiality of a reasonable standard; and
 - (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
- 17.3** Any breach by any employee of a Member or by any of their Affiliated Companies or sub-contractors of any obligation under to this Agreement shall be deemed a breach of that Member.
- 17.4** The confidentiality obligations under this Agreement shall not apply to that Confidential Information of which the Member concerned can demonstrate 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 or any of its Affiliated Companies concerned independent of any disclosure by other Member(s).
- 17.5** Unless otherwise agreed herein, Confidential Information disclosed by any Member shall remain the Confidential Information of that Member and no Member shall acquire any right, licence or title with respect to any Confidential Information disclosed by any other Member under this Agreement or within the framework of the activities of the Consortium and its Work Groups. Insofar as Confidential Information hereunder is at the same time a Contribution by a Member and becomes part of an Approved TALQ Specification, the rules set out herein for the specification (especially Approved TALQ Specification) shall take precedence over the provisions of this Clause 17.
- 17.6** All information disclosed by any Member, within the framework of the activities of the Consortium or its Work 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.
- 17.7** Unless specified explicitly in this Agreement, nothing in this Agreement shall obligate any Member to disclose any information to another Member or enter into any other agreement with another party(ies).

- 17.8** The Members will adhere to all applicable laws and regulations governing international data transfer, and will not export or re-export any technical data or products received from a Member(s), or the direct product of such technical data, to any proscribed country under such regulations.
- 17.9** It shall not be a violation of this Agreement for any Member to publicly announce, after the initial public announcement of the Consortium, that it or any other Member is a member of the Consortium or to indicate the type of membership such party has.

18 Competition Regulations

- 18.1** The Members may be combining unique experience and skills to create the Approved TALQ Specifications and the TALQ Logo, 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 TALQ Specifications and the TALQ Logo. The Members also understand that in certain lines of business they may be direct competitors and that it is imperative that they and their representatives comply with applicable competition law rules. In particular, but without limitation, in relation to activities within the framework of the Consortium, the Members:
- (a)** will not exchange any competitively sensitive information including the price of their (or their Affiliated Companies) products or services, the costs of their (or their Affiliated Companies) products or services, or the terms and conditions under which such products or services are sold;
 - (b)** will not enter into any agreement or engage in conduct which leads to price-fixing, market sharing or exclusion or other anti-competitive conduct;
 - (c)** will provide reasonable and non-discriminatory access to the Approved TALQ Specification and TALQ Logo; and
 - (d)** will adhere to the objects outlined in the written agendas for Consortium, Steering Committee and Work Group meetings which they will attend in compliance with applicable competition law rules and the provisions of this Clause 18; and
 - (e)** will comply with the code of conduct of the Consortium which will be set by the Steering Committee.

19 Dissolution and Survival

- 19.1** This Agreement shall continue in full force and effect, except in respect of such Members as may previously have acceded, withdrawn or been removed under Clause 6, from the Consortium Effective Date without limit in point of time until the Members in the General Assembly agree to terminate the Agreement (“Dissolution”).
- 19.2** Notwithstanding Clause 19.1 above, the Consortium shall be deemed dissolved without any act or decision of the General Assembly to that effect being required (“Automatic Dissolution”), if

- (a) no Approved TALQ Specification exists with effect from the second anniversary of the Consortium Effective Date, unless the General Assembly decides otherwise, or
- (b) the number of Members has fallen below five for more than three (3) months.

19.3 In case of Dissolution of the Consortium or in case of withdrawal or removal of a Member, the following Clauses shall survive: Clauses 1.1 (Definitions), 6.3, 8.1 (carry own costs), 13 (Intellectual Property), 15 (No Warranties), 16 (Limitation of Liability), 17 (Confidentiality), 19.3 (Survival of Provisions) and 22 (Governing Law).

20 Assignment and Transfer

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 Steering Committee.

21 Amendments

This Agreement may be modified only by a written document duly signed by all the Members and referencing this Agreement.

22 Governing Law and Forum

This Agreement shall be governed by and construed in accordance with the laws of Germany (excluding its conflict of laws rules). The courts of Hamburg shall have exclusive jurisdiction in case of dispute.

23 Language within Consortium

The language of the Consortium (including Workgroups, Steering Committee and General Assembly) is English. This means for the avoidance of doubt that all communication will be in the English language.

24 Severability

Should any provision of this Agreement be finally determined void or unenforceable in any judicial proceeding, such determination shall not affect the operation of the remaining provisions hereof.

25 Coming into force

This Agreement shall come into force when signed by at least five parties. For the avoidance of doubt, if an Original Signatory fails to sign within one month after the Consortium Effective Date it may nonetheless join at a later date in accordance with Clause 3.1.

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

Harvard Engineering plc

Signature:

Name:

Title:

Date:

Dongguan Kingsun Optoelectronic Co., Ltd.

Signature:

Name:

Title:

Date:

OSRAM AG

Signature:

Name:

Title:

Date:

OSRAM AG

Signature:

Name:

Title:

Date:

Koninklijke Philips Electronics N.V.

Signature:

Name:

Title:

Date:

Schröder S.A.

Signature:

Name:

Title:

Date:

Streetlight.Vision

Signature:

Name:

Title:

Date:

Zumtobel AG

Signature:

Name:

Title:

Date:

Annex A

Requirements for TALQ Specifications

[Insert document here]

Annex B

Regular Membership Agreement

PARTIES:

- (1) The current Members; and
- (2) **[Insert name of third-party]** whose registered office is at **[Address]** (“New Member”)

WHEREAS

The parties to the TALQ Consortium Agreement (the “Members”) have entered into an agreement for the establishment of industry standardized interfaces for use between a Central Management System and Outdoor Lighting Network Systems to enable compatibility of Outdoor Lighting Network Systems or Central Management Systems (the “TALQ Consortium”). The TALQ Consortium Agreement is attached hereto as Schedule A.

It is the intention of the TALQ Consortium that it should be open for participation by third-party legal entities which agree with, are committed to and can reasonably demonstrate the ability and willingness to contribute to the agreed Objectives of the TALQ Consortium. Once a third-party has signed this Regular Membership Agreement and it is counter signed by the Secretary General of the TALQ Consortium, it becomes a Regular Member of the TALQ Consortium.

By signing the terms of this Regular Membership Agreement, New Member accepts the terms and conditions of the TALQ Consortium Agreement;

Now It Is Hereby Agreed As Follows:

1 Interpretation

Words and expressions defined or given a special meaning in the TALQ Consortium Agreement shall have the same meanings where used herein.

“Effective Date” shall have the meaning set out in the second paragraph of Clause 3 of this Regular Membership Agreement.

2 Application of the TALQ Consortium Agreement

On and from the Effective Date:

(a) New Member shall be a party to the TALQ Consortium Agreement as Regular Member and the TALQ Consortium Agreement shall be incorporated by this reference as an integral part of this Regular Membership Agreement and be binding between New Member and the Members.

(b) New Member may enforce the TALQ Consortium Agreement as Regular Member against any of the Members, and each of the Members may enforce the TALQ Consortium Agreement against New Member in all respects.

3 Duration

This Regular Membership Agreement shall continue from the Effective Date for the duration of the TALQ Consortium Agreement or until New Member has withdrawn, or was removed, from the Consortium pursuant to Clause 6 of the TALQ Consortium Agreement.

This Regular Membership Agreement has been entered into on the day this Regular Membership Agreement is signed by both the New Member and the Secretary General on behalf of the current Members. The effective date of this Regular Membership Agreement shall be the date of signing by the Secretary General as shown below ("Effective Date").

This Regular Membership Agreement has been prepared in two originals of which New Member and the signatory on behalf of the current Members have received one original each.

4 Representation

The New Member represents and warrants that it has the full power to enter into this Regular Membership Agreement.

5 Notices

All notices or communications to be given under this Agreement, pursuant to the TALQ Consortium Agreement, shall, with respect to New Member, be addressed to:

name: ...
address: ...
tel.: ...
e-mail: ...

SIGNED FOR AND ON BEHALF OF [NAME of NEW MEMBER]

SIGNATURE:

NAME:

POSITION:

Date:

SIGNED FOR AND ON BEHALF OF THE CURRENT MEMBERS

SIGNATURE:

NAME:

POSITION: Secretary General of the TALQ Consortium

Date:

Annex C

Associate Membership Agreement

PARTIES:

- (1) The current Members; and
- (2) [Insert name of third-party] whose registered office is at [Address] ("New Member")

WHEREAS

The parties to the TALQ Consortium Agreement (the "Members") have entered into an agreement for the establishment of industry standardized interfaces for use between a Central Management System and Outdoor Lighting Network Systems to enable compatibility of Outdoor Lighting Network Systems or Central Management Systems (the "TALQ Consortium"). This TALQ Consortium Agreement is attached hereto as Schedule A.

It is the intention of the TALQ Consortium that it is open for participation by third-party legal entities which agree with, are committed to and reasonably demonstrate its ability and willingness to promote the agreed Objectives of the TALQ Consortium. Once a third-party has signed this Associate Membership Agreement and it is counter signed by the Secretary General it becomes an Associate Member of the TALQ Consortium.

By signing the terms of this Associate Membership Agreement, New Member accepts the terms and conditions of the TALQ Consortium Agreement; and

Now it is hereby agreed as follows:

1 Interpretation

Words and expressions defined or given a special meaning in the TALQ Consortium Agreement shall have the same meanings where used herein.

"Effective Date" shall have the meaning set out in the second paragraph of Clause 3 of this Associate Membership Agreement.

2 Application of the TALQ Consortium Agreement

On and from the Effective Date:

(a) New Member shall be a party to the TALQ Consortium Agreement as Associate Member and the TALQ Consortium Agreement shall be incorporated by this reference as an integral part of this Associate Membership Agreement and be binding between New Member and Members.

(b) New Member may enforce the TALQ Consortium Agreement as Associate Member against any of the Members, and each of the Members may enforce the TALQ Consortium Agreement against New Member in all respects.

3 Duration

This Associate Membership Agreement shall continue from the Effective Date for the duration of the TALQ Consortium Agreement or until New Member has withdrawn, or was removed, from the Consortium pursuant to Clause 6 of the TALQ Consortium Agreement.

This Associate Membership Agreement has been entered into on the day this Associate Membership Agreement is signed by both the New Member and the Secretary General on behalf of the current Members. The effective date of this Associate Membership Agreement shall be the date of signing by the Secretary General as shown below ("Effective Date").

This Associate Membership Agreement has been prepared in two originals of which New Member and the signatory on behalf of the current Members have received one original each.

4 Special Provisions for Associate Members

Notwithstanding anything in the TALQ Consortium Agreement or herein, an Associate Member shall have:

- Access to General Assembly meetings; and
- Access to the minutes of the General Assembly meetings; and
- Access to and the right to comment on Draft TALQ Specifications proposed for approval by the Steering Committee; and
- Access to the Approved TALQ Specifications; and
- No representation in Steering Committee; and
- No voting rights in the General Assembly, Steering Committee or Work Groups; and
- No right to participate in Work Groups; and
- Access only to such Confidential Information as shall be authorized by the Steering Committee.

5 Representation

The New Member represents and warrants that it has the full power to enter into this Associate Membership Agreement.

6 Notices

All notices or communications to be given under this Agreement, pursuant to the TALQ Consortium Agreement, shall, with respect to New Member, be addressed to:

name: ...
address: ...
tel.: ...
e-mail: ...

SIGNED FOR AND ON BEHALF OF [NAME of NEW MEMBER]

SIGNATURE:

NAME:

POSITION:

Date:

SIGNED FOR AND ON BEHALF OF THE CURRENT MEMBERS

SIGNATURE:

NAME:

POSITION: Secretary General of the TALQ Consortium

Date:

Annex D

Voting Rules

For all decisions the required Quorum is 50 %.

Decision	Related Clause	Required Majority
Decision by the General Assembly to change this Agreement		Consensus
Decision by the General Assembly to modify the Voting Rules in this Annex D	9.6	Consensus
Decision by the General Assembly to terminate the Agreement and thus dissolve the Consortium	19.1	Consensus
Decision by the General Assembly to change the maximum number of Steering Committee Members	10.1	Consensus
Decision by the General Assembly to change the annual Membership Fee	8.2, 8.4, 8.5, and 8.6	Qualified Majority Decision
Decision by the General Assembly or Steering Committee to cover expenses from Membership Fees	8.3(f)	Qualified Majority Decision
Decision by the General Assembly to reject a TALQ Standard in second instance	Annex H	Qualified Majority Decision
Decision by the General Assembly to reject a TALQ Standard in first instance	Annex H	Majority Decision
Decision by the General Assembly to appoint, or discharge, a chairperson or vice-chairperson	9.8	Majority Decision
Decision by the General Assembly to submit an Approved TALQ Specification to a Standard Development Organization (SDO)	9.11	Majority decision
Decision by the General Assembly to appoint, or discharge, the Secretary General	12.1	Majority Decision
All other decisions by the General Assembly	n.a.	Majority Decision
Decision by the Steering Committee to modify the Commercial Requirements in Annex A	1.1 and Annex A	Qualified Majority Decision
Decision by the Steering Committee to send notice of material breach to a Member	10.13	Qualified Majority Decision
Decision by the Steering Committee to remove a Member from the Consortium	6.2	Qualified Majority Decision
Decision by the Steering Committee to initiate legal proceedings	7.1	Qualified Majority Decision

Decision	Related Clause	Required Majority
Decision by the Steering Committee to appoint, or discharge, a chairperson or vice-chairperson	10.7	Majority Decision
Decision by the Steering Committee to establish or dissolve a Work Group, including its objectives, work procedures, chairperson and vice chairperson	11.1 and 11.2	Qualified Majority Decision
Decision by the Steering Committee to approve TALQ Specifications.	10.11 and Annex H	Qualified Majority Decision
Decision by the Steering Committee to transfer a trademark to another legal entity	13.8	Majority Decision
Decision by the Steering Committee to enforce the trademark	13.9	Qualified Majority Decision
Decision by the Steering Committee to approve the Logo and Logo Guidelines	13.11	Qualified Majority Decision
Decision by the Steering Committee to publish a press release	10.12	Qualified Majority Decision
Decision by the Steering Committee to allow the assignment or transfer any or all of a member's rights, benefits or obligations under this Agreement to another Member or a third-party	13.3 and 20	Qualified Majority Decision
Decision by the Steering Committee to adopt, or modify, the code of conduct	18.1(e)	Qualified Majority Decision
All other decisions by the Steering Committee or Work Groups	n.a.	Majority Decision

Annex E

Scope

- **The TALQ Consortium will standardize the application protocol at the interface between the Central Management System and Outdoor Lighting Networks *)**
- **TALQ will deliver a software protocol specification for this interface that covers parameters and behaviour of end-points at the OLN and CMS side, needed for interoperability at application level **)**
- **TALQ shall not specify any physical aspect of the connection or connectivity**
- **TALQ shall not specify how to achieve the required illumination behaviour**
- **TALQ shall allow for vendor specific function or feature implementations of the local/segment controllers and management systems, fostering competition and differentiation of vendors**

*) One of the first points of the requirements discussion is to be a discussion where the interface is to be located

**) Technical committee to make a proposal on the level of the interface protocol

Annex F

Procedure for the election of the Steering Committee Members

- 1.1** In advance of the General Assembly meeting during which the Steering Committee Members will be elected, any Regular Member which does not want to be elected as a Steering Committee Member shall inform the chairperson of the General Assembly hereof.
- 1.2** Each Regular Member of the General Assembly may cast as many votes for the election of the Steering Committee as the maximum authorized number of Steering Committee members, provided that not more than one vote is cast for any candidate. For the avoidance of doubt, a Regular Member may vote for itself. Associate Members are not eligible to vote.
- 1.3** Those Regular Members which received most votes are elected in the Steering Committee, until the maximum number of Steering Committee members is reached.
- 1.4** In case the first round of voting results in a situation where (a) too few candidates have been elected to fill all authorized seats on the Steering Committee, or (b) a number of candidates have received the same number of votes so that all positions cannot be allocated based on the most votes principle, further voting rounds shall be held only for such seats still unallocated.
- 1.5** A Regular Member has the option to not accept its position as Steering Committee Member. If this happens during the General Assembly meeting in which the Steering Committee Members are elected, then out of the remaining Members the Regular Member (aside from the already elected Steering Committee Members) which has received the most votes will become the Steering Committee Member. In case there are more Regular Members with the same number of votes/points, then a second round of voting is needed.
- 1.6** The Regular Member's votes shall be disclosed to all Members, there shall be no secret ballot.

Annex G

Procedure for the election of chairpersons and vice-chairpersons

- 1.1** Appointments as chairperson and vice-chairperson are personal, which means that in case the chairperson or vice-chairperson is no longer in function for whatever reason, new elections always need to take place.
- 1.2** In case the Member represented by the chairperson or vice-chairperson withdraws or is removed as Member, this chairperson and/or vice-chairperson shall automatically be withdrawn.
- 1.3** Votes cast will be disclosed to all Members. There shall be no secret ballot.
- 1.4** The voting procedure step 1: Nomination: Members with voting rights may nominate candidates
- 1.5** The voting procedure step 2: Election:
 - (a)** The nominee is appointed without voting if only one person was nominated for the position.
 - (b)** The chairperson (or in case there is no chairperson or vice-chairperson, the Secretary General) initiates a vote when more than one person is nominated for a position. The decision to appoint a person is a Majority Decision.
 - (c)** A second round vote shall be held if none of the nominees receive majority support. The second round vote shall be a choice between the two nominees that received the highest number of votes in the first round. The nominee receiving the highest number of votes in the second round shall be appointed.

Annex H

Procedure for the adoption of TALQ specifications

- 1.1** The first step is the submission by a Work Group of a „**DRAFT TALQ Specification**” to the Steering Committee, which immediately distributes the DRAFT TALQ Specification to all Members. Within 30 days of the distribution any Member can submit comments for consideration by the Work Group. The Work Group will consider the comments, adapt the DRAFT TALQ Specification when necessary and issue a “**FINAL DRAFT TALQ Specification**” for approval by the Steering Committee.
- 1.2** The second step is the approval or rejection of the FINAL DRAFT TALQ Specification by the Steering Committee. If approved, it becomes a “**PROPOSED TALQ Specification**”; in that case the chairperson of the Steering Committee shall submit the PROPOSED TALQ Specification to the chairperson of the General Assembly, who shall distribute it to all Members. If rejected the Chairperson of the Steering Committee will inform the chairperson of the Work Group of the reason for rejection.
- 1.3** The third step is approval or rejection by the General Assembly, in accordance with the “Reversed Ratification” model as outlined herein, whereby the principle is that in case the PROPOSED TALQ Specification is not rejected by the General Assembly according to this Annex H such specification is considered approved:

 - (a)** Any Regular Member may send a proposal for rejection of the PROPOSED TALQ Specification to the Secretary General within 30 days after distribution to all Members. This proposal needs to include the reasons for proposed rejection. If no such proposal for rejection is brought forward the specification becomes an “**Approved TALQ Specification**”.
 - (b)** If the Secretary General receives a proposal for rejection he calls for a General Assembly meeting to vote on the proposal. If the PROPOSED TALQ Specification is thus rejected in first instance it will be send back to the Work Group for reconsideration.
 - (c)** After review of the rejected PROPOSED TALQ Specification, the relevant Work Group(s) will, if so requested by the Steering Committee, re-submit a SECOND FINAL DRAFT TALQ Specification (either or not modified) to the Steering Committee.

- (d) The Steering Committee decides whether to approve the SECOND FINAL DRAFT TALQ Specification.
- (e) If the Steering Committee approves the SECOND FINAL DRAFT TALQ Specification, the General Assembly has again the possibility to reject that SECOND FINAL DRAFT TALQ Specification at the next General Assembly meeting. The chairperson of the General Assembly shall organize a General Assembly meeting within thirty (30) days following the submission of the proposed SECOND FINAL DRAFT TALQ Specification by the Steering Committee to the chairperson of the General Assembly.
- (f) If a SECOND FINAL DRAFT TALQ Specification has been rejected two times by General Assembly, the Work Group shall reconsider all fundamental aspects of the specification before recommencing work.