Terms of Use

These Terms of Use ("Terms") are a legal agreement between you and Connectivity Standards Alliance, a non-profit and mutual benefit corporation under the laws of the State of California, USA ("Alliance") that governs your access to and use of any Alliance websites (including www.zigbee.org, and www.buildwithmatter.com) and any and all information Alliance or content therein (collectively, the "Site"). References to "you" and "your" mean any person or legal entity that visits, accesses, or uses the Site.

The Alliance has developed the Site as a service to its members and the general public and it endeavors to keep the information on the Site up to date. However, the information may nevertheless become out of date over time. The Alliance shall not be liable for any inaccuracy or incompleteness of this Site or for the failure to update the information contained on this Site. Information about companies other than the Alliance contained on the Site should not be relied upon as being provided or endorsed by the Alliance.

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING THE SITE YOU ACKNOWLEDGE THAT YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE OR ACCESS THE SITE. ADDITIONALLY, THE ALLIANCE SUBSTANTIALLY LIMITS ITS LIABILITY RELATED TO YOUR USE OF THE SITE. YOU ACKNOWLEDGE AND AGREE THAT THE ALLIANCE HAS RELIED UPON THESE TERMS OF USE, INCLUDING THE LIMITATIONS OF LIABILITY, DISCLAIMERS AND INDEMNIFICATIONS SET FORTH IN THESE TERMS OF USE AND WITHOUT SUCH TERMS AND CONDITIONS, THE SITE WOULD NOT BE MADE AVAILABLE TO YOU.

The Site is owned and operated by the Alliance. Except as expressly authorized by prior written consent from the Alliance, no material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that you may download one copy of the materials on any single computer for your internal non-commercial use only, provided that you keep intact all copyright and other proprietary notices. Modification of the materials or use of the materials for any other purpose is a violation of the Alliance's copyright and other proprietary rights. You may download Specifications in accordance with these Terms and any notice or license related thereto. Any product, process or technology described in the Site may be the subject of other intellectual property rights reserved by the Alliance or its members and are not licensed to you hereunder.

Connectivity Standards Alliance Membership Agreement

If you are a member of the Connectivity Standards Alliance, to the extent there is a conflict between these Terms and your Alliance membership agreement, the terms of the Alliance membership agreement shall control.

Privacy Policy

The Alliance <u>Privacy Policy</u>, as it may change from time to time, is a part of these Terms and may be found at <u>www.csa-iot.org/privacy</u>. You represent and warrant to that you have read the Alliance <u>Privacy Policy</u> and consent to the collection, use and disclosure of your data and other information in accordance with such <u>Privacy Policy</u>. Further, if a party other than the Alliance receives your data or other information on or through the Site, you acknowledge such third parties are not bound by the Alliance <u>Privacy Policy</u> and such third parties may or may not have restrictions on their use of your information data and other information. You acknowledge the Alliance is not responsible or liable for the use of your data and other information, including personal or confidential information, by any third party.

No Unlawful or Prohibited Use

You warrant to the Alliance that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

The Alliance reserves the right to investigate complaints or reported violations of these Terms and to take any action the Alliance deems appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

Links to Third Party Sites

The Site may contain links to other websites, including third party websites, that it believes may offer useful information. These sites are not affiliated with the Alliance. The Alliance is not responsible for the content of such other sites and shall not be liable for any damages or injury arising from users' access to such sites. In addition, those sites are not subject to these Terms or any additional policies that the Alliance may implement from time to time. You are responsible for determining the applicable use terms and policies, if any, that may apply to your use of those sites.

Third Party Information and Materials

The site may contain information and materials that third parties have provided to the Alliance ("Third Party Content"). Connectivity Standards Alliance does not independently verify Third Party Content, makes no representation as to its accuracy, and assumes no responsibility for your use of the Third Party Content and any consequences of that use, including, without limitation, any damages, injuries or results that may result from its use. You understand that the information and opinions in the Third Party Content represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect the Alliance's belief.

Use of Communications Tools

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Tools"), you agree to use the Communication Tools only to post, send and receive messages and material that are proper. All submissions to the Site, including submissions using Communication Tools, constitute Third Party Content. By way of example, and not as a limitation, you agree that when using a Communication Tool, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer or computer system.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Tools specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Tool that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Tools.
- Violate any policy, code of conduct or other guideline which may be applicable for any particular Communication Tools.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.
- The Alliance has no obligation to monitor the Communication Tools or content. However, the Alliance reserves
 the right to review materials posted to a Communication Tool and to remove any materials in its sole discretion.
 The Alliance reserves the right to terminate your access to any or all of the Communication Tools or Site at
 any time without notice for any reason whatsoever.

The Alliance reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Alliance's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Tool. The Alliance does not control or endorse the content, messages or information found in any Communication Tool and, therefore, the Alliance specifically disclaims any liability with regard to the Communication Tools and any actions resulting from your participation therewith.

By posting, uploading, inputting, providing or submitting your information on a Communication Tool or the Site, you are granting the Alliance permission to use your information in connection with the operation of the Site including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat; and to publish your name in connection therewith. Additionally, any information uploaded to a Communication Tool may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

By posting, uploading, inputting, providing or submitting your information on a Communication Tool or the Site, you warrant and represent that you own or otherwise control all of the rights to such information including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the information.

No information that you post, upload to, input, provide or submit using a Communication Tool or to the Site is confidential information, and the Alliance is not obligated to treat it as such.

Limited Access Areas

Certain areas of the Site are password protected and available only to users whom the Alliance has given special access privileges. You agree that you will not attempt to access these areas unless the Alliance has provided you with access privileges and that you will not attempt to access materials and information within the limited access area that are outside of scope of the access privileges that the Alliance has granted you.

Disclaimers and Other Terms Related to Connectivity Standards Alliance Specifications

The Site may include content that constitutes a specification of the Alliance and related materials (collectively, a "Specification"). The information within in a Specification is the property of the Alliance and its use and disclosure are restricted, except as expressly set forth herein.

The Alliance revocable license (without the right to sublicense), under the Alliance's applicable copyright rights, to view, download, save, reproduce and use the Specification solely for your own internal purposes and in accordance with the terms of the license set forth herein. This license does not authorize you to, and you expressly warrant that you shall not: (a) permit others (outside your organization) to use the Specification; (b) post or publish the Specification; (c) modify, adapt, translate, or otherwise change the Specification in any manner or create any derivative work based on the Specification; (d) remove or modify any notice or label on the Specification, including the Copyright Notice, License and Disclaimer.

The Alliance does not grant you any license hereunder other than as expressly stated herein. Elements of the Specification may be subject to third party intellectual property rights, including without limitation, patent, copyright or trademark rights, and any such third party may or may not be a member of the Alliance. The Alliance members grant other members certain intellectual property rights as set forth in the Alliance IPR Policy. Alliance members do not grant you any rights under this license. The Alliance is not responsible for, and shall not be held responsible in any manner for, identifying or failing to identify any or all such third party intellectual property rights. Please visit www.csa-iot.org for more information on how to become a member of the Alliance.

The Specification and the information contained therein is provided on an "AS IS" basis and THE ALLIANCE DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (A) ANY WARRANTY THAT THE USE OF THE INFORMATION IN THE SPECIFICATION WILL NOT INFRINGE ANY RIGHTS OF THIRD PARTIES (INCLUDING WITHOUT LIMITATION ANY INTELLECTUAL PROPERTY RIGHTS INCLUDING PATENT, COPYRIGHT OR TRADEMARK RIGHTS); OR (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. IN NO EVENT WILL THE ALLIANCE BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OF DATA, INTERRUPTION OF BUSINESS, OR FOR ANY OTHER DIRECT, INDIRECT, SPECIAL OR EXEMPLARY, INCIDENTIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONTRACT OR IN TORT, IN CONNECTION WITH THE SPECIFICATION OR THE INFORMATION CONTAINED THEREIN, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. All company, brand and product names in this document may be trademarks that are the sole property of their respective owners.

Termination

You may terminate your use of the Site at any time. The Alliance reserves the right to suspend or terminate the Site or your use of the Site (in whole or in part) at any time with or without prior notice.

Notice to Minors

The Site is not available for use by anyone under 18 years of age or under the legal age of majority in your jurisdiction, whichever higher, including children. If You are under 18 years of age or have not reached the age of majority in your jurisdiction, you may not use or access the Site. By using the Site, you represent and warrant to the Alliance that you are both over 18 years of age and over the legal age of majority in your jurisdiction.

Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ALL INFORMATION, DATA AND CONTENT ON THE SITE ARE PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" AND THE ENTIRE RISK OF USE AND PERFORMANCE REMAINS WITH YOU. THE ALLIANCE AND ITS MEMBERS, SUPPLIERS, AND LICENSORS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, AND HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. IN PARTICULAR, THE ALLIANCE, ITS MEMBERS, SUPPLIERS, AND LICENSORS MAKE NO WARRANTY THAT THE SITE AND ANY INFORMATION, DATA OR CONTENT ON THE SITE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) WILL BE ACCURATE, COMPLETE, OR RELIABLE; OR (D) THAT ANY DEFECTS OR ERRORS THEREIN WILL BE CORRECTED. THE SITE AND ANY INFORMATION, DATA AND CONTENT ON THE SITE ARE ACCESSED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS THEREFROM.

Limitation on Liability and Exclusive Remedy

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE ALLIANCE OR ANY MEMBER, SUPPLIER OR LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION; BUSINESS INTERRUPTION; PERSONAL INJURY; PROPERTY DAMAGE; LOSS OF PRIVACY; FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE; NEGLIGENCE; OR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THESE TERMS, THE SITE, OR ANY INFORMATION, DATA AND CONTENT ON THE SITE, EVEN IF THE ALLIANCE OR ANY MEMBER, SUPPLIER, OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THEALLIANCE'S AND ITS MEMBERS', SUPPLIERS' AND LICENSORS' MAXIMUM, AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THESE TERMS FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THESE TERMS, THE SITE, OR ANY INFORMATION, DATA AND CONTENT ON THE SITE WILL BE TO RECOVER THE ACTUAL DAMAGES YOU INCUR BASED UPON REASONABLE RELIANCE ON THE SITE UP TO FIVE DOLLARS (U.S. \$5.00). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THESE TERMS, THE SITE, OR ANY INFORMATION, DATA AND CONTENT ON THE SITE WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE YOUR SOLE AND EXCLUSIVE REMEDY.

Governing Law and Miscellaneous Items

The Site is controlled by the Alliance from its offices within the State of California, USA. The Alliance makes no representation that information and content on the Site are appropriate or available for use in other locations. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

These Terms shall be governed by and construed in accordance with the laws of the State of California, USA, without reference to any conflict of law principles. You hereby consent to venue in and jurisdiction of the state and federal courts sitting in the State of California. Notwithstanding anything to the contrary, the Alliance shall have the right to elect in its sole discretion the forum for any lawsuit arising hereunder brought by the Alliance. Because you shall have

access to the trademarks and other valuable proprietary materials of the Alliance, you agree that the Alliance shall have the right to enforce these Terms and any of its provisions by injunction (without being required to show any actual damage or to post aninjunction bond), specific performance or any other equitable relief without prejudice to any other rights and remedies that the Alliance may have for the breach of these Terms.

If any provision of these Terms is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of these Terms shall continue in full force and effect. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

Modification to Terms of Use

THESE TERMS ARE SUBJECT TO CHANGE FROM TIME TO TIME, SO YOU SHOULD REVIEW THEM FOR CHANGES PERIODICALLY. USE OF THE SITE AFTER SUCH CHANGES CONSTITUTES YOUR ACCEPTANCE OF THE TERMS IN EFFECT AT THE TIME OF SUCH USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE OR ACCESS THE SITE.

Copyrights and Trademarks

You acknowledge and agree that the Alliance and its members, licensors, and suppliers own all right, title, and interest (including intellectual property rights) in the Site, and all Specifications, and reserve all rights not expressly granted to you in these Terms. The Alliance logos and word marks referenced in the Site are the trademarks of the Alliance. Any other company names, product names, service names and logos referenced in the Site may be the trademarks of their respective owners.

Notices and Procedure for Making Claims of Copyright Infringement

The Alliance respects the intellectual property rights of others. Upon proper notice, the Alliance will remove Third Party Content that violates copyright law, or suspend Communication Tool access to any user who repeatedly submits Third Party Content in violation of copyright law.

Pursuant to 17 U.S.C. §512, Connectivity Standards Alliance has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your work has been used on the Site in a way that constitutes copyright infringement, please send the Alliance copyright agent, identified below, a notification of claimed infringement with all of the following information ("Notice of Infringement"): (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit the Alliance to locate the material on the Site; (c) information reasonably sufficient to permit the Alliance to locate the material on the Site; (c) information reasonably sufficient to permit the Alliance to such as an address, telephone number, and, if available, an e-mail address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature.

The Alliance's copyright agent for receiving all Notices of Infringement is as follows:

Connectivity Standards Alliance Privacy Officer Connectivity Standards Alliance 508 Second Street, Suite #109B Davis, CA 95616, USA

Telephone: +1.530.564.4565 E-mail: privacy@csa-iot.org

By submitting a Notice of Infringement, you acknowledge and agree that the Alliance may forward your Notice of Infringement and any related communications to any users who posted the material identified in such notice.

Please direct any notices or inquires that do not relate to Notices of Infringement to the Alliance as described at https://csa- iot.org/contact-us/.