Community Member Registration Agreement

PARTIES:

(1) The ZHAGA Consortium ("**ZHAGA**"), a member program of ISTO, Inc., having its principal place of business at 371 Hoes Lane, Suite 200, Piscataway, NJ 08854, USA; and

(2) and [COMPANY NAME AND ADRESS] "**Community Member**"

WHEREAS

The Zhaga Consortium is a non-profit industry consortium that creates industry standardized interfaces between components of LED luminaires and the establishment of a system of indicators that expresses the extent to which an LED luminaire can be serviced.

And whereas Community Member is a company active in the lighting business and wishes to be a Community Member of the Zhaga Consortium.

Now it is hereby agreed as follows:

1 Effective Date

The effective date of this Community Member Registration Agreement shall be the date of accepting the Community Membership Registration Agreement by Community Member ("Effective Date").

2 Rights and Obligations of the New Community Member

2.1 The Zhaga Consortium will provide the Community Member with access to certain access-controlled parts of its website ("Community Member Portal"). Via the Community Member Portal the Zhaga Consortium will, from time to time, provide the Community Member with information on the Zhaga Consortium addressed to the Community Members of the Zhaga Consortium.

Community Member has the right to purchase published Zhaga specifications for a fee as set by the Zhaga Steering Committee.

2.2 To access the Community Member Portal for the first time, a username and password has to registered by the Community Member ("Community Member Identity"). The Community Member Identity shall identify the Community Member as a company and shall be used by all employees, owners or directors of the Community Member to access the Community Member Portal.

2.3 Community Member shall not use more than one Community Member Identity for its company. Community Member shall treat the Community Member Identity confidential and take all reasonable measures to prevent third parties from using its Community Member Identity. Community Member shall not publish, disclose or otherwise make available to third parties any information obtained from the Community Member Portal.

2.4 Community Member will have the right to use the Zhaga Community Membership logo provided that the use of the Community Membership logo conforms to the guidelines from the ZHAGA MEMBERSHIP LOGO POLICY.

2.5 Community Member acknowledges that this Community Member Registration Agreement does not establish membership in the Zhaga Consortium and that this Community Member Registration Agreement does not convey any benefits available to members of the Zhaga

Consortium other than the benefits provided for in this Community Member Registration Agreement.

3 Use of Community Member Information / Automated Data Processing

3.1 Community Member agrees that Zhaga Consortium may publicly state on its website, or otherwise, that Community Member is a Community Member of the Zhaga Consortium.

3.2 Community Member also agrees that the Zhaga Consortium stores and processes certain data and information related to the use of the Community Member Portal by the Community Member, in particular, without limitation, the times and duration when the Community Member Portal is accessed and/or the documents and information which are downloaded or viewed by the Community Member from/in the Community Member Portal. The Zhaga Consortium will not collect, store or process any personal data.

4 Registration Fee

The Community Membership is free of charge.

5 No Warranties

Nothing contained in this Community Member Registration Agreement shall be construed as a warranty by the Zhaga Consortium, or by a member of the Zhaga Consortium, as to the correctness, completeness, functionality, usability or fitness for any particular purpose of any information provided by the Zhaga Consortium under this Community Member Registration Agreement.

6 Limitation of Liability

Except in cases of wilful misconduct, gross negligence, breach of confidentiality and except to the extent provided under mandatory provisions of applicable law, the parties shall not liable to each other 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 this Community Member Registration Agreement.

7 Transfer and Assignment

The rights and obligations granted hereunder are personal to Community Member. Community Member shall not assign or transfer any rights or obligations granted under this Agreement to a third party and any such transfer or assignment shall not be binding the Zhaga Consortium.

8 Term and Termination

8.1 This Community Member Registration Agreement shall enter into effect on the Effective Date and automatically terminate if and when the Zhaga Consortium ceases to exist for any reason whatsoever.

8.2 Either party shall have the right to terminate this Community Member Registration Agreement without any penalty, cancellation fee or other charges at any time upon thirty (30) working days written notice.

9 No Partnership and No Exclusivity

9.1 It is expressly agreed and acknowledged between the Community Member and the Zhaga Consortium that this Community Member Registration Agreement shall relate solely to the subject matter hereof and shall not extend to any other activities, or create a partnership or any other form of legal person between the Parties to this Community Member Registration Agreement.

9.2 Any relationship between Community Member and the Zhaga Consortium is non-exclusive. Nothing herein shall prevent the Community Member to enter into, become part of or engage in any other standard-setting organization, industry alliance or other cooperation.

10 Amendments, Severability

This Community Member Registration Agreement is the sole and complete understanding and agreement between the Parties with regard to the subject matter hereof. Any modifications, changes or amendments of this Community Member Registration Agreement shall only be binding if made in writing and if duly executed by authorized signatories of both Parties.

11 Governing Law and Forum

This Agreement and the performance hereunder shall be governed by the laws of the Federal Republic of Germany, excluding its provisions on the conflict of laws. The District Court (Landgericht) Hamburg shall have exclusive jurisdiction for any disputes arising in connection with this Agreement.

12. Representation

Community Member represents and warrants that it has the full power to enter into this Community Member Registration Agreement.