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OEM Agreement Governing use of EnOcean Limited Modular Approval

This Agreement (the "Agreement"), is made and entered into as of _____, 2010 (the "Effective Date") by and between EnOcean GmbH with its principal place of business located at Kolpingring 18a, D-82041 Oberhaching, Germany ("EnOcean"), and _____, a _____ with its principal place of business located at _____, hereinafter referred to as "PARTY" or "PARTIES" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and agreements contained in the following provisions, and intending to be legally bound by this Agreement, the Parties agree as follows:

LIMITED MODULAR APPROVAL

EnOcean RF modules, approved for Limited Modular use, operate as intentional transmitting devices with respect to 47 CFR 15.231(a-c) and are limited to OEM installation. The modules are optimized to operate using small amounts of harvested energy, and may be powered by a small solar cell exposed to ambient light or a battery. The module transmits short radio packets comprised of control signals, (in some cases the control signal may be accompanied with data) such as those used with alarm systems, door openers, remote switches, and the like. The module does not support continuous streaming of voice, video, or any other forms of streaming data; it sends only short packets containing control signals and possibly data. The module is designed to comply with, has been tested according to 15.231(a-c), and has been found to comply with each requirement. Thus, a finished device containing an EnOcean radio module can be operated in the United States and Canada without additional FCC/IC approval (approval(s) for unintentional radiators may be required for the OEM's finished product), under EnOcean's FCC ID number. This



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greatly simplifies and shortens the design cycle and development costs for OEM integrators.

The module can be triggered manually or automatically, which cases are described below.

Manual Activation

The radio module can be configured to transmit a short packetized control signal if triggered manually. The module can be triggered by pressing a switch, for example. The packet contains one (or more) control signals that is (are) intended to control something at the receiving end. The packet may also contain data. Depending on how much energy is available from the energy source, subsequent manual triggers can initiate the transmission of additional control signals. This may be necessary if prior packet(s) was (were) lost due to fading or interference. Subsequent triggers can also be initiated as a precaution if any doubt exists that the first packet didn't arrive at the receiver. Each packet that is transmitted, regardless of whether it was the first one or a subsequent one, will only be transmitted if enough energy is available from the energy source.

Automatic Activation

The radio module also can be configured to transmit a short packetized control signal if triggered automatically, by a relevant change of its inputs, for example. Again, the packet contains a control signal that is intended to control something at the receiving end and may also contain data. As above, it is possible for the packet to get lost and never reach the receiver. However, if enough energy is available from the energy source, and the module has been configured to do so, then another packet or packets containing the control signal may be transmitted at a later, unpredictable time.

(I) FCC requirements:

(a) In order to use the FCC/IC grant, the OEM must not operate or configure the module in such a way that the module will transmit more than 2 seconds telegrams per hour.

For STM300C modules this can be done by properly selecting the connection of CW_0, CW_1, CP_0, and CP_1 in a way that not more than 1110 telegrams are sent per hour.

If a TCM300C, STM300C or TCM320C module is used as a repeater, for instance, special consideration must be given to ensure that this requirement is met. This can be accomplished by, but not limited to, the following methods:

- programming the module through the API to enforce this limit;



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- installing the device in a network in which it is impossible to exceed the limit;

(b) End users of products which contain the module must not have the ability to alter the firmware that governs the operation of the module. The agency grant is valid only when the module is incorporated into a final product by OEM integrators.

(c) The end-user must not be provided with instructions to remove, adjust or install the module. The OEM must instruct the end user not to do so by providing appropriate written documentation

(d) FCC labeling requirements:

The Original Equipment Manufacturer (OEM) must ensure that FCC labeling requirements are met. This includes a clearly visible label on the outside of the final product. Attaching a label to a removable portion of the final product, such as a battery cover, is not permitted. The label must include the following text:

For STM300C / TCM300C based products -

Contains FCC ID: SZV-STM300C

The enclosed device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (i.) this device may not cause harmful interference and (ii.) this device must accept any interference received, including interference that may cause undesired operation.

For TCM320C based products -

Contains FCC ID: SZV-TCM320C

The enclosed device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (i.) this device may not cause harmful interference and (ii.) this device must accept any interference received, including interference that may cause undesired operation.

The writing on the label must appear exactly as shown. Do not add spaces or put the text on multiple lines. Any additional text needed on the label may appear on different lines.

The user manual for the end product must also contain the text given above.

(e) Changes or modifications not expressly approved by EnOcean could void the user's authority to operate the equipment.

(f) The module must be used with only the following approved antenna(s).



Part Number	Type	Gain
N.A.	Wire/Monopole	1.0 dBi

(II) IC (Industry Canada) labeling requirements:

Labeling requirements for Industry Canada are similar to those required by the FCC. The Original Equipment Manufacturer (OEM) must ensure that IC labeling requirements are met. A clearly visible label on the outside of a non-removable part of the final product must include the following text:

For STM300C / TCM300C based products -

Contains IC: 5731A-STM300C

For TCM320C based products -

Contains IC: 5731A-TCM2XXC

This information can be on the same label that contains the FCC info. The writing on the label must appear exactly as shown. Do not add spaces or put the text on multiple lines. Any additional text needed on the label may appear on different lines.

Arbitration: All disputes arising out of or in connection with this AGREEMENT, including any question regarding its existence, validity or termination, shall, unless amicably settled between the PARTIES, be finally settled by arbitration according to the Rules of Arbitration of the International Chamber of Commerce, Paris ("RULES") by three arbitrators in accordance with said RULES. The seat of arbitration shall be Munich, Germany. The procedural law of this place shall apply where the RULES are silent. The arbitration proceedings shall be conducted in English.

Each PARTY shall be entitled to seek necessary and appropriate injunctive relief to maintain the status quo depending on the outcome of the arbitration or any other temporary measures from the courts of competent jurisdiction to enjoin the other PARTY from taking certain actions which allegedly infringe the rights of the PARTY bringing such claim, provided that any proceedings and decisions as to the merits of the dispute, including permanent injunctions, are exclusively governed and resolved by arbitration in accordance with the first paragraph of this Article 9.



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IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have duly executed this Agreement on the date first above written.

Date: _____

Company: _____

By: _____

Name: _____

Title: _____