

REVISED SD CARD ASSOCIATION MEMBERSHIP AGREEMENT

This SD CARD ASSOCIATION MEMBERSHIP AGREEMENT (“**Agreement**”) is made by and between the SD Card Association (“**SD Association**”), a California membership corporation having its principal place of business at 2400 Camino Ramon, Suite 375, San Ramon, CA 94583, U.S.A. and _____, a _____ corporation, with a principal place of business at _____, Facsimile Number: _____ and Email Address: _____ (“**Member**”) and is effective as of the later of the two (2) signature dates below (the “**Effective Date**”).

WHEREAS, SD Association has been formed to develop and promote specifications for portable storage utilized in mobile phones, digital cameras, MP3 music players, personal computers, printers, car navigation systems, electronic books, and other consumer electronic devices;

WHEREAS, Member desires to participate in SD Association, subject to all the terms and conditions stated in this Agreement; and

WHEREAS, SD Association is willing to allow Member participation in the SD Association under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** For purposes hereof, the following capitalized terms shall have the respective meanings provided below:

1.1 “**Agreement**” shall mean this SD Card Association Membership Agreement, including all documents referenced herein, and any and all amendments to the Agreement and/or such document.

1.2 “**Antitrust Policy**” shall mean the SD Association Antitrust Guidelines as amended from time to time by SD Association during the term of this Agreement, the current version of which is located on the SD Association Website at <https://www.sdcard.org/join/pdf/antitrustguidelines.pdf>.

1.3 “**Bylaws**” shall mean the Amended and Restated Bylaws of the SD Card Association as amended from time to time by SD Association during the term of this Agreement, the current version of which is located on the SD Association Website at <https://www.sdcard.org/join/pdf/SD Card Association-Third A&R Bylaws.pdf>.

1.4 “**Content Protection for Recordable Media**” shall mean a specific technology that helps to prevent unauthorized reproduction and/or manipulation of digital and/or electronic content and that is licensed by a separate agreement from the entity known as 4C Entity, LLC, a Delaware limited liability company.

1.5 **“Essential Patent Claims”** shall mean claims of a patent or patent application which would be necessarily and unavoidably infringed by the making, having made, designing, using, offering for sale, selling, importing, exporting, leasing or disposing by other means of those portions of a product that implements the secure digital technology in compliance with the SD Group Specifications in a particular country in the absence of a license or other authorization from the owner of such patent claims in such country. As used herein, “infringe” includes direct infringement, contributory infringement and/or inducement of infringement. Essential Patent Claims shall not include patent claims for a format that is independently adopted by third parties but incorporated and referenced in the SD Specifications, nor shall it include Semiconductor Memory Technology or semiconductor process/package technologies.

1.6 **“IP Policy”** shall mean SD Card Association Intellectual Property Policy as amended from time to time by SD Association during the term of this Agreement, the current version of which is located on the SD Association Website at <https://www.sdcard.org/join/pdf/ippolicy32909.pdf>

1.7 **“SDA Pictographs”** shall mean the shall mean pictographs used to indicate functions, technical formats or functional extensions which utilize, in whole or in part, SD Association Specifications and are formally adopted by SD Association.

1.8 **“SD Ancillary Products”** shall mean products, or parts or software thereof, that: (i) in whole or in part comply with all applicable portions of Part 1, Part 2 or Part 3 of the SD Specifications; AND (ii) are interoperable with SD Host Products or SD Memory Cards. SD Ancillary Products include, but are not limited to, adapters and software applications, and SD I/O Cards, but do NOT include SD Host Products, SD Memory Cards, other products incorporating semiconductor memory products (including but not limited to flash memory, ROM or RAM) used for data storage in accordance with Part 2 of the SD Specifications, flash memory storage devices, or flash memory controllers.

1.9 **“SD Association Specifications”** shall mean the specifications adopted by SD Association, specifically, (i) the incremental portions that constitute any material revisions or a New Version of the SD Group Specifications and (ii) Parts 5 and higher.

1.10 **“SD Card Association License Agreement”** shall mean the separate license agreement by which SD Association licenses certain technology, including without limitation SD Association Specifications and SDA Pictographs, relating to SD Products.

1.11 **“SD Logos”** shall mean the trademark rights, copyrights and other rights owned by SD-3C, LLC in and to certain logos of SD Products as well as design patents associated with SD Products.

1.12 **“SD Group”** shall mean collectively Panasonic Corporation, SanDisk Corporation and Toshiba Corporation and their respective affiliates.

1.13 **“SD Group Specifications”** shall mean the specifications established by the SD Group for flash memory cards defined by Versions 1.0 and 1.01 of the SD Physical Specification (Part 1 of the SD Specifications), the SD Logical Specification (Part 2 of the SD Specifications), the SD Security Specification (Part 3 of the SD Specifications) and the SD Audio Specification

(Part 4 of the SD Specifications), including any corrections or other non-material changes made thereto by SD Group.

1.14 “**SD Host Products**” shall mean Standalone products, or parts or software thereof, which actually host SD Memory Cards and comply with Part 1 and Part 2, and all other applicable portions of the SD Specifications.

1.15 “**SD I/O Cards**” shall mean SD Ancillary Products that: (i) are capable of performing any function other than memory storage, wherein for the purposes of this section “memory storage” shall mean the storage of any data in a non-volatile memory device, regardless of whether the non-volatile memory storage device is used for the storage of executable code, non-executable code, drivers, or any other type of data or information (e.g., Supplemental Code Area or SD Memory as described in Part E-1 of the SD Specifications); (ii) comply with Part 1 of the SD Specifications; and (iii) comply wholly or in part with Part E-1 of the SD Specifications. I/O cards that include Supplemental Code Area, SD Memory or any other type of memory storage will be licensed by the SD-3C, LLC under a separate license agreement.

1.16 “**SD Memory Cards**” shall mean semiconductor memory products (including but not limited to flash memory, ROM, RAM and I/O cards (with memory storage capacity)) other than SD I/O Cards, or parts or software thereof, that comply with all of Part 1, Part 2 and Part 3 of the SD Specifications. SD Memory Cards also include, but are not limited to, embedded products that comply with Part 1 (except the form factor), Part 2 and Part 3 of the SD Specifications.

1.17 “**SD Memory Card License**” shall mean the separate license agreement by which SD-3C, LLC licenses certain technology, including without limitation SD Group Specifications, SD Logos and Essential Patent Claims of the SD Group, relating to SD Memory Cards.

1.18 “**SD Products**” shall mean the SD Host Products, SD Ancillary Products and SD Memory Cards.

1.19 “**SD Specifications**” shall mean the SD Group Specifications and the SD Association Specifications collectively.

1.20 “**SD-3C, LLC**” shall mean a Delaware limited liability company having its registered office at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, U.S.A formed by the SD Group to administer intellectual property rights of the SD Group in SD related technology

1.21 “**SD-3C Host/Ancillary Product License Agreement**” shall mean the separate license agreement by which SD-3C, LLC licenses certain technology, including without limitation SD Group Specifications, SD Logos and Essential Patent Claims of the SD Group, relating to SD Host Products and SD Ancillary Products.

1.22 “**Semiconductor Memory Technology**” shall mean technology including patent claims relating to the development, design, manufacture or sale of any semiconductor memory devices.

1.23 “**Standalone**” with respect to a device shall mean that the device is capable of functioning without relying on interaction or attachment to another independent device.

1.24 “**Related Entities**” shall mean, with respect to Member, the Member and any corporation, firm, partnership, proprietorship, or other legally recognizable form of business entity, in whatever country organized or resident, that directly or indirectly owns or controls, is owned or controlled by or is in common ownership or control with Member. For the purpose of this definition, “ownership” shall mean more than fifty percent (50%) beneficial ownership of the equity securities or interests of the legally recognizable entity or the ability to vote more than fifty percent (50%) of the aggregate votes cast at a partner or shareholder meeting (or the ability to control any single class of votes), in each case, only so long as such ownership or voting rights continue. For the purpose of this definition, “control” shall mean the power to direct or cause the direction of the management or policies of such legally recognizable entity, directly or indirectly, whether through the ownership of voting shares, by contract or otherwise.

1.25 “**Wholly Owned Subsidiaries**” means, with respect to any General Member or Executive Member of the SD Association, any corporation, firm, partnership, proprietorship, or other legally recognizable form of business entity, in whatever country organized or resident, which such member directly or indirectly owns or controls one hundred percent (100%) of the equity securities or interests of the legally recognizable entity, in each case, only so long as such ownership or voting rights continue. For the purpose of this definition, “control” shall mean the Member’s exclusive power to direct or cause the vote of one hundred percent (100%) of the aggregate votes cast at any partner, member, owner or shareholder meeting of such legally recognizable entity through the ownership of voting shares, by contract or otherwise.

2. **MEMBERSHIP CONDITIONS AND PRIVILEGES**

2.1 Membership. This Agreement is subject to acceptance by the Membership Committee as defined in the Bylaws based upon compliance with the requirements set forth in this Section 2 and shall not be effective until signed by SD Association. Two forms of membership are currently available from SD Association: Executive Membership and General Membership. The type of membership applicable to Member is indicated in Section 4.1 set forth below.

2.2 Policies and Procedures. Member acknowledges that it has read and understood, and hereby agrees to and shall abide by, the terms of the following documents of SD Association (hereinafter collectively “**Policies and Procedures**”): Bylaws, Antitrust Policy, IP Policy, any other SD Association policies and regulations as adopted by SD Association, and any rules and procedures promulgated by its technical committee or other committees from time to time during the term of this Agreement. Such Policies and Procedures are incorporated in the Agreement as though fully set forth herein. SD Association will provide notice of and Member is responsible for reviewing, any updates and modifications made to such Policies and Procedures during the term of this Agreement. Member shall be bound by updates and modifications made to such Policies and Procedures during the term of this Agreement unless it resigns the membership as set forth in Section 7.3 within thirty (30) days of such notice.

2.3 Executive Membership.

- (i) *Conditions of Executive Membership.* Without limiting the applicability of any other provision of this Agreement or the Bylaws, Executive Members of SD Association who shall have the right to vote in accordance with Section 2.3 of the Bylaws, shall be business entities which meet and maintain the criteria set forth in Section 2.2 of the Bylaws.
- (ii) *Privileges of Executive Membership.* Each Executive Member in good standing shall be entitled to rights set forth in Section 2.3 of the Bylaws.
- (iii) No more than one Executive Membership may be held by and among Related Entities at any one time. There shall be no restriction on the number of General Memberships that may be held by Related Entities.

2.4 General Membership.

- (i) *Conditions of General Membership* Without limiting the applicability of any other provision of this Agreement or the Bylaws, any person or entity (whether corporation, partnership, sole proprietorship, firm, natural person, or organization, and including without limitation colleges, universities, and other institutes of higher learning) shall have the right to be a General Member if such person or entity meets the criteria set forth in Section 2.4 of the Bylaws.
- (ii) *Privileges of General Membership.* Each General Member in good standing shall be entitled to the rights set forth in Section 2.5 of the Bylaws.

2.5 Compliance. Member hereby agrees to comply with the conditions of its applicable level of membership during the term of this Agreement.

2.6 Wholly Owned Subsidiaries. Wholly Owned Subsidiaries of Executive Members and/or General Members may be afforded the benefits of a General Member as set forth in Section 2.4 (ii) without the additional payment of dues, assessments and fees. To extend such benefits to such Wholly Owned Subsidiary, (a) the Wholly Owned Subsidiary meet the criteria for a General Member set forth in Section 2.4(i); (b) the applicable Member must list the Wholly Owned Subsidiary on Exhibit A attached hereto, and (c) the applicable Member must promptly provide a copy of Exhibit B (Subsidiary Agreement) for each such listed entity to the SD Association, executed by the applicable Wholly Owned Subsidiary (each such entity satisfying all such criteria hereinafter “**Subsidiary Participant**”). For avoidance of doubt such right does not include the right to vote, except to the extent acting as a designee of an Executive Member exercising the Executive Member’s single vote on the Executive Member’s behalf as provided for in the Bylaws. Member covenants that each such Subsidiary Participant will abide by all of the terms and conditions of this Agreement applicable to a Member (except for the fee payment obligations set forth in Section 4) and acknowledges and agrees that a material violation by any of its Subsidiary Participants with any such term or condition shall be a violation by such Member of this Agreement. Member further represents and warrants that the entities listed on Exhibit A are current Wholly Owned Subsidiaries of Member and if the status of any such entity changes such that it no longer meets the definition of a Wholly Owned Subsidiary, or the

Member desires to otherwise update such list, Member will promptly provide the SD Association with a new signed and dated Exhibit A that reflects such updates. A Wholly Owned Subsidiary's status as a Subsidiary Participant and right to receive benefits as a General Member shall automatically terminate (i) if this Membership Agreement terminates or expires or the Executive Member or General Member of such Subsidiary Participant ceases to be an Executive Member or a General Member, as applicable, in good standing; (ii) upon breach by Subsidiary Participant of any provision of the Subsidiary Agreement or this Membership Agreement, (iii) if Subsidiary Participant no longer meets the definition of a Wholly Owned Subsidiary of such Executive Member or General Member, or (iv) if Subsidiary Participant fails to meet all of the criteria set forth above in Section 2.4(i) for General Membership.

2.7 Consent to Electronic Transmission. Members of SD Association must provide written consent in order to receive official communications from, and to send official communications to, SD Association via electronic transmission (facsimile or email). This consent will allow SD Association to send Member meeting notices, ballots, conduct meetings, and handle other official business that requires member or board approval, by electronic transmission (i.e. facsimile or email). It also allows Member to send the same types of information to SD Association via facsimile or email. **By signing this Agreement, Member provides its consent to communications via electronic transmission unless Member initials the line on the signature page indicating that Member does not consent to communications via electronic transmission.** Before providing its consent to communications via electronic transmission, Member acknowledges that it has reviewed and is aware of the following:

- (i) The Member is not required to provide consent to communications via electronic transmission; Member may request that meeting notices, ballots, and other matters of official business be sent via regular mail.
- (ii) The Member has the right to withdraw its written consent at any time after signing this Agreement by providing SD Association with written notice, mailed to SD Association's address in the introductory paragraph of this Agreement, that the Member is withdrawing its consent relative to electronic transmission. No fee will be charged for withdrawing consent.
- (iii) This consent to electronic transmission is broad, and includes, without limitation, transmission of meeting notices, ballots, and other important information regarding SD Association. It also allows SD Association to conduct meetings via electronic transmission, although that will not be a frequent occurrence. This consent form represents consent under both California Corporations Code 20 and 21 (transmission from and to SD Association).
- (iv) Consenting to electronic transmission via facsimile requires that the Member have access to a facsimile machine and have a current facsimile number on file with SD Association. Consenting to electronic transmission via email requires that the Member have access to a computer, have a current email account in Member's name, and have provided Member's current email address to SD Association.

- (v) Communications to SD Association via facsimile should be sent to: (925) 886-4870. Communications to the SD Association via email should be sent to: helpdesk@sdcard.org.

3. NO LICENSE RIGHTS GRANTED TO MEMBER

3.1 Upon joining as a member of the SD Association, SD Association will make SD Specifications available to Member, including without limitation a Subsidiary Participant, by way of the Members' only portion of the SD Association's website. SD Specifications are subject to the confidentiality protections and Member obligations set forth in Section 6 of the IP Policy. The SD Specifications are the Confidential Information of SD Association, the SD-3C LLC and their respective licensors. Notwithstanding access to the SD Specification, nothing in this Agreement gives Member or any Subsidiary Participant any right to use any portion of the SD Specification in developing, designing and/or manufacturing any SD Products. The SD Specifications are provided solely for the Purposes, set forth in Section 6 of the IP Policy. SD Association, the SD-3C LLC and their respective licensors hereby reserves all rights in the SD Specifications, and no rights in and to such SD Specifications are granted by implication or estoppel or otherwise. Member shall not copy, modify, distribute, disclose or, except for internal use for the Purposes as set forth in Section 6 of the IP Policy, use the SD Specifications in whole or in part unless the Member enters, and except to the extent permitted, in the following license agreements: SD Card Association License Agreement, SD-3C Host/ Ancillary Product License Agreement, and/or SD Memory Card License.

3.2 Without limiting the disclaimer set forth in Section 5.3 of this Agreement with respect to other third party intellectual property, Member acknowledges and agrees that the use of the SD Specifications to make, have made, design, use, offer for sale, sell, import, export, lease or dispose by other means of:

- (i) SD Host Products and/or SD Ancillary Products requires (or, in the case of the exercise of have made rights, may require) Member to enter into a separate SD Card Association License Agreement and SD-3C Host/Ancillary Product License Agreement;
- (ii) SD Memory Cards requires (or, in the case of the exercise of have made rights, may require) Member to enter into a separate SD Card Association License Agreement and SD Memory Card License; and
- (iii) SD Products may require a separate license for Content Protection for Recordable Media.

4. FEES

4.1 Member agrees to pay to SD Association the applicable (based on the type of membership) annual membership fee as set forth below in advance of the applicable membership year ("**Annual Fee**"). The Annual Fee paid hereunder shall not be returnable or refundable in any event.

- Executive Membership: four thousand five hundred dollars (\$4,500 USD) annually; or
- General Membership: two thousand dollars (\$2,000 USD) annually.

4.2 SD Association reserves the right to change the Annual Fee upon ninety (90) days written notice to Member prior to the commencement of any Renewal Term (as defined in Section 7.1). If Member fails to terminate the Agreement thirty (30) days prior to the expiration of the then current term, the fee change will be deemed accepted by Member.

4.3 The Annual Fee for the Initial Term shall be due and payable on the Effective Date. The Annual Fees for any Renewal Term shall be due and payable on or before the commencement of the applicable Renewal Term. SD Association agrees to invoice Member for such Annual Fees.

4.4 All payments made by Member to SD Association under this Agreement shall be made without any deduction for any taxes, including without limitation to value added taxes, consumption taxes, sales taxes, use taxes, withholding and any other taxes or governmental assessments or levies (“**Taxes**”). Any and all Taxes, except for taxes imposed on SD Association’s net income, which may be imposed now or in the future or under the laws of any applicable jurisdiction shall be Member’s sole responsibility and Member shall promptly transmit such taxes to the appropriate authorities as and when they become due. Such Taxes shall not affect Member’s obligation to make payments to SD Association as required under this Agreement. Member shall indemnify and hold harmless SD Association for any losses, damages, liabilities and costs (including reasonable attorney’s fees) and expenses including without limitation penalties and interest that may be payable as a result of Member’s failure to timely pay all Taxes.

5. **WARRANTIES AND DISCLAIMER**

5.1 SD Association represents, warrants and covenants that it has the right to enter into this Agreement.

5.2 Member represents, warrants and covenants that it has the right to enter into this Agreement.

5.3 EXCEPT AS EXPRESSLY STATED IN SECTIONS 5.1, AND 5.2 ABOVE, NEITHER SD ASSOCIATION NOR MEMBER MAKE ANY REPRESENTATION OR WARRANTY AS TO THE VALUE OR UTILITY OF MEMBERSHIP RIGHTS GRANTED OR INFORMATION TO BE SUPPLIED PURSUANT TO THIS AGREEMENT, SUCH AS BUT NOT LIMITED TO, THE SD SPECIFICATIONS AND TECHNICAL INFORMATION AND SUPPORT, IF ANY, OR THE ABILITY OF MEMBER TO MAKE USE THEREOF. NEITHER SD ASSOCIATION NOR MEMBER MAKE ANY WARRANTY WHATSOEVER THAT THE USE OF INFORMATION, INCLUDING BUT NOT LIMITED TO THE SD SPECIFICATIONS, SUPPLIED PURSUANT TO THIS AGREEMENT DOES NOT INFRINGE OR WILL NOT CAUSE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OWNED OR CONTROLLED BY ANY PERSON. NEITHER SD ASSOCIATION NOR MEMBER MAKE ANY REPRESENTATION OR WARRANTY,

EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIM IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION THAT MIGHT ARISE FROM ANY ACTIVITIES OR INFORMATION DISCLOSURES RELATING TO THIS AGREEMENT.

6. LIMITATION OF LIABILITY

6.1 IN NO EVENT SHALL SD ASSOCIATION OR ANY DIRECTOR, OFFICER, AGENT, MEMBERS, REPRESENTATIVES, EQUIVALENT CORPORATE OFFICIAL, CONTRACTOR OR EMPLOYEE ACTING IN THEIR CAPACITIES AS SUCH (COLLECTIVELY THE “**SD AFFECTED PARTIES**”) BE LIABLE TO MEMBER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT WHETHER UNDER A THEORY OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE SD AFFECTED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 EXCEPT FOR WILLFUL MISCONDUCT, OR BREACH OF ANY POLICIES OR PROCEDURES BY MEMBER, NEITHER MEMBER NOR ANY DIRECTOR, OFFICER, AGENT, MEMBERS, REPRESENTATIVES, EQUIVALENT CORPORATE OFFICIAL, OR EMPLOYEE ACTING IN THEIR CAPACITIES AS SUCH (COLLECTIVELY THE “**MEMBER AFFECTED PARTIES**”) SHALL BE LIABLE TO SD ASSOCIATION FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT WHETHER UNDER A THEORY OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE MEMBER AFFECTED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING AND SUBJECT TO 8.4 BELOW, MEMBER AFFECTED PARTIES SHALL REMAIN LIABLE TO SD ASSOCIATION FOR ANY CLAIMS ASSERTED BY SD ASSOCIATION AGAINST THE MEMBER AFFECTED PARTIES FOR REASONABLE ATTORNEY FEES AND COSTS OF SUIT.

6.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE SD AFFECTED PARTIES’ TOTAL AGGREGATE LIABILITY TO THE MEMBER IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED IN THE AGGREGATE THE AMOUNT OF MONEY RECEIVED BY SD ASSOCIATION FROM SUCH MEMBER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH SUCH LIABILITY ARISES.

6.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR WILLFUL MISCONDUCT OR BREACH OF ANY POLICIES OR PROCEDURES BY MEMBER, MEMBER’S MAXIMUM AGGREGATE LIABILITY TO

SD ASSOCIATION SHALL IN NO EVENT EXCEED THREE MILLION U.S. DOLLARS (US\$ 3,000,000).

7. TERM AND TERMINATION

7.1 This Agreement shall become effective as of the Effective Date and, except as terminated as set forth herein shall, continue in force for a period of one (1) year following such Effective Date and ending on the anniversary thereof (“**Initial Term**”). This Agreement shall automatically extend for additional one (1) year periods (each such period, a “**Renewal Term**”) (collectively, Initial Term and Renewal Terms, the “**Term**”), unless: (i) SD Association provides Member with an amendment to this Agreement at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term and Member does not execute such amendment and return such executed amendment to SD Association prior to the expiration of the then current term, provided that changes to the Annual Fee in accordance with Section 4.2 shall not require an amendment, or (ii) this Agreement is otherwise terminated pursuant to the terms and conditions of this Agreement.

7.2 Immediately upon termination of this Agreement, Member shall return to SD Association or destroy at SD Association’s instruction, all SD Specifications provided hereunder, other Confidential Information and all copies of the foregoing documents, upon the last date that this Agreement remains in force and effect. Member acknowledges and agrees that on the termination of this Agreement all rights and privileges of Member granted hereunder shall cease.

7.3 Member may terminate this Agreement and resign from membership at any time by providing SD Association with written notice of its termination election.

7.4 SD Association may terminate this Agreement at any time on sixty (60) days’ notice to the Member in the event that the Member shall materially breach or fail to perform any material obligation under this Agreement and such default is not remedied within sixty (60) days after notice is given specifying the nature of the default. Such right of termination shall not be exclusive of any other remedies or means of redress to which SD Association may be lawfully entitled, and all such remedies shall be cumulative.

7.5 In the event that any Event of Bankruptcy occurs, then SD Association or Member may give notice to the offending party terminating this Agreement and this Agreement shall be terminated in accordance with the notice. An “Event of Bankruptcy” occurs if:

- (i) a decree or order by a court having jurisdiction in the premises has been entered adjudging a party as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition, winding up or similar relief for a party under any applicable statute, or a decree or order of a court having jurisdiction in the premises for the appointment of a liquidator, receiver, administrator, trustee or assignee in bankruptcy or insolvency or other similar person or official of a party or of a substantial part of the property, or for the winding up or liquidation of the affairs of such party has been entered and remains unstayed; or if any substantial part of the property of a party has been sequestered or attached and has not been returned to the possession of a party or

released from such attachment within fourteen (14) days thereafter; whether any such act or event occurs in the United States, or any foreign country, subdivision thereof, or any other jurisdiction; or

- (ii) the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any similar proceeding relating to insolvency, receivership or reorganization and if such petition or proceeding is not dismissed within sixty (60) days of filing. If such proceeding is involuntary and is contested in good faith, this Agreement shall terminate only after the passage of one hundred twenty (120) days without the dismissal of such proceeding.

7.6 This Agreement shall automatically terminate in the event that Member is deprived of its membership by SD Association in accordance with Section 2.7 of the Bylaws.

7.7 Termination or expiration of this Agreement shall have no effect on and Member shall remain fully liable for all outstanding and unpaid obligations to SD Association hereunder prior to the date of such termination or, only in the case of termination by Member pursuant to Section 7.3, prior to the date which is thirty (30) days prior to the effective date of such resignation. No termination of this Agreement shall give rise to any Member rights of refund for Annual Fees paid. The provisions set forth in Sections 4.4, 5.3, 6, 7.2, 7.7 and 8, shall survive any termination or expiration of this Agreement in perpetuity. The termination or expiration of this Agreement shall have no effect on Member's obligation to comply with the survival provisions of the Policies and Procedures, including without limitation the IP Policy.

8. MISCELLANEOUS

8.1 The performance by SD Association and Member of their respective obligations hereunder shall be conditioned upon and subject to the receipt of all necessary export approvals required by and all restrictions or conditions imposed by any relevant government.

8.2 This Agreement and the rights granted hereunder shall be personal to Member and shall not be assigned (whether by operation of law, sale of substantially all the assets of the Member, or otherwise), pledged, divided or otherwise encumbered in any way, without the prior written approval of the SD Association. Any purported assignment in violation of these provisions shall be a material breach of this Agreement and be deemed null and void. SD Association shall have the right to assign this Agreement, at any time during the term thereof, to any other party which succeeds SD Association, upon reasonable prior written notice to Member. This Agreement shall inure to the benefit of the parties hereto and their permitted successors and assigns.

8.3 Wherever provision is made in this Agreement for the giving of any notice, such notice shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, addressed to the party entitled to receive the same, or delivered personally to such party, or sent by facsimile transmission, or sent by electronic mail, or sent by courier,

if to SD Association, to:

SD Card Association

2400 Camino Ramon, Suite 375
San Ramon, CA 94583
Attention: Stan Moyer
Executive Director SD Card Association
Telephone: (925) 275-6615
Fax: (925) 886-4870
Email: sdcard_ed@inventures.com AND

With copy to:
DLA Piper LLP (US)
Legal Counsel for SD Card Association
2000 University Avenue
Palo Alto, CA 94303-2248
Attention: James M. Vickery
Fax No.: 650-833-2001

And if to Member, to:

Address: _____
Attention: _____
Telephone: _____
Fax No.: _____
Email: _____

or to such other address, in any such case, as any party hereto shall have last designated by written notice to the other party. Notice shall be deemed to have been given on the day that it is so delivered personally or sent by facsimile transmission and the appropriate answer back or confirmation of successful transmission is received or, if sent by courier, shall be deemed to have been given two (2) business days after delivery by the courier company, or if mailed, ten (10) business days following the date on which such notice was so mailed.

8.4 THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, AS IF THIS AGREEMENT WERE WHOLLY EXECUTED AND WHOLLY PERFORMED WITHIN SUCH STATE, AND WITHOUT REFERENCE TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF. THE PREVAILING PARTY IN ANY DISPUTE WITH RESPECT TO THIS AGREEMENT SHALL BE ENTITLED TO RECEIVE ITS REASONABLE AND DOCUMENTED FEES AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEY’S FEES. THE PARTIES AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS ON THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT.

8.5 ALL DISPUTES BETWEEN THE PARTIES HERETO ARISING OUT OF OR IN CONNECTION WITH THE INTERPRETATION OR EXECUTION OF THIS AGREEMENT, USE OF THE SD SPECIFICATIONS, AND THE RIGHTS AND

OBLIGATIONS OF MEMBERSHIP SHALL BE FINALLY SETTLED BY THE FEDERAL OR STATE COURTS LOCATED IN THE COUNTY OF SANTA CLARA IN THE STATE OF CALIFORNIA; AND EACH PARTY TO THIS AGREEMENT HEREBY: (i) IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE RESOLUTION OF SUCH DISPUTES; (ii) IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF SAID COURTS IN ANY SUCH DISPUTE BY PERSONAL DELIVERY OR MAILING OF PROCESS BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, AT THE RESPECTIVE ADDRESS SET FORTH IN SECTION 8.3 ABOVE; (iii) IRREVOCABLY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN SUCH COURTS OR TO THE CONVENIENCE OR INCONVENIENCE OF CONDUCTING OR PURSUING ANY ACTION OR PROCEEDING IN ANY SUCH COURT; AND (iv) IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY REGARDING THE RESOLUTION OF ANY DISPUTES BETWEEN THE PARTIES HERETO ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

8.6 Member hereby grants the SD Association the non-exclusive, fully-paid up, royalty-free, worldwide right and license to (a) include Member's company name on marketing and promotional materials of the SD Association containing membership lists, including without limitation, on the public portion of the SD Association website, and (b) if a website owned by Member is designated by Member to the SD Association, display and link from the SD Association website to such Member's website as determined in SD Association's sole discretion. Notwithstanding the forgoing rights, nothing herein obligates SD Association to utilize, promote, or market Member's company name, or link to Member's website. In the event the SD Association exercises such rights and this Agreement terminates, SD Association will have a reasonable transitional period to remove Member's name and/or links from its website and any other marketing and promotional materials.

8.7 This Agreement and the Policies and Procedures sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them and neither of the parties shall be bound by any conditions, definitions, warranties, waivers, releases or representations (either expressed or implied) with respect to the subject matter of this Agreement, other than expressly set forth herein (including the exhibits hereto), or as duly set forth on or subsequent to the date hereof in writing signed by a duly authorized representative of the party to be bound thereby.

8.8 This Agreement may be executed in counterparts, including by electronic signature, PDF (portable document format) or facsimile, each of which will be deemed an original, but all of which will constitute one and the same document. Faxed, PDF or electronic signatures shall have the same effect as original signatures. A facsimile, PDF or other reproduction of this Agreement may be executed by one or more Parties to this Agreement, and an executed copy of this Agreement may be delivered by one or more Parties to this Agreement by facsimile, e-mail or similar electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

[Signature Block to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

SD CARD ASSOCIATION (“SD Association”)

 (“Member”)

By Stan Moyer
Executive Director
Date: _____

By _____
Title: _____
Date: _____

Rejection of Communications via Electronic Transmission

_____ Member must initial here if Member does not wish to consent to communications via electronic transmission. If Member initials here, communications will be provided to Member via U.S. Mail at the address in the introductory paragraph of this Agreement.

Exhibit A
List of Subsidiary Participants

("Member")

By _____

Title: _____

Date: _____

Exhibit B

Subsidiary Agreement

This Subsidiary Participant Agreement (“**Subsidiary Agreement**”) is supplementary the SD Card Association Membership Agreement (“**Membership Agreement**”) entered into by and between the SD Card Association (“**SD Association**”) and _____ (“**Member**”) dated _____. This Subsidiary Agreement is entered into by and between _____ (“**Subsidiary Participant**”) and SD Association and is effective on _____ (“**Effective Date**”).

WHEREAS, Subsidiary Participant desires participate in the activities of the SD Association as set forth in Section 2.6 of the Membership Agreement; and

WHEREAS, a condition of such participation Subsidiary Participant must agree to abide by the terms and conditions of the Membership Agreement and this Subsidiary Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms not defined in this Subsidiary Agreement shall have the meaning set forth in the Membership Agreement.
2. Agreement to Terms of the Membership Agreement.

- a. Subsidiary Participant acknowledges that it has received a copy of and has reviewed the terms and conditions of the Membership Agreement. Except for the obligations to pay fees as set forth in Section 4.1 of the Membership Agreement, Subsidiary Participant hereby covenants and agrees to abide by any and all of the terms and conditions of the Membership Agreement applicable to “Member” as such term is defined in the Membership Agreement, including without limitation to abide by the restrictions and obligations, and to make the representation, warranties, commitments and covenants contained therein.

- b. Without limiting the general applicability of the forgoing, Subsidiary Participant hereby covenants and agrees to abide by the obligations and restrictions of the SD Association Intellectual Property Policy, wherein the term “Member” shall be read to include Subsidiary Participant where applicable, and the term “participate in the SDA” shall be read to include entering into this Subsidiary Agreement.

3. Representation. Subsidiary Participant represents and warrants that it is an “Wholly Owned Subsidiary” of Member as defined in Section 1.25 of the Membership Agreement and further covenants that should it cease to be a Wholly Owned Subsidiary it will immediately notify SD Association in writing thereof.

4. No Separate Rights. Subsidiary Participant acknowledges that it obtains no separate or independent rights or privileges from those granted to the Member under the Membership Agreement or the Bylaws. SD Association has no obligation to Subsidiary Participant and Subsidiary Participant has no right to enforce the terms of the Membership Agreement or the Bylaws against SD Association. Except for the limited rights of participation expressly set forth in Section 2.6 of the Membership Agreement, Subsidiary Participant acquires no right, license or interest by virtue of this Subsidiary Agreement, the Membership Agreement or the SD Association Intellectual Property Policy. Subsidiary Participant has read and understood the disclaimers of warranties set forth in Section 5.3 of the Membership Agreement and limitations of liability set forth in Section 6.1 and 6.3 of the Membership Agreement and acknowledges that such disclaimers and limitations apply to Subsidiary Participant as a Member under the terms of the Membership Agreement.

5. Termination. This Subsidiary Agreement shall automatically terminate (as well as any of Subsidiary Participant's rights under the Membership Agreement and the Bylaws) on the earlier of (a) the termination or expiration of the Membership Agreement or its parent entity ceases to be an Executive Member or a General Member in good standing, (b) breach by Subsidiary Participant of any provision of this Subsidiary Agreement, the Membership Agreement or the Bylaws, (c) Subsidiary Participant fails to meet all of the criteria for General Membership set forth in Section 2.4(i) of the Membership Agreement; or (d) if Subsidiary Participant ceases to be an Wholly Owned Subsidiary of such Executive Member or General Member as such term is defined in the Membership Agreement. Subsidiary Participant shall provide prompt written notice to SD Association if it ceases to be a Wholly Owned Subsidiary of the Member. In the event this Agreement terminates the provisions designated to survive in Section 7.7 of the Membership Agreement shall survive the termination of this Subsidiary Agreement with respect to the obligations and restrictions imposed on Subsidiary Participant as a Member under such Membership Agreement.

6. General Terms.

a. This Subsidiary Agreement and the rights granted hereunder shall be personal to Subsidiary Participant and shall not be assigned (whether by operation of law, change of control, merger, sale of all or substantially all the assets of the Subsidiary Participant, or otherwise), pledged, divided or otherwise encumbered in any way, without the prior written approval of the SD Association. Any purported assignment in violation of these provisions shall be a material breach of this Subsidiary Agreement and be deemed null and void. SD Association shall have the right to assign this Subsidiary Agreement, at any time during the term thereof, to any other party which succeeds SD Association in their function as the licensor of the SD Association Specifications, upon reasonable prior written notice to Subsidiary Participant. This Agreement shall inure to the benefit of the parties hereto and their permitted successors and assigns.

b. Wherever provision is made in this Subsidiary Agreement or the Membership Agreement for the giving of any notice, such notice shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, addressed

to the party entitled to receive the same, or delivered personally to such party, or sent by facsimile transmission, or sent by electronic mail, or sent by courier,

if to SD Association, to:

SD Card Association

2400 Camino Ramon, Suite 375
San Ramon, CA 94583
Attention: Stan Moyer
Executive Director SD Card Association
Telephone: (925) 275-6615
Fax: (925) 886-4870
Email: sdcard_ed@inventures.com AND

With copy to:

DLA Piper LLP (US)
Legal Counsel for SD Card Association
2000 University Avenue
Palo Alto, CA 94303-2248
Attention: James M. Vickery
Fax No.: 650-833-2001

And if to Subsidiary Participant, to:

Address: _____
Attention: _____
Telephone: _____
Fax No.: _____
Email: _____

or to such other address, in any such case, as any party hereto shall have last designated by notice to the other party. Notice shall be deemed to have been given on the day that it is so delivered personally or sent by facsimile transmission and the appropriate answer back or confirmation of successful transmission is received or, if sent by courier, shall be deemed to have been given two (2) business days after delivery by the courier company, or if mailed, ten (10) business days following the date on which such notice was so mailed.

c. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, AS IF THIS AGREEMENT WERE WHOLLY EXECUTED AND WHOLLY PERFORMED WITHIN SUCH STATE, AND WITHOUT REFERENCE TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF. THE PREVAILING PARTY IN ANY DISPUTE WITH RESPECT TO THIS AGREEMENT SHALL BE ENTITLED TO RECEIVE ITS REASONABLE AND DOCUMENTED FEES AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEY’S FEES. THE PARTIES AGREE THAT THE UNITED

NATIONS CONVENTION ON CONTRACTS ON THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT.

d. ALL DISPUTES BETWEEN THE PARTIES HERETO ARISING OUT OF OR IN CONNECTION WITH THE INTERPRETATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT, SHALL BE FINALLY SETTLED BY THE FEDERAL OR STATE COURTS LOCATED IN THE COUNTY OF SANTA CLARA IN THE STATE OF CALIFORNIA; AND EACH PARTY TO THIS AGREEMENT HEREBY: (i) IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE RESOLUTION OF SUCH DISPUTES; (ii) IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF SAID COURTS IN ANY SUCH DISPUTE BY PERSONAL DELIVERY OR MAILING OF PROCESS BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, AT THE RESPECTIVE ADDRESS SET FORTH IN SECTION 6(b) ABOVE; (iii) IRREVOCABLY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN SUCH COURTS OR TO THE CONVENIENCE OR INCONVENIENCE OF CONDUCTING OR PURSUING ANY ACTION OR PROCEEDING IN ANY SUCH COURT; AND (iv) IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY REGARDING THE RESOLUTION OF ANY DISPUTES BETWEEN THE PARTIES HERETO ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

e. This Subsidiary Agreement together with the Membership Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them and neither of the parties shall be bound by any conditions, definitions, warranties, waivers, releases or representations (either expressed or implied) with respect to the subject matter of this Subsidiary Agreement, other than expressly set forth herein or the Membership Agreement, or as duly set forth on or subsequent to the date hereof in writing signed by a duly authorized representative of the party to be bound thereby.

f. This Agreement may be executed in counterparts, including by electronic signature, pdf or facsimile, each of which will be deemed an original, but all of which will constitute one and the same document. Faxed, pdf or electronic signatures shall have the same effect as original signatures. A facsimile, pdf or other reproduction of this Agreement may be executed by one or more Parties to this Agreement, and an executed copy of this Agreement may be delivered by one or more Parties to this Agreement by facsimile, e-mail or similar electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

SD CARD ASSOCIATION (“SD Association”)

 (“Subsidiary Participant”)

By (Sign):

By (Sign):

Name (Print): Stan Moyer

Name (Print):

Title: Executive Director

Title:

Date:

Date: