



Application Form and Membership Agreement of Max-i Association

This Application and Agreement for membership ("Agreement"), when signed by the authorized representative of the Applicant and by the Chairman of Max-i Association ("MA") constitutes a binding contract between the Applicant and MA.

Nothing set forth in this agreement shall be deemed or construed to render the parties as joint venturers, partners or employer and employee.

Membership Statement

You agree to comply with and abide the terms of the Bylaws and any amendments as well as other association and membership rules and policies that may be in effect from time-to-time, and that membership of MA will be subject to the Members continuing compliance including qualification for membership.

User Right Statement

Upon the execution of this agreement and your payment of the annual membership fees, dues and assessments, MA grants to you a royalty free, nontransferable, nonexclusive right to make, have made, sell and have sold products based on Max-i technology, to use intellectual property rights ("IPR") of MA, to obtain a unique vendor ID, and to use the Max-i logo and Trademark (collectively, the "Logo") in conjunction with Max-i compliant products. If at any time your products do not conform to the Max-i specification ("Specification"), you agree to terminate your use of the Logo immediately upon notice of the nonconformance, until such nonconformance is cured.

All depictions of the Logo used by you shall be exact electronic or print reproductions of depictions provided by MA or shall be pre-approved by MA before their use. You agree not to adopt or use, or permit any person affiliated with you to adopt or use, any variation of the Logo or any word or mark likely to be confused with the Logo.

Confidentiality and Non-disclosure statement

You agree not to disclose, reproduce or disseminate any parts of the Specification or proposed specifications, which have not been officially and lawfully published, any information from committees or working groups, or any other confidential material, to any third party without prior written consent of the Board of Directors of MA. You also accept to protect such information with not less than the same degree of care as you normally uses in the protection of your own confidential and proprietary information, but in no case with any less degree than reasonable care.

All information from MA or any of its officers, employees, attorneys or other agents, in whatever form transmitted, to Members only shall be deemed confidential and shall be subject to this non-disclosure agreement, whether or not this information is marked "Confidential" or "Proprietary".

Any information a Member submits or discloses to Max-i Association, including any committee or working group thereof, shall be treated as non-confidential and shall be available to all Members of Max-i Association without restrictions unless it is marked by the Member as "Confidential".

The requirement that any confidential information not be disclosed to any third party shall not apply to the disclosure to a limited group of the Member's own employees or to a limited group of technical, financial or legal professionals retained by the Member; provided, however, that the Member takes reasonable precautions including the obtaining of non-disclosure agreements to assure that such employees and professionals are informed of the confidential nature and are bound to respect this as required under this agreement.

You acknowledge and agree that irreparable damage may result to MA if any confidential information is disclosed in contravention of the terms of this agreement.

In the event that you are requested or required in a judicial, administrative or governmental proceeding to disclose any confidential information, you shall provide MA with prompt notice of such request and all related proceedings so that MA may seek an appropriate protective order or waive your compliance with the confidentiality provisions of this agreement. If, as a result of any such request or requirement, you are, in the written opinion of your counsel, compelled to disclose any confidential information to any tribunal or else stand liable for contempt or other censure or penalty, you may disclose such parts to such tribunal without liability, provided, however, that you comply with the provision of prompt notice.

Warranty Disclaimer Statement

You agree that the Specification is provided to you on an AS IS basis without warranty, that MA has the right to make amendments to any parts of the Specification at any time without prior notice, and that backward compatibility is not guaranteed.

You agree that no warranties, express or implied, including without limitations any warranties of merchantability, non-infringement, accuracy, completeness or fitness for any particular purpose are being provided by MA, with respect to any hardware, software, specifications, documentation, interfaces, sample implementations and evaluation boards, or any other items made available to Members by Max-i Association, by any Member or by any other source.

Liability Disclaimer Statement

MA and the authors of the Specification disclaim all liability, including liability for infringement of any proprietary rights, relating to use or implementation of information in the Specification.

In no events shall MA, its officers, directors, Members, agents, licensors or affiliates be liable to you or any customer for any loss of profits, loss of business, development expenses, interruption of business, or any other direct, indirect, special or exemplary, incidental, punitive or consequential damages of any kind, in contract or in tort, even if advised of the possibility of such loss or damage.

You agree to indemnify, protect, defend and hold harmless MA, its officers, directors, Members, agents, licensors and affiliates (collectively, "Indemnitees") from and against any and all claims, demands, obligations, liabilities, fines, losses, damages and expenses (including reasonable attorneys', accountants' and other professional fees, costs and expenses) any Indemnitee may suffer as a result of your use or implementation of information in the Specification, or your use of the Logo.

Legality Statement

This agreement shall be governed by and construed in accordance with the laws of Denmark without regard to conflicts of law principles, and the parties hereby irrevocably submit and consent to the jurisdiction of Danish courts over all matters relating to this agreement. Any litigation or arbitration proceedings shall take place in Denmark and any judgment shall be final binding and conclusive upon the parties hereto.

If any provision of this agreements shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall in no way affect any other provision of this agreement, the application of any such provision in any other circumstance, or the validity or enforceability of this agreement, and any provision that is found to be void, invalid or unenforceable shall be curtailed and limited only to the extent necessary to bring such provision within the requirements of the law.

This Agreement shall be legally binding on the parties hereto, their principles, employees, representatives, agents, assignees, and all others associated. It is the entire agreement between you and MA relating to all provisions of this agreement and supersedes all prior agreements or understandings among the parties with respect thereto. The terms of this agreement can be amended or waived only in writing. This agreement cannot be assigned by you, and any attempted assignment shall be void. This agreement may be signed in counterparts with single and/or several signatures. Each counterpart shall be deemed an original.

Without prejudice to any rights and remedies otherwise available to MA, MA shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of any provision of this agreement by you or your representatives. No failure or delay by MA in exercising any right, power or privilege hereunder (collectively, "Rights") shall operate as a waiver of such Rights, nor shall any single or partial exercise of such Rights preclude any other or further exercise of such Rights. You agree to indemnify MA for any costs and expenses it may incur in connection with the enforcement of this agreement, including legal expenses and reasonable attorneys' fees and other costs in connection therewith, including, without limitation, any attorneys' fees incurred after a judgment has been rendered by a court of competent jurisdiction.

The signer hereby declares that all statements in this application form and membership agreement are understood and agreed without reservations, that all information's in the table below are true and correct, and that I am authorized to sign this agreement on behalf of my company.

Business name to be displayed on Member roster and proposed vendor ID:		
Legal name of company submitting application:		
VAT number:		
Street address:		
City:		
State/province, zip/post code:		
Country:		
Designated representative:		
Telephone	Central office:	
	Representative:	
Fax number:		
E-mail	Primary:	
	Representative:	
Company website:		
Member class:	Regular	Principal
Number of employees:		
Affiliated companies, parent company, incorporation or establishment (attach extra pages with addresses):		
Intended Max-i products and time schedule (attach extra pages if necessary):		
Date (month in letters) and authorized signature:		
Printed name:		
Title:		

Membership accepted and approved by Max-i Association:

Carsten Kanstrup, Chairman of Max-i Association

Membership date (1st of January, April, July or October)