

**CAR CONNECTIVITY CONSORTIUM LLC**  
a Delaware limited liability company

**SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**

**TABLE OF CONTENTS**

**LIST OF SCHEDULES, EXHIBITS AND APPENDICES**

Schedule A --- Member Counterpart Signature Page

Exhibit A — Members' Names, Types and Current Membership Fees

Exhibit B— Membership Agreement

Appendix I — Intellectual Property Rights Policy

Appendix II — Antitrust and Competition Guidelines

**CAR CONNECTIVITY CONSORTIUM LLC**

**SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**

This SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT governing the Company is dated as of November 18, 2016, by and among the Company and the Members of the Company. As from time to time hereafter amended, this Second Amended and Restated Limited Liability Company Agreement is referred to below as the "Agreement."

**RECITALS**

WHEREAS, the Members established the Company as a Delaware limited liability company for the purpose of developing industry standards to facilitate the connectivity of mobile devices, services and applications in the integrated operation of automotive information systems, as more fully described herein and in the appendices attached hereto, and in connection therewith the Members executed a Limited Liability Company Agreement dated as of February 28, 2011 and amended as of November 28, 2012 ("First Amended and Restated Agreement");

WHEREAS, the Members desire that the Company conduct its activities as a nonprofit trade association to develop intellectual property and standard industry Specifications to be distributed for general use by manufacturers for improved and seamless smartphone use in the automotive environment and to license technology pursuant to the Specifications and to provide certification procedures for the implementation of such Specifications;

WHEREAS, the Members desire to amend, restate and supersede the First Amended and Restated Agreement in its entirety by entering into this Agreement, and to set forth the details of their relationship and of the governance and management of the Company; and

WHEREAS, in accordance with Section 16.6 of the First Amended and Restated Agreement, this Agreement has received both Supermajority Board Approval and Supermajority Member Approval, and is binding on all Members of the Company.

**AGREEMENTS**

NOW THEREFORE, in consideration of the premises and the mutual agreements and representations herein contained, and intending to be legally bound hereby, the parties agree as follows.

**ARTICLE 1  
DEFINITIONS**

**Section 1.1 Defined Terms.** As used in this Agreement, the following capitalized terms shall have the respective meanings set forth in this Section 1.1.

"Adopter Member" means the type of Member described in Section 4.2.3 hereof.

“Advisors” means the type of non-Member described in Section 4.2.4 hereof.

“Affiliate” of a specified Person, is any Person, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with the specified Person. The term “control” in the preceding sentence shall require, with respect to any Person, both the right to exercise, directly or indirectly, more than 50% of the voting rights in such Person, and the ownership, directly or indirectly, of more than 50% of the total interests in the profits or losses of such Person.

“Affiliate Signatory” means any Affiliate of a Member (including any Parent of any Affiliate of a Member) that signs a counterpart signature page to such Member’s Membership Agreement pursuant to Section 4.2.5(b) below.

“Agreement” means this Amended and Restated Limited Liability Company Agreement, as further amended from time to time.

“Authorized Person” has the meaning set forth in Section 12.6 hereof.

“Bankruptcy” means with respect to a Member: (i) the Member or its Parent files a voluntary petition in bankruptcy; (ii) the Member or its Parent is adjudicated as bankrupt or insolvent; (iii) the Member or its Parent files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; (iv) the Member or its Parent seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member’s or the Parent’s properties; (v) if within 120 calendar days after the commencement of any proceeding against the Member or its Parent seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the proceeding has not been dismissed; or (vi) if within 90 calendar days after the appointment without the Member’s consent or the Parent’s consent, as the case may be, or acquiescence of a trustee, receiver, or liquidator of the Member or the Parent or of all or any substantial part of the Member’s properties or of the Parent’s properties, as the case may be, the appointment is not vacated or stayed; or if a stay is granted, the appointment is not vacated within 90 calendar days after the expiration of such stay.

“Board Approval” means the affirmative Vote of a majority of the members of the Board of Directors, as in effect on the Vote Date.

“Board of Directors” means the managing governance board of the Company as described in Section 6.1 hereof.

“Certificate of Formation” means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware on February 28, 2011, as amended from time to time subject to Board Approval.

“Charter Member” means the type of Member described in Section 4.2.1 hereof.

“Core Member” means the type of Member described in Section 4.2.2 hereof.

“Company” means the Delaware limited liability company that is governed by this Agreement and that is initially known as “Car Connectivity Consortium LLC”.

“Company Confidential Information” means all nonpublic information that the Company designates as confidential at the time of the disclosure. Company Confidential Information includes the Company’s financial information, Trade Secrets and any other information relating to the Final Specification that the Company has taken measures to prevent from becoming available to persons other than those selected by the Company. Company Confidential Information also includes information received from others (including without limitation Members) that is subject to nondisclosure obligations.

“Company Licensed Rights” means all intellectual property rights that are licensed by the Company from a third party.

“Company Software” means any computer software, in both source code and object code forms, that is entirely owned by the Company without any license restrictions from third parties. Company Software does not include any software that the Company licenses from third parties.

“Contact Information Form” shall mean the Member Contact Information Form attached to the Membership Agreement and completed by the Member in connection with its admission, or such other form as may be designated by the Company from time to time for purposes of collecting such information.

“Contribution” has the meaning as set forth in the Intellectual Property Rights Policy.

“Control” of an Affiliate (including the terms “Controlling”, “Controlled by” and “under common Control with”) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Affiliate, whether through the ownership of voting securities, by contract, or otherwise.

“Copyrights” means all right, title, and interest in and to all copyright registrations, certificates of copyright and all other literary property and author rights.

“Disclosing Party” has the meaning set forth in Section 10.2.

“Dissociation Event” means an event described as a Dissociation Event in Section 4.4.1.

“Draft Specification” means all versions of a document designated as Car Connectivity Consortium LLC draft specification, including without limitation a document titled "Draft Specification" or words of similar meaning, and all Contributions thereto.

“Essential IPR” means essential intellectual property rights as defined in the Intellectual Property Rights Policy.

“Final Specification” means a Draft Specification that has been adopted by the Board of Directors.

“Intellectual Property Rights Policy” means the document titled as such and incorporated herein at Appendix I.

“LLC Act” means the Delaware Limited Liability Company Act set forth at Title 6, Chapter 18 of the Delaware Revised Statutes, as such act may be amended from time to time.

“Member” means each Person that has been admitted to the Company and for which a Dissociation Event has not occurred.

“Member Approval” means the affirmative Vote of a majority of the Members in attendance at the meeting who are qualified to form a Quorum (as defined in Section 5.2.7) and that are entitled to Vote on a particular action or matter and do not abstain from such Vote, as determined on the Vote Date.

“Members’ Issues” means the following issues, individually and collectively: (a) amendment of this Agreement or the Membership Agreement other than any amendment that (i) is required to comply with applicable law or (ii) does not materially adversely impact the rights and obligations under this Agreement of any Member (in its capacity as such); and (b) the merger or consolidation of the Company with, disposition of all or substantially all of the Company’s assets to, or acquisition of all or substantially all of the assets of, any other Person.

“Membership Agreement” means the membership agreement described in Section 4.2.5 hereof, as from time to time hereafter amended..

“Membership Fees” means the fees due by Members described in Sections 11.1 and 11.2 hereof.

“Membership Interest” means the entire rights of a Member in the Company at any particular time.

“Officers” means any individual appointed to be an officer of the Company in accordance with Article 7 hereof.

“Parent” means (a) with respect to any Member on the date of this Agreement, the Person designated as the Parent of such Member on such Member’s Contact Information Form or other records of the Company, but only for so long as such Member is a direct or indirect Subsidiary of the designated Person or such Member is designated as its own Parent, and (b) with respect to any other Person (including any Member if clause (a) of this definition ceases to apply to such Member), such Person if it is not a Subsidiary of another Person, or if it is a Subsidiary of another Person, the Person of which it is a Subsidiary that is not itself a Subsidiary of another Person. In the event that the entity that ultimately controls the Member is not its immediate parent entity, the "Parent" refers to the ultimately controlling entity.

“Permitted Affiliate Recipient” means any Affiliate of a Member that is entitled to receive Company Confidential Information pursuant to the terms of Section 10.3 below.

“Person” includes an individual, corporation, general or limited partnership, limited liability company, cooperative, association, joint venture, trust, or other form of business organization, whether or not operated for profit, organized under the laws of any jurisdiction,

including the laws of any state, territory or possession of the United States or a foreign country.

“Receiving Party” has the meaning set forth in Section 10.2 hereof.

“Record Date” means the date determined by Board Approval as the record date for determining who the Members of the Company are for the purposes of any Vote of the Members.

“Representative” means any individual designated by a Member as a representative of such Member in accordance with Section 5.1 hereof.

“Specifications” means the industry standards to facilitate both the wired and wireless connectivity of mobile devices, services and applications in the integrated operation of automotive information communication and/or entertainment systems, and such related standards as from time to time developed by the Company.

“Subsidiary” of a Person means an Affiliate controlled directly or indirectly by such Person.

“Supermajority Board Approval” means the affirmative Vote of at least two-thirds of the members of the Board of Directors, as in effect on the Vote Date.

“Supermajority Member Approval” means the affirmative Vote of at least two-thirds of the Members that are in attendance at the meeting who are qualified to form a Quorum (as defined in Section 5.2.7) and that are entitled to Vote on a particular action or matter and do not abstain from such Vote, as determined on the Vote Date.

“Trade Secrets” means all right, title and interest in and to all trade secret rights arising under the common law, state law, federal law or the laws of any foreign country.

“Transfer” means (i) as a noun, the sale, gift, assignment, transfer, conveyance or other disposition, either for value or without value, and either voluntarily, involuntarily or by operation of law, of all or any portion of a Membership Interest, or the creation of a security interest, lien or encumbrance of any kind in or with respect to all or any portion of a Membership Interest, and (ii) as a verb, to effect a Transfer as defined in clause (i).

“Vote” means, (i) as a noun, the vote of Members or the members of the Board of Directors in favor of or against, or the execution by Members or by the members of the Board of Directors of or the decision by Members or by the members of the Board of Directors not to execute, a written consent to approve, a particular action or matter brought before those Members or to the Board of Directors, as the case may be, to vote on or to consent to such action or matter, and (ii) as a verb, to effect a Vote as described in clause (i).

“Vote Date” means in the case of a vote, the date of the vote, and in the case of a written consent, the date the written consent is executed by the last signing Member or member of the Board of Directors whose consent is needed to make such written consent effective pursuant to the terms of Section 5.3.1. or Section 6.5.1.

“Working Groups” means a working group of Members’ Representatives formed by

Board Approval and tasked with the development of specific components of the Final Specification or the certification process required thereby or any other project or matter as determined by the Board of Directors, as are more specifically described in Section 9.3.

**Section 1.2 Clarifications.** Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender and any other number as the context requires. As used in this Agreement, the word “including” is not limiting, and the word “or” is both conjunctive and disjunctive. Except as specifically otherwise provided in this Agreement in a particular instance, a reference to a section or exhibit is a reference to a section of this Agreement or an exhibit hereto, and the terms “hereof,” “herein” and other like terms refer to this Agreement as a whole, including the exhibits to this Agreement, and not solely to any particular part of this Agreement. The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

## **ARTICLE 2 FORMATION AND ORGANIZATION OF THE COMPANY**

**Section 2.1 Formation and Organization.** On February 28, 2011, the Company was formed as a Delaware limited liability company pursuant to the LLC Act by filing the Certificate of Formation with the Delaware Secretary of State. The rights and obligations of the Company and the Members shall be as provided in the LLC Act, the Certificate of Formation and this Agreement. This Agreement is subject to, and governed by, the LLC Act and the Certificate of Formation.

**Section 2.2 Name.** The name of the Company as set forth in the Certificate of Formation is “Car Connectivity Consortium LLC”. In addition, the Company may adopt trade names and trade styles as the Company, by Board Approval, may from time to time determine.

**Section 2.3 Principal Office.** The principal office of the Company shall be Car Connectivity Consortium LLC, c/o VTM Group, 3855 SW 153rd Drive, Beaverton, Oregon 97006, with any written notices being sent to the attention of Car Connectivity Consortium Administration. Upon Board Approval, the Company may change its principal office and its representative for notice purposes, and may establish other places of business at any place or places.

**Section 2.4 Registered Office and Registered Agent.** The Company’s initial registered office shall be 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and the Company’s initial registered agent at such address shall be Corporation Service Company. The registered office and/or registered agent may be changed from time to time to another address in the United States and/or another Person by Board Approval in accordance with the LLC Act.

**Section 2.5 Reservation of Redress.** The formation, existence and operation of the Company, and membership in the Company are not intended, nor shall they be construed, to limit, either individually or together, the rights of any Member to bring or cause to be brought or maintained any legal or equitable action or proceeding against any other Member or against the Company except as set forth in Article 14.2 or in Article 14.3 regarding resolution of certain disputes.

**Section 2.6 No Consent to Jurisdiction.** By entering into this agreement, except as provided

in the LLC Act, no Member consents to or acknowledges jurisdiction of any governmental body or instrumentality over governance of the Company.

### **ARTICLE 3 PURPOSE, BUSINESS AND DURATION OF THE COMPANY**

**Section 3.1 Purpose.** The Company has been organized for the following purposes:

3.1.1 To develop industry standards to facilitate both the wired and wireless connectivity of mobile devices, services and applications in the integrated operation of automotive information, communication and/or entertainment systems.

3.1.2 To develop intellectual property and standard industry Specifications to be distributed for general use by manufacturers or developers of relevant products, devices, applications or technology for improved and seamless smartphone use in the automotive environment and to license technology pursuant to the Specifications and to provide certification procedures for the implementation of such Specifications;

3.1.3 To achieve the foregoing purposes without engaging in business for the Company's financial gain and without making distributions of its income or assets to the Members; and

3.1.4 To exercise all powers and to engage in all activities necessary to or reasonably connected with the foregoing that may be exercised and engaged in by limited liability companies under the LLC Act.

**Section 3.2 Term of Existence.** The Company's existence shall continue until the Company is dissolved and its Certificate of Formation is cancelled in accordance with this Agreement.

### **ARTICLE 4 MEMBERS**

**Section 4.1 Current and New Members.**

**4.1.1 Members Capacity as Members.** The Members, in their capacity as such, shall have no part in the management of the Company except as set forth in this Agreement or in nonwaivable provisions of the LLC Act and, unless otherwise authorized by the Board of Directors, shall have no authority or right to act on behalf of, or to bind, the Company in connection with any matter. Except as specifically provided for in this Agreement or in a nonwaivable provision of the LLC Act, the Members, in their capacity as such, shall have no Voting, approval or consent rights and to the extent permitted by applicable law, each Member, in its capacity as such, waives its right to Vote on any matters other than Member Issues, or as specifically provided for in this Agreement or in a nonwaivable provision of the LLC Act; provided however, that the Board of Directors may, in its sole discretion, submit other issues to a Vote of the Members.

**4.1.2 Members.** The names, types and initial Membership Fees of the current Members as of the date of this Agreement are set forth on Exhibit A attached hereto and made a part

hereof. The Board of Directors shall cause the Company to keep accurate records regarding changes in the Members pursuant to Sections 4.1.3, 4.3 and 4.4.

4.1.3 Admission of New Members. Except as provided in Section 4.3.2, Board Approval shall be required to admit new Charter Members and to determine the terms and conditions of such admission. For the avoidance of doubt, Board Approval shall not be required to admit new Core Members or Adopter Members.

4.1.4 Contribution by a Member of Assets in Lieu of Membership Fees. As described on Exhibit A attached hereto or as determined by Board Approval (included in the Initial Budget of the Company or otherwise), contribution by a Member of certain assets or funds, including, but not limited to, intellectual property (with the exception of any Contribution (as defined in the Intellectual Property Rights Policy) to the Final Specification), and formation of the Company (as evidenced by written documentation therefore submitted by such Member), shall be accepted by the Company and the Board of Directors in lieu of payment of Membership Fees by such Member, and to the extent that contribution by a Member of such assets or funds is valued at fair market value in excess of Membership Fees (as described on Exhibit A attached hereto or as determined by Board Approval, as the case may be), then such Member may be compensated therefore by the Company from Membership Fees collected from other Members. Notwithstanding the foregoing, the member of the Board of Directors who is designated as a representative of that Member whose contribution of assets or funds in lieu of payment of Membership Fees is considered for acceptance by Board Approval, shall not participate in such Vote.

## **4.2 Types of Members.**

4.2.1 Charter Members. Charter Members will have access to Draft Specifications under development and are authorized to provide comments and input to Specifications under development. Charter Members will have access to all releases of Final Specifications in accordance with the terms of the Intellectual Property Rights Policy without additional fee. Charter Members are authorized to designate a representative to be a member of a Working Group. Charter Members are authorized to designate a representative to be a member of the Board of Directors of the Company, as described below. Charter Members are expected, but shall have no obligation, to build or develop a commercial product or service supporting the Specifications and to implement defined technologies and solutions developed by the Company in the commercial products or services manufactured or developed by the Charter Member related to the Specifications. Charter Members shall have such other rights as the Board of Directors may from time to time approve. The current annual Membership Fee for Charter Members is set forth on the Fee Schedule to the Membership Agreement, and can be adjusted by Board Approval.

4.2.2 Core Members. Core Members will have access to Draft Specifications under development and are authorized to provide comments and input to Specifications under development. Core Members will have access to all releases of Final Specifications in accordance with the terms of the Intellectual Property Rights Policy without additional fee. Core Members are authorized to designate a representative to be a member of a Working Group. Core Members shall have such other rights as the Board of Directors may from time to time approve. The current annual Membership Fee for Core Members is set forth on the Fee Schedule to the

Membership Agreement, and can be adjusted by Board Approval.

4.2.3 Adopter Members. Adopter Members will have access to all releases of Final Specifications in accordance with the terms of the Intellectual Property Rights Policy, and to the certification program, without additional fee. Adopter Members shall have such other rights as the Board of Directors may from time to time approve. The current annual Membership Fee for Adopter Members is set forth on the Fee Schedule to the Membership Agreement, and can be adjusted by Board Approval.

4.2.4 Non-Member participation by Advisors. Advisors, who may include entities such as operators and regulatory agencies, may be requested by the appropriate Working Group on case by-case basis to provide input to Draft Specifications during development, provided that Advisors shall execute such non-member participation and/or contribution agreements as the Company may from time to time instruct. Advisors shall not execute a Membership Agreement nor shall they enjoy any of the rights and obligations of Members under the Membership Agreement or this Agreement. Advisors may be requested to designate a representative to be a member of a Working Group. There will be no annual participation fee for Advisors; provided, however, that a participation fee for Advisors can be instituted by Board Approval.

4.2.5 Execution of Membership Agreement.

(a) All Members shall be required to execute a Membership Agreement, in the form of Exhibit B attached hereto, that includes an acknowledgement to be bound by this Agreement, including all Appendices attached hereto, including without limitation the Intellectual Property Rights Policy (Appendix I) and the Antitrust and Competition Guidelines (Appendix II). Pursuant to the Membership Agreement, all Members shall acknowledge that their status as Members may be publicly disclosed by the Company.

(b) Any Affiliate of a Member, or Parent of an Affiliate of a Member, may execute a counterpart signature page to the Membership Agreement of such Member pursuant to the terms of Section 10.3 below, in order to make such Affiliate eligible to be a Permitted Affiliate Recipient. Any such Affiliate or Parent that executes a counterpart signature page to such Member's Membership Agreement pursuant to Section 10.3 is referred to herein as an "Affiliate Signatory." By executing such counterpart signature page, such Affiliate Signatory shall thereby agree to be bound by all applicable terms of this Agreement and all Appendices hereto, including without limitation the Intellectual Property Rights Policy and the Antitrust and Competition Guidelines. Any Affiliate Signatory shall have only those rights that are expressly set forth in this Agreement or any other applicable document as rights that are applicable to Affiliate Signatories, and no additional rights shall be implied hereunder.

**Section 4.3 Restrictions on Transferability.**

4.3.1 General Statement. Neither record title nor beneficial ownership of any Membership Interests may be Transferred except as expressly permitted by Section 4.3.2. No transferee of a Member's Membership Interest shall have any rights as a Member or be entitled to Vote on any action or matter or to participate in any meeting of the Members or in the management of the Company, unless and until such transferee is admitted as a Member in accordance with this Agreement. Any attempted Transfer in contravention of any of the

provisions of this Agreement shall be void ab initio and unenforceable and shall not bind or be recognized by the Company or any of the other Members. Each Member shall give prior written notice to the Company at the Company's principal office of an intended Transfer of its Membership Interest. If, notwithstanding this Section 4.3, a transferee acquires a Membership Interest from another Member in a Transfer that is not expressly permitted by Section 4.3.2, the Transfer of such Membership Interest shall constitute a Dissociation Event with respect to the transferor and transferee as provided in Section 4.4.1(b).

4.3.2 Permitted Transfers. The following Transfers are permitted, subject to and contingent upon the satisfaction of the requirements of Section 4.3.3: (i) a Transfer of all, but not less than all, of such Member's Membership Interest with Board Approval; and (ii) a Transfer of all, but not less than all, of a Member's Membership Interest to an Affiliate of such Member.

4.3.3 Conditions. A Transfer permitted by Section 4.3.2 shall only be consummated and be effective upon the execution and delivery by the transferor and transferee to the Company of such documents as are necessary to confirm (i) that such transferee agrees to become a party to this Agreement and to assume all of the obligations hereunder of the transferor and to be bound by the terms and conditions hereof in the same manner as the transferor, including without limitation the Intellectual Property Rights Policy, and (ii) that the proposed Transfer will not violate or cause the Company to violate any applicable rule, regulation, order, report, directive or policy of any applicable regulatory agency.

4.3.4 Effect of Permitted Transfers. When a Transfer of all of a Member's Membership Interest that is permitted by Section 4.3.2 has been consummated in compliance with the requirements of Section 4.3.3, the transferee shall automatically without further action by the Board of Directors or the Company be admitted as a substitute Member, and the transferor shall no longer be considered a Member of the Company for any purposes.

#### **Section 4.4 Dissociation Events for Members.**

4.4.1 Occurrences Constituting Dissociation Events. The following shall constitute "Dissociation Events" with respect to a Member:

(a) Voluntary Withdrawal. The giving of written notice by a Member to the Company at any time and for any reason that such Member resigns as a Member of the Company. There shall not be any refund of any portion of a Membership Fee paid by such withdrawing Member.

(b) Impermissible Transfers. The Transfer of all or any portion of the Membership Interest of a Member to another Person that is not expressly permitted by Section 4.3.2, or the acquisition of all or any portion of the Membership Interest of another Member as a result of a Transfer that is not expressly permitted by Section 4.3.2.

(c) Failure to Pay Membership Fees. The failure of a Member to pay any Membership Fees on or before the due date thereof as determined by Board Approval.

(d) Expulsion of Member. A Member may be expelled from the Company as a Member only if the following requirements have been satisfied: (1) a meeting of the Board of Directors was

properly called and notice was properly given under this Agreement solely for the purpose of considering the expulsion of a Member and the Member whose expulsion is being considered shall be given ten (10) business days prior notice of the meeting and shall be invited to have its Representative attend the meeting and address the Board of Directors; (2) a final, non-appealable determination from a governmental agency or instrumentality was issued against a Member whose expulsion is being considered, and at least one Member has asserted in writing to the Company or to the other Members prior to such meeting that such determination could reasonably be expected to have a material adverse effect upon the Company's ability to accomplish its purposes or conduct its business as specified in Section 3.1 if a particular Member's Membership Interest in the Company is not terminated; and (3) Supermajority Board Approval is obtained to expel such Member, and in the case of a Charter Member, unanimous Board Approval is obtained to expel such Charter Member; provided, however, that solely for purposes of determining Board Approval for such Vote, the Member whose expulsion is being considered shall not be entitled to Vote on such matter.

(e) Bankruptcy or Other Cause. The Bankruptcy of a Member, the dissolution and commencement of a winding up of a Member, or the occurrence of any other event that terminates the continued membership of a Member in a limited liability company under the LLC Act.

4.4.2 Effect of Dissociation Events. The occurrence of a Dissociation Event shall cause such Member to immediately and automatically (i) cease to be a Member, (ii) lose all right, title and interest in its Membership Interest, and (iii) lose all rights and benefits hereunder; provided that certain provisions of this Agreement shall survive such Dissociation Event and shall continue to be obligations of such Member as set forth in Section 16.12 hereof.

**Section 4.5 Independent Activities.** Subject to the provisions of Article 10 regarding confidential information, each Member may engage in whatever activities it chooses, including activities that compete with the Company, the other Members or their Affiliates, without having or incurring any obligation to offer any interest in such activities or the opportunity to do so to the Company or to any other Member. Each Member may have and may hereafter develop businesses and interests that compete or conflict with the businesses and interests of other Members or of the Company. No Member has any duty to the Company or any other Member to disclose or account for such competing businesses and interests. As a material part of the consideration for the execution of this Agreement by the other Members, each Member hereby waives, relinquishes, and renounces any right arising under this Agreement to participate in other activities or businesses engaged in by such other Members as well as any interest or expectancy in other Members' business activities or ventures and to the income or proceeds derived from them, or right to information about or related to such business activities or ventures. No Member, by reason of acting as a Member of the Company, shall have any duty of loyalty, duty of care, or duty to act in the best interest of the Company or any other Member, nor shall any Member have any duty to disclose any information to the Company or other Members or their respective Affiliates it may have acquired in connection with its business activities or ventures even if such information may be deemed useful to the Company or its Members or their Affiliates, and each Member may act with respect to the Company solely in its own interest to the fullest extent permitted by applicable law.

**Section 4.6 Compliance With Antitrust and Competition Laws.**

The Company is a trade association of developers and users of the Final Specification.

The Company is organized to promote the common interests of developers and users of the Specifications. The Company is not intended to become involved, and will not become involved, in the competitive business decisions of its Members, nor will it take any action which would tend to restrain competition among and between the Members in violation of the antitrust and competition of any applicable jurisdiction.

The Company and its Members unequivocally support the policy of competition served by the antitrust and competition laws and uncompromisingly intend to comply strictly with such laws. It shall be the responsibility of every Member and the Company to be guided by this policy of strict compliance with the antitrust and competition laws in all of the Company's activities. Each Member agrees to comply, and cause its Affiliates to comply, with the Antitrust and Competition Guidelines (incorporated herein at Appendix II) in connection with its involvement with the Final Specification and the Company's activities and hereby assumes the responsibility to ensure that its Representatives acting under this Agreement are aware of and understand all compliance guidelines adopted by the Company as well as principles of antitrust compliance generally.

Any violation by a Member or any Affiliate or Representative of a Member of the Antitrust and Competition Guidelines or of this Section 4.6 shall make the Member subject to immediate suspension by the Board of Directors from membership in the Company and immediate removal from the Board of Directors and any office held by any such Representative violating the Antitrust and Competition Guidelines or this Section 4.6.

#### **Section 4.7 Affiliates.**

Each Member shall cause its Affiliates to comply with all obligations set forth in this Agreement, the Membership Agreement, the Intellectual Property Rights Policy, the Antitrust and Competition Guidelines, and any other applicable documents, that are specifically applicable to Affiliates, and shall be fully responsible to the Company for any failure of any Affiliate to so comply.

### **ARTICLE 5 MEETINGS OF MEMBERS**

#### **Section 5.1 Representation of Members.**

5.1.1 Representation. Each Member shall designate, and maintain a currently effective designation of one or more authorized Representatives. Such Representatives may be independent contractors of such Member; provided that such Member shall be fully responsible for ensuring that any such independent contractor complies with all applicable requirements set forth in this Agreement or any Exhibit or Appendix hereto, including without limitation the Intellectual Property Rights Policy, and such other requirements as shall be established by the Board of Directors from time to time. The initial Representatives of each Member are listed on such Member's Contact Information Form. Each Representative of a Member shall have the authority to act on behalf of such Member, including to exercise such Member's right to Vote, with the Company and the other Members being entitled to rely on such authority with respect to such actions.

5.1.2 Change in Representatives. The Representatives of any Member serve at its pleasure, and such Member may remove (with or without cause), replace, add to or otherwise change its Representatives at any time. Each Member shall give written notice of any such change in its Representatives to the Company at its principal office, and such change shall take effect upon the receipt of such notice by the Company's representative at such principal office or at such later time as may be specified in the notice.

5.1.3 Member Information Regarding Representatives and Notice Recipients. Each Member shall maintain with the Company a currently effective schedule of information regarding such Member, including for each of its Representatives and designated recipients of notices under Section 16.2.1: (i) a phone number with voice mail capability; (ii) an email address; (iii) an address that is sufficient for registered or certified mail deliveries and deliveries by overnight delivery services; (iv) a facsimile number; and (v) a telephone number during regular business hours. Such information shall also include a list of all Affiliates of such Member. Such information may be changed or updated by written notice, from time to time, by such Member to the Company's representative at its principal office, accompanied by an email of such information if requested by the Company's representative. Such Company representative shall ensure that a set of such schedules, with the currently effective information provided to such representative by each Member, shall be available to the Members for each meeting of the Members. Upon request by any Member, such Company representative shall promptly email or send by facsimile such schedules for the Members to such requesting Member.

## **Section 5.2 Meetings of the Members.**

5.2.1 Call of Meetings. A meeting of the Members, for any purpose or purposes whatsoever, may be called at any time by Board Approval, or upon written request of a majority of the Charter Members or a majority of the Core Members. In either such event, notice of such meeting shall be delivered pursuant to Section 16.2.2. Any such written notice of a meeting shall state the purposes of the meeting.

5.2.2 Time and Notice of Meetings. Notice of any meeting of the Members shall specify the date and time of such meeting and be given to the Members at least thirty (30) calendar days in advance of such meeting. Unless changed by Board Approval, the date for determining Members entitled to be given notice of a meeting of the Members shall be the day before the first notice given to Members; it being expressly understood and agreed that Persons that are Members on such record date shall be entitled to receive such notice, whether or not any such Member then has the right to Vote on all or any matter that is the subject of such meeting or is then subject to a Dissociation Event that is then continuing and not cured.

5.2.3 Location of Meetings. Notice of any meeting of the Members shall specify the location of such meeting, as determined by Board Approval.

5.2.4 Attendance at Meetings. For purposes of this Agreement, a Member shall be considered to be present at a meeting if a Representative of the Member is present in person. Representatives shall not have the right to participate in any meeting by conference telephone unless otherwise approved by the Board of Directors.

5.2.5 Waiver of Notice, Effect of Attendance, and Abstentions. Notice of a meeting of

the Members may be waived by any Member entitled to such notice. By attending a meeting, a Member waives objection to the lack of notice or defective notice for all purposes of the meeting unless at the beginning of the meeting such Member objects to the holding of the meeting or to the transacting of business at the meeting. A Member that attends a meeting also waives objection to consideration at such meeting of a particular matter not within the purpose described in the notice unless such Member objects to considering the matter when it is presented. A Member attending a meeting that wishes to abstain in any Vote on a particular action or matter shall express such abstention in a clear manner for the record, and the secretary designated for purposes of such meeting shall record such abstention with respect to such Vote in the minutes of such meeting.

5.2.6 Presiding Chair and Secretary. At every meeting of the Members, before the commencement of any further action and as the first order of business at such meeting, the Board of Directors shall, by Board Approval, appoint Persons to serve as the presiding chair and the secretary of the meeting. The secretary will record the minutes and take custody of a set of all documents prepared for or distributed at the meeting for retention in the Company's records. Any Representative selected to act as the presiding chair or the secretary at a meeting may also serve in his or her capacity as a Representative for all purposes of the meeting.

5.2.7 Quorum. The presence in person of a majority of the Charter Members, a majority of the Core Members and a majority of the Adopter Members, by attendance (in person or as otherwise authorized by Section 5.2.4 hereof) of the Representatives thereof, shall be necessary to constitute a quorum for the transaction of business. If less than a majority of the Charter Members, a majority of the Core Members and a majority of the Adopter Members is present at a meeting, a majority of the Members present may adjourn the meeting without further notice.

**Section 5.3 Action Without a Meeting.** Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is evidenced by one or more written consents describing with particularity the action taken and prepared and delivered in compliance with this Section 5.3.

5.3.1 Conditions Precedent to Effectiveness of Written Consent. No written consent shall be effective unless and until all of the following conditions have been satisfied:

- (a) Such written consent shall have been sent to each Member's designated recipient of notices under Section 16.2.1;
- (b) Such written consent shall have been executed by that number of Members that would be necessary to authorize or take such action at a meeting (excluding Members affirmatively abstaining under subsection (d) below); and
- (c) Following execution by such Members, the executed written consent is sent to and received by the Company's representative at its principal office.
- (d) For purposes of this Section 5.3, a Member may only abstain from a written consent by (1) executing such written consent and expressly stating in writing adjacent to such signature that such Member abstains, and (2) causing such written consent to be sent to and received by the

Company's representative at its principal office.

5.3.2 Reliance by the Company. The Company shall be entitled to rely upon the validity and authenticity of a written consent executed by a Member pursuant to this Section 5.3 without further investigation or inquiry, provided that such written consent shall purport to have been executed by a person who is then (i) a Representative of such Member or (ii) a designated recipient of notices (including copies) under Section 16.2.1.

## **ARTICLE 6 MANAGEMENT**

### **Section 6.1 Management by the Board of Directors.**

6.1.1 Management Vested in Board. The management of the Company is vested in a Board of Directors. Unless otherwise determined by Board Approval, management of the Company, either in whole or in part, shall not be vested in a manager. Each member of the Board of Directors shall devote such time and effort to the management of the business and affairs of the Company as such Person shall determine in its sole and absolute discretion.

6.1.2 Charter Member's Right to Appoint Representatives. Except as otherwise specifically provided herein, each Charter Member shall have the right to designate a Representative, as set forth on such Member's Contact Information Form or such other form as may be designated by the Company, to be a member of the Board of Directors and be entitled to Vote on any action or matter, and to participate in any meeting of the Board of Directors and in the management of the Company. Each Charter Member shall have the right to change its designated Representative at any time, with or without cause, by delivery of written notice to the Company as provided by this Agreement, and such new Representative shall immediately replace such Charter Member's member on the Board of Directors, and the Company shall reflect such change in the records of the Company and in such Member's Contact Information Form. Alternate Directors may be appointed pursuant to Section 6.7 below. Because each Charter Member has the right to designate one member of the Board of Directors, the Board of Directors shall not approve membership of any new Charter Member unless there is an available Board seat for such Charter Member at the time of admission.

6.1.3 Size of Board. The Board of Directors shall consist of a minimum of 3 members and a maximum of 13 members, which numbers may be amended by a Supermajority Board Approval.

6.1.4 Vacancies. In the event vacancies exist on the Board of Directors after each Charter Member has designated a Board member, the Board of Directors may upon Supermajority Board Approval establish a written election process enabling the appointment of one or more members to the Board of Directors from among the Representatives of Core Members. As part of such process, the Board of Directors shall provide each Adopter Member with the opportunity to upgrade to membership as a Core Member as of a specified record date in order to be included in the above-referenced written election process.

6.1.5 Merger of Members. In the event that two (2) or more Members that have a Representative on the Board of Directors are merged or one such Member acquired by another

such Member, the surviving or acquiring Member shall designate which of its Representatives is to remain on the Board of Directors and the other Representative(s) will resign and be effectively removed from the Board of Directors immediately upon the closing of the acquisition or merger.

6.1.6 Chairman of the Board. The Board of Directors shall, by Board Approval, elect a member of the Board of Directors to act as the Chairman of the Board (and any replacement) for a period of one (1) year commencing with the first meeting of the Board of Directors, and at, or before, the beginning of each year thereafter.

6.1.7 Certain Responsibilities of the Board. The Board of Directors shall, among other Company management responsibilities, approve an Intellectual Property Rights Policy for the Company and the Members, as well as terms for a license for any Company Licensed Rights, Company Software, and any trademark that the Company may adopt for the purposes of licensing to Members, together with the terms for any certification regime for interoperability and conformity with the Final Specification. The currently approved Intellectual Property Rights Policy is attached hereto as Appendix 1.

**Section 6.2 Actions by Board of Directors; No Individual Authority of Members.** Only the actions of the Board of Directors pursuant to Section 6.1 shall be acts of the Company. No Member acting alone, unless expressly authorized by Board Approval, shall have any authority to act or sign on behalf of the Company, to represent the Company before any governmental authority, to bind the Company, to cause the Company to assume or undertake any obligation, debt, liability, duty or responsibility, or to pledge any of the Company's credit or property.

**Section 6.3 Delegation of Duties and Responsibilities by Board of Directors to Officers, Working Groups and Committees.** From time to time, by Board Approval, the Board of Directors may delegate certain duties and responsibilities to (a) Officers of the Company appointed pursuant to Section 7.1 hereof, (b) Working Groups, which can be formed by Board Approval and tasked with the development of specific components of the Specifications or the certification process required thereby or any other project or matter as determined by the Board, or (c) Committees, which can be formed by Board Approval and tasked with certain matters as determined by the Board of Directors. Each and every Officer, Working Group and every member thereof, and Committee and every member thereof appointed or formed by the Board of Directors shall be responsible to the Board of Directors, serves at the pleasure of the Board of Directors and shall make such reports or presentations to the Board of Directors as the Board of Directors shall determine. All Charter Members and Core Members shall have the right to nominate Persons or Representatives to participate in Working Groups. Persons, including Officers, or Representatives of the Members shall be selected solely by Board Approval for membership on any Committee of the Board of Directors. The Board of Directors, at its first meeting, shall appoint a Finance Committee that shall be responsible for development and oversight of the Initial Budget for the Company and for each succeeding Annual Budget for the Company. The chairman of the Finance Committee shall be the Chief Financial Officer of the Company. The Board of Directors shall appoint a Steering Committee, with such responsibilities and composition as are set forth in the Operations Guideline Document.

**Section 6.4 Meetings of the Board of Directors.**

6.4.1 Call of Meetings. A meeting of the Board of Directors, for any purpose or

purposes whatsoever, may be called at any time by Board Approval or by the Chairman. In such event, notice of such meeting shall be delivered pursuant to Section 16.2.2.

6.4.2 Time and Notice of Meetings. The Board of Directors shall meet at least once every other calendar month. Notice of any meeting of the Board of Directors shall specify the date and time of such meeting and be given to the members of the Board of Directors at least five calendar days in advance of such meeting.

6.4.3 Location of Meetings. Notice of any meeting of the Board of Directors shall specify the location of such meeting, as determined by Board Approval or by the Chairman.

6.4.4 Attendance at Meetings. For purposes of this Agreement, a member of the Board of Directors shall be considered to be present at a meeting if the designated Board Representative of the Member or the Alternate Director is present in person. Representatives shall not have the right to participate in any meeting by conference telephone unless otherwise approved by the Board of Directors.

6.4.5 Waiver of Notice, Effect of Attendance, and Abstentions. Notice of a meeting of the Board of Directors may be waived by any member of the Board of Directors entitled to such notice. By attending a meeting, a member of the Board of Directors waives objection to the lack of notice or defective notice for all purposes of the meeting unless at the beginning of the meeting such member objects to the holding of the meeting or to the transacting of business at the meeting. A member that attends a meeting also waives objection to consideration at such meeting of a particular matter not within the purpose described in the notice unless such member objects to considering the matter when it is presented. A member attending a meeting that wishes to abstain in any Vote on a particular action or matter shall express such abstention in a clear manner for the record, and the secretary designated for purposes of such meeting shall record such abstention with respect to such Vote in the minutes of such meeting.

6.4.6 Presiding Chair and Secretary. At every meeting of the Board of Directors, the Chairman shall serve as the presiding chair and the Secretary shall serve as secretary of the meeting, unless a Representative is selected to act as the presiding chair or a Representative or a non-Director attending the meeting is selected to act as the secretary at such meeting. The secretary will record the minutes and take custody of a set of all documents prepared for or distributed at the meeting for retention in the Company's records. Any Representative selected to act as the presiding chair or the secretary at a meeting may also serve in his or her capacity as a Representative for all purposes of the meeting.

6.4.7 Quorum. The presence in person at a meeting of at least two-thirds of the entire Board of Directors, by attendance at the meeting of the Representatives of at least two-thirds of the Members having the right to appoint a member to the Board of Directors in accordance with Section 6.1 hereof, shall be necessary to constitute a quorum of the Board of Directors for the transaction of business. If less than two-thirds of the directors are present at a meeting, a majority of the directors present may adjourn the meeting without further notice.

**Section 6.5 Action Without a Meeting.** Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is evidenced by one or more written consents describing with particularity the action taken and prepared and

delivered in compliance with this Section 6.5.

6.5.1 Conditions Precedent to Effectiveness of Written Consent. No written consent shall be effective unless and until all of the following conditions have been satisfied:

(a) Such written consent shall have been sent to each member of the Board of Directors pursuant to Section 16.2.2;

(b) Such written consent shall have been executed by that number of members of the Board of Directors that would be necessary to authorize or take such action at a meeting (excluding members of the Board of Directors affirmatively abstaining under subsection (d) below); and

(c) Following execution by such members of the Board of Directors, the executed written consent is sent to and received by the Company's representative at its principal office.

(d) For purposes of this Section 6.5, a member of the Board of Directors may only abstain from a written consent by (1) executing such written consent and expressly stating in writing adjacent to such signature that such member abstains, and (2) causing such written consent to be sent to and received by the Company's representative at its principal office.

#### **Section 6.6 Approval by Board of Directors.**

6.6.1 Supermajority Board Approval. Notwithstanding anything to the contrary contained herein, the following matters shall require Supermajority Board Approval:

(a) Expulsion of a Member pursuant to Section 4.4.1 hereof;

(b) Dissolution of the Company pursuant to Section 13.1 hereof;

(c) Material modification to the Purposes of the Company as set forth in Section 3.1 hereof;

(d) Change to the Company's status as a nonprofit organization as set forth in Section 2.6 hereof;

(e) Approval of the Annual Budget and any material modifications thereto during the fiscal year;

(f) Submission of any action or matter to a Vote of the Members at a meeting of the Members to confirm Board Approval;

(g) Amending the minimum or maximum size of the Board of Directors pursuant to Section 6.13 hereof;

(h) Establishing a written election process enabling the appointment of

one or more members to the Board of Directors from among the Representatives of Core Members pursuant to Section 6.14 hereof; and

(i) Amending, modifying or supplementing this Agreement pursuant to Section 16.6 hereof.

6.6.2 Special Approval for Final Specification. Approval of the Final Specification by the Board of Directors shall be governed by Section 9.4.3, and shall require the Vote of the number of directors set forth therein.

6.6.3 Other Board Decisions. All other matters related to management of the Company, including without limitation such matters as are set forth in Section 6.1.7 above, shall be subject to Board Approval.

### **Section 6.7 Alternate Directors**

6.7.1 Alternate Director. Each Board Member may designate an additional Representative to act as an alternate Director (the “Alternate Director”) as the Board Member’s alternate Representative to the Board of Directors by delivering a written notice to the Company thereof. The written notice to the Company designating the Alternate Director shall include the schedule of information about the Alternate Director as set forth in Section 5.1.3 of this Agreement. Such Alternate Director shall be entitled to receive notices of all meetings of Board of Directors, to attend and participate in any Board meetings and in the management of the Company, and, to the extent that the Board Member’s Representative to the Board is absent for any Board meeting, to be counted as part of the quorum to Vote on any action or matter, to Vote on any action or matter and generally to perform all the functions of the Representative of a Member of the Board of Directors pursuant to Section 6.1 of this Agreement. The attendance of an Alternate Director shall be noted at the beginning of each meeting of the Board of Directors and recorded in the official Board meeting minutes.

6.7.2 Bound by Agreement. Every person acting as an Alternate Director shall be subject in all respects to the provisions of this Agreement relating to designated Director Representatives, including Section 12.6 (Exculpation and Duties and Liabilities of Directors and Other Authorized Persons). The signature of an Alternate Director to any written consent of the Board of Directors pursuant to Section 6.5 of this Agreement, unless the terms of the Alternate Director’s appointment provides to the contrary, shall be as effective as the signature of the designated Representative to whom he or she is alternate.

6.7.3 Change in Alternate Director. Each Board Member shall have a right to change its Alternate Director at any time, with or without cause, by delivery of a written notice to the Company as provided by this Agreement, and such new Alternate Director shall immediately replace such Board Member’s Alternate Director, and the Company shall reflect such change in the records of the Company.

## **ARTICLE 7 OFFICERS**

**Section 7.1 Officer Positions.** The Board of Directors may in accordance with the Operations

Guideline Document appoint or elect Officers from time to time to carry out the day-to-day operations of the Company or to perform other duties or functions, subject to the direction and control of the Members. Such Officers shall include at least the following: a President, a Secretary and a Chief Financial Officer. All Officers appointed by the Board of Directors shall have the duties and responsibilities and shall serve for such terms as shall be set forth in the Operations Guideline Document or as otherwise determined by Board Approval. Unless expressly otherwise provided herein or by Board Approval, a Representative selected to serve in an Officer position shall continue to serve in his or her capacity as a Representative and shall be entitled to Vote as a Representative on all matters on which the Member that designated such Representative is entitled to Vote. Any such Officer may be removed, with or without cause, at any time by Board Approval.

**Section 7.2 Independent Activities of Officers.** Any Officer who is an employee, contractor or agent of a Member may, in that capacity, engage in other activities for such Member and work on behalf of such Member to develop businesses and interests that compete or conflict with the businesses and interests of the other Members and of the Company without having or incurring any obligation to disclose or to offer any interest in any such activity to the Company or to any Member; provided, however, that such Member for which any Officer serves as an employee, contractor or agent shall disclose in writing its relationship with such Officer to the Company and its other Members. Subject to the foregoing, each Officer has the duty to perform in good faith any duties that he or she shall have agreed to undertake on behalf of the Company.

## **ARTICLE 8 VOTING**

**Section 8.1 Voting Rights.** For any particular action or matter that is required or permitted to be Voted on by the Members, each Member for which a Dissociation Event is not then continuing and which is not otherwise prohibited from Voting on a particular action or matter by this Agreement or the LLC Act, shall be entitled to Vote on such action or matter. Each Member authorized to vote shall be entitled to one vote for each action or matter that is required or permitted to be Voted on by the Members. Other than through the designation of Representatives pursuant to Section 5.1, Members may not Vote by proxy.

**Section 8.2 Default Requirement for Approval of Action by the Members.** Except (i) with respect to actions that are Members' Issues, which shall be decided by Supermajority Member Approval; and (ii) as otherwise provided expressly in this Agreement or in the LLC Act, approval by the Members of a matter submitted or required to be submitted for the Vote of the Members shall be decided by Member Approval.

## **ARTICLE 9 FINAL SPECIFICATION AND ADMINISTRATION**

**Section 9.1 Administration.** The Members contemplate that the Final Specification shall be developed and distributed pursuant to the terms of the Agreement and such policies and guidelines as shall be determined by the Board of Directors or by a Working Group delegated such responsibility by the Board of Directors.

**Section 9.2 Access to the Final Specification.** All Members of the Company, and their

Affiliates, shall have access to the Final Specification, at such times as shall be determined by the Board of Directors or by a Working Group delegated such responsibility by the Board of Directors. The Board of Directors may make such Final Specification available to the public, at such price and on such terms as may be determined by the Board of Directors.

**Section 9.3 Working Groups.** The Company shall have such Working Groups as may from time to time be designated upon by vote of the Board of Directors. It is anticipated that the Board of Directors shall designate the following Working Groups: (i) Technical Working Group; (ii) Ecosystem Working Group; (iii) User-experience Working Group; and (iv) Certification Working Group. The Board of Directors shall have the right to discontinue any Working Groups at any time, subject to the Operations Guideline Document.

Meetings and actions of Working Groups shall be governed by, noticed and held in accordance with the written Operations Guideline Document adopted by the Board of Directors (“Operations Guideline Document”), and the Board of Directors from time to time may amend such Operations Guideline Document. Upon establishment of a Working Group, that Working Group may, through its chairperson, propose specific procedures to govern that Working Group; such specific procedures subject to ratification by the Board of Directors. Working Group specific procedures not otherwise incorporated into the general Operations Guideline Document adopted by the Board of Directors shall apply only to the Working Group proposing such procedures.

9.3.1 **Formation.** Any Charter Member or Core Member may propose to the Board of Directors the establishment of one (1) or more Working Groups to carry out the work of the Company. Such proposal shall include the proposed purposes or objectives of such Working Group, and the Members that initially desire to participate in such Working Group. The Board of Directors shall (i) approve or disapprove the formation of each Working Group, (ii) approve or disapprove the purposes or objectives of such Working Group and (iii) appoint the initial and any replacement chairperson of such Working Group from among the Charter Members or Core Members, which chairperson shall serve for a term of one (1) year after which time the Board of Directors must either replace or reappoint said chairperson. The Board of Directors shall provide timely notice of the formation and chairperson of each Working Group to all Members as well as the then-current Operations Guideline Document that will govern the actions of such Working Group. Without limiting the powers of the Board of Directors as stated in this Agreement, all output of Working Groups, including but not limited to Draft Specifications, and modifications thereto, shall be subject to review by Members and review and approval of the Board of Directors in accordance with the Agreement prior to publication or disclosure by the Company and before becoming binding upon the Company and the Members.

9.3.2 **Composition.** Subject to the approval of the Working Group chairperson and the Board of Directors, a Charter Member or a Core Member may propose candidates for membership in the Working Group. Any Charter Member or Core Member in good standing may join any Working Group; provided however, that the Board of Directors may, from time to time, develop and publish objective minimum standards for membership in Working Groups as part of the Operations Guideline Document. The Operations Guideline Document shall govern the termination of membership or removal of any member from a Working Group.

9.3.3 **Record of Activities.** The Working Group shall elect a secretary or other person to document and record the Working Group’s activities.

9.3.4 Meetings. Working Groups shall hold regular meetings on a schedule as determined by such Working Group. The noticing of meetings of the Working Group and the governance thereof shall be subject to this Agreement and the Operations Guideline Document. Where practical, Robert's Rules of Order shall be used as a guide in the conduct of meetings.

#### **Section 9.4 Process for Approval of Final Specifications.**

9.4.1 License Review Period. A Working Group shall have the responsibility for drafting and developing Draft Specifications. The license review period is set forth in section 6.1 of the Intellectual Property Rights Policy.

9.4.2 Licensing Objections. The process related to licensing objections is set forth in section 8 of the Intellectual Property Rights Policy.

9.4.3 Approval of Final Specification. Upon completion of the procedures referenced in sections 9.4.1 and 9.4.2 of this Agreement and upon majority votes of members of the Working Group who have attended not less than two (2) of the previous three (3) meetings of the Working Group, the Working Group shall submit such Draft Specification to the Board of Directors for review, comment and approval. The Draft Specifications shall be accepted as the Final Specification of the Company if the Board of Directors approves the Draft Specification with not more than one (1) dissenting vote of the entire Board of Directors. If the Board of Directors does not approve such a Draft Specification with not more than one (1) dissenting vote, the Secretary will return such Draft Specifications to the Working Group.

9.4.4 New Member Reviews. If an entity applies to become a Member in the Company, then subject to the execution of such confidentiality and/or nondisclosure agreements as the Company may determine necessary, such prospective Member shall be permitted not less than thirty (30) days to review the Draft Specification then under review and any previously adopted Final Specifications of the Company for any and all Essential IPR and to agree in a separate affirmative writing to be committed to the licensing provisions of the Intellectual Property Rights Policy, as to any Final Specifications or Draft Specifications for which the final license review period has been completed together with information required to be disclosed under the Intellectual Property Rights Policy. Failure to provide such written affirmation shall be deemed a withdrawal of the prospective Member's application for participation. No license review period will be extended for a new Member joining the Company during a license review period and all of the provisions of the Intellectual Property Rights Policy apply to such new Member as if the new Member had been a Member for the entire license review period.

9.4.5 Modification of Final Specification. A non-substantive correction to the Final Specification, for example the correction of a typographical error, may be submitted to the Board of Directors, which shall determine whether to approve the correction by Board Approval. Substantive corrections or modifications to the Final Specification shall require the approval of the revised Final Specification as a Draft Specification as provided for and in accordance with the process described in this Section 9.4.

#### **Section 9.5 Survival of Rights and Obligations after a Dissociation Event.**

A Member whose participation in the Company has terminated following a Dissociation Event in accordance with Section 4.4.2 of this Agreement, shall continue to be obligated to grant licenses and to

cause its Affiliates to grant licenses as provided in the Intellectual Property Rights Policy for (i) any Essential IPR in a Final Specification that has been finally adopted in accordance with Section 9.4 of the Agreement, (a) prior to the effective date of such Member's termination or additionally (b) when the Member's notice of voluntary withdrawal is less than fifteen (15) days from end of the license review period for the same Final Specification; and (ii) any Essential IPR in such terminating Member's (or its Affiliates') Contributions incorporated in any Final Specification adopted in accordance with Section 9.4 of the Agreement after the effective date of such Member's termination.

## **ARTICLE 10 CONFIDENTIAL INFORMATION**

### **Section 10.1 Company Confidential Information.**

10.1.1 Use and Disclosure of Company Confidential Information. A Member will not use any Company Confidential Information except to the extent as is necessary to carry out its rights and obligations under or in connection with this Agreement and as expressly authorized by the Board of Directors, any Officer of the Company or by any Working Group. A Member will not disclose, give access to, or distribute any Company Confidential Information to any third party, except as expressly authorized. A Permitted Affiliate Recipient (as described in Section 10.3 below) shall not be considered a third party for the purposes of this Section 10. A Member will take reasonable security precautions (at least as protective as the precautions it takes to preserve its own confidential information) to keep the Company Confidential Information confidential and shall restrict access to Company Confidential Information to only those of its, and its Permitted Affiliate Recipients' employees to whom such access is necessary for carrying out its rights and obligations under or in connection with this Agreement and advise such employees of the obligations assumed herein. For the avoidance of doubt, in no event shall any Member be permitted to disclose any Company Confidential Information to any Affiliate that is not a Permitted Affiliate Recipient.

10.1.2 Return or Destruction of Company Confidential Information. Upon the written request of the Company at any time, or upon a Dissociation Event, but subject to a withdrawing or expelled Member's rights, if any, to Company Confidential Information pursuant to contractual covenants or applicable laws, a Member shall at its own cost return or destroy, or expunge, as directed by the Company, all Company Confidential Information held in tangible form or stored on data carriers and no such Company Confidential Information shall be retained in any form provided that Company Confidential Information stored on data carriers must not be expunged to the extent this is technically not possible or would cause an unreasonable effort for the Member as a result of customary backup routines for the storage of electronic data; nevertheless, such Company Confidential Information shall continue to be Company Confidential Information until finally destroyed or deleted by the Member or the archiving or the backup service provider.

### **Section 10.2 Exceptions to Non-Disclosure of Company Confidential**

**Information.** The Members receiving Company Confidential Information ("Receiving Party") have no obligation to protect any portion of information that may otherwise be Company Confidential Information disclosed by the Company ("Disclosing Party") if: (a) the information is made publicly available by the Disclosing Party in writing; (b) the information is lawfully obtained by the Receiving Party from any source other than a Person to whom disclosure was made pursuant to this Agreement; (c) the information

was previously acquired by the Receiving Party without an obligation to keep the information confidential; (d) the information is required to be disclosed by the Receiving Party to any governmental agency or court of competent jurisdiction by written order, subpoena, decree, or other compulsory process; provided, however, that, unless such action is prohibited by law, the Receiving Party provides written notice to Disclosing Party of the Receiving Party's receipt of such compulsory process and notice that the Receiving Party intends to comply therewith unless the Disclosing Party takes such action as may be necessary to stay such disclosure or excuse the Receiving Party from such disclosure; or (e) the information is developed independently without use of such Company Confidential Information.

**Section 10.3 Permitted Affiliate Recipients.** Any Member that desires to disclose any Company Confidential Information that it receives under this Agreement to any Affiliate may do so if and only if the Affiliate is a Permitted Affiliate Recipient. A "Permitted Affiliate Recipient shall mean any Affiliate of a Member where any of the following is true:

(i) such Affiliate is Controlled by such Member, in which event such Member agrees to cause such Affiliate to comply with all restrictions set forth in this Article 10; or

(ii) such Affiliate has executed a counterpart signature page to such Member's Membership Agreement, in which case such Affiliate has thereby agreed to comply with all restrictions set forth in this Article 10; or

(iii) such Affiliate is Controlled by a Parent that has executed a counterpart signature page to such Member's Membership Agreement, in which case such Parent has thereby agreed to cause such Affiliate to comply with all restrictions set forth in this Article 10.

## **ARTICLE 11 FINANCE, TAX ELECTIONS, REPORTS**

**Section 11.1 Membership Fees.** The amount of each Member's current Membership Fees required for membership is listed adjacent to such Member's name on Exhibit A. Each new Core Member and new Adopter Member agrees to pay to the Company the full amount of such Member's initial Membership Fees within 45 days after the date it signs the Membership Agreement. Each new Charter Member agrees to pay to the Company the full amount of such Member's initial Membership Fees within 45 days after the later of the date it signs the Membership Agreement or the date of Board Approval of such Charter Member's Admission. The Company shall provide to any requesting Member an invoice for such Membership Fees.

**Section 11.2 Additional Membership Fees.** Except as set forth in Section 11.1 and this Section 11.2 and in the Membership Agreement, no other Membership Fees to the Company shall be required, and no transfer of cash, property or services made by or on behalf of a Member to the Company shall constitute a capital contribution for purposes of this Agreement. By Supermajority Board Approval, the Company shall adopt an Annual Budget for the operation of the Company for each fiscal year following the initial fiscal year of the Company prior to the start of such fiscal year. At any time, if the Board of Directors determines that the amount of funds currently available or anticipated to be available during any fiscal year are insufficient or may be insufficient to defray the expenditures set forth in the Annual Budget, the Board of Directors may, by Board Approval determine the amount of supplemental Membership Fees required from the Members to defray such expenditures, with an invoice being delivered to each

such Member by the Company with respect thereto.

**Section 11.3 No Third Party Benefit.** The provisions of this Article 11 relating to Membership Fees are for the exclusive benefit of the Company and not for the benefit of any creditor of the Company or other Person. In no event shall any creditor, any trustee in bankruptcy or receiver of the Company, or any other Person have any right to call for any Membership Fees or to require any Member to pay any obligation of the Company.

**Section 11.4 No Capital Accounts.** The Company shall not maintain capital accounts for any Member. Membership Fees shall be accounted for by the Company as ordinary revenues.

**Section 11.5 Fiscal Year; Methods of Accounting.** The fiscal year of the Company shall be the calendar year. The Company shall maintain its books in accordance with generally accepted accounting principles for nonprofit organizations and otherwise in accordance with accounting methods determined by Board Approval.

**Section 11.6 Tax Elections.** All tax elections required or permitted to be made by the Company shall be made by Board Approval. The Company intends to elect to be taxable as an association taxable as a corporation under the Code.

**Section 11.7 Tax Returns and Reports.** The Board of Directors, at Company expense, shall cause the preparation and timely filing of income tax returns of the Company in all jurisdictions where such filings are required.

**Section 11.8 Records to be Maintained.** The Company shall maintain the following records at its principal office:

- (a) A current list of the full name and last known business address of each Member;
- (b) A copy of the Certificate of Formation and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Certificate of Formation or any such amendment has been executed;
- (c) A copy of the Company's federal, state and local income tax returns and reports;
- (d) A copy of this Agreement including all amendments thereto; and
- (e) The Company's books and records, including financial statements of the Company, which shall be open to inspections by the Members or their agents at reasonable times.

**Section 11.9 Reports to Members.** The Company shall provide reports, including a balance sheet, statement of revenues and expenses and a statement of cash flows, at least annually to the Members at such time and in such manner as the Board of Directors may determine reasonable.

**ARTICLE 12**  
**LIMITATION OF LIABILITY; INDEMNITY; AND INSURANCE**

**Section 12.1 Limitation of Liability.** No Member shall be liable, solely by reason of being a Member, to any Person under a judgment, decree, order of any court or any administrative or arbitral body, or in any other manner, for a debt, obligation, or liability of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Member, Officer, agent or employee of the Company, whether arising in contract, tort or otherwise. Except as expressly set forth in this Agreement regarding the unauthorized act of a Member in violation of this Agreement under Section 12.3, no Member shall be liable to the Company or to any other Member for any debt, obligation, or liability of the Company or any other Member, Officer, agent, or employee of the Company, whether arising in contract, tort or otherwise.

**Section 12.2 Indemnity of Persons Acting for Company.** A Member shall be entitled to be indemnified by the Company to the fullest extent permitted in the LLC Act, and shall be entitled to the advance of expenses, including reasonable attorneys' fees, in the defense or prosecution of a claim against it in its capacity as a Member to the fullest extent permitted by the LLC Act. By Board Approval, the Company may indemnify any Representative of a Member or any Person serving as a member of the Board of Directors or as an Officer or other representative or agent of the Company, and may advance expenses, including attorneys' fees, in the defense or prosecution of a claim against him or her in such capacity. The Company may purchase and maintain insurance on behalf of such Persons against any liability asserted against or incurred by such Person in any such capacity or arising out of such Person's status as such, upon Board Approval.

**Section 12.3 Indemnity of Company for Member's Unauthorized Acts.** Unless by Board Approval the Board of Directors ratifies a debt or liability incurred by a Member in violation of this Agreement, each Member that causes the Company to incur any debt or liability in violation of this Agreement shall indemnify the Company for such debt or liability and for the reasonable costs and expenses of defending any claim of liability to the extent that it arises out of that Member's violation of this Agreement.

**Section 12.4 No Third-Party Benefit.** The provisions of this Article 12 are for the sole and exclusive benefit of the described beneficiaries of the indemnification obligations set forth and not for the benefit of any creditor of such beneficiaries or other third party. In no event shall any creditor, any trustee in bankruptcy or receiver, or any other Person have any right to the benefit of such indemnity. Notwithstanding the foregoing nor Section 16.8 below, each Member's Representatives shall be third-party beneficiaries of the provisions of this Article 12 in accordance with its terms, but the Members may, in accordance with Section 16.5 of this Agreement, modify the provisions of this Article 12, as applied on a prospective basis with respect to events occurring after the date of such modification, without the consent of any such Representatives.

**Section 12.5 Hold Harmless.** Each Member waives and releases the Company and each other Member, and the Company waives and releases each Member, from any claim that the Member or the Company may otherwise have to the extent arising out of the Company's or any Member's errors and omissions in the design, or approval of any design by others, of the Final Specification or any component thereof, in the development or approval of the requirements imposed by the

Company, by the Board of Directors or by any Working Group for the design of the Final Specification or any component thereof, or for any error in the Final Specification, provided that the Company or such Member was acting in good faith.

**Section 12.6 Exculpation and Duties and Liabilities of Directors and Other Authorized Persons.** No Person serving as a member of the Board of Directors, or participating on any Working Group or Committee authorized by the Board of Directors, or any other Person or entity acting on behalf and at the instruction of the Company (each such Person set forth in this sentence, an “Authorized Person”) shall be liable to the Company or to any Member for any loss, damage, or claim incurred by reason of any act or omission performed or omitted by such Authorized Person in good faith and in a manner reasonably believed by such Authorized Person to be within the scope of authority conferred on such Authorized Person. To the extent that, at law or in equity, any Authorized Person has duties (including fiduciary duties) or is determined to have duties to the Company or to any Member, such Authorized Person shall not be liable to the Company or such Member for his or her good faith reliance on the provisions of this Agreement. In the absence of bad faith by the Authorized Person, any resolution or action so made or taken by such Authorized Person shall not constitute a breach of this Agreement, or a breach of any duty or obligation of such Authorized Person at law or in equity or otherwise. Whenever in the course of performing services for the Company or acting on behalf or at the instruction of the Company, an Authorized Person is permitted or required to make a decision (i) in his or her “discretion” or under a grant of similar authority or latitude, the Authorized Person shall be entitled to consider such interests and factors as he or she desires, including his or her own interests or (ii) in his or her “good faith” or under another express standard as instructed by the Company, the Authorized Person shall act under such express standard and shall not be subject to any other or different standard imposed by other applicable law.

## **ARTICLE 13 DISSOLUTION AND TERMINATION**

**Section 13.1 Dissolution.** The Company shall be dissolved only upon Supermajority Board Approval. A Dissociation Event of any Member shall not cause dissolution of the Company.

**Section 13.2 Winding Up, Liquidation, and Distribution of Assets.** Upon dissolution, an accounting shall be made by the Company’s independent accountants of the accounts of the Company and of the Company’s assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Members shall immediately proceed to wind up the affairs of the Company. If the Company is dissolved and its affairs are to be wound up, the Members shall do and shall cause the Company to do the following:

13.2.1 Access to Final Specification. The Company shall distribute to, or hold and operate for the benefit of the Members, any right, title and interest of the Company in or to the Final Specification, the technical information and know-how, and any right to use software or such other assets of the Company as may be necessary to permit the Members to continue to have access to and utilize the Final Specification; provided that the Board of Directors shall decide by Board Approval which means or techniques to utilize to accomplish the foregoing, including use of one or more liquidating trusts, liquidating agents or other agency or contractual arrangements, it being the intention of the Company that the purpose of any action pursuant to this Section 13.2.1 shall be to permit the Members to continue to have access to and utilize the

Final Specification.

13.2.2 Liquidation of Assets. The Company shall sell or otherwise liquidate all of its other assets, other than those required to permit the Members to continue to have access to and utilize the Final Specifications in accordance with Section 13.2.1 hereof, as promptly as practicable (except to the extent that the Board of Directors determines to distribute any of such other assets to the Members in kind).

13.2.3 Discharge of Liabilities. The Company shall discharge all of its liabilities, including liabilities to Members who are creditors, if any and only to the extent there are available assets therefor, and otherwise permitted by law, and shall establish such reserves as may be reasonably necessary to provide for contingencies or liabilities of the Company.

13.2.4 Employment of Remaining Assets. The Company shall employ any remaining assets to permit the Members to continue to have access to and utilize the Final Specification, in accordance with Section 13.2.1 hereof.

**Section 13.3 No Additional Membership Fees or Contributions Required.** Notwithstanding anything to the contrary in this Agreement, upon the dissolution of the Company, no Member shall have any obligation to the Company, to any other Member, or to any other Person to pay any additional Membership Fees to the Company or to contribute any funds to the Company whatsoever.

**Section 13.4 Certificate of Cancellation.** When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets have been disposed in accordance with Section 13.2 hereof, a Certificate of Cancellation shall be executed, which shall set forth the information required by the LLC Act. Upon the filing of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings, and appropriate action as provided in the LLC Act.

## **ARTICLE 14 DISPUTE RESOLUTION**

**Section 14.1 General Provisions.** Any dispute that arises out of this Agreement and is solely between or among two or more Members or is solely between or among one or more Members and the Company shall be resolved in accordance with Section 14.2 hereof, unless the parties involved in the dispute unanimously agree otherwise or are otherwise required by law.

### **Section 14.2 Negotiations.**

14.2.1 Appointment of Representatives. At the request of any party involved in the dispute, by written notice to the Board of Directors and the Company, each party involved in the dispute shall appoint a representative to meet for the purpose of resolving the dispute. The written notice shall include a short description of the dispute. The representatives shall meet as often as the parties involved in the dispute deem appropriate.

14.2.2 Submission of Dispute to Senior Executives. If the representatives of the parties

involved in a dispute are unable to resolve the dispute within 30 days after the dispute is submitted to them, as described in Section 14.2.1, then any party involved in the dispute may, by written notice to the Board of Directors and the Company, demand that the dispute be submitted to a senior executive officer of each Member involved in the dispute.

14.2.3 Discussions and Documents. At any negotiations among such senior executive officers or other representatives of the parties involved in a dispute, each party may also be represented by counsel. Discussions and correspondence pursuant to this Section 14.2 shall be treated as confidential and developed for purposes of settlement, exempt from discovery and production, and not admissible in any arbitration or lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which were not prepared for purposes of the negotiations, will not be so exempted and may be admitted in evidence in the arbitration or lawsuit if such documents are otherwise admissible.

14.2.4 Demand for Arbitration. If such senior executive officers are unable to resolve the dispute within 60 days after the dispute is submitted to them, as described in Section 14.2.1, then any Member involved in the dispute may, by written notice to the Board of Directors and the Company, demand that the dispute be resolved by arbitration pursuant to Section 14.3. The notice shall specify in reasonable detail the nature of the dispute to be submitted to arbitration.

### **Section 14.3 Arbitration.**

14.3.1 Agreement to Arbitrate Disputes. Any dispute that is submitted to arbitration shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14.3.2 Venue of Arbitration. Any arbitration of a dispute shall be conducted in the District of Columbia, United States of America.

14.3.3 Selection of Arbitrator. The parties involved in the dispute will ask the American Arbitration Association in the District of Columbia, United States of America, to provide to each such party a list of five proposed arbitrators qualified to decide the controversy. Within seven days of receipt of this list, the parties involved in the dispute will undertake to agree to an arbitrator from the list. If the parties involved in the dispute cannot agree, the American Arbitration Association will select an arbitrator from the list, and such selection shall be binding upon such parties.

14.3.4 Arbitration Award or Decision. The arbitrator shall have no power or authority to make awards or issue orders of any kind except as permitted by this Agreement and substantive law, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. The arbitrator's conduct shall be consistent with the American Arbitration Association's Code of Ethics for Arbitrators in Commercial Disputes. Any award or decision rendered by the arbitrator in the dispute shall be final and binding on the Members and the Company.

14.3.5 Discovery. Discovery shall not be permitted in such arbitration except as allowed by the rules of the American Arbitration Association, or as otherwise agreed to by all parties

involved in the dispute.

14.3.6 Provisional Equitable Relief. This Section 14.3 shall be without prejudice to the rights of the Company or any Member to seek preliminary injunctive or other interim or provisional equitable relief in any court of any judicial authority that has jurisdiction over the parties or the subject matter of the dispute.

## **ARTICLE 15 MEMBER REPRESENTATIONS AND COVENANTS**

**Section 15.1 Representations.** Each Member hereby represents and warrants to the Company and to each other Member as of the date hereof as follows:

15.1.1 Information Reviewed. The Member has received and reviewed all information the Member considers necessary or appropriate for deciding whether to acquire the Membership Interest. The Member has carefully reviewed all such information and is thoroughly familiar with the proposed business, operations, properties and financial condition of the Company and has discussed with the Company any questions the Member had with respect thereto. The Member has consulted with the Member's own legal, accounting, tax and other advisers with respect to the acquisition by the Member of the Membership Interest.

15.1.2 No Representations. No agent or employee of the Company or of any Member, and no other Person has at any time represented, guaranteed, warranted or implied to such Member that such Member may freely Transfer the Membership Interest, that any cash distributions from the Company will be made to the Members, or that any tax benefits will accrue as a result of an acquisition by the Member of the Membership Interest in the Company.

15.1.3 Authority. This Agreement constitutes a legal, valid and binding agreement of the Member, enforceable against the Member in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, receivership, moratorium and other laws affecting the rights and remedies of creditors generally and of general principles of equity. The Member is empowered and duly authorized to enter into this Agreement under its organizational documents. The Person signing this Agreement on behalf of the Member is empowered and duly authorized to do so by, as necessary, such Member and its organizational documents.

Each Member understands that the Company is relying on such Member's representations in this Section 15.1. Each Affiliate Signatory party to this Agreement hereby makes the representations and warranties set forth in this Section 15.1, on its own behalf, to the Company and the other Members.

**Section 15.2 Indemnification by Member.** The Member (and, if applicable, its Affiliate Signatories) hereby agrees to indemnify and defend the Company and each of the other Members and hold them harmless from and against any and all claims, liabilities, damages, cost and expenses (including court costs and attorneys' fees and expenses) to the extent suffered or incurred on account of or arising out of:

15.2.1 Any breach of or inaccuracy in the Member's (or, if applicable, its Affiliate Signatories') representations, warranties or agreements herein, including the defense of any

claim based on any allegation of fact inconsistent with any of such representations, warranties or agreements; or

15.2.2 Any action, suit or proceeding based on a claim that any of such representations, warranties or agreements were inaccurate or misleading or otherwise cause for obtaining damages or redress under any applicable law.

## **ARTICLE 16 MISCELLANEOUS PROVISIONS**

**Section 16.1 Further Assurances.** Each Member (and, if applicable, its Affiliate Signatories) will, upon the reasonable request of the Company or another Member, perform, execute, acknowledge and deliver, and cause its Affiliates to perform, execute, acknowledge and deliver, all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be necessary or appropriate from time to time to effect or evidence the transactions contemplated hereby or to comply with any laws, rules or regulations applicable to the Company or the parties hereto as Members thereof.

### **Section 16.2 Notices.**

#### 16.2.1 Notices Generally.

(a) Notices of Meetings and Other Matters. All notices, demands and requests required to be delivered to each Member under the Agreement shall be delivered to such Person and by such preferred means of delivery as are designated from time to time by such Member (with a courtesy copy also being sent by electronic mail if requested by such Member), with a copy being delivered to one other Person if requested by such Member. The initial designations by each Member are set forth on such Member's Contact Information Form, with changes thereto to be effected by such Member pursuant to subsection (b) below.

(b) Notice Designee Changes. Each Member's designation of a replacement Person, or new address or means of delivery for notices about meetings or other matters, or to receive a copy of such notices, shall be effected by written notice, from time to time, by such Member to the Company's representative at its principal office, accompanied by an email of such information if requested by the Company's representative.

(c) Notice Authority and Reliance. So long as any written notice given by a Member with respect to this Agreement shall have been executed by one of its Representatives or designated recipients of notices (including copies) under subsection (a) above, the Company and the other Members shall be entitled to rely upon such notice without further inquiry, either as to the authenticity of, or the authority of the Person executing, such notice on behalf of such Member.

(d) Effective Receipt of Notice. Notices delivered to the recipient designated by a Member pursuant to subsection (a) above shall constitute notice hereunder, and any failure to deliver any notice to a person designated to receive a copy of such notice will not render notice to such Member ineffective so long as such notice was delivered to the primary designee of such Member pursuant to Section 16.2.2.

16.2.2 Method and Determination of Delivery. All notices, demands and requests required to be delivered to a Member under this Agreement shall be delivered by personal delivery, by registered or certified mail (postage and charges prepaid), by recognized overnight delivery service or by facsimile transmission. Any such notice shall be deemed to be given and delivered to a Person as the designee of a Member for purposes of this Agreement as follows:

(a) For notice by personal delivery, upon delivery (even without signed receipt) to the address designated for such Person by such Member.

(b) For notice by either mail or overnight delivery service to the address designated for such Person by such Member, two business days after mailing or one business day after delivery by the overnight delivery service, regardless of whether or not actually received by such Person.

(c) For notice by facsimile, upon completion of the facsimile transmission to the facsimile number designated for such Person by such Member and print out of the log verifying transmission, regardless of whether or not actually received by such Person.

**Section 16.3 Compliance with Law.** Notwithstanding any provision herein to the contrary, each Member will use the technology to which it has access under or in connection with this Agreement (including without limitation Company Licensed Rights and Company Software) in a manner that is consistent with all applicable export laws, rules and regulations, and will institute any procedures that may be required or appropriate to ensure compliance with such laws, rules and regulations. Further, each Member shall ensure that the activities of its Affiliates and Representatives in connection with the operations of the Company are at all times in compliance with all applicable laws, rules and regulations relating to corrupted practices and money laundering.

**Section 16.4 Application of Law.** This Agreement, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Delaware and specifically the LLC Act.

**Section 16.5 Entire Agreement.** This Agreement, including all Exhibits and Appendices attached hereto, and together with each Membership Agreement entered into by each Member with the Company, constitutes the entire agreement of the Members relating to the subject matter hereof and supersedes all prior agreements, whether oral or written, relating to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

**Section 16.6 Amendment.** This Agreement may be amended, supplemented or modified as set forth in a writing that receives Supermajority Board Approval and that has been approved by Supermajority Member Approval; provided that amendments, supplements or modifications that do not constitute Members' Issues, as defined above, shall require Member Approval instead of Supermajority Member Approval. All amendments, supplements or modifications made pursuant to this Section 16.6 shall be binding on all Members.

**Section 16.7 Effect of Waiver or Consent.** No waiver or consent, express or implied, by the Company or any Member to or of any breach or default by the Company or any Member in the performance by the Company or such Member of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Company or such Member of the same or any other obligations of the Company or such Member hereunder. No single or partial exercise of any right or power, or any abandonment or discontinuance of steps to enforce any right or power, shall preclude any other or further exercise thereof or the exercise of any other right or power.

**Section 16.8 Facsimiles.** For purposes of this Agreement, any copy, facsimile or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any purpose for which the original writing, transmission or signature could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing, transmission or signature, as the case may be.

**Section 16.9 Limitation on Rights of Others.** Nothing in this Agreement, whether express or implied, shall be construed to give any Person (other than the Members hereto and their respective representatives, permitted successors and assigns, and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein, as a third-party beneficiary or otherwise. Without limiting the generality of the foregoing, none of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditors of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or other third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Membership Fees or otherwise.

**Section 16.10 Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and use of any one right or remedy by any Member shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are in addition to any other rights the Members may have by law, statute, ordinance or otherwise.

**Section 16.11 Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Members hereto and, to the extent permitted by this Agreement, their respective successors and assigns.

**Section 16.12 Survival of Certain Representations and Covenants.** In the event of the occurrence of a Dissociation Event that shall cause a Member to cease to be a Member, in accordance with Section 4.4 hereof, all rights and obligations of the Member under this Agreement shall terminate without any liability of such Member or the Company to the Company or such Member or to any other Member, as the case may be, except as provided in the next succeeding sentence of this Section 16.12 and except for any liability of any such Member (or any of its Affiliate Signatories, if applicable) then in breach of its covenants, agreements, representations or warranties hereunder; provided that the foregoing shall in no way limit the survival of Section 9.5 of this Agreement with the terms thereof. The provisions of this Section 16.12, and of Sections 9.5, 15.2 and 16.13 and of Articles 10 and 12 shall expressly survive the termination of this Agreement.

**Section 16.13 Injunctive Relief; Costs of Enforcement.** Each Member hereby acknowledges and agrees that any breach or threatened breach of this Agreement by the Member (or any Permitted Affiliate Recipient or Affiliate Signatory) may result in irreparable harm to the Company for which monetary damages will be inadequate and that the Company shall be entitled to equitable relief (including, but not limited to, injunctive relief) in addition to any other rights and remedies that may be available. In the event that the Company prevails in any lawsuit resulting in a final judgment related to a breach of this Agreement by a Member (or any Permitted Affiliate Recipient or Affiliate Signatory), or the Member prevails in any lawsuit related to a breach of this Agreement by the Company, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other out-of-pocket expenses incurred in connection therewith.

**Section 16.14 Severability.** If any provision of this Agreement or the application thereof in any circumstances shall be illegal, invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. Furthermore, a new provision shall automatically be deemed added to this Agreement in lieu of such illegal, invalid or unenforceable provision, which new provision shall be as similar in terms to such illegal, invalid and unenforceable provision as is possible with the new provision still being legal, valid and enforceable.

**Section 16.15 Counterparts.** This Agreement may be executed in any number of separate counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument binding on and inuring to the benefit of each party so executing this Agreement with the same effect as if all such parties had signed the same instrument at the same time and place.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the Company and the Members who have executed Counterpart Signature Pages hereto, effective as to the Company and all Members of the date first noted above.

CAR CONNECTIVITY CONSORTIUM LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## LIST OF SCHEDULES, EXHIBITS AND APPENDICES

Schedule A — Member Counterpart Signature Page

Exhibit A — Members' Names, Types and Current Membership Fees

Exhibit B — Membership Agreement

Appendix I — Intellectual Property Rights Policy

Appendix II — Antitrust and Competition Guidelines

SCHEDULE A

COUNTERPART SIGNATURE PAGE

Reference is hereby made to that certain Second Amended and Restated Limited Liability Company Agreement dated as of November 18, 2016 (the “LLC Agreement”) by and among Car Connectivity Consortium LLC (the “Company”) and the Members of the Company. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the LLC Agreement.

By execution of this Counterpart Signature Page to the LLC Agreement, the undersigned hereby: (a) acknowledges receipt of a copy of the LLC Agreement; (b) approves the LLC Agreement; and (c) agrees to be bound by and obtain the benefit of the rights and restrictions of the LLC Agreement as a Member thereunder.

IN WITNESS WHEREOF, the undersigned has executed this Counterpart Signature Page as of the \_\_\_th day of \_\_\_\_\_.

\_\_\_\_\_  
Print Name of Member

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
Print Name and Title of Person Signing

Exhibit A

Members' Names, Types and Current Membership Fees

<b>Adopter</b>		
AISIN AW	Adopter	\$ 15,000.00
Akita Electronics Systems Co., Ltd	Adopter	\$ 5,000.00
Alps Electric Co., Ltd.	Adopter	\$ 15,000.00
Autonavi Software	Adopter	\$ 5,000.00
Changzhou Shinco Automotive Electronic Co., Ltd.	Adopter	\$ 5,000.00
Delphi	Adopter	\$ 15,000.00
Denso	Adopter	\$ 15,000.00
Digen Co., Ltd.	Adopter	\$ 5,000.00
ELVES Automotive CO., LTD.	Adopter	\$ 5,000.00
EnGIS Technologies, Inc.	Adopter	\$ 5,000.00
Ficonic Solutions Limited	Adopter	\$ 5,000.00
Fuji Heavy Industries Ltd.	Adopter	\$ 15,000.00
Garmin International	Adopter	\$ 15,000.00
Guangdong Coagent Electronics S&T Co., Ltd.	Adopter	\$ 15,000.00
HARMAN	Adopter	\$ 15,000.00
Huawei Technologies Co., Ltd.	Adopter	\$ 15,000.00
Hughes Systique (HSC)	Adopter	\$ 5,000.00
Huizhou Desay SV Automotive Co., Ltd.	Adopter	\$ 15,000.00
Hyundai Mobis	Adopter	\$ 15,000.00
In Dash Systems Limited	Adopter	\$ 5,000.00
Integrated Service Technology	Adopter	\$ 5,000.00
Jiangsu Toppower Automotive Electronics Co., Ltd	Adopter	\$ 15,000.00
JVC KENWOOD Corporation	Adopter	\$ 15,000.00
KPIT Cummins Infosystems Ltd.	Adopter	\$ 15,000.00
Magneti Marelli (FIAT GROUP AUTOMOBILES S.p.A)	Adopter	\$ 15,000.00
MDS Technology Co., Ltd.	Adopter	\$ 5,000.00
Micware Co., Ltd.	Adopter	\$ 5,000.00
NIPPON SEIKI CO.,LTD.	Adopter	\$ 15,000.00
PathPartner Technology Consulting Pvt. Ltd.	Adopter	\$ 5,000.00
Premium Sound Solutions SDN BHD	Adopter	\$ 5,000.00
Renesas Electronics Corporation	Adopter	\$ 15,000.00
Robert Bosch LLC	Adopter	\$ 15,000.00
S1nn GmbH & Co. KG	Adopter	\$ 5,000.00
Sasken Communication Technologies Ltd.	Adopter	\$ 15,000.00
Shanghai PATEO Electronic Equipment Manufacturing Co., Ltd.	Adopter	\$ 5,000.00
Shenyang MxNavi	Adopter	\$ 5,000.00
Shenzhen BYD Auto Co., Ltd.	Adopter	\$ 5,000.00
Shenzhen Hangsheng Electronics Co., Ltd.	Adopter	\$ 5,000.00

Shenzhen Xugang Electronic Co., Ltd.	Adopter	\$ 5,000.00
Suntec Software (Shanghai) Co., Ltd.	Adopter	\$ 5,000.00
Suzuki Motor Corporation	Adopter	\$ 15,000.00
TATA ELXSI LIMITED	Adopter	\$ 15,000.00
Tech Mahindra	Adopter	\$ 15,000.00
Telechips, Inc.	Adopter	\$ 5,000.00
TomTom International B.V	Adopter	\$ 15,000.00
Ubivelox	Adopter	\$ 5,000.00
Vault Micro, Inc.	Adopter	\$ 5,000.00
Visteon	Adopter	\$ 15,000.00
Yazaki Parts Co., Ltd.	Adopter	\$ 15,000.00
<b>ATL</b>		
7Layers	ATL	\$ 5,000.00
Allion Labs, Inc.	ATL	\$ 5,000.00
DEKRA Testing and Certification, S.A.U.	ATL	\$ 5,000.00
DT&C	ATL	\$ 5,000.00
Eurofins (Testronic Labs)	ATL	\$ 5,000.00
FIME	ATL	\$ 5,000.00
Movon	ATL	\$ 5,000.00
SGS	ATL	\$ 5,000.00
TA Technology (Shanghai) Co., Ltd.	ATL	\$ 5,000.00
Telecommunication Technology Lab, Academy of Telecommunication Research, MIIT	ATL	\$ 5,000.00
TTA	ATL	\$ 5,000.00
TUV Rheinland	ATL	\$ 5,000.00
<b>Charter</b>		
Alpine	Charter	\$ 60,000.00
General Motors	Charter	\$ 60,000.00
Honda R&D Co, Ltd.	Charter	\$ 60,000.00
HTC	Charter	\$ 60,000.00
Hyundai Motor	Charter	\$ 60,000.00
LG Electronics	Charter	\$ 60,000.00
Mercedes-Benz Research & Development / Daimler	Charter	\$ 60,000.00
Panasonic	Charter	\$ 60,000.00
PSA Automotive	Charter	\$ 60,000.00
RealVNC Limited	Charter	\$ 20,000.00
Samsung	Charter	\$ 60,000.00
Toyota	Charter	\$ 60,000.00
Volkswagen	Charter	\$ 60,000.00
<b>Core</b>		
AllGo Embedded Systems	Core	\$ 15,000.00
Cinemo GmbH	Core	\$ 15,000.00
Clarion Co., Ltd.	Core	\$ 45,000.00

Continental Automotive GmbH	Core	\$ 45,000.00
Fujitsu Limited	Core	\$ 45,000.00
HUML (formerly jambit GmbH)	Core	\$ 15,000.00
Mazda Motor Corporation	Core	\$ 45,000.00
Microsoft Corporation	Core	\$ 45,000.00
Mitsubishi Electric Corporation	Core	\$ 45,000.00
Motrex	Core	\$ 45,000.00
Pioneer Corporation	Core	\$ 45,000.00
Preh Car Connect GmbH (Technisat Digital GmbH)	Core	\$ 45,000.00
Qualcomm Incorporated	Core	\$ 45,000.00
SK Telecom (formerly SK Planet Co., Ltd.)	Core	\$ 45,000.00
Sony Corporation	Core	\$ 45,000.00
ZUKEN ELMIC, Inc.	Core	\$ 15,000.00

**EXHIBIT B**

**CAR CONNECTIVITY CONSORTIUM LLC**  
**MEMBERSHIP AGREEMENT**

The undersigned hereby applies for membership in the **CAR CONNECTIVITY CONSORTIUM LLC** (“Company”) and agrees to abide by the Second Amended and Restated Limited Liability Company Agreement dated as of November 18, 2016 of the Company, as from time to time amended hereafter in compliance with the terms set forth therein (as so amended, the “Company Agreement”), a copy of which is attached hereto as Exhibit A. Capitalized terms used but not defined herein shall the meanings ascribed thereto in the Company Agreement.

Please check applicable category of membership.

1.  (a) Charter Membership: Charter Members will have access to Draft Specifications under development and are authorized to provide comments and input to specifications under development. Charter Members will have access to all releases of Final Specifications in accordance with the terms of the Company Intellectual Property Rights Policy, as from time to time in force (the "Intellectual Property Rights Policy") without additional fee. Charter Members are authorized to designate a representative to be a member of a Working Group. Charter Members are authorized to designate a representative to be a member of the Board of Directors of the Company. Charter Members are expected, but shall have no obligation, to build or develop a commercial product or service supporting the Specifications and to implement defined technologies and solutions developed by the Company in the commercial products or services manufactured or developed by the Charter Member related to the Specifications. Charter Members shall have such other rights as the Board of Directors may from time to time approve.

(b) Core Membership: Core Members will have access to Draft Specifications under development and are authorized to provide comments and input to specifications under development. Core Members will have access to all releases of Final Specifications in accordance with the terms of the Intellectual Property Rights Policy without additional fee. Core Members are authorized to designate a representative to be a member of a Working Group. Core Members shall have such other rights as the Board of Directors may from time to time approve.

(c) Adopter Membership: Adopter Members will have access to all releases of Final Specifications in accordance with the terms of the Intellectual Property Rights Policy, and to the Certification Program, without additional fee. Adopter Members shall have such other rights as the Board of Directors may from time to time approve.

2. Membership Fees: Membership fees as set forth in the Membership Fees Schedule attached as Schedule A are established by the Board of Directors for each category of membership and may be adjusted by the Board of Directors for each calendar year. Annual Membership Fees will be paid in full in accordance with the attached Membership Fees Schedule applicable to the selected category of membership.

3. Term: The initial membership term in the Company is for the period beginning the first day of the month in which this Membership Agreement is signed until twelve (12) months following such date.

**Thereafter, this Membership Agreement and the annual Membership Fees obligation shall renew automatically for successive one-year periods unless terminated by written notice received not later than 90 days prior to the expiration of any such one-year period.**

4. Confidentiality: The undersigned acknowledges and confirms that it has reviewed Article 10 of the Company Agreement related to the protection and use of Company Confidential Information and, as required thereby, hereby covenants as follows: The undersigned will not use any Company Confidential Information except as expressly authorized by the Company Agreement. The undersigned will not disclose, give access to, or distribute any Company Confidential Information to any third party, except as expressly authorized. The undersigned will take reasonable security precautions (at least as protective as the precautions it takes to preserve its own confidential information) to keep the Company Confidential Information confidential. The undersigned acknowledges and confirms that its status as a Member of the Company and the type of Membership it holds may be publicly disclosed by the Company. The undersigned understands and agrees that any of the Members of the Company may make a press or other public announcement regarding its activities as a Member and may include the identity of any other Member in such announcement; provided that such other Member is portrayed in an accurate way and in a manner not meant to humiliate, demean or offend. This provision shall not grant the use of any trademark, copyright or other intellectual property.

5. Intellectual Property Rights Policy: The undersigned acknowledges and confirms that it has reviewed Appendix I of the Company Agreement setting forth the Intellectual Property Rights Policy of the Company and that it will comply, and cause its Affiliates to comply, with all of the standards, procedures, guidelines and terms set forth therein. In connection with joining the Company, the undersigned acknowledges that all Members and their Affiliates will be required to grant Copyright licenses to their respective Contribution to Draft Specifications and assign Copyrights to their respective Contribution in Final Specification to the Company and that all Members and their Affiliates will be granted licenses in certain Copyrights to Final Specification owned by the Company, in accordance with Intellectual Property Rights Policy.

6. Antitrust and Competition Guidelines: The undersigned acknowledges and confirms that it has reviewed Appendix II of the Company Agreement setting forth the Antitrust and Competition Guidelines of the Company and that it will comply, and cause its Affiliates to comply, with all of the standards, procedures, guidelines and terms set forth therein.

7. Miscellaneous:

(a) No Warranty. The undersigned acknowledges and confirms that all information provided as part of the Specifications, and as provided in any other standard, specification or work product of the Company (as defined in the Company Agreement) development process is provided **“AS IS” WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.**

(b) Limitation of Liability. **IN NO EVENT WILL ANY MEMBER OR ITS AFFILIATES BE LIABLE TO ANY OTHER MEMBER OR ITS AFFILIATES FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA (EXCEPT IN CONNECTION WITH A KNOWING VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS POLICY) OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY PARTY INCLUDING THIRD PARTIES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.**

(c) Governing Law. This Membership Agreement shall be construed and controlled by the laws of the State of Delaware without reference to conflict of laws principles.

(d) Jurisdiction. The undersigned acknowledges and confirms that all disputes arising in any way out of this Membership Agreement shall be heard exclusively in, and all Members irrevocably consent to jurisdiction and venue in, the state and federal courts of Delaware.

(e) Not Partners. The Members are independent companies and are not partners or joint venturers with each other.

(f) Complete Agreement; No Waiver. Except as otherwise set forth in this Membership Agreement, this Membership Agreement together with the Company Agreement sets forth the entire understanding of the Members and supersedes all prior agreements and understandings relating hereto. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

(g) Modification of Membership Agreement. Except as otherwise set forth in the Company Agreement or herein, the Company may modify or amend this Membership Agreement at any time upon Supermajority Board Approval of the Board of Directors of the Company and notification to each Member of such modification or amendment. Each Member shall be deemed to have accepted such modification or amendment by continuing to utilize the benefits of membership in the Company, including, but not limited to, making use of any license of Intellectual Property Rights granted in connection with membership in the Company.

(h) No Rule of Strict Construction. If any provision of this Membership Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Membership Agreement, and the remainder of this Membership Agreement will continue in effect.

(i) Compliance with Laws. Anything contained in this Membership Agreement to the contrary notwithstanding, the obligations of the Members shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, and to orders, regulations, directions or requests of any such government.

(j) Authority. This Membership Agreement constitutes a legal, valid and binding agreement of the Member, enforceable against the Member in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, receivership, moratorium and other laws affecting the rights and remedies of creditors generally and of general principles of equity. The Member is empowered and duly authorized to enter into this Membership Agreement under its organizational documents. The Person signing this Membership Agreement on behalf of the Member is empowered and duly authorized to do so by, as necessary, such Member and its organizational documents.

(k) Effectiveness and Priority of Agreement. This Membership Agreement shall be effective and enforceable against the Member immediately upon the Member and its authorized Representative executing this Membership Agreement in the space provided below. In the event of any inconsistency between the terms of this Membership Agreement and the Company Agreement or the Intellectual Property Rights Policy, the terms of the latter shall supercede the terms of this Membership Agreement to the extent necessary to resolve such inconsistency.

8. Signature to Company Agreement: The undersigned acknowledges and agrees that the Member's execution of this Membership Agreement constitutes the Member's execution of the Company Agreement as well. The Member hereby represents that it has read the Company Agreement and agrees to be bound by, and shall comply with, all of the terms, conditions, representations and covenants set forth therein.

9. Contact Information Form: The undersigned hereby represents that it has completed the Contact Information Form attached hereto as Schedule B, and that the information provided to the Company therein is true and correct.

10. Affiliates. The Member hereby agrees to cause its Affiliates to comply with all of the applicable terms, conditions, representations and covenants set forth in this Membership Agreement, the Company Agreement, the Intellectual Property Rights Policy, and all other documents relating thereto. To the extent that the Member wishes to share any Company Confidential Information to an Affiliate, such Affiliate may only be granted such access if:

(i) such Affiliate is Controlled by the Member, in which event the Member agrees to cause such Affiliate to comply with all confidentiality restrictions set forth in the Company Agreement; or

(ii) such Affiliate executes a counterpart signature page to this Membership Agreement in substantially the form attached as Schedule C hereto, in which case such Affiliate thereby agrees to comply with all confidentiality restrictions set forth in the Company Agreement; or

(iii) such Affiliate is Controlled by a Parent that executes a counterpart signature page to this Membership Agreement in substantially the form attached as Schedule C hereto, in which case such Parent thereby agrees to cause such Affiliate to comply with all confidentiality restrictions set forth in the Company Agreement.

In the event such Affiliate or its Parent executes a counterpart signature page pursuant to clause (ii) or (iii), respectively, above, such Affiliate or Parent, as the case may be, shall be considered an "Affiliate Signatory" under the terms of the Company Agreement, and agrees to be bound by and comply with all of the terms, conditions, representations, and covenants set forth in this Membership Agreement, the Company Agreement, the Intellectual Property Rights Policy, and all other documents relating thereto.

In WITNESS WHEREOF, the undersigned and its duly authorized Representative have signed this Membership Agreement as of the dates set forth below:

\_\_\_\_\_  
Name of Member (Firm or Corporation)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Authorized Representative Signature

\_\_\_\_\_  
Date

**Schedule A**

**Membership Fee Schedule**

<b><u>Type of Membership</u></b>	<b><u>Annual Fees for Non-Profits and for Companies with Revenues Less than \$100 Million*</u></b>	<b><u>Annual Fees for Companies with Revenues of \$100 Million or More*</u></b>
Charter Membership	\$20,000	\$60,000
Core Membership	\$15,000	\$45,000
Adopter Membership	\$5,000	\$15,000

\*Revenues include revenues of the Member and all of its Affiliates.

**Schedule B**

**Car Connectivity Consortium  
Member Company Contact Information Form**

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_(Name/Title)

**Company Address:** \_\_\_\_\_(Street)

\_\_\_\_\_ (Street)

\_\_\_\_\_ (City/State/Zip) (Country)

**Telephone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

(Please include Country Code where applicable)

**Email address:** \_\_\_\_\_ **Web Page:** \_\_\_\_\_

**Financial Contact:** \_\_\_\_\_

**Email address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Marketing Contact:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

Please check "yes" or "no":

The Company is a non-profit: \_\_\_yes \_\_\_no

The Company's revenues in its most recent fiscal year were less than \$100 million:  
\_\_\_yes \_\_\_no

Please list all Affiliates (as defined in the Second Amended and Restated Limited Liability Company Agreement) of the Company below:

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**Please indicate approval by checking the box below:**

- Permission to announce company's membership in the Car Connectivity Consortium on our website, newsletter and social media tools**

**Schedule C**

**Affiliate Counterpart Signature Page**

Reference is hereby made to that certain Membership Agreement dated as of \_\_\_\_\_(the “Membership Agreement”) by and between Car Connectivity Consortium LLC (the “Company”) and the Member of the Company listed below. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Membership Agreement.

By execution of this Counterpart Signature Page to the Membership Agreement, the undersigned hereby: (a) acknowledges receipt of a copy of the Membership Agreement, Company Agreement, all Schedules, Exhibits and Appendices to each such agreement, and the Intellectual Property Rights Policy of the Company; and (b) agrees to be bound by the obligations set forth in the Membership Agreement, Company Agreement, all Schedules, Exhibits and Appendices to each such agreement, and the Intellectual Property Rights Policy, each in such from as may from time to time be amended, as an Affiliate Signatory thereunder.

In the event the undersigned is signing in its capacity as a Parent of any Affiliate over which it exercises Control, the undersigned agrees to cause such Affiliate to comply with all provisions of the Company Agreement, Membership Agreement, Intellectual Property Rights Policy and other related documents, as such documents apply to Affiliates. Without limiting the foregoing, the undersigned shall cause all Permitted Affiliate Recipients over which it has Control to comply with all confidentiality obligations set forth in the Company Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Counterpart Signature Page as of the      th day of \_\_\_\_\_, 20   .

\_\_\_\_\_  
Print Name of Member

\_\_\_\_\_  
Print Name of Affiliate

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
Print Name and Title of Person Signing on behalf  
of Affiliate

**Exhibit A**

**Second Amended and Restated Limited Liability Company Agreement**

(to be attached)

## **Appendix I**

### **Car Connectivity Consortium (“CCC”) Intellectual Property Rights Policy**

#### **1 Introduction**

The Board of Directors of CCC (“Board”) has established the following Intellectual Property Rights POLICY.

#### **2 Definitions**

Terms in the POLICY which are written in capital letters shall have the meaning set forth in Clause 15 entitled DEFINITIONS.

#### **3 Policy Objectives**

The MEMBERS desire that CCC conduct its activities as a nonprofit trade association to develop intellectual property and standard industry FINAL SPECIFICATIONS to be distributed for general use by manufacturers for improved and seamless smartphone use in the automotive environment and to license technology pursuant to the FINAL SPECIFICATIONS and to provide certification procedures for the implementation of such FINAL SPECIFICATIONS.

#### **4 Disclosure of IPRs**

- 4.1 Subject to Clause 4.2 below, each MEMBER shall use its reasonable endeavours, in particular during the development of a SPECIFICATION where it participates, to inform CCC of ESSENTIAL IPRs in a timely fashion. In particular, a MEMBER submitting a CONTRIBUTION for a DRAFT SPECIFICATION shall, on a bona fide basis, draw the attention of CCC to any of that MEMBER'S IPR which might be ESSENTIAL if that proposal is adopted.
- 4.2 The obligations pursuant to Clause 4.1 above do however not imply any obligation on MEMBERS to conduct IPR searches.
- 4.3 The obligations pursuant to Clause 4.1 above are deemed to be fulfilled in respect of all existing and future members of a PATENT FAMILY if CCC has been informed of a member of this PATENT FAMILY in a timely fashion. Information on other members of this PATENT FAMILY, if any, may be voluntarily provided.

## **5 Procedures for Committees**

CCC shall establish guidelines for the chairpersons of COMMITTEES with respect to ESSENTIAL IPRs.

## **6 Availability of Licences**

6.1 When the Chairperson of a COMMITTEE determines that a DRAFT SPECIFICATION is ready to be released for review and/or approval, he or she shall provide the MEMBERS with notice of the COMMITTEE'S intent to submit such DRAFT SPECIFICATION to the Board for review and/or approval. Such notice shall include a complete version of the DRAFT SPECIFICATION that is the subject of such notice. Each MEMBER, on behalf of itself and its AFFILIATES, shall have sixty (60) days following the date of such notice ("Review Period") to review such DRAFT SPECIFICATION with respect to any intellectual property licensing issues including, without limitation, consideration of such MEMBER'S licensing obligations with respect to any ESSENTIAL IPR that may be contained therein. A MEMBER and/or its AFFILIATES shall not have the right to refuse to license under the terms of the POLICY any ESSENTIAL IPR contained in its CONTRIBUTION to the extent such CONTRIBUTION is incorporated in a FINAL SPECIFICATION. Unless a MEMBER has specifically stated in writing to the President of CCC ("President") during this Review Period that such MEMBER and/or its AFFILIATES are not willing to license any ESSENTIAL IPR relating to a particular DRAFT SPECIFICATION, the MEMBER and its AFFILIATES (whether or not any forms as set forth in Appendix A of this POLICY have been completed) agree effective upon adoption of the DRAFT SPECIFICATION by the Board as a FINAL SPECIFICATION to grant irrevocable licences on fair, reasonable and non-discriminatory ("FRAND") terms and conditions under such IPR to at least the following extent:

- MANUFACTURE, including the right to make or have made customized components and sub-systems to the licensee's own design for use in MANUFACTURE;
- offer to sell, sell, lease, or otherwise dispose of EQUIPMENT so MANUFACTURED;
- repair, use, or operate EQUIPMENT; and
- use METHODS.

The above FRAND commitment may be made subject to the condition that those who seek licences agree to reciprocate.

- 6.2 FRAND licensing commitments made pursuant to Clause 6 shall be interpreted as encumbrances that bind all successors-in-interest. Recognizing that this interpretation may not apply in all legal jurisdictions, any Declarant who has submitted a FRAND commitment according to the POLICY who transfers ownership of ESSENTIAL IPR that is subject to such commitment shall include appropriate provisions in the relevant transfer documents to ensure that the commitment is binding on the transferee and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding all successors-in-interest. The commitment shall be interpreted as binding on successors-in-interest regardless of whether such provisions are included in the relevant transfer documents.
- 6.3 A commitment pursuant to Clause 6.1 with regard to a specified member of a PATENT FAMILY shall apply to all existing and future ESSENTIAL IPRs of that PATENT FAMILY unless there is an explicit written exclusion of specified IPRs at the time the commitment is made. The extent of any such exclusion shall be limited to those explicitly specified IPRs.
- 6.4 As long as the requested commitment of the IPR owner is not granted, the COMMITTEE Chairperson should consult with the Board as to whether or not the COMMITTEE should suspend work on the relevant parts of the DRAFT SPECIFICATION until the matter has been resolved and/or submit for approval any relevant DRAFT SPECIFICATION.
- 6.5 MEMBERS should use one of the CCC IPR Licensing Declaration forms at the Appendix to this POLICY to make their IPR licensing declarations.

## **7 Information on IPR by CCC**

- 7.1 Any published FINAL SPECIFICATION shall include information pertaining to ESSENTIAL IPRs which are brought to the attention of CCC prior to such publication.
- 7.2 CCC shall establish appropriate procedures to allow access to information at any time with respect to ESSENTIAL IPRs which have been brought to the attention of CCC.

## 8 Non-availability of Licences

### 8.1 Non-availability of licences prior to the adoption by the Board of a FINAL SPECIFICATION

#### 8.1.1 Existence of a viable alternative technology

Where prior to the adoption by the Board of a FINAL SPECIFICATION an IPR owner informs CCC that it is not prepared to license an IPR in respect of a SPECIFICATION in accordance with Clause 6.1 above, the COMMITTEE shall review the requirement for that SPECIFICATION and satisfy itself that a viable alternative technology is available for the SPECIFICATION which:

- is not blocked by that IPR; and
- satisfies CCC's requirements.

#### 8.1.2 Non-existence of a viable alternative technology

Where, in the opinion of the Board, no such viable alternative technology exists, work on the SPECIFICATION shall cease, and the President shall observe the following procedure:

- a) If the IPR owner is a MEMBER,
  - i) the President shall request that MEMBER to reconsider its position.
  - ii) If that MEMBER however decides not to withdraw its refusal to license the IPR, it shall then inform the President of its decision and provide a written explanation of its reasons for refusing to license that IPR, within forty-five (45) days of its receipt of the President's request.
  - iii) The President shall then send the MEMBER'S explanation together with relevant extracts from the minutes of the COMMITTEE to the legal counsel representing CCC for consideration.
- b) If the IPR owner is a third party,
  - i) the President shall, wherever appropriate, request full supporting details

from any MEMBER who has complained that licences are not available in accordance with Clause 6.1 above and/or request appropriate MEMBERS to use their good offices to find a solution to the problem.

ii) Where this does not lead to a solution the President shall write to the IPR owner concerned for an explanation and request ultimately that licences be granted according to Clause 6.1 above.

iii) Where the IPR owner refuses the President's request and decides not to withdraw its refusal to license the IPR or does not answer the letter within forty-five (45) days after the receipt of the President's request, the President shall then send the IPR owner's explanation, if any, together with relevant extracts from the minutes of the COMMITTEE to the legal counsel representing CCC for consideration.

8.1.3 Prior to any decision by the Board related to sections 8.1.1 and 8.1.2 of the POLICY, the COMMITTEE should in consultation with the President use their judgment as to whether or not the COMMITTEE should pursue development of the concerned parts of the SPECIFICATION based on the non-available technology and should look for alternative solutions.

## 8.2 Non-availability of licences after the publication of a FINAL SPECIFICATION

Where, in respect of a published FINAL SPECIFICATION, CCC becomes aware that licences are not available from a third party IPR owner, that FINAL SPECIFICATION shall be referred to the Chair of the Board for further consideration in accordance with the following procedure:

i) The President shall request full supporting details from any MEMBER or third party who has complained that licences are not available from such third party IPR owner.

ii) The President shall write to the third party IPR owner concerned for an explanation and request that licences be granted according to Clause 6.1 above.

iii) Where the third party IPR owner refuses the President's request or does not answer the letter within forty-five (45) days, the President shall inform the Board and, if available, provide the Board with the third party IPR owner's explanation for consideration. A vote shall be taken in the Board to immediately refer the FINAL SPECIFICATION to the relevant COMMITTEE to modify it so that the IPR is no

longer ESSENTIAL.

iv) Where the vote in the Board does not succeed, then the President shall, where appropriate, consult the legal counsel representing CCC with a view to finding a solution to the problem.

## **9 CCC ownership of IPRs**

9.1 The ownership of the copyright in SPECIFICATIONS documentation and reports created by CCC or any of its COMMITTEES shall vest in CCC subject to the MEMBER'S or its AFFILIATES' copyright ownership in their CONTRIBUTIONS as stated herein. Subject to section 9.1.1 of the POLICY, CCC shall own the copyright in the compilation of CONTRIBUTIONS forming the FINAL SPECIFICATIONS and informational documents. CCC may exercise any and all rights of copyright ownership and sublicense such rights in the FINAL SPECIFICATIONS and informational documents as if such rights were solely owned by CCC, without permission of the assigning MEMBER or AFFILIATE and without any duty to account.

9.1.1 Subject to the rights attaching to the FINAL SPECIFICATION, each MEMBER or its AFFILIATES shall retain ownership of, including ownership of all copyrights in, any CONTRIBUTION it makes to the DRAFT SPECIFICATION. Each MEMBER hereby grants to CCC, and agrees to cause its AFFILIATES to grant to CCC, a royalty-free, nonexclusive, worldwide, and sub-licensable copyright license to reproduce, create derivative works of, distribute, display and perform its CONTRIBUTION.

9.1.2 Upon the release of a FINAL SPECIFICATION, CCC grants each MEMBER and its AFFILIATES a royalty-free, nonexclusive, worldwide, non-transferable and non-sublicensable copyright license to reproduce and distribute internally (within the MEMBER company including AFFILIATES or, subject to a restricted use nondisclosure agreement, third party contractors of the MEMBER) the FINAL SPECIFICATION as reasonably necessary to implement such FINAL SPECIFICATION.

9.1.3 CCC in its sole discretion may decide to release any FINAL SPECIFICATION to MEMBERS and their AFFILIATES or to third parties under any additional copyright licenses approved by the Board.

9.2 In general, in the absence of any exceptional circumstances, where SOFTWARE is

included in any element of a SPECIFICATION there shall be no requirement to use that SOFTWARE for any purpose in order for an implementation to conform to the SPECIFICATION.

9.2.1 Without prejudice to Clause 9.1, any MEMBER contributing SOFTWARE for inclusion in a SPECIFICATION hereby grants, without monetary compensation or any restriction other than as set out in this Clause 9.2.1, an irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable copyright licence to prepare derivative works of (including translations, adaptations, alterations) the contributed SOFTWARE and reproduce, display, distribute and execute the contributed SOFTWARE and derivative works for the following limited purposes:

- a) to CCC and MEMBERS to evaluate the SOFTWARE and any derivative works thereof for determining whether to support the inclusion of the SOFTWARE in that SPECIFICATION;
- b) to CCC to publish the SOFTWARE in that SPECIFICATION; and
- c) to any implementer of that SPECIFICATION to evaluate the SOFTWARE and any derivative works thereof for inclusion in its implementation of that SPECIFICATION, and to determine whether its implementation conforms with that SPECIFICATION.

9.2.2 (i) The copyright licence granted in Clause 9.2.1 shall also extend to any implementer of that SPECIFICATION for the purpose of using the SOFTWARE in any compliant implementation unless (ii) the contributing MEMBER gives an irrevocable commitment in writing at the time of CONTRIBUTION that it is prepared to grant an irrevocable copyright licence on fair, reasonable and non-discriminatory terms and conditions for the purpose of using the SOFTWARE in any compliant implementation.

9.2.3 Any MEMBER contributing SOFTWARE for inclusion in a SPECIFICATION represents and warrants that to the best of its knowledge, it has the necessary copyright rights to license that CONTRIBUTION under Clause 9.2.1 and 9.2.2 to CCC, MEMBERS and implementers of the SPECIFICATION.

Other than as expressly provided in this Clause 9.2.3: (1) SOFTWARE contributed for inclusion in a SPECIFICATION is provided “AS IS” with no warranties, express or implied, including but not limited to, the warranties of merchantability, fitness for a particular purpose and non infringement of intellectual property rights and (2)

neither the MEMBER contributing SOFTWARE nor CCC shall be held liable in any event for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information, or any other pecuniary loss) arising out of or related to the use of or inability to use the SOFTWARE.

9.2.4 With respect to the copyright licenses set out in Clause 9.2.1 and 9.2.2, no patent licence is granted by implication, estoppel or otherwise.

9.3 In respect of IPRs other than copyright in SPECIFICATIONS documentation and reports, CCC shall only seek ownership of IPRs generated either by its employees or by secondees to CCC from organizations who are not MEMBERS.

9.4 CCC shall, on request by a non-member, grant licences to that non-member on fair and reasonable terms and conditions in respect of any IPRs, other than those referred to in Clause 9.1 above, owned by CCC. MEMBERS shall be allowed to use IPRs owned by CCC free of charge.

## **10 Confidentiality**

Unless otherwise determined by the Board, the proceedings of a COMMITTEE shall be regarded as confidential.

CONFIDENTIAL INFORMATION incorporated in a FINAL SPECIFICATION shall be regarded as non-confidential by CCC and its MEMBERS, from the date on which the FINAL SPECIFICATION is published.

## **11 Reproduction of Standards Documentation**

MEMBERS may make copies of SPECIFICATIONS documentation produced by CCC for their own use free of charge but may not distribute such copies to others.

## **12 Law and Regulation**

The POLICY shall be governed by the laws of France. However, no MEMBER shall be obliged by the POLICY to commit a breach of the laws or regulations of its country or to act against supranational laws or regulations applicable to its country insofar as derogation by agreement between parties is not permitted by such laws.

Any right granted to, and any obligation imposed on, a MEMBER which derives from French law and which are not already contained in the national or supranational law

applicable to that MEMBER is to be understood as being of solely a contractual nature.

### **13 Amendments**

This POLICY may be altered, amended or repealed or a new POLICY may be adopted by affirmative vote of at least two-thirds of the directors of the Board (primary or designated alternate of each MEMBER), as in effect on the vote date. Notwithstanding the foregoing, no alteration, amendment or repeal of this POLICY shall be effective until the thirty-first (31st) day after notice to MEMBERS, which notice may be by electronic means.

### **14 Violation of Policy**

Any violation of the POLICY by a MEMBER shall be deemed to be a breach, by that MEMBER, of its obligations to CCC. The Board shall have the authority to decide the action to be taken, if any, against the MEMBER in breach, in accordance with the CCC policies and procedures.

### **15 Definitions**

1 “**AFFILIATE**” of a first legal entity means any other legal entity:

- directly or indirectly owning or controlling the first legal entity, or
- under the same direct or indirect ownership or control as the first legal entity, or
- directly or indirectly owned or controlled by the first legal entity,

for so long as such ownership or control lasts.

Ownership or control shall exist through the direct or indirect:

- ownership of more than 50% of the nominal value of the issued equity share capital or of more than 50% of the shares entitling the holders to vote for the election of directors or persons performing similar functions, or
- right by any other means to elect or appoint directors, or persons who collectively can exercise such control. A state, a division of a state or other public entity operating under public law, or any legal entity, linked to the first legal entity solely through a state or any division of a state or other public entity operating under public law, shall

be deemed to fall outside the definition of an AFFILIATE.

- 2 **“COMMITTEE”** shall mean any technical body of CCC and shall include CCC Working Groups.
- 3 **“CONFIDENTIAL INFORMATION”** shall mean all information deemed to be confidential pursuant to Clause 10 of the POLICY disclosed directly or indirectly to the MEMBER.
- 4 **“CONTRIBUTION”** means a submission by a MEMBER or its AFFILIATE proposing an addition to or modification of a SPECIFICATION or portion thereof, or a submission proposing changes or modifications to reference design documents, provided that the submission is submitted in writing (including a writing in electronic medium) or if made verbally is memorialized in the minutes of the COMMITTEE meeting to which it was made. A MEMBER wishing to withdraw a submission made verbally must do so by notifying all other MEMBERS participating in the relevant COMMITTEE within ten (10) days following the circulation of the minutes in which the submission to be withdrawn is identified.
- 5 **“DRAFT SPECIFICATION”** shall mean all versions of a document designated as CCC specification, including without limitation a document titled "Draft Specification" or words of similar meaning, and all CONTRIBUTIONS thereto.
- 6 **“EQUIPMENT”** shall mean any system, or device fully conforming to a FINAL SPECIFICATION.
- 7 **“METHODS”** shall mean any method or operation fully conforming to a FINAL SPECIFICATION.
- 8 **“ESSENTIAL”** as applied to IPR means that it is not possible on technical (but not commercial) grounds, taking into account normal technical practice and the state of the art generally available at the time of standardization, to make, offer to sell, sell, lease, otherwise dispose of, repair, use or operate EQUIPMENT or METHODS which comply with a FINAL SPECIFICATION without infringing that IPR. For the avoidance of doubt in exceptional cases where a FINAL SPECIFICATION can only be implemented by technical solutions, all of which are infringements of IPRs, all such IPRs shall be considered ESSENTIAL.
- 9 **“FINAL SPECIFICATION”** shall mean any DRAFT SPECIFICATION that has been adopted and approved for release by the Board in final version.

10 **“SPECIFICATION”** shall mean any DRAFT SPECIFICATION and any FINAL SPECIFICATION.

11 **“IPR”** shall mean any intellectual property right conferred by statute law including applications therefor other than trademarks. For the avoidance of doubt rights relating to get-up, confidential information, trade secrets or the like are excluded from the definition of IPR.

12 **“MANUFACTURE”** shall mean production of EQUIPMENT.

13 **“MEMBER”** shall mean a member of CCC. References to a MEMBER shall wherever the context permits be interpreted as references to that MEMBER and its AFFILIATES.

14 **“POLICY”** shall mean CCC's Intellectual Property Rights Policy.

15 **“PATENT FAMILY”** shall mean all the documents having at least one priority in common, including the priority document(s) themselves. For the avoidance of doubt, “documents” refers to patents, utility models, and applications therefor.

16 For the purpose of this POLICY, **“SOFTWARE”** shall mean a set of instructions written in any programming language that either directly, or when further compiled, performs a function when executed by hardware that processes data according to instructions.

**Appendix A: IPR Licensing Declaration forms**

**IPR HOLDER / ORGANISATION (“Declarant”)**

Legal Name:

**CONTACT DETAILS FOR LICENSING INFORMATION:**

Name and Title:

Department:

Address:

Telephone:

Fax:

Email:

URL:

**GENERAL IPR LICENSING DECLARATION**

The Declarant and/or its AFFILIATES hereby informs CCC that (*check one box only*):

\_\_\_\_\_with reference to CCC FINAL SPECIFICATION(S) No.:

\_\_\_\_\_with reference to all CCC SPECIFICATIONS

and with reference to (*check one box only*):

\_\_\_\_\_IPR(s) contained within CONTRIBUTIONS made by the Declarant and/or its AFFILIATES, or

\_\_\_\_\_any IPRs

the Declarant hereby irrevocably declares that

(1) it and its AFFILIATES agree to grant irrevocable licenses under its/their IPR(s) on terms and conditions which are in accordance with Clause 6.1 of the POLICY, in respect of the SPECIFICATION(S), as identified above, to the extent that the IPR(s) are or become, and remain ESSENTIAL to practice that/those SPECIFICATION(S) or, as applicable; and

(2) it will comply with Clause 6.2 of the POLICY with respect to such ESSENTIAL IPR(s).

\_\_\_\_\_ This irrevocable commitment is made subject to the condition that those who seek licences agree to reciprocate (**check box if applicable**).

The construction, validity and performance of this General IPR licensing declaration shall be governed by the laws of France.

Terms in ALL CAPS on this form have the meaning provided in Clause 15 of the CCC IPR Policy.

## **SIGNATURE**

By signing this General IPR Licensing Declaration form, you represent that you have the authority to bind the Declarant and/or its AFFILIATES to the representations and commitments provided in this form.

Name of authorized person:

Title of authorized person:

Place, Date:

Signature:

*Please return this form duly signed to:*

CCC President  
Car Connectivity Consortium Administration  
(Please refer to [CarConnectivity.org](http://CarConnectivity.org) for the address)

## **IPR INFORMATION STATEMENT AND LICENSING DECLARATION**

### **IPR HOLDER / ORGANISATION (“Declarant”)**

Legal Name:

### **CONTACT DETAILS FOR LICENSING INFORMATION:**

Name and Title:

Department:

Address:

Telephone:

Fax:

Email:

URL:

### **IPR INFORMATION STATEMENT**

In accordance with Clause 4.1 of the POLICY the Declarant and/or its AFFILIATES hereby informs CCC that it is the Declarant’s and/or its AFFILIATES’ present belief that the IPR(s) disclosed in the attached *IPR Information Statement Annex* may be or may become ESSENTIAL in relation to at least the CCC Work Item(s), SPECIFICATION(S) identified in the attached *IPR Information Statement Annex*.

The Declarant and/or its AFFILIATES (***check one box only***):

\_\_\_\_\_ are the proprietor of the IPR(s) disclosed in the attached *IPR Information Statement Annex*.

\_\_\_\_\_ are not the proprietor of the IPR(s) disclosed in the attached *IPR Information Statement Annex*.

## **IPR LICENSING DECLARATION**

In accordance with Clause 6.1 of the POLICY the Declarant and/or its AFFILIATES hereby irrevocably declares the following (***check one box only, and subordinate box, where applicable***):

\_\_\_ To the extent that the IPR(s) disclosed in the attached *IPR Information Statement Annex* are or become, and remain ESSENTIAL in respect of the SPECIFICATION identified in the attached *IPR Information Statement Annex*, the Declarant and/or its AFFILIATES are

(1) prepared to grant irrevocable licences under this/these IPR(s) on terms and conditions which are in accordance with Clause 6.1 of the POLICY; and (2) will comply with Clause 6.2 of the POLICY.

\_\_\_ This irrevocable commitment is made subject to the condition that those who seek licences agree to reciprocate (***check box if applicable***).

\_\_\_ The Declarant and/or its AFFILIATES are not prepared to make the above IPR Licensing Declaration (reasons may be explained in writing in the attached *IPR Licensing Declaration Annex*).

The construction, validity and performance of this IPR information statement and licensing declaration shall be governed by the laws of France.

Terms in ALL CAPS on this form have the meaning provided in Clause 15 of the CCC IPR Policy.

## **SIGNATURE**

By signing this IPR Information Statement and Licensing Declaration form, you represent that you have the authority to bind the Declarant and/or its AFFILIATES to the representations and commitments provided in this form.

Name of authorized person:

Title of authorized person:

Place, Date:

Signature:

*Please return this form duly signed to:*

CCC President  
Car Connectivity Consortium Administration  
(Please refer to [CarConnectivity.org](http://CarConnectivity.org) for the address)

**IPR Information Statement Annex**

This statement is made on \_\_\_\_\_ (date) by

\_\_\_\_\_

representative of \_\_\_\_\_ (“Company”), (*check one box only*)

\_\_\_\_\_ a MEMBER of the Car Connectivity Consortium (“CCC”)

\_\_\_\_\_ a non-member of CCC

In accordance with the POLICY, I hereby inform CCC it is the belief of the undersigned, signing on behalf of the Company, that the following IPRs are, or likely to become, ESSENTIAL IPRs in relation to the SPECIFICATION identified as

\_\_\_\_\_.

Company	Patent/Application Title	Country of Registration	Application #	Patent #	SPECIFICATION reference, impacted paragraph

Other members of this PATENT FAMILY, if any \*  
 Application No.      Publication No.      Country of registration

Signed by \_\_\_\_\_

Print Name \_\_\_\_\_

Position \_\_\_\_\_

\* Information on other members of a PATENT FAMILY is provided voluntarily (Clause 4.3 of the POLICY).

*Please return this form together with the “IPR Information Statement and Licensing Declaration form” to:*

CCC President  
Car Connectivity Consortium Administration  
(Please refer to [CarConnectivity.org](http://CarConnectivity.org) for the address)

Terms in ALL CAPS on this form have the meaning provided in Clause 15 of the CCC IPR Policy.

## **IPR Licensing Declaration Annex**

### **Optional written explanation of reasons for not making the IPR Licensing Declaration**

\_\_\_The Declarant and/or its AFFILIATES are unwilling to grant irrevocable licences under the IPR(s) disclosed in the attached *IPR Information Statement Annex* on terms and conditions which are in accordance with Clause 6.1 of the POLICY.

\_\_\_The Declarant and/or its AFFILIATES are unable to grant irrevocable licences under the IPR(s) disclosed in the attached *IPR Information Statement Annex* on terms and conditions which are in accordance with Clause 6.1 of the POLICY, because

\_\_\_\_\_the Declarant and/or its AFFILIATES are not the proprietor of the IPR(s) disclosed in the attached *IPR Information Statement Annex*,

\_\_\_\_\_the Declarant and/or its AFFILIATES do not have the ability to licence the IPR(s) disclosed in the attached *IPR Information Statement Annex* on terms and conditions which are in accordance with Clause 6.1 of the POLICY. In this case, please provide contact information of those who may have this ability:

Other reasons (please specify):

Legal Name:

Name and Title:

Department:

Address:

Telephone:

Fax:

Email:

*Please return this form together with the “IPR Information Statement and Licensing Declaration form” to:*

CCC President  
Car Connectivity Consortium Administration  
(Please refer to [CarConnectivity.org](http://CarConnectivity.org) for the address)

Terms in ALL CAPS on this form have the meaning provided in Clause 15 of the CCC IPR Policy.

## Appendix II

### **CAR CONNECTIVITY CONSORTIUM, LLC. Antitrust and Competition Law Guidelines**

Car Connectivity Consortium, LLC. (“Car Connectivity LLC”), and its Members, have adopted an LLC Agreement and “unequivocally support the policy of competition served by the antitrust and competition laws” and state that they “uncompromisingly intend to comply strictly with such laws.”

The LLC Agreement further commits Car Connectivity LLC to not taking “any action that would tend to restrain competition among and between such members in violation of the antitrust and competition laws.”

With these considerations in mind, and in furtherance of its commitment to and respect for adherence to the antitrust and competition laws of the United States and any other nation in which its members are either domiciled or conduct their business, Car Connectivity LLC hereby issues the following guidelines (the “Guidelines”) for its members and their representatives in connection with their activities as participants in the work of Car Connectivity LLC.

These Guidelines are designed as a cautionary measure to avoid antitrust issues before they can arise and therefore may go beyond what is strictly required under the law. They should also be followed when in informal discussions outside formal Car Connectivity LLC formal meetings. Although there may be exceptions to some aspects of the Guidelines, approval must be obtained from Car Connectivity LLC's legal counsel before undertaking activities that vary from the Guidelines.

1. Neither Car Connectivity LLC nor any committee, conference or activity of Car Connectivity LLC shall be used for the purpose of bringing about, or attempting to bring about, any understanding or agreement, written or oral, formal or informal, express or implied, among and between competitors to unreasonably restrain trade. Examples of prohibited agreements include:

- Agreements to fix prices (such as an agreement on the prices that members will charge for products complying with specifications or standards);
- Agreements to restrict output (such as an agreement on how much of a compliant product members will each produce);
- Agreements to allocate customers or territories (such as an agreement by competitors on where or to whom they will each sell compliant products);

- Agreements to boycott or refuse to deal with another firm.

2. The following topics should not be discussed or otherwise be the subject of communications:

- Prices at which products or services implementing any specification or standard should be sold  
“Prices” includes past, current and future prices; pricing strategies or plans; the process of setting prices and the components of price; discounts, terms, and other conditions of sale;
- Profits or profit margins;
- Individual companies’ market shares or sales territories;
- Allocation of customers, markets, production levels, or territories; or restrictions on the customers to whom, or the territories in which a company may sell or resell products;
- Using standards or certification programs to exclude suppliers or competitors from the marketplace for any reason other than cost performance or technical considerations;
- Conditioning the implementation of a standard or specification on the implementer’s use of products or services from a particular supplier;
- Bidding (or terms of bids) or refraining from bidding to sell any product or service;
- Any matter restricting any company’s independence in setting prices, establishing production and sales levels, choosing the markets in which it operates, or the manner in which it selects its customers and suppliers.
- Current or future business plans relating to any competitive issue, including sales, marketing or distribution and any other matters as to which members compete;
- Any issue unrelated to Car Connectivity LLC or pertaining only to individual members; or
- Any matter that would have the primary purpose of excluding competitors of companies participating in Car Connectivity LLC.

3. There shall be no communications or discussions that might be construed as an agreement or understanding to refrain from, or encouragement to refrain from, purchasing any raw materials, equipment, services or other supplies from any supplier or from dealing with any supplier.

4. There shall be no communications or discussions that might be construed as an

attempt (a) to prevent any person or business entity from gaining access to any market or customer for goods and services, or (2) to prevent any business entity from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market.

5. The qualifications for membership in Car Connectivity LLC are set forth in the LLC Agreement of Car Connectivity LLC. No applicant for membership, who otherwise meets the qualifications set forth therein, shall be rejected for any anticompetitive purpose.

6. Neither Car Connectivity LLC, its Board of Directors, Officers nor any Work Group, committee or member thereof shall make any effort to bring about the standardization of any product or service for the purpose of preventing the manufacture, sale or supply of any product or services not conforming to a specified standard or specification.

7. The specifications and standards that may be developed or approved by Car Connectivity LLC shall be based upon technical considerations and upon the merits of objective judgments and thorough procedures. Such specifications and standards shall in no way be based upon any effort, intention or purpose of any of its members to reduce or eliminate competition in the sale, supply and furnishing of products and services.

8. Each Member, and any new Member, of Car Connectivity LLC shall be supplied with a copy of these Guidelines and agrees to abide by them.