

MEMBERSHIP AGREEMENT



This Membership Agreement (“**Agreement**”) is entered into on the effective date below (“**Effective Date**”), by and between the Autonomous Vehicle Computing Consortium, Inc., a not-for-profit membership corporation organized under the laws of the state of Delaware, having its principal office at 200 Erselia Trail, Alamo, CA 94507, USA (“**Consortium**” or “**AVCC**”), and the applicant company (“**Member**”).

This Agreement represents a binding contract between the AVCC and the Member and commits the Member’s organization to comply with such rules and policies as the AVCC may from time to time adopt including the AVCC Bylaws (“**Bylaws**”) and its Intellectual Property Rights Policy (“**IPR Policy**”), which are both incorporated into this Agreement by reference.

1. Membership, Rights and Obligations.

1.1 **General.** The activities of the AVCC, and of the Member’s participating in the AVCC, do not establish a partnership among AVCC members. In the course of participating in AVCC activities, Members are expected to comply with all applicable laws and regulations, including U.S. laws regarding export controls and antitrust.

1.2 **Representatives and Contacts.** The Member must submit a complete Attachment A with a signed Agreement appointing its representatives and contacts to the AVCC. New representatives and contacts may be provided by the Member to the AVCC from time to time, by submitting an official notice in company letterhead, and a revised Attachment A to the AVCC.

1.3 **Membership Classes.** Each Member must select a membership class at the time it first applies for membership with the AVCC. A Member may change its membership class at any time. If a Member wishes to make a change other than as of the first of the year, it must pay the upcharge for the then-current membership year. No refunds of fees will be made, or any abatement of fees owing and as yet unpaid, in the event of a downgrade. Current membership classes and annual dues are listed in Attachment B.

1.4 **Obligations – Dues, Assessments and Fees.** Member agrees to pay the annual dues, assessments or fees established for its membership class, as these may be amended from time to time by the Board of Directors or otherwise in accordance with sections 2.2 and 2.13 of the Bylaws.



- 1.4.1 The AVCC will issue an initial invoice to the new Member for the full annual dues for its selected membership class upon approval by the Board of Directors of a complete and signed Membership Agreement.
- 1.4.2 The initial invoice covers the period January 1 to December 31 of the year in which the membership is approved. The invoiced amount is not prorated.
- 1.4.3 Dues, assessments, and fees paid by a Member are not reimbursable.
- 1.4.4 Membership in the AVCC is renewed on January 1 of each year, and the new invoice is sent to the Member approximately ninety (90) days in advance. Payment is due by December 31st of each calendar year. Mail and wire transfer instructions will be provided on the invoice.
- 1.4.5 Membership will be deemed to be in “good standing” per sections 2.2 and 2.12 of the Bylaws upon receipt of payment.
- 1.4.6 Termination and resignation of membership by a Member in good standing is in accordance with section 2.12 and 2.13 of the Bylaws, respectively.

1.5 **Obligations – Manpower.** Member agrees to maintain at least a minimum number of qualified subject matter experts (“**Manpower**”) assigned to the AVCC Working Groups (“**WG**”) as may be deemed necessary from time to time by the Board of Directors. At this time, the Board of Directors has deemed that the minimum Manpower from each Member is two (2) subject matter experts.

2. Approval of an Agreement. The Member must submit a complete Agreement. The Board of Directors reviews each Agreement according to the AVCC criteria of membership (Bylaws, section 2.2 and 2.3) and uses the Attachment C to learn more about a Member.



3. Notices. Any notice or other communication required or permitted by this Agreement to be given to a party shall be in writing and shall be according to Article VII of the Bylaws. If to the AVCC,

AVCC

Att.: Armando Pereira

200 Erselia Trail

Alamo, CA 94507 – USA

Telephone: +1 (925) 262-1024

Email: armando@avccconsortium.org

All notices to the Member will be sent to the Business Contact and copied to the Primary Representative as listed in Attachment A.

4. Miscellaneous.

4.1 Authority to Execute Agreement. Member hereby represents, warrants and covenants to the AVCC that (a) it has the authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any agreement to which Member is a party or by which it is otherwise bound; and (c) when accepted by the AVCC Board of Directors, this Agreement will constitute a legal, valid and binding obligation of Member, enforceable in accordance with its terms.

4.2 No Other Licenses. By executing this Agreement, Member neither grants nor receives, by implication, estoppel, or otherwise, any rights under any copyright, patents or other intellectual property rights of the AVCC or another member.

4.3 Governing Law and Venue. This Agreement shall be governed by the laws of the state of Delaware without regard to Delaware's conflicts of law rules.

4.4 Complete Agreement; No Waiver. This Agreement, including all attachments, sets forth the entire understanding of AVCC and Member and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

4.5 Tax Filings. The AVCC has received recognition of exemption from federal taxation in the United States under IRS Section 501(c)(6) and from state taxation in the State of California.

Membership Agreement



4.6 **Assignment.** Member may not transfer, sell, or assign its rights or obligations under this Agreement except to the extent, if at all, set forth in Section 2.8 of the Bylaws.

4.7 **Force Majeure.** Neither AVCC nor Member shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

4.8 **Logos and Names.** The Member grants the AVCC the right to use its organization's name and logo on the AVCC website(s) and on related marketing materials, solely to indicate the Member's membership in the AVCC. As long as the Member remains in good standing, the Member may use the AVCC's name and logo, in the format and with the notices provided or requested by the AVCC, solely to indicate its membership in the AVCC.

4.9 **Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

4.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF the applicant hereto submits this Agreement.

Applicant.	Company:
	Authorized Signature:
	Print Name:
	Title:
	Date:

Please submit your signed Agreement to:

Autonomous Vehicle Computing Consortium
200 Erselia Trail
Alamo, CA 94507 - USA
Telephone: +1 (925) 262-1024
armando@avccconsortium.org



Upon review of the submitted application, the AVCC Board of Directors has decided to:

APPROVE THE APPLICATION	
Autonomous Vehicle Computing Consortium Legal Representative.	Signature:
	Print:
	Title:
	Effective Date:

NOT APPROVE THE APPLICATION	
Autonomous Vehicle Computing Consortium.	Reason:



Attachment A – Representatives and Contacts

Name of the Company: _____

Address: _____

Company website(s): _____

(for example, www.mycompany.com)

Parent Company: _____

(If more than 50% of the capital structure is controlled by another company)

Primary Representative: _____ Title: _____

Address: _____

Phone No.: _____ Email: _____

(The Primary Representative has the authority to vote on behalf of the Member)

Alternate Representative: _____ Title: _____

Phone No.: _____ Email: _____

(Substitute to the Primary if he/she is unable to attend an AVCC activity)

Business Contact: _____ Title: _____

Address: _____

Phone No.: _____ Email: _____

(All legal & financial notices will be sent to the Primary and this contact)

Technical Contact: _____ Title: _____

Phone No.: _____ Email: _____

(All Working Group notices will be sent to the Primary and this contact)

Marketing Contact: _____ Title: _____

Phone No.: _____ Email: _____

(All Marcom notices including PRs will be sent to the Primary and this contact)



Attachment B – Membership Classes and Annual Dues

Please select one of the membership classes,

<u>CLASS</u> ⁽¹⁾	<u>Annual Membership Dues</u> ⁽²⁾
_____ Strategic Membership	US\$75,000
_____ Core Membership	US\$55,000
_____ General Membership	US\$15,000

Notes: (1) The various membership classes and their respective privileges are detailed in Article II of the Bylaws.

(2) The membership dues listed above are applicable until further notice. The AVCC membership dues may vary in the future depending on the operational budget approved by its members.



Attachment C – Introduction to the AVCC

Please provide us a few brief comments on the following topics, keeping in mind that the AVCC is an autonomous vehicle computing consortium with a technical purpose (Bylaws, section 1.4).

1. The technical areas that your company would like to contribute to in the AVCC.

2. Your company's past and current activities in autonomous vehicles.

3. Your company's technical expertise in autonomous vehicle computing.

4. The availability of your subject matters experts to join our working groups.

5. The OSI level(s) that your company would focus its contributions in.