

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 the Member participating in the AVCC do not establish a partnership between the AVCC and the Member. While participating in the AVCC activities, the Member must 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 respective contact information to the AVCC. The Member may provide updates to the list of representatives and contacts from time to time by submitting an official notice letter on company letterhead and a revised attachment A to the AVCC.

1.3 **Appointment of Subject Matter Experts.** The Member must maintain at least a minimum number of qualified subject matter experts (“**SME**”) attending and contributing to the AVCC Working Groups as may be identified by the Board of Directors. The Board of Directors has established the number of SMEs from each Member at two (2) for now but reserves the right to adjust this requirement when required.

1.4 **Membership Classes.** Each Member must select a membership class when applying to the AVCC by submitting a complete Attachment B with the signed Agreement.



1.5 Dues, Assessments, and Fees. Each 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 and otherwise following Sections 2.2 and 2.17 of the Bylaws.

1.5.1 The Consortium will issue an initial invoice to the new Member upon approval by the Board of Directors of its complete and signed Agreement according to,

1.5.1.1 If the Effective Date is before July 1st, the initial invoice will be the prorated annual dues for the first year at the chosen membership class.

1.5.1.2 If the Effective Date is July 1st or after, the initial invoice will be the prorated annual dues for the first year plus the full amount for the second year at the same membership class.

1.5.2 Upon payment, membership will be deemed in “good standing” per Sections 2.2 and 2.17 of the Bylaws.

1.5.3 Membership in the AVCC is renewed on January 1 of each year. The invoice is sent to the Member approximately sixty (60) days in advance and is due by December 31st to remain in good standing for the following year. Payment instructions are provided on the invoice.

1.5.4 Dues, assessments, and fees paid by the Member are not reimbursable. No refunds of fees will be made or any abatement of fees owing and as yet unpaid in the event of a downgrade.

1.6 Membership Resignation and Changes. Resignations and changes in membership class by a Member in good standing are per Section 2.3 (c) and 2.15 of the Bylaws.

1.6.1 A Member may resign from its existing membership according to Section 2.15 of the Bylaws. The Member must submit an official notice on company letterhead, and the resignation becomes effective at the end of the current membership period.



1.6.2 A Member may also request a change to its existing membership class.

1.6.2.1 If the change is intended to move the Member to a lower membership class, the request must be made according to Section 2.15 of the Bylaws and become effective on January 1st of the following year.

1.6.2.2 If the change is intended to move the Member to a higher membership class, the request can be made anytime during the fiscal year and becomes effective immediately. The Consortium will invoice the difference in membership dues according to the rules detailed in this Agreement in Sections 1.5.1.1 and 1.5.1.2 above.

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

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

AVCC

Att.: Armando Pereira, President
200 Erselia Trail
Alamo, CA 94507 – USA

Telephone: +1 (925) 262-1024
Email: armando@avcc.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 under 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 state taxation in California.

4.6 **Assignment.** The Member may not transfer, sell, or assign its rights or obligations under this Agreement except to the extent set forth in Section 2.12 of the Bylaws.

4.7 **Force Majeure.** Neither AVCC nor Member shall be liable hereunder because 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 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, Inc.
200 Erselia Trail
Alamo, CA 94507 - USA
Telephone: +1 (925) 262-1024
armando@avcc.org



Attachment A – Representatives and Contacts

Name of the Company: _____

Address: _____

Company website(s): _____

(For example, www.mycompany.com)

Parent Company: _____

(If another company controls more than 50% of the capital structure)

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 cannot attend an AVCC activity.)

Business Contact: _____ **Title:** _____

Address: _____

Phone No.: _____ **Email:** _____

(All legal and 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\$37,500
_____ General Membership	US\$20,000
_____ Small-Company Membership	US\$5,000
_____ Associate ABWG Membership	US\$15,000

Notes: (1) Article II of the Bylaws details the various membership classes and their privileges.

(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 the Members.



Attachment C – Introduction to the AVCC

Please provide us with 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 your company would like to contribute to 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 matter experts to join our working groups.

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



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: