

## 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 Third Amended and Restated Limited Liability Company Agreement dated as of April 24, 2024 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 has been provided to the undersigned. 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. The undersigned hereby grants Company the right to reproduce, use and display the undersigned's name and official logo on the Company website and in press or other public collateral regarding the undersigned's membership in Car Connectivity Consortium; provided that, the Company will make reasonable efforts to use and display logo of the undersigned pursuant to logo guidelines of the undersigned, or pursuant to requests provided by undersigned; and except as provided herein, the undersigned makes no other grant of rights to any other trademark, copyright or other intellectual property.

5. **Intellectual Property Rights Policy:** The undersigned acknowledges and confirms that it has reviewed 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 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 supersede 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:

CAR CONNECTIVITY CONSORTIUM

MEMBER

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

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

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

**Schedule A**

**Membership Fee Schedule**

| <b><u>Type of Membership</u></b> | <b><u>Annual Fees for Non- Profits<br/>and for Companies with<br/>Revenues Less than<br/>\$100 Million*</u></b> | <b><u>Annual Fees for Companies<br/>with Revenues of \$100 Million<br/>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:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_ (Name/Title)  
\_\_\_\_\_ (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 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 Third Amended and Restated Limited Liability Company Agreement) of the Company below:**

---

---

---

---



**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 whose signature appears above who is the authorized and designated representative of Affiliate with authority to bind Affiliate under all the terms contained herein