SmartDeviceLink Consortium Membership Agreement

This Membership Agreement (the "Agreement") is entered into by and between SmartDeviceLink Consortium, Inc., a Delaware nonstock corporation ("SDLC"), and the company named below in the "Member" field (the "Member"). By signing this Agreement, Member agrees to comply with the terms and conditions outlined herein. This Agreement will be effective upon receipt by SDLC of the signed Agreement and payment of required membership fees (the "Effective Date").

1 ORGANIZATIONAL DOCUMENTS AND POLICIES

Member acknowledges that it has read and understands and agrees to be bound by and to comply with the terms of the following organizational documents and policies of SDLC: (1) the Certificate of Incorporation; (2) the Bylaws; and (3) the Intellectual Property Policy (collectively, the "Governing Documents"), as such documents may be modified from time to time.

2 ACRONYMS/ABBREVIATIONS/DEFINITIONS

Affiliate	An entity controlling, controlled by or under common control with another entity. "Control" can be established by ownership of a majority of the voting interests, management authority or any other means to direct the affairs and management of the controlled entity.
After-Market Manufacturer	Any hardware supplier that produces equipment which is not included in original vehicle production by an OEM.
App Developer /App Partner	Legal entity (including an OEM, Non-OEM, After-Market Manufacturer and Project Core Adopter) or individual who develops and distributes Android or iOS mobile application.
CLA	Contributor License Agreement
Developer Relations Committee	Comprised of Level 1 through Level 4 member representatives.
HU	Vehicle Head Unit
Joint Venture	A joint venture or other business entity in which an OEM owns at least 30% of the voting securities.
Non-OEM	Small to large companies, Tier 1 Suppliers and Solution Providers; excludes individuals.
OEM	Original Equipment Manufacturer – manufacturer of automotive vehicles but does not include suppliers to the OEMs
Project Core Adopter	OEM, non-OEM (excluding App Partners) who have launched SDL Core already on hardware or have committed publicly to the launch of SDL within their core product in the near future
SDL Core	Software installed in a vehicle to support SDL functionality or SDL embedded component for HU.
SDL Developer Portal	A web-based portal for hardware partners (Project Core Adopters) and Proxy Adopters working with the SDL platform.
SDL Proxy	Software on an external device, other than the vehicle, supporting

	SDL functionality for one or more applications on the external device, including but not limited to Android/iOS apps.
SDL	SmartDeviceLink
SDLC	SmartDeviceLink Consortium
SHAID Server	Shared third party server used to create, distribute, and manage Smart Device Link (SDL) Application IDs
Steering Committee	Comprised of Level 1 through Level 3 voting member representatives.

3 MEMBERSHIP LEVEL

Member has been invited to and joins the SDLC as the following type of member, with the rights and obligations described below and in the Bylaws, and Member agrees to abide by the terms and commitments applicable to such membership. (Please check the box next to the type of membership shown on Member's application.)

☐ **3.1 LEVEL 1 (DIAMOND)** (Available only to OEMs)

a. **Membership Fees**. Member commits to pay the annual membership fee associated with Level 1 membership, which is currently $250,000 per year.

b. **Representation on Board of Directors**. Member shall have the right to appoint a single representative to the Board of Directors, and such representative shall have five votes.

c. **Representation on Steering Committee**. Member shall have the right to appoint a single representative to the Steering Committee, and such representative shall have five votes.

d. **Representation on Developer Relations Committee**. Member shall have the right to appoint a single representative to the Developer Relations Committee, and such representative shall have five votes.

e. **Board of Directors Meeting Access.** As described in the Bylaws, Member shall have access to Board of Directors meetings.

f. **Steering Committee Meeting Access**. As described in the Bylaws, Member shall have access to Steering Committee meetings.

g. **Developer Relations Committee Meeting Access**. As described in the Bylaws, Member shall have access to Developer Relations Committee meetings.

h. **Voting Rights.** Member shall have five votes at a meeting of the membership.

i. **Project Core Adopter**. Member commits to being a Project Core Adopter and (i) to acknowledge such commitment publicly within 12 months of the Effective Date, and (ii) launch a product with SDL within 36 months of the Effective Date. If Member fails to fulfill its commitments in (i) and (ii) within the relevant timeframes, Member acknowledges that it will become a Level 3 Member and will not be entitled to a refund of any of its membership fees paid during the period when it was a Level 1 Member.

   i. Launching a product means implementing the SDL Core project into a product (any physical product, such as a vehicle head unit, cluster, or rearview mirror) which is made available to an external device running or executing an application that implements the SDL Proxy. A product shall not be considered "launched" until it is included in a vehicle that is available for purchase by retail customers.

j. **Quality Commitment**. Member agrees to abide by the following quality standards:
   i. Member will certify and validate its use of SDL Core per the specifications and test requirements provided by SDLC.
   ii. Member will be responsible for determining the schedule for its SDL Core updates but acknowledges that SDLC recommends that updates be no less than yearly.
   iii. Member will be responsible for determining the schedule for updates for compatibility but acknowledges that SDLC recommends that updates be no less than yearly.
k. **Marketing/Public Affairs Commitment**. Member makes the following commitments regarding marketing and public affairs:
   i. Member will publicly support the SDL project.
   ii. Member will evangelize the benefits of SDLC to encourage other prospective members to join. In so doing, Member may use the SDL brand in communications, public releases, or developer events promoting SDLC.
   iii. Member will promote SDL to non-SDLC members.
l. **Development Access**. Member will have access to a SHAID Server and have its own page under the SDL Developer Portal.
m. **Mailing List Access**. Member will be included on SDLC mailing list and Steering Committee mailing list.

☐ **3.2 LEVEL 2 (PLATINUM)** (Available only to OEMs)
a. **Membership Fees**. Member commits to pay the annual membership fee associated with Level 2 membership, which is currently $150,000 per year.
b. **Representation on Board of Directors**. Member shall have the right to appoint a single representative to the Board of Directors, and such representative shall have three votes.
c. **Representation on Steering Committee**. Member shall have the right to appoint a single representative to the Steering Committee, and such representative shall have three votes.
d. **Representation on Developer Relations Committee**. Member shall have the right to appoint a single representative to the Developer Relations Committee, and such representative shall have three votes.
e. **Board of Directors Meeting Access.** As described in the Bylaws, Member shall have access to Board of Directors meetings.
f. **Steering Committee Meeting Access**. As described in the Bylaws, Member shall have access to Steering Committee meetings.
g. **Developer Relations Committee Meeting Access**. As described in the Bylaws, Member shall have access to Developer Relations Committee meetings.
h. **Voting Rights.** Member shall have three votes at a meeting of the membership.
i. **Other Provisions**. All other provisions applicable to Level 1 members (i.e., paragraphs 3.1(g) through (k) are also applicable to Level 2 members.

☐ **3.3 LEVEL 3 (GOLD)** (Available to OEMs and Non-OEMs)
a. **Membership Fees**. Member commits to pay the annual membership fee associated with Level 3 membership, which is currently $50,000 per year.
b. **Representation on Board of Directors**. Member shall have no right to appoint a

representative to the Board of Directors.

c. **Representation on Steering Committee**. Member shall have the right to appoint a single representative to the Steering Committee, and such representative shall have one vote.

d. **Representation on Developer Relations Committee**. Member shall have the right to appoint a single representative to the Developer Relations Committee, and such representative shall have one vote.

e. **Board of Directors Meeting Access.** Member shall have no access to Board of Directors meetings.

f. **Steering Committee Meeting Access**. As described in the Bylaws, Member shall have access to Steering Committee meetings.

g. **Developer Relations Committee Meeting Access**. As described in the Bylaws, Member shall have access to Developer Relations Committee meetings.

h. **Voting Rights.** Member shall have one vote at a meeting of the membership.

i. **Quality Commitment**. Member agrees to abide by the following quality standards:
   i. Member will certify and validate its use of SDL Core per the specifications and test requirements provided by SDLC.
   ii. Member will be responsible for determining the schedule for its SDL Core updates but acknowledges that SDLC recommends that updates be no less than yearly.
   iii. Member will be responsible for determining the schedule for updates for compatibility but acknowledges that SDLC recommends that updates be no less than yearly.

j. **Marketing/Public Affairs Commitment**. Member makes the following commitments regarding marketing and public affairs:
   i. Member may, but need not, use the SDL brand in communications and public releases.

k. **Development Access**. Member will have access to a SHAID Server and have its own page under the SDL Developer Portal.

l. **Mailing List Access**. Member will be included on SDLC mailing list and Steering Committee mailing list.

☐ **3.4 LEVEL 4 (SILVER)** (Available to OEMs, Non-OEMs, and After-Market Manufacturers)

a. **Membership Fees**. Member commits to pay the annual membership fee associated with Level 4 membership, which is currently $30,000 per year.

b. **Representation on Board of Directors**. Member shall have no right to appoint a representative to the Board of Directors.

c. **Representation on Steering Committee**. Member shall have no right to appoint representatives to the Steering Committee.

d. **Representation on Developer Relations Committee**. Member shall have the right to appoint a single representative to the Developer Relations Committee, and such representative shall have one vote.

e. **Board of Directors Meeting Access.** Member shall have no access to Board of Directors meetings.

f. **Steering Committee Meeting Access.** Member shall have no access to Steering Committee meetings.

g. **Developer Relations Committee Meeting Access**. As described in the Bylaws, Member shall have access to Developer Relations Committee meetings.
h. **No Voting Rights.** Member shall have no voting rights at a meeting of the membership.
i. **Development Access**. Member will have access to a SHAID Server.
j. **Mailing List Access**. Member will be included on SDLC mailing list.

4   SPECIAL PROVISION FOR AFFILIATES AND JOINT VENTURES OF OEMS

a. If an OEM is a Level 1, Level 2 or Level 3 member of SDLC, any Affiliate or Joint Venture of such OEM may only join as a Level 4 or Level 5 non-voting member and will otherwise be represented by the OEM of which it is an Affiliate or Joint Venture.
b. If an OEM is *not* a member of SDLC, then an Affiliate or Joint Venture of such OEM may join SDLC if it otherwise meets applicable eligibility criteria. To the extent such OEM later becomes a Level 1, Level 2 or Level 3 voting member of SDLC, the Affiliate or Joint Venture Member thereafter will be represented by the OEM and will become a non-voting member with no refund or pro-ration of membership fees.

5   INDEMNIFICATION

Indemnification. Member agrees to defend, indemnify, and hold SDLC and its directors, officers, employees, and agents harmless from and against any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages ("Claims") relating to or arising from: (i) Member's membership in SDLC or adoption of SDL; (ii) Member's breach of this Agreement (including the terms of the Certificate of Incorporation, Bylaws, or Intellectual Property Policy); (iii) Member's violation of any party's rights or any law. If any Claim subject to indemnification under this Section is brought against SDLC, SDLC will promptly notify Member in writing; provided, however, that failure to give prompt notice will not relieve Member of Member's obligations under this Section except to the extent that Member was actually and materially prejudiced by that failure. SDLC will cooperate with Member at Member's expense in all reasonable respects in connection with the defense of the Claim. Member may, upon written notice to SDLC, undertake to conduct proceedings and negotiations or assume the defense of any Claim for which SDLC seeks indemnification and will take all required steps or proceedings to settle or defend the Claim, including the employment of counsel that is satisfactory to SDLC and payment of all expenses. Member may not settle any Claim without the prior written consent of SDLC. SDLC has the right to employ separate legal counsel and participate in the defense of any Claim.

6 TERM AND TERMINATION

This Agreement commences on the Effective Date and continues until termination or withdrawal in accordance with the Bylaws. In the event this Agreement is terminated, Sections 5, 6, and 7 will survive.

7 GENERAL

7.1 WARRANTY

Member represents and warrants that all information it provides to SDLC will in all respects be true, accurate, and complete. The foregoing representation and warranty does not apply to technical information provided by Member to other members in the context of collaboration on SDL and technical discussions related to SDL. Member will promptly notify SDLC of any known errors, inaccuracies, or omissions in any information provided to SDLC.

7.2 GOVERNING LAW

This Agreement will be construed and controlled by the laws of the State of Delaware without reference to its conflict of laws principles.

7.3 JURISDICTION

The parties agree that all disputes arising in any way out of this Agreement will be heard exclusively in, and all parties irrevocably consent to jurisdiction and venue in, the state and federal courts of Delaware.

7.4 NOT PARTNERS

Member and SDLC are independent companies and are not partners or joint venturers with each other.

7.5 ENTIRE AGREEMENT; NO WAIVER

This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements and understandings relating to Member's membership in SDLC. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

7.6 MODIFICATIONS AND AMENDMENTS

Member acknowledges and agrees that SDLC may amend this Agreement without the consent of Member provided that SDLC follows any procedures required by the Bylaws (as may be updated from time to time). Member agrees that any amendments to this Agreement adopted following the procedures required by the Bylaws are binding on Member and that Member will, at all times, comply with this Agreement (as amended). SDLC will notify Member following an amendment of this Agreement or the Governing Documents in accordance with Section 7.10.

7.7 NO RULE OF STRICT CONSTRUCTION; SEVERABILITY

Regardless of which party hereto may have drafted this Agreement, no rule of strict construction will be applied against any party. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties will deem the provision to be modified to the extent necessary to allow it to be enforced to the maximum extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of this Agreement will continue in effect.

7.8 ASSIGNMENT AND TRANSFER OF MEMBERSHIP AND MEMBERSHIP STATUS

Member may not assign or delegate any of its rights or obligations under this Agreement or transfer Member's membership to any other entity without SDLC's prior written consent. Any attempted assignment or transfer in violation of this provision will be null and void. If SDLC agrees to Member's assignment of this Agreement, in order for the assignment and transfer to be effective, the assignee entity must agree to abide by the terms of this Agreement and assume all of Member's obligations under this Agreement. In the event a Member merges with, or is acquired by, a non-member, that non-Member is subject to, and must honor, this Agreement and other terms and conditions of membership.

7.9 FEES

Annual membership fees will be set by the SDLC Board of Directors and invoiced to the Member. Member will pay all membership and other fees set by SDLC on or before the date that the invoice indicates they are due.

7.10 NOTICES

a. **To SDLC**. Notices to SDLC should be delivered to:

   SDLC Coordinator
   332 E. Lincoln Ave., Suite 200
   Royal Oak, MI 48067

b. **To Member**. Notices to Member should be delivered to:

   _____
   _____
   _____

AGREED TO ON THIS [ ] DAY OF [MONTH], 20__ BY:

[MEMBER NAME]

By: _____
Name : _____
Title: _____