

**SCMS MANAGER CORE MEMBERSHIP AGREEMENT**

This Agreement is for membership in the SCMS Manager Consortium ("**Consortium**") established and maintained by SCMS Manager LLC ("**SCMS Manager**"). NOTE: Membership in the Consortium does not constitute membership in SCMS Manager. As used in this Agreement, "you" means the company or entity that is applying for membership.

By clicking on the "ACCEPT" button below, you are agreeing that you will be bound by and are becoming a party to this Agreement. When an individual is s into this Agreement on your behalf, you will be bound by this Agreement when that individual clicks on the "ACCEPT" button. When they do so, it will also constitute a representation by the individual that s/he is authorized to bind you as a party to this Agreement. If you do not agree to all the terms of this Agreement, click the "DO NOT ACCEPT" button at the end of this Agreement.

An invoice will be sent to the Business Contact specified below. Membership rights and privileges will not commence until payment in full of membership fees has been received by SCMS Manager.

Name of Applicant: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

\_\_\_\_\_

Business Contact: \_\_\_\_\_

Phone No: \_\_\_\_\_ E Mail: \_\_\_\_\_

All legal and financial notices from \_\_\_\_ to the member will be sent to this e-mail address unless the member directs otherwise

Technical Contact: \_\_\_\_\_

Phone No: \_\_\_\_\_ E Mail: \_\_\_\_\_

All technical notices from \_\_\_\_ to the member will be sent to this e-mail address unless the member directs otherwise

Please select the appropriate Membership class and dues tier (*see Exhibit A for eligibility details and a list of the benefits of each class of membership*). Please select the appropriate Membership class and dues tier. In calculating the appropriate fee, "Revenues" refers to the total amount of your consolidated revenues as of the end of your last fiscal year for you and your direct and indirect subsidiaries.

	<u>Class</u>	<u>Business Size</u>	<u>Dues*</u>
_____	Core Member	N/A	\$150,000
_____	Associate Member	250+ Employees	\$75,000
		100 – 249 Employees	\$50,000
		1 – 99 Employees	\$25,000
_____	Observer Member	N/A	No fee

\*Applicants joining mid-calendar year pay a pro-rated portion of the annual dues for that year based upon the number of full months remaining in that year.

By signing below, the applicant acknowledges and agrees that, when signed and accepted by SCMS Manager, this Agreement represents a binding contract between SCMS Manager and the applicant and commits the applicant to (i) payment of annual membership dues and fees as determined from time to time by SCMS Manager, and (ii) comply with all Consortium guidelines and policies and agreements that SCMS Manager may from time to time adopt on behalf of the Consortium, each as from time to time amended by SCMS Manager ("**Governing Documents**"). Governing Documents include, without limitation, the (i) SCMS Manager Member Guidelines and Membership Terms, (ii) SCMS Manager Intellectual Property Rights Policy, (iii) Standards Board and Ecosystem Audit Committee Terms, and (iv) any charter of the Standards Board and/or Ecosystem Audit Committee, working group, committee or subcommittee of any of the foregoing (if any). Governing Documents are available on SCMS Manager's public website for the Consortium at the following URL: <https://scmsmanager.org>. Applicant acknowledges that it has reviewed copies of each of the Governing Documents and that it understands the contents of each of those documents. Applicant is aware that each of the Governing Documents is subject to revision from time to time by SCMS Manager. SCMS Manager will post all such changes on its publicly accessible website for the Consortium and will notify members that such changes have been posted and the effective date of such changes, which, in the case of the IPR Policy, shall not be less than sixty days from the date of notice.

NOTE: Membership renews automatically on January 1 unless SCMS Manager receives notice of non-renewal no later than November 30 of the current membership year.

This Agreement is effective as of the date of acceptance by SCMS Manager and is governed by the laws of the Delaware as applied to contracts entered into and wholly performed in Delaware. Any dispute under this Agreement shall be brought in a state or federal court in Delaware.

I ACCEPT: \_\_\_

I DO NOT ACCEPT: \_\_\_

## Exhibit A

### Member Benefits

#### **Core Member**

Core Members are commercial vehicle OEM companies who either have V2X products in production at the time of application or which are planned for production by 2023. Core Members are current in their dues payment and as such have the following privileges:

- Eligibility to nominate a representative from its Applicant to the SCMS Manager Standards Board (“Standards Board”) and to the SCMS Manager Ecosystem Audit Committee (“Audit Committee”). Appointments of nominees to the Standards Board and Audit Committee are subject to the final approval of the SCMS Manager President.

- o The Standards Board is responsible for the creation of working groups & committees for the development of standards, policies and guidance for the V2X ecosystem. It is responsible for recommending working group documents to the SCMS President for publication. It is also responsible for overseeing liaison activities with external standards bodies (such as IEEE and SAE) and test bodies (such as OmniAir).

- o The Audit Committee is responsible for the annual verification that Applicants contracted with SCMS Manager, such as root CAs and Electors, are compliant with their contractual obligations to SCMS Manager and adherence to the Ecosystem standards, policies and guidelines published by SCMS Manager. The Audit Committee will recommend the removal/revocation of non-compliant Applicants from the SCMS Manager-supervised V2X ecosystem

- Eligibility to have their representative appointed by the SCMS President as chairperson of working groups and committees (including the Audit Committee).
- Eligibility for licensed access to certain restricted SCMS Manager’s intellectual property.
- Eligibility for licensed access to the ISS Certificate Management Service (CMS) and Misbehavior Authority Service (MAS) for pre-production use only at no additional charge.
- Access to the member-only portion of SCMS Manager website.

#### **Associate Member**

Associate Members are commercial companies who either have V2X products in production at the time of application or which are planned for production in the next 3 years. Associate Members are current in their dues payment and as such have the following privileges:

- Eligibility to accept assignment as a member by the SCMS President to committees and working groups.
- Eligibility to vote on work output of committees/working groups of which they are a member for recommendation for advancement to the Standards Board.
- Eligibility for licensed access to certain restricted SCMS Manager’s intellectual property.

- Eligibility for licensed access to the ISS Certificate Management Service (CMS) and Misbehavior Authority Service (MAS) for pre-production use only at no additional charge.
- Access to the member-only portion of SCMS Manager website.

### **Observer Member**

Observer Membership is available to Applicants that are (i) national, federal, state or local governmental agencies or who are contracted by US federal governmental agencies to act on their behalf and who do not provide or plan to provide commercial products or services to the V2X ecosystem (with the exception of non-SCMS traffic management services) or (ii) commercial companies that do not provide or plan to provide commercial products or services to the V2X ecosystem (with the exception of non-SCMS traffic management services). Observer Members have the following privileges:

- Eligibility to attend any open meeting of SCMS Manager.
- Observer Members have no voting rights.