

SCMS Manager Consortium Member Terms

The following terms are applicable to all classes of Members of the SCMS Manager Consortium (the "Consortium"):

1. Membership Dues, Fees and Privileges

(a) Members shall promptly pay all dues and fees, including annual membership dues as set by SCMS Manager LLC ("SCMS Manager") for its class of membership and all fees imposed in connection with the Member's elective participation in optional Consortium membership activities.

(b) Annual Membership Dues (USD\$):

- Core Member: \$150,000 annual
- Associate Member dues are based on company revenue*:
 - >\$50M \$75,000 annual
 - \$25M to \$50M \$50,000 annual
 - < \$25M \$25,000 annual
- Observer Member: No fee

*Company Revenue includes annual revenues of the Associate Member and each of its direct and indirect majority-controlled subsidiaries ("Affiliates").

(c) The term for membership is on an annual calendar basis and shall automatically renew unless the membership is terminated as described in these terms. Annual membership dues paid may not be refunded for any reason, including suspension, resignation or termination for any reason, and all outstanding unpaid fees survive termination of this Agreement and become immediately due and payable upon suspension, resignation or termination.

2. Confidentiality

(a) Except as specifically provided to the contrary in such policies and procedures as may from time to time be approved by SCMS Manager or in a specific agreement referencing confidentiality entered into between the parties, all information disclosed by any Member during or in connection with any Consortium activities, whether oral or in electronic mail or the like, shall be deemed to have been disclosed on a non-confidential basis, but without waiver of any rights represented by valid patents, patent applications, and Federal and international statutory copyrights. Member further agrees that none of SCMS Manager, SCMS Manager's Affiliates, and each of SCMS Manager's and its Affiliates' directors, employees, or members shall have any obligation to maintain the confidentiality of any information it or they receives in

connection with Member's participation in the Consortium and its activities. Notwithstanding anything to the contrary herein, if the disclosure of specifically identified confidential information by Member occurs and SCMS Manager and Member have executed a separate non-disclosure or license agreement specifically intended to cover the confidentiality obligations of the same, then the confidentiality terms covering such specifically marked items shall not be governed by this Agreement but shall instead be governed by the terms and conditions of such separate non-disclosure or license agreement, as appropriate.

(b) Member agrees that it may only use information it obtains concerning (i) SCMS Manager, (ii) SCMS Manager's membership, (iii) the Consortium, (iv) the Consortium's membership, or (v) the Consortium's activities, in each case under clauses (i)-(v) while participating in Consortium activities, including any information obtained as a result of its participation in or observance of the Ecosystem Audit Committee, any working group (or any committee or subcommittee of any of the foregoing unless the applicable charter of the Ecosystem Audit Committee, working group, or other committee or subcommittee expressly permits the disclosure of such information) (collectively, "Confidential Information"), and Member shall not disclose such Confidential Information while it remains non-public to any third party, and shall maintain the Confidential Information in such a manner as to prevent unauthorized persons from gaining access thereto. Member agrees not to disclose such Confidential Information to any third party or the public without first obtaining written authorization for its release from the Ecosystem Audit Committee. If the Member is requested or required by legal process to disclose any such Confidential Information, the Member shall promptly notify SCMS Manager of such request or requirement so that it may seek an appropriate protective order or waive compliance with this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Member is compelled to disclose the Confidential Information, the Member may disclose only such information to the party compelling disclosure as is required by law and, in connection with such compelled disclosure, the Member shall use commercially reasonable efforts to obtain from the party to whom disclosure is made written assurance that confidential treatment will be accorded to such portion of the Confidential Information as is disclosed. For the avoidance of doubt, the obligations of a Core Member set forth in this Section shall apply to each of its representatives serving on its behalf, *mutatis mutandis*.

3. Intellectual Property Rights

(a) Member shall respect any intellectual property rights that SCMS Manager or the Consortium (including its Members) owns or may acquire from time to time and shall not take any action that is inconsistent with the ownership or exercise of those rights by SCMS Manager or the Consortium (including rights of its Members acquired in connection therewith). Without limitation, Member shall comply with the terms and requirements of the applicable mark usage guidelines and license terms for any mark that SCMS Manager licenses to Member.

(b) Should Member provide to SCMS Manager or the Consortium, for SCMS Manager's or the Consortium's use or for the use of its Members, any materials that are subject to the laws of

copyright (such as but without limitation, white papers, marketing collateral and the like), Member hereby grants to SCMS Manager a worldwide, non-exclusive, irrevocable, royalty-free, payment-free, copyright license to incorporate such materials and any derivatives, derivative works, and modifications thereto in the creation of any SCMS Manager or Consortium publication; to copyright in SCMS Manager's name any SCMS Manager or Consortium publication even though it may contain portions of such materials; and at SCMS Manager's sole discretion to permit others to reproduce in whole or in part the resulting SCMS Manager or Consortium publication.

4. IPR Rights

(a) No intellectual property subject to granted or applied for patent claims anywhere in the world shall be submitted by SCMS Manager for inclusion in a final standard proposed by a working group of the Consortium unless notice of such fact has been given to all Members, provided that such obligation shall be limited to the actual knowledge (with no duty of inquiry or investigation) of SCMS Manager.

5. Press Releases

(a) SCMS Manager, and the Consortium may each indicate in press releases and other public announcements that a Member is a Member of and participant in the Consortium, provided that any such reference shall be accurate, and such Member shall not be portrayed in a manner that criticizes that Member or places it in a negative light.

(b) Each Member, by becoming a Member, grants to SCMS Manager and the Consortium a limited, non-exclusive license to use its name and any logo provided by Member to SCMS Manager to publicly identify Member as Member of the Consortium. Any reference to a Member or any of its Affiliates or use of a Member's trademarks or logos by SCMS Manager or the Consortium in its advertising or publicity materials will comply with Member's requirements regarding presentation of its trademarks; provided that such Member has previously provided SCMS Manager with current and correct URLs to such requirements, effective least sixty (60) days following receipt by SCMS Manager.

6. Termination

(a) A Member may terminate its membership upon providing thirty (30) days' written notice of such termination to SCMS Manager. SCMS Manager may terminate Member's membership pursuant to the process defined below.

(b) Any Member may be suspended from Membership or have its Membership terminated by the SCMS Manager or Consortium Ecosystem Audit Committee for failure to satisfy its Membership Obligations or for engaging in any conduct, either within or without the Consortium, that is contrary to the interests of the Consortium or to the advancement of the Consortium's business or industry goals. Except as provided in the last paragraph of this

section, no termination or suspension of Membership for any other purpose shall be effective unless:

- a. The Member is given notice of the proposed termination or suspension of Membership and of the reasons therefor;
- b. Such notice is delivered personally or by certified mail, return receipt requested, or by a national or international overnight courier service, sent to the last address of the Member shown on the Consortium's records;
- c. Such notice is given at least thirty days prior to the effective date of the proposed termination or suspension of Membership; and
- d. Except in the case of a termination or suspension of Membership for failure to satisfy a Financial Obligation, such notice sets forth a procedure determined by the Ecosystem Audit Committee to decide whether or not the proposed termination or suspension shall take place, whereby the Member is given the opportunity to be heard by such body, either orally (and represented by counsel if the Member so desires, at its sole cost and expense) or in writing, not less than five days before the effective date of the proposed termination or suspension.

(c) Notwithstanding the foregoing, in the event that the Ecosystem Audit Committee believes in good faith that a Member is engaging in willful misconduct to the material detriment of the best interests of the Consortium and its Members, the committee may suspend such Member's Membership immediately, provided that such Member is otherwise afforded the protections provided for in subsections (a), (b) and (d) of this Section

7. Transfer of Membership

(a) Membership in the Consortium is not transferable or assignable by Member.

8. Limitation of Liability

(a) UNDER NO CIRCUMSTANCES WILL SCMS MANAGER, THE CONSORTIUM OR ANY MEMBER (EACH, A "PARTY") BE LIABLE TO ANY OTHER PARTY UNDER ANY CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INCIDENTAL INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY COMMERCIAL OR ECONOMIC LOSSES, WITHOUT LIMITATION, INCLUDING AS A RESULT OF INFRINGEMENT OR PRODUCT LIABILITY CLAIMS, LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.