

AECC Intellectual Property Rights Policy

Except as otherwise defined below, all capitalized terms shall have the meaning defined for them in the Bylaws or Membership Agreement of the Automotive Edge Computing Consortium, Inc. (the “Corporation”). The following definitions shall apply to this AECC Intellectual Property Rights Policy (“IPR Policy”):

Section 1. Definitions

“Approved Standards Development Organization“ or **“Approved SDO”** means an appropriate standards body or consortium as determined by the Board of Directors to which the Final Deliverables or portions thereof, including but not limited to text, design features, tables or any information extracted or compiled from a Final Deliverable may be contributed or proposed under Section 5 of this IPR Policy.

“Contribution” means a submission in writing (including one in electronic medium) to or for a Work Group proposing (i) an addition to or modification of an existing Final Deliverable or a Draft Deliverable or (ii) a new Draft Deliverable or portion thereof.

“Draft Deliverable” means a document in development or under consideration for adoption as a Final Deliverable that has not been adopted or approved by the Corporation in accordance with Section 2 of this IPR Policy.

“Final Deliverable” means a document that has been adopted and approved for release by the Corporation in accordance with Section 2 of this IPR Policy.

“IPR” means all intellectual property rights with the exception of copyrights.

Section 2. Creation of Final Deliverables

2.1 Draft Deliverable Review. The Work Group from which the Draft Deliverable originates shall send such Draft Deliverable to the Board of Directors for review and comment. The Work Group shall, in a timely manner, edit and revise such Draft Deliverable according to the guidance provided by the Board of Directors and shall send such revised Draft Deliverable to the Board of Directors.

2.2 Final Deliverables. Draft Deliverables become Final Deliverables only upon the approval of the Board of Directors. The Board of Directors, in its sole discretion, may decide whether to proceed with the adoption of any Draft Deliverables as Final Deliverables.

2.3 Disclosure of Information. The Members acknowledge that they will not, prior to the publication of any Final Deliverable containing information of another, disclose or exchange such information other than as part of the Corporation’s activities among themselves, or third parties when such disclosure is necessary to further the goals set out in the purpose of the

Corporation; provided, however, that disclosure of such information to third parties shall additionally be subject to prior approval by the Board of Directors.

Section 3. Scope

3.1 No IPRs. AECC is not intended to develop, control or manage any works containing any type of intellectual property.

3.2 No transfer of ownership. The IPR ownership shall remain retained by the Member who originally owns such IPR.

3.3 No Other License. The Members agree that, except as set forth in Section 4 of this IPR Policy, no license, immunity or any other right is granted under this IPR Policy by any Members or its Affiliate Members to any other Members or their Affiliate Members or to the Corporation, either directly or by implication, estoppel, or otherwise, other than the agreements to grant licenses expressly set forth herein.

More specifically, no license, immunity or any other right regarding patents are granted under this IPR Policy. No license of any patent will be granted and conveyed to a Member by any other Member under this IPR Policy.

Section 4. Copyright License

4.1 To the Corporation. The Members grant to the Corporation a worldwide, irrevocable, nonexclusive, nontransferable, royalty-free, payment-free copyright license to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform the Contributions of the granting Member solely for the purposes of developing, publishing and distributing Final Deliverables and related materials. The Corporation shall own the copyright in the published Final Deliverables, subject to the underlying copyright rights of the contributing Members and other copyright owners. Any publication of a Final Deliverable shall contain an appropriate copyright notice in the name of the Corporation. The Corporation may exercise any and all rights of copyright ownership in the Final Deliverables and will be authorized to license such rights to the parties wishing to implement the Final Deliverables provided that such licensing activities are deemed to be contributing to achieve the purpose of the Corporation.

4.2 From the Corporation. As to copyrighted materials published by the Corporation, including but not limited to Final Deliverables adopted by the Corporation prior to or during a Member's membership in the Corporation, the Corporation grants each Member a worldwide, irrevocable (except for breach), nonexclusive, non-sublicensable, nontransferable copyright license to internally (within the Member company including affiliates or, subject to a restricted use nondisclosure agreement, third party subcontractors of the Member) reproduce, distribute, perform, create derivative works of and display such works solely for the purposes of promoting the Final Deliverables to be widely adopted to achieve the purpose of the Corporation. This

license to the Members expressly excludes the right to create derivative works except under the restrictions set forth in this Section 4.2.

Section 5. Submission to Approved SDO

5.1 Submission to Approved SDO. The Corporation has the option of forwarding any Final Deliverable(s) to an Approved SDO along with the corresponding copyright license rights granted pursuant to Section 4 of this IPR Policy. The Board of Directors can exercise this option for any specific Final Deliverable.

5.2 Ballot Process. Unless otherwise determined by the Board of Directors, a ballot will be circulated by the Board of Directors to each Director of the Board of Directors and will contain: 1) the proposed Final Deliverable 2) a motion regarding submission to an Approved SDO and 3) the Approved SDO's IPR policy. The approval to forward a Final Deliverable to an Approved SDO will require a Super Majority Vote of the Board of Directors.

Section 6. Amendments

This IPR Policy shall only be altered, amended, or repealed, and a new IPR Policy may be adopted, by the Super Majority Vote of the Board of Directors in accordance with section 4.6 of the Corporation's Bylaws.

Section 7. Miscellaneous

7.1 Governing Law. All disputes, claims or controversies arising out of or relating to this IPR Policy, or the negotiation, validity or performance of this IPR Policy and the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its rules of conflict of laws. Except to the extent the Corporation otherwise consents in writing, each of the parties to this IPR Policy hereby consents to submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, USA, or, if that court does not have subject matter jurisdiction, the state and federal courts of the State of Delaware, USA, in connection with any dispute, claim, or controversy arising out of or relating to this IPR Policy or the transactions contemplated hereby.

7.2 No Warranty. ALL DRAFT DELIVERABLES AND FINAL DELIVERABLES OF THE CORPORATION AND ANY INTELLECTUAL PROPERTY OF THE CORPORATION THEREIN AND ANY CONTRIBUTIONS TO FINAL DELIVERABLES MADE BY THE MEMBERS ARE PROVIDED "AS IS," AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

7.3 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE CORPORATION BE LIABLE TO THE MEMBERS, OR ITS

MEMBERS LIABLE TO THE CORPORATION, IN CONNECTION WITH THE CONTRACTUAL NATURE OF THIS IPR POLICY, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S EMPLOYEES AND AGENTS FROM ANY SUCH DAMAGES.

Revised: _____, 2019