

OmniAir Consortium, Inc. Membership Agreement

This Membership Agreement ("Agreement") is entered into as of the Effective Date (as defined in Section 7) by and between OmniAir Consortium, Inc., a 501(c)(6) nonprofit trade association, and the company ("Applicant") identified in the accompanying Application (as defined below).

Background

OmniAir Consortium, Inc. is a nonprofit corporation that has been formed to promote certification and interoperability of intelligent transportation systems and products and services relating thereto. Applicant wishes to become a member of OmniAir Consortium and to participate in OmniAir Consortium activities. Applicant is therefore submitting an application for membership by completing and submitting the application form provided by OmniAir Consortium, Inc. ("Application"). OmniAir Consortium requires that Applicant, as a condition to its admission as a member of OmniAir Consortium, agree to the terms, conditions and provisions of this Agreement. Applicant is willing to do so, as it acknowledges by its submission of the Application to OmniAir Consortium.

Agreement

In consideration of the admission of Applicant to OmniAir Consortium, Inc., Applicant hereby agrees as follows:

- 1. Articles of Incorporation, Bylaws, Guidelines and Policies.** Applicant agrees to comply with the OmniAir Consortium Articles of Incorporation, Bylaws, guidelines and policies as in effect from time to time, including any rules or directives adopted by OmniAir Consortium Board of Directors in connection therewith (the "Governing Documents"). The Governing Documents are available on the OmniAir Consortium's public website, <https://omniair.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 understands that these documents may be revised from time to time and new policies and guidelines may be added. OmniAir Consortium will post all such changes on its publicly accessible Web site and will notify members that such changes have been posted. If Applicant is dissatisfied with any changes, it may protest them. If OmniAir Consortium declines to address or respond to Applicant's objections, Applicant's sole and exclusive remedy is to resign its membership and to forfeit its remaining membership fees for the year.
- 2. Membership Dues and Other Fees and Assessments.** The Applicant agrees to pay when due all dues, fees and assessments that are applicable to it, including the annual membership dues for its membership class and all fees imposed in connection with the Applicant's elective participation in optional membership activities.

3. Confidentiality.

- a. *Applicant's Confidential Information.* Applicant agrees that it will not disclose to OmniAir Consortium or to any OmniAir Consortium member, Applicant's nonpublic information of any kind in connection with its participation in OmniAir Consortium and its activities unless Applicant wishes to make that information public. Applicant agrees that OmniAir Consortium has no obligation to maintain as confidential any such information. The foregoing prohibition does not include confidential technical information relating to Applicant's products that Applicant may disclose to the certification test laboratory during the certification test process. Nor does it include any nonpublic information which becomes subject to a written non-disclosure agreement between Applicant and OmniAir Consortium.

OmniAir Consortium Confidential Information. Applicant shall not disclose to any third party who is not a member any information concerning OmniAir Consortium, its membership, or its activities unless OmniAir Consortium has publicly disclosed that information or the OmniAir Consortium Board of Directors has authorized its disclosure.

4. **Intellectual Property Rights.** Applicant will respect any intellectual property rights that OmniAir Consortium may acquire from time to time and shall not take any action that is inconsistent with OmniAir Consortium ownership of those rights. Without limitation, Applicant shall comply with the terms and requirements of the applicable mark usage manual and license agreement for any mark that OmniAir Consortium licenses to it. In all matters which are governed by the OmniAir Consortium Intellectual Property Rights Policy (such as but without limitation, specifications), Applicant shall comply with that policy. Should Applicant provide to OmniAir Consortium, for its use or for the use of its members, any materials that are subject to the laws of copyright but are not subject to the OmniAir Intellectual Property Rights Policy (such as but without limitation, white papers, marketing collateral and the like), Applicant hereby grants to OmniAir Consortium a worldwide, irrevocable, royalty-free, payment-free, copyright license to incorporate such materials and any modifications thereof in the creation of a OmniAir Consortium publication; to copyright in OmniAir Consortium's name any OmniAir Consortium publication even though it may contain portions of such materials; and at OmniAir Consortium's sole discretion to permit others to reproduce in whole or in part the resulting OmniAir Consortium publication.
5. **Press Releases.** Applicant agrees that OmniAir Consortium or any OmniAir Consortium member may indicate in its press releases and other public announcements that Applicant is a member of and participates in OmniAir Consortium, provided that any such reference shall be accurate and Applicant shall

not be portrayed in a manner that criticizes Applicant or places it in a negative light. Likewise, Applicant agrees that its use of the name of OmniAir Consortium or any of its members shall comply with the foregoing restrictions. OmniAir Consortium shall have a limited, non-exclusive, fully-paid license to use Applicant's name and any logo that Applicant provides to OmniAir Consortium to identify Applicant as a OmniAir Consortium member on OmniAir Consortium's Website, in its press releases, and in its public announcements.

6. **Certification Programs.** Should Applicant elect to participate in any product or service certification program of OmniAir Consortium, it shall comply with all applicable program requirements.
7. **Execution; Effective Date; Term.** This Agreement is executed by Applicant upon Applicant's submission to OmniAir Consortium of the Application. This Agreement is executed by OmniAir Consortium and shall commence upon notification by OmniAir Consortium that it has accepted member's application for membership (the "Effective Date"). This Agreement shall remain in effect until OmniAir Consortium or Applicant terminates Applicant's membership as provided herein. Applicant may terminate this Agreement concurrently with the termination of its membership by providing OmniAir Consortium with written notice of such termination. OmniAir Consortium may terminate this Agreement concurrently with the termination by OmniAir Consortium of Applicant's membership for the reasons and pursuant to the procedure established from time to time in the Governing Documents. All fees paid by Applicant prior to termination are non-refundable.
8. **Transfer of Membership.** Applicant's membership and this Agreement are personal to Applicant and are not transferable without the prior written consent of OmniAir Consortium. A membership may be transferred in accordance with the procedures set forth in the OmniAir Consortium Bylaws and upon approval by the Board of Directors.
9. **Indemnity.** Applicant agrees to defend and indemnify OmniAir Consortium and its officers, directors, employees, agents, and members (each an "Indemnified Party") and hold them harmless from and against any and all damages, judgments, costs (including without limitation reasonable attorneys' fees), claims and liabilities that an Indemnified Party may sustain as a result of (i) the breach by Applicant of the provisions of this Agreement, (ii) Applicant's failure to comply with the Governing Documents, and (iii) any violation of any law, regulation, rule, ordinance, or judicial or administrative order by Applicant while participating in OmniAir Consortium activities.
10. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL A PARTY TO THIS AGREEMENT 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.

11. **Miscellaneous.** This Agreement and the documents referenced herein constitute the entire agreement between the parties. This Agreement may be modified or amended only by a subsequent writing signed by the authorized representative of each party. OmniAir Consortium may modify the Governing Documents at any time pursuant to the terms of section 1 of this Agreement, subject only to any limitations imposed by law. No delay or omission by either party in exercising any right under this Agreement will operate as a waiver of that or any other right. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. In any dispute hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses. All notices shall be deemed given upon personal delivery, upon confirmed delivery if sent by overnight courier or other means that provides tracking and delivery information, or upon confirmation of delivery by e-mail in accordance with established OmniAir Consortium procedures, if sent to the address listed in the membership records of the organization.

This Agreement is governed by and will be construed in accordance with the laws of the District of Columbia as applied to contracts entered into and wholly performed therein by residents thereof, and the state and federal courts of the District of Columbia shall be the exclusive forum. This Agreement is entered into for the benefit of Applicant and OmniAir Consortium and not for the benefit of any third party. Similarly, Applicant agrees that it will not assert rights under any agreement between OmniAir Consortium and any other member unless such agreement provides by its express terms that Applicant is an intended beneficiary of that agreement.

In the event that any of the provisions of this Agreement shall be held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected. In the event that there is a conflict between this Agreement and the Articles of Incorporation and Bylaws of OmniAir Consortium, the Articles of Incorporation and the Bylaws of OmniAir Consortium shall control. In the event that there is a conflict between this Agreement and any policy of OmniAir Consortium (including but not limited to the Intellectual Property Rights Policy), this Agreement shall control.