

GENIVI ALLIANCE
PARTICIPATION AGREEMENT – START-UP ASSOCIATE MEMBER
(REVISED 8 DECEMBER 2016)

PARTICIPATION CLASSIFICATION:

 Start-Up Associate Member

ANNUAL MEMBERSHIP FEES:

YEAR 1: \$1,000.00

YEAR 2: \$2,000.00

YEAR 3: \$5,000.00

This Participation Agreement applies to Start-Up Associate Members. Participation in the Genivi Alliance as a Start-Up Associate Member is available to entities that have been invited by a qualified, sponsoring Charter or Core Member of the Genivi Alliance or GENIVI-approved start-up network (the “**Sponsoring Member**”) and that meet the following eligibility requirements. The Start-Up Associate Member must: (i) employ at least two but not more than ten employees or full-time equivalents; (ii) be a legal entity licensed to do business in its applicable state or country; (iii) engage in a business relationship with its Sponsoring Member, including sharing its business plan and financial statements and projections; and (iv) have or have plans to develop a demonstrable prototype or proof-of-concept that could have application in automotive in-vehicle infotainment (“**IVI**”) and/or connected vehicle contexts. The Sponsoring Member will introduce the Start-Up Associate Member to the GENIVI software context and provide technical direction and guidance in the development or re-engineering of the Start-Up Associate Member’s prototype to meet automotive requirements. Eligible applicants must execute this Participation Agreement and pay the \$1,000 membership fee in full for year one, unless the fee is waived by GENIVI. As long as the Start-up Associate Member continues to meet the eligibility requirements in years two and three, and has continued support from the Sponsoring Member, the annual membership fee for those years will be \$2,000 and \$5,000 respectively. By signing below, the individual executing this Participation Agreement on behalf of applicant warrants that he or she has all requisite signing authority for and on behalf of the entity seeking membership.

By the signature of its authorized representative below, the Start-Up Associate Member, including its Affiliates (as defined in the Bylaws), agrees to be bound by the terms hereof as well as the terms and conditions stated in the Articles of Incorporation and Bylaws (“**Organizational Documents**”) of the Genivi Alliance. The Start-Up Associate Member will receive rights and benefits of membership in the Genivi Alliance as apply to an Associate Member participation classification stated in the Bylaws, except as provided in this Participation Agreement. The Start-Up Associate Member will be eligible to participate in Genivi Alliance Expert Groups, Teams (except the System Architecture Team) and hosted open source projects. The Start-up Associate Member may attend all member meetings and will have two free passes per event. The Start-Up Associate Member will not be eligible to participate in the Genivi compliance programs. Copies of the Genivi Alliance Organizational Documents are available for review at www.genivi.org. The applicant is encouraged to review these materials prior to the execution of this Participation Agreement.

The term of membership as a Start-Up Associate Member is one year, expiring on the 365th day from the date of acceptance of this Participation Agreement. Upon successful completion of the initial one-year term, as exclusively determined by the Sponsoring Member, the Start-Up Associate Member may be eligible for a second one-year term and following the second term, may be eligible for a third one-year term (with the above mentioned fees). If at the end of any term of membership, the Start-up Associate Member no longer meets the aforementioned eligibility requirements, it may apply as an Associate Member, Core Member, or Charter Member of the Genivi Alliance as set forth in the Bylaws. Alternatively, if at the expiration of any term of membership, the Start-Up Associate Member does not qualify for continued membership as a Start-Up Associate Member and does not apply for membership as an Associate Member, Core Member, or Charter Member of the Genivi Alliance, then the Start-Up Associate Member’s membership and benefits in the Genivi Alliance shall terminate immediately.

This Participation Agreement is binding on the Genivi Alliance when accompanied by the membership fee as noted above or paid in full within forty five (45) days from acceptance. The undersigned agrees that once accepted by the Genivi Alliance, all membership fees are nonrefundable for any reason, including termination of membership by the Start-Up Associate Member. Payments may be made by check or wire transfer payable to the order of the "Genivi Alliance." There is no duty to renew or apply for any membership after the expiration of any Start-Up Associate Member's membership term. The Genivi Alliance reserves the right to limit the number of eligible Start-Up Associate Members based on its sole discretion, including the availability of sponsorship support.

All notices required hereunder or under the Organizational Documents shall be in writing and sent to the Start-Up Associate Member's representative designated below at the address set forth below or to such addresses as such Start-Up Associate Member's representative may later specify by written notice to the Executive Director. If the Start-Up Associate Member's representative set forth below does not update his or her contact information then the Start-Up Associate Member waives any right to receive a notice that is sent to the wrong person or address provided such notice is sent to the address on record provided by the Start-Up Associate Member's representative.

NAME OF START-UP ASSOCIATE MEMBER'S REPRESENTATIVE

DESIGNATED TO RECEIVE NOTICES: _____

ADDRESS _____

EMAIL: _____

TELEPHONE NUMBER: _____

Any claim or dispute arising under or relating to this Participation Agreement shall be governed by the internal substantive laws of the State of Oregon, without regard to principles of conflict of laws.

Company Name: _____	Date: _____
Contact Name: _____ (Name/Title)	
Company Address: _____ _____	
Telephone Number: _____	Fax Number: _____ (Please Include Country Code where appropriate)
Email Address: _____	Web Page URL: _____
Signature: _____	Date: _____
Name/Title: _____	_____

Please indicate your Sponsoring Member organizational name and provide the name and email address of the individual from that Sponsoring Member who is committing to sponsor your company as a Start-up Associate Member.

Please briefly describe the services or products sold or provided by your company.

Acceptance:

This Participation Agreement is accepted as of this _____ day of _____, 201_.

Genivi Alliance
An Oregon Mutual Benefit Corporation

By: _____

Name: _____

Its: _____

Mail payment along with this completed form to:

Genivi Alliance
c/o Genivi Alliance Administration
2400 Camino Ramon, Suite 375
San Ramon, CA 94583, USA
help@genivi.org