INDUSTRY MEMBERSHIP AGREEMENT

This Industry Membership Agreement (hereinafter "The Agreement") is entered into by and between, \*\*\*\*\*\*(hereinafter \*\*\*) and Shanghai Jiao Tong University, (hereinafter "SJTU").

WHEREAS The Mobile Energy Center (hereinafter MEC of SJTU will require funding to conduct research projects (hereinafter "The Center Projects"), which \*\*\* will need; and

WHEREAS The MEC funded, in part, by the government funding agencies and is subject to certain requirements of laws and government requirement; and

WHEREAS \*\*\* will receive access to technologies developed at The MEC in exchange for financial support through membership;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. The MEC shall conduct research, perform technology evaluation, provide the academic and industrial community with enhanced education capability in the field of smart connected systems and facilitate information exchange and technology transfer. Topics will vary as the field develops and as suggested by an Industrial Advisory Board composed of representatives of industry members of the MEC (hereinafter "Industrial Advisory Board" or "IAB"). Industry members will fund the Center Projects under this Agreement from annual membership fees as set forth in paragraph 2.
2. Membership may be accomplished by joining the MEC in one of two categories as specified herein. A Full Member agrees to pay an annual fee of \*\*\*\*\*\* RMB. An Associate Member agrees to pay annual fee of \*\*\*\*\*\* RMB. An Associate Member is a medium/small business entity as defined in the Standard for Medium or Small Businesses released by the Ministry of Industry and Information Technology of China. Payment of the membership fee shall be made to the MEC as a lump sum no later than the anniversary of the effective date of the membership. If a Full Member elects to pay its membership fee on a \*\*\* basis receives a reduction rate of \*\*\* RMB per \*\*\* years. Associate Members shall have all rights and obligations of Full Members as provided in this Agreement. The effective date of membership shall be the date the membership fee is received by the MEC or the effective date of this Agreement, whichever is later. Membership fees shall be made payable to SJTU as the recipient, indicating the purpose of MEC Membership Fee. The account information is listed as follows:

Bank: Bank of China (The Branch of Shanghai Jiao Tong University) Account Number: 439059226890

3. Considering the membership fees set forth in paragraph 2, \*\*\* elects to pay its membership fee on a 5-year basis and become the Full Member. The membership effective period is 5 years from the effective date of the membership. Thus, its membership will be renewed no later than 5 years from the effective date of the membership if \*\*\* needs to renew its membership.

4. \*\*\* may terminate this Agreement at any time by giving the SC Center ninety (90) days written notice during the period of its membership. \*\*\* shall not be entitled to refund of unexpended funds if it elects not to continue its membership.

5. \*\*\* shall be granted the following benefits in consideration of its membership fee.

a. Access to publications of the Center Projects at an early stage for timely review of new developments prior to their wide dissemination.

b. Through its representation on the IAB, an opportunity to advise on selection of the Center

Projects proposed by the faculty and to advise on research topics of industrial relevance. c. Invitation to special presentations and workshops hosted by the MEC.

d. The right to use internally all reports, data, and information contained therein resulting from the Center Projects for research and evaluation purposes

e. Options to nonexclusive, nontransferable, royalty-free licenses as set forth in paragraphs 6

7, and 8 to inventions conceived and reduced to practice under the Center Projects during the period of membership as well as to copyrighted software developed under the Center Projects during the period of membership.

6. SJTU and the MEC retain ownership of intellectual property developed under the Center projects. AII patents for inventions conceived or reduced to practice in the course of the research conducted by the MEC shall belong to SJTU and the inventors.

7. The MEC shall inform \*\*\* within thirty (30) days of receipt of an invention disclosure.

\*\*\* shall have an option to a nonexclusive nontransferable royalty free license on any patentable invention conceived and reduced to practice under the Center Projects during the period of its membership. The option shall be for a period of six (6) months from the time the invention is disclosed to \*\*\*. This option period may be extended for a defined period by mutual agreement between the SJU and IAB. In exercising such an option \*\*\* shall pay a pro rata share of patent filing prosecution and maintenance costs associated with protecting the invention in those countries in which patent protection is sought. The term of the license shall be the life of patent protection that is obtained. Under the license \*\*\* shall have the right to make, use, sell, distribute the products, compositions, apparatus, processes, and know- how, and practice the methods and sublicense its subsidiaries to exercise the same rights obtained by \*\*\* with this license. If \*\*\* is the only industry member that exercises its option, it may obtain an exclusive royalty-bearing license at a commercially reasonable rate. Any other disposition of intellectual property of SJTU shall be determined by mutual agreement between SJTU and IAB.

8. \*\*\* shall have an option to a nonexclusive nontransferable royalty free site license to use copyrighted software arising from the Center Projects for each site agreed upon by \*\*\* and the MEC. \*\*\* shall have the right to modify and use copyrighted software arising from Center Projects. \*\*\* shall have the right to negotiate a royalty bearing license to market modified or unmodified software at a commercially reasonable rate.

9. If and when \*\*\* wishes to share proprietary materials or information with the MEC on a confidential basis, \*\*\* will notify the MEC before any confidential disclosures are made so that an agreement may be made with regard to how the material will be used. Nothing in this Membership Agreement shall be construed to imply a license for other industry members to use protected background technology for commercial purposes.

10. The MEC reserves the right for its employees and students to publish and use all data and

results of the research conducted under this Agreement. The MEC agrees to provide draft publications and presentations to \*\*\* which shall have the opportunity to review any public disclosure containing results of the Center Projects conducted hereunder and to request delay of publication to allow for patent considerations. Bosch must inform the MEC in writing of its desire to have a public disclosure delayed within fifteen (15) days of receipt of draft. By mutual agreement public disclosure may be delayed not more than an additional sixty (60) days to secure patent protection for the inventions disclosed therein.

11. This Agreement will be effective upon signature and expired upon the end of the membership effective period. The MEC and SJTU may terminate this Agreement upon ninety (90) days advance written notice to \*\*\*. In the event of such termination, SJTU and the MEC shall refund to \*\*\* an amount which is calculated based on the proportion for rest of membership period under the total membership effective date (5 years), and the refund shall be within one month prior the termination of this Agreement.

12. \*\*\* agrees not to use the name of SJTU or the MEC, its seal or emblem, in any publicity or other release without the prior written consent of SJTU or the MEC. Likewise the MEC agrees not to use the name or any trademark of Bosch without the

prior written consent of \*\*\*, except that this Agreement constitutes such express permission for the MEC to only identify the name of Center Members as appropriate and necessary in funding applications or internal Center reports.

13. Only limited to the circumstance of royalty-free licenses, SJTU and the MEC make no representations or warranties, expressed or implied, as to any matter whatsoever, including, without limitation results of the research or any invention(s) or product(s), whether tangible or intangible, conceived, discovered, or developed under this Agreement; or the ownership, merchantability, or fitness for a particular purpose of the research or any such invention or product. The MEC warrants, however, that software it provides to \*\*\* will be the same as that used in the MEC. The MEC shall not be liable for any direct consequential or other damages suffered by \*\*\* or any others resulting from the use of the research or any such invention or product.

14. Only limited to the circumstance of royalty-free licenses, SJTU and the MEC make no representations or warranties regarding actual or potential infringement of patents or copyrights of third parties and \*\*\* acknowledges that the avoidance of such infringement in the design use manufacture and sale of products and processes related to the Center Projects shall remain the sole responsibility of \*\*\*.

15. No party is authorized or empowered to act as agent for another for any purpose and shall not on behalf of another enter into any contract, warranty, or representation as to any matter. No party shall be bound by the acts or conduct of another.

16. In case any other companies which are in competition with \*\*\* for business ("Competitor) may also join the membership of the MEC, SJTU and the MEC shall ensure the compliance of any applicable laws and especially the Anti-Monopoly (anti-trust) law when organizing or conducting any activities or joint activities involving \*\*\* and the Competitors.

17. The Center Projects in this agreement only refer to the research projects funded by the membership fees.

18. This Agreement states the entire contract between the parties with respect to the subject matter of this Agreement and supersedes any previous or contemporaneous written or oral representations, statements, negotiations or agreements. \*\*\* acknowledges that it has not been induced to enter into this Agreement by any oral or written statements or representations not expressly provided in this Agreement. This Agreement may be modified only by written agreement executed by both parties.

19. This Agreement shall be governed by the laws of PRC. In case of any dispute, both parties shall solve the dispute amicably. In case the dispute cannot be solved within 60 days, either party is entitled to submit the dispute to Shanghai International Arbitration Center for arbitration. The arbitration award shall be final and binding upon the parties.

IN WITNESS WHEREOF, the parties have accepted and executed this Agreement through their duly authorized representatives as of the date entered below.

  **Shanghai Jiao Tong University Company**

By By

Name Name

Title Title