



TagVault.org

MEMBERSHIP AGREEMENT AND CONTACT FORM

Version 10.0

November 14, 2019

This MEMBERSHIP AGREEMENT is entered into between TagVault.org, an unincorporated association operating as a program of the IEEE Industry Standards and Technology Organization, a not for profit corporation of the State of Delaware, and the undersigned entity ("Member"). Member agrees to be a Member of TagVault.org on the terms and conditions stated in this Membership Agreement and any Attachments thereto ("Agreement"), as well as the terms and conditions stated in the Bylaws (as defined below) (the entirety of which is incorporated herein by reference). If and to the extent that any provision of this Membership Agreement limits, qualifies, or conflicts with any provision of the Bylaws, the Bylaws govern.

1. DEFINITIONS

Attachment means an attachment to this Agreement that sets forth specific terms applicable to the Organization.

Board of Directors shall have the meaning set forth in Article 1 of the Bylaws.

Bylaws means TagVault.org bylaws, as in effect and as amended from time to time.

Change of Control means a change in ownership or control of Member effected through any of the following transactions: (a) a merger, consolidation or reorganization approved by Member's equity holders, unless securities representing more than sixty percent (60%) of the total combined voting power of the voting securities of the successor entity are immediately thereafter beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned Member's outstanding voting securities immediately prior to such transaction; (b) any transfer or other disposition of all or substantially all of Member's assets; or (c) the acquisition, directly or indirectly, by any person or related group of persons (other than Member or any Subsidiary of Member or any person currently owning, beneficially or of record, equity securities of Member), of beneficial ownership (within the meaning or Rule 13d-3 of the Securities Exchange Act of 1934, as amended) of securities possessing more than forty percent (40%) of the total combined voting power of Member's outstanding securities.

Contribution means an oral or written disclosure or submission to TagVault.org, or to a Subcommittee, Board of Directors, or Committee, including without limitation of copyrightable material that relates to the Purpose as stated in Section 3.0 of the Bylaws. Notwithstanding the foregoing, the term, Contribution shall not include the software, hardware, or service products of Members that are combined to solve specific business problems.

Derivative Work means work that is based upon a preexisting copyrighted work, such as a revision, modification, translation, abridgement, condensation, expansion, compilation or any other form in which such preexisting work may be recast, transformed or adapted, and which, if prepared without authorization of the owner(s) of the copyright in such preexisting work, would constitute a copyright infringement.

Founder shall have the meaning set forth in Article 1 of the Bylaws.

Members mean all TagVault.org Members pursuant to the Bylaws, including such Members who may become Members after the undersigned Member joins.

Non-profit members are organizations that can demonstrate their non-profit legal IRS (501c6 or 501c3) status and will typically have a focus on research, analysis or education involving SWID tags to the marketplace.

Subsidiary shall have the meaning set forth in Article 1 of the Bylaws.

2. MEMBERSHIP

2.1 Qualifications. Subject to the terms and conditions of this Agreement and the Bylaws, Member agrees to be a Member of TagVault.org in the class designated on the signature page of this Agreement. Member's assignment to a class is subject to meeting the qualifications for membership as set forth in the Bylaws, and approval by the Board of Directors.

2.2 Member Benefits. The Member shall be entitled to the benefits provided by this Agreement and the Bylaws. The Member shall be entitled to participate in TagVault.org membership meetings, to receive materials disseminated to TagVault.org Members, and to the other benefits of such membership as may be determined by the Board of Directors or enacted pursuant to the Bylaws.

3. OBLIGATIONS OF MEMBERS

3.1 Bylaws. The Member has reviewed, hereby approves, and agrees to abide by the Bylaws. Terms used in this Agreement have the same meaning as when the same terms are used in the Bylaws.

3.2 Dues and Other Fees. The Member shall pay dues, fees and other assessments based on their member class, which are established from time to time by the Board of Directors. Dues within a class shall be non-discriminatory. The Board of Directors may establish reasonable additional fees or charges for participation in meetings or for other benefits of membership.

3.3 Expenses. Unless otherwise authorized by the Board of Directors, the Member shall bear its own costs and expenses for its participation in any and all activities conducted pursuant to this Agreement, such as travel, employee compensation, and incidental expenses.

3.4 Antitrust Policy. As more fully provided in Article 4 of the Bylaws, the Member agrees to comply with all applicable antitrust laws pertaining to the Member's participation in TagVault.org. Nothing in this Agreement shall be construed to require or permit conduct that violates any applicable antitrust law. Member consents to the disclosure of its name and any other required information for the purposes of permitting TagVault.org to invoke the protection of the National Cooperative Research and Protection Act of 1993 (15 U.S.C. sec. 4301 et seq.).

3.5 Press Releases. Any Member may make public announcements or press releases concerning its own activities as a Member. No Member may make a press or other public announcement regarding the activities of another Member as a Member or use the name of another Member in a press or other public announcement regarding this Agreement without the consent of the Member. Each Member shall use reasonable efforts to avoid publicly implying that another Member publicly endorses Material unless that other Member affirmatively authorized such statements. However, the

Board may issue press or other public announcements regarding the activities of the Corporation and will be able to identify Members in a reasonable manner.3.6 Membership Level Changes. If a Member moves from a lower membership level to a higher membership level during their membership year, the Member will be invoiced the prorated difference in membership fees between the two membership levels. If a member moves from a higher membership level to a lower membership level, there will be no change in the fees for the current member year, but subsequent membership renewals will be invoiced at the lower rate. In all cases, the member's anniversary and renewal date will remain the same.

4. INTELLECTUAL PROPERTY

4.1 TagVault.org. The Member may publicly disclose that it is a Member of TagVault.org. However, unless otherwise authorized by the Board of Directors, the Member may not identify any product or service as being sanctioned by, sponsored by or associated with TagVault.org. TagVault.org shall have the right to include the Member's name in any lists of Members published by TagVault.org and to announce that the Member has joined TagVault.org.

4.2 Use of Member name and logo. TagVault.org may publicly disclose all Members who have a current membership with TagVault.org. When disclosing the name of members, TagVault.org may use the company name and logo. TagVault.org is not authorized to use the Member's name or logo in any other fashion without first having written consent from the Member organization.

4.3 Copyrights in Contributions. Each member that has provided or proposed a contribution hereby grants to TagVault.org a worldwide, fully paid-up, royalty-free, irrevocable, perpetual, non-exclusive, non-transferable copyright license to use, execute, reproduce, display, distribute and perform such contributions, work products, and derivative works thereof. TagVault.org is also granted the rights to sublicense the foregoing rights to members of TagVault.org, their subsidiaries and to third parties. Contributions owned or developed by member shall remain the property of member and no interest in the ownership of the contributions shall be conveyed to TagVault.org or to any other member. The copyright for all work products generated by TagVault.org working groups will be exclusively held by TagVault.org.

5. TERM AND TERMINATION

5.1 Term. Unless terminated as provided in Section 13.9 of the Bylaws, this Agreement shall remain in full force and effect, renewing annually upon the anniversary upon the Member's initial joining of the organizations, so long as TagVault.org is in operation.

5.2 Effect of Termination. In the event that this Agreement is terminated, Sections 4, 5 shall survive. Additional consequences of termination of this Agreement as to a particular Attachment are set forth in such Attachment.

6. OTHER PROVISIONS

6.1 No Transfer. Unless otherwise permitted pursuant to the terms of this Agreement, Member may not transfer, assign or sublicense any of its rights or obligations under this Agreement without the prior written consent of TagVault.org pursuant to Section 13.8 of the Bylaws. A third party further may not assume any of the rights or obligations under this Agreement incident to a Change of Control of Member, without the written consent of TagVault.org pursuant to Section 13.8 of the Bylaws. Any attempted transfer in violation of this Section is null and void.

6.2 Notice. The Member designates the representative identified below for the purpose of receiving notice under this Agreement. The Member may change the designated representative by written notice to TagVault.org. If the Member

fails to designate a representative, notice may be sent to the Member at its address stated below. Any notification made under this Agreement shall be deemed delivered on the next business day following it being sent by electronic mail, by facsimile, by express mail or by courier, or three (3) days after being sent first-class mail, postage prepaid, addressed to the Member's designated representative at the address provided. Notice of a breach of this Agreement and notice of termination of this Agreement shall be given both by express mail or by first class mail, postage prepaid, and, in addition, by electronic mail or by facsimile.

6.3 No Joint Venture. Nothing contained in this Agreement and no action taken by the Member shall be deemed to render the Member an employee, agent or representative of TagVault.org or any other Member, or shall be deemed to create a partnership, joint venture or syndicate among or between any of the Members or with TagVault.org.

6.4 Compliance with Laws. The obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, pertaining to the Member's participation in TagVault.org.

6.5 Governing Law. This Agreement shall be governed by and construed under, and the legal relations among the parties hereto shall be determined in accordance with, the laws of the State of Delaware, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction. Any proceedings to enforce or to resolve disputes relating to this Agreement must be brought before a court cited in the State of Delaware. In such proceedings, neither party shall claim that a court lacks jurisdiction over such party or the subject matter of the claim. The parties hereto expressly waive any right they may have to a jury trial in any dispute arising out of this Agreement.

6.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect; and a substitute, valid, and enforceable provision most nearly reflecting the original intent shall be developed in place of the invalid provision.

6.7 Amendments. This Agreement and any Attachments thereto may be amended on a nondiscriminatory basis in accordance with Article 11 of the Bylaws. The Member shall be given at least sixty (60) days' prior written notice of the effective date of an amendment, and amendments shall be prospective only. A Member shall be bound by a duly adopted amendment, unless it elects to terminate this Agreement and its membership in TagVault.org.

6.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6.9 Integration. This Agreement, along with its Attachments, supersedes and replaces any and all prior representations, agreements and understandings relating to the Member's membership in TagVault.org, except the Bylaws.

6.10 Authority. The Member represents and warrants that it is authorized to enter into this Agreement. The undersigned person represents and warrants that he/she is authorized to sign this Agreement on behalf of the Member.

7. EFFECTIVE DATE

7.1 Effective Date. This Agreement shall be effective when it is executed by an authorized representative of Member and TagVault.org.

TagVault.org

Membership Agreement Form

Membership Fees

Membership fees are charged annually and may be changed by the Board as required. Please send appropriate membership fees to IEEE-ISTO c/o TagVault.org. Membership rights and privileges will commence upon confirmation from the IEEE-ISTO that the agreement and payment in full have been received. **Membership Level (select one):**

_____ Alliance Board Member - **\$5,000USD annually** (API access and direction, Tag Signing Tool, SWID Repository Access, Educational Materials, Work Group Participation and ability to Chair Work Groups, Votes upon final work product and directs the future of the organization)

_____ Contributor Member - **\$2,500USD annually** (API access and direction, Tag Signing Tool, SWID Repository Access, Educational Materials, Eligible to participate in TagVault.org Work Groups and votes on work product)

_____ Associate Member - **\$1,000USD annually** (API access, Tag Signing tool, SWID Repository Access, Educational Materials, Not eligible for work group participation, no voting rights)

Invoice: An invoice will be issued in the amount of the appropriate membership fee.

Company Name: _____

By (signature): _____

Name (print): _____

Title: _____

Date: _____

TagVault.org
c/o IEEE-ISTO
445 Hoes Lane
Piscataway, NJ 08854 USA

Phone: +1.732.562.6031
Fax: +1.732.981.9473
E-mail: k.valenti@ieee.org

TagVault.org

Contact Form

Company Information

Company/Organization Information:

Company Name: _____

Mailing Address: _____

City, State: _____

Postal Code: _____

Country: _____

URL: _____

Primary Contact (all notices under this agreement shall be sent to primary contact):

Primary Contact Name: _____

Job Title: _____

E-mail: _____

Mailing Address: _____

City, State: _____

Postal Code: _____

Country: _____

Telephone: _____

Fax: _____

I consent to receive emails regarding the management and action of TagVault.org. This includes notifications regarding meetings, newsletters, working groups and progress on TagVault.org initiatives.

Billing Contact Name: _____

Job Title: _____

E-mail: _____

Mailing Address: _____

City, State: _____

Postal Code: _____

Country: _____

Telephone: _____

Fax: _____

Alternate Contact Name: _____

Job Title: _____

E-mail: _____

Mailing Address: _____

City, State: _____

Postal Code: _____

Country: _____

Telephone: _____

Fax: _____