

MEMBERSHIP AGREEMENT OF THE OPEN MUSIC INITIATIVE, INC.

This Membership Agreement (this “**Agreement**”) is made and entered into by and between Open Music Initiative, Inc. (“**OMI**”) and the member identified in the signature block below (“**Member**”). This Agreement shall be effective as of the date of Member’s signature indicated below (the “**Effective Date**”).

RECITALS

A. OMI has been organized as a membership-based nonprofit industry consortium designed to promote and advance the development of open source standards and innovation related to music.

B. Member desires to become a member of OMI upon the terms and subject to the conditions set forth in this Agreement.

SECTION 1 Tax-Exempt Nonprofit Corporation

Member understands and acknowledges that OMI has been organized as a Massachusetts nonprofit corporation exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code and that all amounts paid by or on behalf of Member to OMI will constitute dues, fees, assessments, donations or contributions related to membership in OMI and will not be deemed as an investment or purchase of any ownership interest, including any equity interest, in OMI.

SECTION 2 Member Rights

Subject to the terms and conditions of this Agreement, Member will have, and will be entitled to exercise, rights of a Member, as such rights are specified from time to time in the OMI Rules (as defined below). Member may withdraw from OMI at any time by giving written notice to the Executive Director of OMI. Member shall not be entitled to any refund of dues, fees, assessments, donations or contributions related to membership in OMI.

SECTION 3 Member Obligations

3.1 Articles of Organization, Bylaws and Other Policies

Member and Member’s employees and agents will comply with, and otherwise agree to be bound by, the Articles of Organization, Bylaws (the “**OMI Bylaws**”), and formal policies and procedures of OMI adopted by OMI’s Board of Directors (the “**Board**”) or committees thereof (collectively, the “**OMI Rules**”) in effect as of the Effective Date, and as the same may from time to time be amended by the Board in the

future and distributed to the OMI membership at least thirty (30) days prior to such amendment's effective date.

3.2 Payment of Dues and Expenses

As a member of OMI, Member will pay, in accordance with this Agreement and the OMI Rules, all dues, fees and assessments imposed or levied by OMI. Without limiting the generality of the foregoing, the Board is authorized to determine the amount and timing of any such dues (subject to rights of OMI's membership that may be set in the OMI Rules from time to time). The imposition or levy of any new dues, fees or assessments by OMI shall be on a nondiscriminatory basis with respect to all OMI members. All amounts will be due and payable within thirty (30) days from the date set by OMI for payment unless Member chooses to withdraw within such 30-day period.

3.3 Intellectual Property Rights Policy

In addition to the other OMI Rules, Member is subject to and agrees to be bound by the OMI Intellectual Property Policy ("**OMI IP Policy**") as adopted by the Board. Any OMI IP Policy amendment that is adopted by the Board, in accordance with the Bylaws, will be effective and binding upon Member thirty (30) days after the date of such adoption without further action by either party (unless the adopted amendment specifies a later effective date), provided that Member has not withdrawn its membership in OMI before the expiration of such 30-day period (or longer period as specified in the adopted amendment).

3.4 Conformance with Antitrust Laws

3.4.1 Member acknowledges and agrees that it is the express policy of OMI to require that all of its activities be conducted strictly in accordance with all applicable law including antitrust laws. It is extremely important that all members of OMI be aware of the types of activities prohibited by antitrust laws. If Member has any specific questions relating to antitrust compliance, it acknowledges that it must seek advice from its own legal counsel.

3.4.2 In addition to the other OMI Rules, Member is subject to and agrees to be bound by the OMI Antitrust Guidelines ("**OMI Antitrust Guidelines**") as adopted by the Board. Any OMI Antitrust Guidelines amendment that is adopted by the Board, in accordance with the Bylaws, will be effective and binding upon Member thirty (30) days after the date of such adoption without further action by either party (unless the adopted amendment specifies a later effective date), provided that Member has not withdrawn its membership in OMI before the expiration of such 30-day period (or longer period as specified in the adopted amendment).

3.5 Use of Member's Name and Logo

Member hereby grants OMI permission to use Member's name and logo to identify Member as a member of OMI in connection with press releases, presentations, and other promotional and marketing activities of OMI, subject to Member's established trademark usage guidelines as provided in writing to OMI, where such releases, presentations, promotional and marketing materials have been approved by the Board or its delegee in advance.

3.6 Member Representations

Member represents and warrants to OMI that:

3.6.1 Member has been duly authorized to enter into this Agreement; and

3.6.2 Member has received and reviewed the OMI Rules and understands its duties and obligations associated with membership in OMI.

SECTION 4 Term and Termination of Membership

4.1 Term

This Agreement shall remain in effect until such time as Member's membership in OMI is terminated in accordance with this Section 4.

4.2 Termination by Member

Member may terminate membership in OMI and Member's obligations under this Agreement effective upon written notice to the Executive Director of OMI; *provided, however,* that such termination will not relieve Member of any liabilities or obligations incurred prior to the effective date of termination. Member's membership automatically terminates upon the voluntary or involuntary dissolution of OMI.

4.3 Termination by OMI

OMI may terminate Member's membership in accordance with the OMI Bylaws or if Member fails to adhere to any OMI Rules approved by OMI, breaches any material provision of this Agreement or fails to pay any dues or other amounts payable to OMI within 30 days following the date due, and further fails to remedy such nonperformance, noncompliance or nonpayment within 30 days following receipt of notice from OMI. OMI's right to terminate Member's membership in OMI is in addition to any other rights and remedies that may be available to OMI, whether at law, in equity or otherwise.

4.4 Effect of Termination

Upon any termination of Member's membership in OMI for any reason, this Agreement and all rights granted to Member hereunder (including, but not limited to, the

rights granted under Section 2) will immediately terminate. For the avoidance of doubt, termination of Member's membership shall not affect or otherwise prejudice any rights that may have been granted in relation to intellectual property pursuant to the OMI IP Policy.

SECTION 5 Indemnification

The parties agree to indemnify, defend and hold each other and their respective employees, agents, subsidiaries, and affiliates, harmless against any and all third-party claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals) arising from or in any way related to such party's breach of this Agreement.

SECTION 6 Miscellaneous

6.1 Notices

Any notices required or permitted to be given or made under this Agreement will be in writing. Such notices will be deemed to be duly given on receipt, irrespective of whether communicated in person, by telephonic facsimile, electronic mail, postal mail, private carrier or other method in which the writing is read by the recipient. Either Member or OMI may from time to time change its address for notification purposes by giving the other party written notice of the new address and the date upon which it will become effective.

6.2 Assignment

Neither party may assign this Agreement without the consent of the other party, which consent may not be unreasonably withheld, except that either party may assign this Agreement in connection with any merger, reorganization or change of control, or the sale of all or substantially all of its assets.

6.3 No Agency

This Agreement is not intended to nor does it create or establish any partnership, joint venture, agency or other joint business relationship among the Members or any of their affiliates. Except as expressly provided herein, no party to this Agreement is the legal representative of the other and will not have any authority to obligate the other (or any affiliate) for any purpose whatsoever.

6.4 Governing Law

This Agreement will be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, except for the choice of law provisions thereof to the extent that they would make another law applicable to this Agreement.

6.5 Entire Agreement

This Agreement sets forth the entire agreement, and supersedes all prior agreements, between the parties with respect to the subject matter hereof. OMI will be entitled to modify, amend, repeal and adopt new OMI Rules without the consent of or notice to Member, except as required by the OMI Rules and this Agreement. Any attempted or purported amendment, modification or waiver that does not comply with this requirement will be null and void.

6.6 No Warranties

OMI and Member each acknowledges that all information provided while working within OMI, except as provided for in the OMI IP Policy, is provided "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND OMI AND MEMBER EACH EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, PROTOCOL OR SAMPLE.

This space intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date indicated below as being accepted on behalf of OMI.

MEMBER:

Member Entity Name (if applicable): _____

By: _____

Title (if applicable): _____

Print Name: _____

Date: _____

OMI:

By: _____

Title: _____

Print Name: _____