



DEEPTRUST ALLIANCE

MEMBERSHIP APPLICATION AND AGREEMENT

This DeepTrust Alliance Membership Application and Agreement (“**Agreement**”) when signed by the Member and accepted by DeepTrust Alliance, a Delaware incorporated non-stock, non-profit corporation (“**DeepTrust Alliance**”), constitutes a binding contract between DeepTrust Alliance and the undersigned (“**Member**”). Membership rights, privileges and obligations commence when this Agreement is accepted by DeepTrust Alliance (the “**Effective Date**”), at which time the Member is considered a “Member” of DeepTrust Alliance, and continue for so long as Member remains a Member of DeepTrust Alliance.

1. Acceptance by DeepTrust Alliance. DeepTrust Alliance may require that Member provide additional information and/or documentation, as DeepTrust Alliance reasonably deems appropriate to process Member’s application for membership. DeepTrust Alliance may, in compliance with applicable law, reject any application for membership that DeepTrust Alliance in its sole discretion deems to be not in the best interests of DeepTrust Alliance.

2. Membership Participation & Control Group. Member agrees that Member’s and its Control Group’s participation in DeepTrust Alliance, including participation in DeepTrust Alliance events, programs, activities, projects and working groups, is subject to and governed by this Agreement. Member’s participation in DeepTrust Alliance shall take place through one or more representatives, as Member has identified in Exhibit B of this Agreement, of which representative(s) shall be current employee(s) or independent contractor(s) of Member with authority to make commitments and engage in DeepTrust Alliance-related activities on behalf of Member.

Members are accepted to membership within the membership tier designated in Exhibit A of this Agreement. Member’s assignment to such class is subject to change by agreement with DeepTrust Alliance and, on an ongoing basis, meeting the criteria for membership of the class.

For purposes of this Agreement, “**Control Group**” means all corporations or other entities that are Controlled by Member, that Control Member, or that are Controlled by the corporation or other entity Controlling Member; and “**Control**,” “**Controlled**,” and “**Controlling**” shall mean:

- I. the ownership of more than 50% of the total voting securities of another entity, or
- II. in the case of unincorporated entities, the ownership of more than 50% of the ownership interest representing the right to make decisions for such unincorporated entity.

3. Antitrust Policy. It is the express policy of DeepTrust Alliance to require that all of its activities be conducted strictly in accordance with all applicable law, including antitrust laws. Member agrees to comply with all applicable antitrust laws pertaining to Member's participation in DeepTrust Alliance. Nothing in this Agreement, the DeepTrust Alliance Bylaws, any DeepTrust Alliance Policy, or otherwise shall be construed to require or permit conduct that violates any applicable antitrust law. Since DeepTrust Alliance members might be competitors, Member is expressly encouraged to confer with its antitrust counsel to ensure compliance with antitrust laws.

4. Use of DeepTrust Alliance Marks. Subject to Member complying with the terms and conditions of this Agreement, DeepTrust Alliance grants to Member, during the term of Member's membership in DeepTrust Alliance, a limited, royalty-free, non-exclusive, non-transferable, revocable, license to use the DeepTrust Alliance Mark "DeepTrust Alliance" and the DeepTrust Alliance logo for the limited purpose of identifying itself as a DeepTrust Alliance Member, and where applicable, as a participant in DeepTrust Alliance activities. Such license is limited to use of such DeepTrust Alliance Marks solely in connection with the activities authorized under this Agreement. Such license shall terminate upon termination of Member's membership in DeepTrust Alliance or earlier at such time as DeepTrust Alliance requires.

5. Responsibilities of Member. Member agrees to and for the benefit of DeepTrust Alliance as follows:

5.1 DeepTrust Alliance Bylaws and DeepTrust Alliance Policies. Member acknowledges and agrees that its rights and obligations as a DeepTrust Alliance Member are governed by the DeepTrust Alliance Bylaws and the DeepTrust Alliance Policies (both available on the DeepTrust Alliance website at <http://www.deeptrustalliance.org>), and as any of the foregoing may thereafter be modified, changed, supplemented or amended from time-to-time by the DeepTrust Alliance Board of Directors. Member further agrees that the DeepTrust Alliance Policies are incorporated into this Agreement by reference, and that it will be bound by and comply with such DeepTrust Alliance Policies. Member acknowledges that some of its obligations under the DeepTrust Alliance Bylaws and DeepTrust Alliance Policies may survive the termination of this Agreement and its membership in DeepTrust Alliance.

5.2 Membership Fees. Member agrees to pay, when due, the fees and other assessments charged for membership in DeepTrust Alliance, as established from time to time by the DeepTrust Alliance Board of Directors ("**Membership Fees**") and included in Exhibit A of this Agreement. All Membership Fees paid to DeepTrust Alliance are nonrefundable for any reason, including termination of membership by the Member. Membership Fees shall be paid by Member no later than thirty (30) days after receipt of invoice from DeepTrust Alliance.

5.3 Expenses. Member shall bear its own costs and expenses for its participation in DeepTrust Alliance, including but not limited to travel, employee compensation, and incidental expenses.

5.4 Notification of Non-Compliance. Member agrees to promptly notify DeepTrust Alliance of any action or event which will cause, or has caused, Member to cease to be in compliance with this Agreement, the DeepTrust Alliance Bylaws, or any DeepTrust Alliance Policy.

6. Representations & Warranties of Member. Member hereby represents and warrants to DeepTrust Alliance as follows:

6.1 Authority; Binding Obligation. Member has the requisite power and authority to execute and deliver this Agreement and to perform its obligations as a Member of DeepTrust Alliance. Subject to acceptance and execution of this Agreement by DeepTrust Alliance, this Agreement constitutes a valid and binding obligation of Member in accordance with its terms.

7. No Warranty & Limitation of Liability

7.1 No Warranty by DeepTrust Alliance. Except as expressly provided in this agreement, all services, data, information and products, and all rights therein, provided or made available to Member or its Affiliates by DeepTrust Alliance or by any other member on behalf of DeepTrust Alliance or in relation to membership activity, are provided or made available 'as is' and, to the maximum extent permitted by law, without any warranty or condition of any kind, including, without limitation, any express or implied warranty or condition of any kind, including, without limitation, any express or implied warranty of title, merchantability, accuracy or completeness, or fitness for particular purpose.

7.2 Limitation of Liability. In no event shall DeepTrust Alliance, any Director or Office of DeepTrust Alliance, or the DeepTrust Alliance Secretariat (collectively the "DeepTrust Alliance Parties") be liable to Member or its affiliates for any indirect, special, punitive, exemplary or consequential damages of any kind arising out of or related to this Agreement, any DeepTrust Alliance service, project, event, product technology, specification, or program, or Member's membership in DeepTrust Alliance, including, without limitation, lost profits, even if any such DeepTrust Alliance party has been advised of the possibility of such damages. The maximum aggregate liability of the DeepTrust Alliance parties and the exclusive remedy available to Member in connect with this Agreement for any and all damages, injury, and losses arising from any and all claims and/or causes of action arising out of or in connection with DeepTrust Alliance membership, services, projects, events, products, technologies, specifications or programs, or this Agreement, shall be to recover the actual damages



Member incurred up to, but not exceeding, an amount equal to the annual membership fee paid by Member to DeepTrust Alliance under this Agreement for the most recent yearly term. The existence of multiple claims or suits under or related to this Agreement will not enlarge or extend the limitation of money damages.

8. Term & Termination

8.1 Term. Unless otherwise terminated as provided herein, the term of Member's membership in DeepTrust Alliance shall continue from and after the Effective Date for a term of one (1) year ("**Initial Term**"), renewable annually thereafter for additional successive one (1) year terms ("**Renewal Terms**").

8.2 Renewals. Following expiration of the Initial Term and each Renewal Term, membership may be extended for a subsequent annual Renewal Term (starting on the anniversary of the Effective Date) through payment of the then-current applicable Membership Fees in accordance with the terms of this Agreement.

For each Renewal Term, DeepTrust Alliance will invoice Member for the then-current Membership Fees at least sixty (60) days prior to each yearly anniversary of its Effective Date. Member's payment of each such Membership Fees shall constitute a renewal of its membership.

8.3 Termination by Member. Member may withdraw from membership in DeepTrust Alliance by terminating its Membership Agreement at any time upon the giving of thirty (30) days prior notice of withdrawal to DeepTrust Alliance.

8.4 Termination by DeepTrust Alliance. DeepTrust Alliance may terminate Member's membership in DeepTrust Alliance and all rights associated therewith on notice, if Member fails to pay its annual Membership Fees, or breaches any of its material obligations under this Agreement, the DeepTrust Alliance Bylaws, or the DeepTrust Alliance Policies, provided DeepTrust Alliance shall first give Member notice and thirty (30) days' opportunity to cure the breach.

8.5 Events on Termination. Following expiration or termination of its membership, Member shall remain subject to its agreement to provide the licenses and rights set forth in the DeepTrust Alliance Intellectual Property Rights Policy with respect to events prior to expiration or termination of its membership. All other interests, privileges, licenses, or other rights of Member in or with respect to membership shall cease upon expiration or termination of membership, all rights of such Member to use the DeepTrust Alliance Marks shall cease and revert automatically to DeepTrust Alliance, and Member shall immediately discontinue all use of the DeepTrust Alliance Marks. DeepTrust Alliance shall have no obligation to return or destroy any data or information received from or about Member.

9. General Terms

9.1 No Assignment or Transfer. Member may not transfer, assign or sublicense its Membership Agreement or any of its rights or obligations as a Member without the prior written consent of DeepTrust Alliance, which DeepTrust Alliance may grant or deny in its sole discretion. Any transfer or sale of all or substantially all of the business or assets of Member, or a merger, consolidation, or other transaction that results in a change in control of such Member, shall be deemed a transfer and assignment for purposes of this Section. Any attempted transfer in violation of this Section is null and void.

9.2 Notices. All notices to Member that DeepTrust Alliance is required or permitted to make under this Agreement, the DeepTrust Alliance Bylaws, or any DeepTrust Alliance Policy may be sent by electronic mail to Member's representative designated in the "Contact Information" section of this Membership Agreement at the email address set forth therein or to such email addresses as such Member's representative may later specify by notice to DeepTrust Alliance (or other address change processes established by DeepTrust Alliance from time to time). Notices shall be deemed delivered on the next day following the day they are sent by electronic mail addressed to Member's designated representative at the email address provided. DeepTrust Alliance may make required distributions of information to a Member by sending to the Member a notice of the URL where that information is located.

Member may change its designated representative by notice to DeepTrust Alliance. Member is responsible for updating the contact information of its representatives, and DeepTrust Alliance shall be considered to have provided proper notice by relying on the contact information that it has on file.

All notices to DeepTrust Alliance that Member is required or permitted to make to DeepTrust Alliance under this Agreement, the DeepTrust Alliance Bylaws, or any of the DeepTrust Alliance Policies shall be sent by email to info@deeptrustalliance.org.

9.3 No Joint Venture. Nothing contained in this Agreement, the DeepTrust Alliance Bylaws, or any DeepTrust Alliance Policy, and no action taken by Member, shall be deemed to render Member or any of its affiliates an employee, agent or representative of DeepTrust Alliance or of any other Member, or shall be deemed to create a partnership, joint venture or syndicate among or between Member or any of its affiliates and DeepTrust Alliance or any other DeepTrust Alliance member.

9.4 Governing Law. This Agreement and Member's rights and obligations as a Member shall be governed by and construed under, and the legal relations among and between the Member and DeepTrust Alliance shall be determined in accordance with, the laws of the United States and the State of Delaware, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction.

9.5 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.

9.6 Amendments. This Agreement, the DeepTrust Alliance Bylaws, and the DeepTrust Alliance Policies may each be amended by the DeepTrust Alliance Board of Directors from time to time, and Member agrees to abide by the terms thereof as amended, provided, however, that (a) any such amendment to this Agreement, the DeepTrust Alliance Bylaws, or the DeepTrust Alliance Policies that would materially and potentially adversely affect Member's rights and obligations shall not bind Member until thirty (30) days' from the date that notice of such action is given to Member. Amendments shall have prospective effect only. Member shall be bound by such a duly adopted amendment unless it elects to terminate its Membership and its participation in DeepTrust Alliance prior to the effective date of any such amendment.

9.7 Entire Agreement. This Agreement, including all of the DeepTrust Alliance Policies which are incorporated herein, constitutes the entire agreement between Member and the DeepTrust Alliance concerning this subject matter. This Agreement supersedes, and its terms govern, all prior or contemporaneous understandings, term sheets, memoranda of understanding, agreements, representations, summaries, proposals, or other communications between the parties, oral or written, regarding such subject matter. For avoidance of doubt, however, this Agreement will neither merge nor supersede any Contributor Agreement signed by Member, and any such Contributor Agreement will neither merge nor supersede this Agreement.



ACCEPTANCE OF MEMBERSHIP APPLICATION AND AGREEMENT

This Membership Agreement is entered into by the Member and DeepTrust Alliance acting by their duly authorized representatives as follows:

ORGANIZATION:

Name:

Title:

Signature:

Date:

DEEPTRUST ALLIANCE

Name: Kathryn Harrison

Title: Chief Executive Officer & Executive Director

Signature:

Date:

EXHIBIT A

MEMBERSHIP TIERS & FEES

Select your membership class and organization type:

- | | |
|---|----------|
| <input type="checkbox"/> Governing Member | \$50,000 |
| <input type="checkbox"/> Corporate Member >500 | \$25,000 |
| <input type="checkbox"/> Corporate Member 100-500 | \$15,000 |
| <input type="checkbox"/> Corporate Member <100 | \$10,000 |
| <input type="checkbox"/> Civil Society Member | \$2,500 |
- (Government agencies, nonprofits and academic institutions)

METHOD OF PAYMENT

- Check attached
- Wire transfer
- PayPal
- Please invoice – PO# _____

EXHIBIT B

MEMBER CONTACT INFORMATION

Primary Representative

Name:

Title:

Email:

Primary Phone:

Alternate Representative

Name:

Title:

Email:

Primary Phone:

Billing Contact

Name:

Title:

Email:

Primary Phone: