

Uptane

Uptane Alliance MEMBERSHIP AGREEMENT

This MEMBERSHIP AGREEMENT is entered into between the Uptane Alliance and an unincorporated association operating as a program of the IEEE Industry Standards and Technology Organization (“IEEE-ISTO”), a not for profit corporation of the State of Delaware, and the undersigned entity (“Member”). Member agrees to be a Member of the Uptane Alliance 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 Uptane Alliance Bylaws govern.

1. DEFINITIONS

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

Board of Directors or **Board** shall have the meaning set forth in the Bylaws.

Bylaws means the Uptane Alliance, as in effect and as amended from time to time.

Change of Control shall have the meaning set forth in the Uptane Alliance Bylaws.

Founder shall have the meaning set forth in the Uptane Alliance Bylaws.

Other membership levels shall have the meaning set forth in the Uptane Alliance Bylaws.

Intellectual Property Rights means all patents, trademarks, design rights (registered and unregistered), copyrights, database rights, trade secrets and all rights of an equivalent nature anywhere in the world.

Members mean all members of the Organization pursuant to the Uptane Alliance Bylaws, including such Members who may become Members after the undersigned Member joins.

Organization means the Uptane Alliance.

Subsidiary shall have the meaning set forth in the Uptane Alliance Bylaws.

Trademarks means Members' corporate logos, name, and word marks.

2. MEMBERSHIP

2.1 Qualifications. Subject to the terms and conditions of this Agreement and the Uptane Alliance Bylaws, Member agrees to be a Member of the Organization in the class designated on the Membership Application Form of this Agreement. Member's assignment to a class is subject to meeting the qualifications for membership as set forth in the Uptane Alliance Bylaws, and approval by the Board of Directors.

2.3 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 Member meetings, to receive materials disseminated to the Members, and to the other benefits of such membership as may be determined by the Board of Directors or enacted pursuant to the Uptane Alliance Bylaws.

3. OBLIGATIONS OF MEMBERS

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

3.2 Dues and Other Fees. The Member shall pay dues, fees and other assessments based on their membership 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 the Uptane Alliance Bylaws, the Member agrees to comply with all applicable antitrust laws pertaining to the Member's participation in the Organization. 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 the Organization 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 Organization and will be able to identify Members in a reasonable manner.

4. INTELLECTUAL PROPERTY

4.1 Ownership. Each Member acknowledges that it will not acquire any Intellectual Property Rights under this Agreement in any other Member's materials, and all rights therein are strictly reserved. To the extent that any Intellectual Property of the Organization contains any contributions of a Member, such Member shall retain all Intellectual Property Rights to those contributions. Any goodwill arising in the course of this Agreement regarding a Member's Trademarks will inure solely for the benefit of that Member.

4.2 Member Trademark Nonassert. In the event that the Organization proposes to adopt any name or logo as a trademark or trade name, the Organization shall notify the Member ("Receiving Member" for this paragraph) in writing of the proposal. The Receiving Member will have fifteen (15) days' notice to review the trademark or trade name proposal ("Review Period"). The Receiving Member agrees that unless the Receiving Member provides written notice to the Chairperson of the Receiving Member's objection to the proposed trademark or trade name within the Review Period, then the Receiving Member and its Subsidiaries shall not assert against the Organization or any Member any trademark or trade name rights the Receiving Member or its Subsidiaries may have or thereafter possess in the proposed trademark or trade name.

4.3 Use of Organization name and logo. The Member may publicly disclose that it is a Member of the Organization. However, except as is authorized in the bylaws or 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 the Organization. The Organization shall have the right to include the Member's name in any lists of Members published by the Organization and to announce that the Member has joined the Organization.

4.4 Use of Member name and logo. The Organization may publicly disclose all current Members. When disclosing the name of Members, the Organization may use the Member company name and logo. The Organization is not authorized to use the Member's name or logo in any other fashion without first having written consent from the Member.

5. TERM AND TERMINATION

5.1 Term. Unless terminated as provided in the Bylaws, this Agreement shall remain in full force and effect, renewing annually upon the anniversary of the Member's initial joining of the Organization, so long as the Organization is in operation. Notwithstanding the foregoing, Member may terminate this Agreement with thirty days' written notice to the Organization.

5.2 Effect of Termination. In the event that this Agreement is terminated, Sections 1, 4, 5 and 6 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 the Organization pursuant to 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 the Organization pursuant to the Bylaws. Any attempted transfer in violation of this Section is null and void.

6.2 Notice. The Member designates the representative identified in the attached application form for the purpose of receiving notice under this Agreement. The Member may change the designated representative by written notice to the Organization. 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, courier 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 the

Organization 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 the Organization.

6.4 Compliance with Laws. The obligations of the parties hereto shall be subject to all laws, present and future, of the State of Delaware, pertaining to the Member's participation in the Organization.

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 sited 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 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 the Organization.

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 the Organization, 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 the Organization.

UPTANE ALLIANCE Membership Application Form

Please complete and submit an original signed copy of this Membership Agreement.

Uptane Alliance

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

Phone: +1.732.562.6525
Fax: +1 732 981 9473
Email: k.valenti@ieee.org

NOTE: IEEE and IEEE-ISTO are two different legal entities residing at the same address. Please ensure your membership documents are sent to IEEE-ISTO, not IEEE.

Membership rights/ privileges commence upon mutual Agreement execution.

Membership Level (select one):

_____ **Board Membership** (USD \$0.00)

_____ **Contributor Membership** (USD \$0.00)

Member 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: _____

Title: _____

E-mail: _____

Mailing Address: _____

City, State: _____

Postal Code: _____

Country: _____

Telephone: _____

Fax: _____

Member Signature:

Uptane Alliance Signature:

By (Name): _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Telephone: _____

Telephone: _____

E-mail: _____

E-mail: _____

Membership Agreement Revision History

| Date | Version | Revision | Author |
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