Bytecode Alliance Foundation
MEMBERSHIP AGREEMENT

On completion in full, please sign and send a copy of this agreement in PDF form by email to the Bytecode Alliance Foundation ("Bytecode Alliance") at membership@bytecodealliance.org, and a countersigned copy of this agreement will be returned to you by email for your records.

Organization/Applicant

Company Name: _____

Address: _____

_____

_____

Organization Representative

Name: _____

Title: _____

Phone No: _____

E-Mail*: _____

* **Important:** all voting, legal and financial notices from the Bytecode Alliance to the member will be sent to this e-mail address unless the member directs otherwise.

Accounts Payable Contact

(May leave blank for non-fee Membership)

Name: _____

Title: _____

Phone No: _____

Fax No. (optional): _____

E-Mail: _____

Billing Address: _____

_____

_____

Please indicate all acceptable method(s) for receiving invoices:

___ PDF via email (to email address: _____)

___ Hard copy

___ Fedex (to mailing address: _____)

___ Other: _____

Technical Contact

Name: _____
Title: _____
Phone No: _____
Fax No. (optional):   _____
E-Mail*:   _____

* Important: all technical notices from Bytecode Alliance to the member will be sent to this e- mail address unless the member directs otherwise.

Marketing Contact

Name: _____
Title: _____
Phone No: _____
Fax No. (optional):   _____
E-Mail*:   _____

* Important: all marketing notices from Bytecode Alliance to the member will be sent to this e-mail address unless the member directs otherwise.

Legal Contact

Name: _____
Title: _____
Phone No: _____
Fax No. (optional):   _____
E-Mail*:   _____

* Important: all legal notices from Bytecode Alliance to the member will be sent to this e- mail address unless the member directs otherwise.

Membership Dues

In calculating the appropriate fee for Voting Membership, please refer to your "consolidated employee headcount" for the preceding fiscal year. Consolidated employee headcount means the combined headcount for your company and all direct and indirect subsidiaries, as defined in the Bytecode Alliance Bylaws.

Voting Membership Dues Scale

	Size	*Annual Voting Membership Fee*
___	5,000 and above	$40,000
___	Between 2,000 and 4,999	$20,000
___	Between 500 and 1,999	$10,000
___	Between 100 and 499	$5,000
___	Up to 99	$2,500

The Board of Directors may waive Voting Membership fees for certain nonprofit or academic institutions that make a significant contribution to the work of the Bytecode Alliance. Any such waiver will be at the discretion of the Board of Directors and will be reflected in a schedule to this Agreement executed by the Bytecode Alliance.

– OR –

___ Non-Voting membership, reserved for qualifying governmental agencies, academic entities, or non-profit entities, and with no annual membership fee. [Requires Board of Directors approval.]

Membership Term

Initial Term

Applicant commits to __ year(s) of membership in the Foundation. The initial term will start the date of the last signature below (the "Execution Date") and continue for 12 months from the signature date.

All membership privileges will commence upon the Execution Date. Except as provided above or otherwise agreed, all Voting Membership fees will be due within thirty days of receipt of an invoice and subject to the Bytecode Alliance's Good Standing Policy as found in the Bylaws. If Applicant commits to multiple years of Voting Membership upon joining, fees for each year of its commitment shall be due upon joining.

Where membership fees apply, Membership Agreements signed before the 15th of the month will be invoiced as if active on the first of the month of signature. Agreements signed on or after the 15th of the month will be invoiced as if active on the first of the following month.

Renewal Terms

The first renewal membership period and any fees associated with membership will be prorated for the remainder of that calendar year in which the initial term ends (a "Stub Period"). Starting at the second renewal of membership, membership will renew for successive 12-month terms ("Renewal Term") on a calendar year basis.

Notice of any increase in membership dues for the Stub Period or Renewal Term will be given in writing (including emails or letter with acknowledgement of receipt) on or before November 15 in the current calendar year. In the event of a fee increase, members that have pre-paid for multiple years of membership may either (1) pay the difference between the pre-paid fees and the increased fees applicable to any Stub Period or Renewal Term and continue their membership for the full period, or (2) elect to have their membership term adjusted pro-rata to the portion of the remaining period covered by the pre-paid fees.

Membership will renew automatically unless the Member delivers written notice of non-renewal to the Bytecode Alliance:
1. on or before the first day of the last month of its Initial Membership Term, or
2. by December 1 of any calendar membership year.

No Refund of Membership Fees

Membership fees shall not be refunded under any circumstances, including without limitation upon a Applicant's resignation as a member.

Use of Member Trademarks

The Foundation shall display Applicant's name and logo on the membership page of the Foundation's website and on other promotional materials, solely to indicate Applicant's membership in the Foundation. In each case, Applicant's marks will be displayed in a consistent manner to other members of the same class. Any use of Applicant's marks other than those authorized above shall be subject to Applicant's prior written approval. Each use of Applicant's logo shall be subject to the Applicant's then-current trademark usage guidelines.

Applicant Acknowledgement

By signing below, the applicant acknowledges and agrees that, when signed and accepted by the Bytecode Alliance, this application represents a binding contract between the parties and commits the applicant to (i) payment of annual Membership dues and fees as determined from time to time by the Board of Directors, and (ii) comply with all the terms and conditions of Bytecode Alliance's Certificate of Incorporation and By-laws (the applicant hereby acknowledging its access to these documents) and such rules and policies as the Board of Directors and/or committees may from time to time adopt.

The Bytecode Alliance may elect to avail itself of certain protections offered by the National Cooperative Research and Production Act of 1993, as amended, which requires disclosure of the

names of all members of Bytecode Alliance. Accordingly, the undersigned hereby appoints such person who shall be the Chairperson or acting Chairperson of the Bytecode Alliance as the undersigned's true and lawful attorney-in-fact and authorizes him or her to (1) notify government agencies of the undersigned's membership in Bytecode Alliance, (2) make, approve the form of, execute and deliver filings with government agencies on behalf of Bytecode Alliance and on behalf of the undersigned as a member of Bytecode Alliance indicating such membership, (3) receive notifications, including without limitation, notifications pursuant to the National Cooperative Research and Production Act on behalf of Bytecode Alliance and on behalf of the undersigned as a member of Bytecode Alliance, and (4) authorize and direct other officers of, and/or counsel to Bytecode Alliance, to do any of the foregoing acts. Bytecode Alliance will forward to the undersigned any notifications that it receives which are other than normal confirmations of filings and other administrative notices relating to all members.

Applicant Authorization: Accepted:

_____   Bytecode Alliance
(Organization Name – Print)

_____   _____
Signature   Signature

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____