

**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](mailto:membership@bytecodealliance.org), and a countersigned copy of this agreement and an invoice will be returned to you by email for your records and payment.

**Company/Applicant**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Company 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**

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**

### Membership Type

Please check your desired membership class below. In calculating the appropriate fee for Corporate Membership 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 Subsidiaries and Related Companies, as each term is defined in the Bytecode Alliance Bylaws.

\_\_\_\_\_ Corporate Membership (see Corporate Membership Dues Scale)

\_\_\_\_\_ Associate Membership (no dues)

Associate Membership is available only to governmental agencies, academic entities, and nonprofit entities and is at the discretion of the Board of Directors.

### Corporate Membership Dues Scale

<i>Class</i>	<i>Annual Membership Fee</i>
_____ 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 Corporate Membership for certain nonprofit or academic institutions that make a significant contribution to the work of the Bytecode Alliance. Any such discount will be at the discretion of the Board of Directors and will be reflected in Exhibit A to this Agreement.

## **Membership Term**

### *Initial Term*

The initial term will start the date of execution of this Agreement and continue for 12 months from the initial invoice date.

All membership privileges will commence upon the date of execution of this Agreement. Except as provided above or otherwise agreed, all 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.

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 invoice 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 on or before November 15 in the current calendar year.

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.

## **Use of Member Trademarks**

The Foundation shall display Applicant’s name and logo on the membership page of the Foundation’s website. The Foundation may also display Applicant’s name and logo on other 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:

\_\_\_\_\_  
(Company Name – Print)

Bytecode Alliance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
MEMBERSHIP FEE DISCOUNT

The following discount, if any, shall be applied to the membership fee: