

January 28, 2015

**Agreement for Membership in the InterNational Committee for Information
Technology Standards ("INCITS"), a Division of the Information Technology Industry
Council ("ITI")**

RECITALS

THIS agreement for Membership in INCITS ("Agreement") is made by and between ITI and the "Member" identified below.

WHEREAS, ITI is a 501(c)(6) corporation organized under the laws of the District of Columbia as an advocacy and policy organization serving the high-tech industry; and

WHEREAS, INCITS is a committee of ITI engaged in the creation and maintenance of information technology standards; and

WHEREAS, Member, by executing this Agreement desires to (i) become a member of INCITS (for *new Members*), or (ii) reaffirm its membership in INCITS (for *existing Members*, i.e., *any person or entity that has participated in the activities of INCITS prior to the date of this Agreement*).

1. Membership

- 1.1. Payment of annual dues in accordance with Section 2.4, or annual written confirmation from ITI that the rights and privileges of membership are granted without payment ("Waiver"), constitutes affirmation (or renewal) of membership. If timely payment of dues is not made or a Waiver is not obtained, ITI may suspend or terminate the membership and member benefits.
- 1.2. Once received by INCITS, membership fees are nonrefundable for any reason, including termination of membership, except as set forth in Section 2.3.

2. Compliance and Obligations:

- 2.1. By the signature of its authorized representative below, Member agrees to be bound by the terms of this Agreement, and further agrees to be bound to and abide by the policies and procedures of INCITS (located, as of the date of this Agreement, at www.INCITS.org/policies), as they now exist or as amended by the INCITS Executive Board ("EB"). If Member is a federal agency then this Agreement and the policies and procedures of INCITS govern except to the extent their terms are contrary to Federal law, regulations, or the policies of the federal agency Member. A Member that continues its membership after the expiration of the notice period specified in Section 2.3 is deemed to have accepted the terms of any amended INCITS policies and procedures.
- 2.2. Member further agrees to the following:
 - 2.2.1. Copyright License Grant By Contributor
Except for works in the public domain, by making any written or oral contribution which is reduced to writing to (including participation in the drafting of) any INCITS

technical standard or technical report or standard-related document (“Deliverable”) the copyright owner grants to ITI an irrevocable, non-exclusive, worldwide, transferable, sub-licensable, fully paid-up and royalty-free copyright license to reproduce, prepare derivative works of, distribute, and publicly display and perform the contributions (in their original and modified forms), solely for the purpose of developing and publishing the Deliverable for which the contribution was made.

The copyright owners retain all rights in their contributions, subject only to the licenses set forth herein and to ITI’s copyright ownership of the final Deliverable.

All copyrights in drafts of the Deliverables as well as the final Deliverable will be owned by ITI and may be sold or given away by ITI or its designees without any duty to compensate or account to the original copyright owners.

Except for Members that are federal agencies, no contribution(s) may be made unless the contributor(s) is/are, to the best of their knowledge, the exclusive copyright owner of the contribution or has sufficient rights under copyright from the owners to make the contribution under the terms of this license. Contributor must identify all other copyright owners in the contribution.

2.3 A Member may terminate its membership at any time by Notice to INCITS. In the event the termination is because the Executive Board has published an amendment to its policies or procedures, the Member determines in its sole discretion that it does not wish to be bound by that amendment, and the Member delivers its Notice of termination to INCITS within 60 days after such publication, the Member is entitled to a refund of its paid but unused membership fees, pro-rated on a month-by-month basis.

2.4 The annual fees for membership shall be posted on <http://www.incits.org/participation/membership-info>. The Member agrees to make timely payment of dues.

3. Notices

All Notices must be in writing and are deemed effective when delivered to the email address provided by the Member representative as set forth below or as modified in a written Notice delivered to INCITS at agreement@standards.incits.org. Where a Notice is delivered in the form of a URL or link to documents or information, the receiving party may request that the information or documents be delivered directly; provided, however, that such delivery may be in electronic form. Notices to INCITS must be sent to agreement@standards.incits.org.

4. Effectiveness and Interpretation of Agreement

4.1 Except for Members that are federal agencies, this Agreement and all policies and procedures of INCITS are construed under and governed by the laws of the State of New York. For Members that are federal agencies, this Agreement and all policies and procedures of INCITS are construed under and governed by the Federal laws of the United States.

4.2 This Agreement sets forth the entire understanding of INCITS and Member with respect to membership in INCITS and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement.

4.3 In the case of any conflict between the terms of this Agreement and the terms of the policies and procedures of INCITS, such policies and procedures supersede the terms of this Agreement.

5. Signatures; Affiliates

5.1 The individual signing this Agreement for the Member represents and warrants that he or she has the authority to enter into this Agreement on behalf of the Member.

5.2 Member (other than Federal agency Members) acknowledges and agrees that terms of the INCITS Patent Policy are applicable to its "Affiliates" as defined below. As used herein: "Affiliate," means any entity that Controls, is Controlled by, or is under common Control with, another entity. "Control" means direct or indirect beneficial ownership of or the right to exercise (i) greater than fifty percent (50%) of the voting stock of that entity, or (ii) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for that entity in the event that there is no voting stock or equity.

6. Amendment. This Agreement may not be amended, restated, supplemented, or otherwise modified unless set forth in writing and signed by an authorized representative of each of the Member and INCITS.

Accepted and Agreed:

Member Name / Address:		
Signature / Date:		
Signatory Name / Title:		
Principal Contact Name / Title:		
Principal Contact Phone / Email:		
Name / Email For Notices:		