

MOPRIA ALLIANCE, INC.

MEMBERSHIP AGREEMENT

This MEMBERSHIP AGREEMENT is made by and between Mopria Alliance, Inc. (“**Alliance**”), a Delaware nonprofit non-stock corporation having its principal place of business at 2400 Camino Ramon, Ste. 375, San Ramon, CA 94583 and _____, a _____ corporation, with a principal place of business at _____ (“**Member**”) and is effective upon acceptance by Alliance.

The Alliance is a nonprofit corporation that has been formed to facilitate the establishment of mobile print and related specifications for the purposes of enabling and promoting the use and increased operability of print and other functions utilizing mobile devices and devices with print functionality for the mutual benefit of the public and participants in relevant industries. Member wishes to become a member of the Alliance and to participate in Alliance activities.

1. DEFINITIONS. For purposes hereof, except as set forth below, all capitalized terms shall have the respective meanings provided for in the Bylaws, or if indicated, such other Schedules attached hereto:

1.1 “**Agreement**” shall mean this Membership Agreement, including all documents referenced herein, and any and all amendments to the Agreement.

1.2 “**Antitrust Policy**” shall mean the Antitrust Guidelines as amended from time to time by Alliance during the term of this Agreement, the current version of which is attached hereto as **Schedule A**.

1.3 “**Bylaws**” shall mean the Bylaws of the Alliance as amended from time to time by Alliance during the term of this Agreement, the current version of which is attached hereto as **Schedule B**.

1.4 “**Intellectual Property Rights Policy**” or “**IPR Policy**” shall mean Alliance’s policy on intellectual property rights, as amended from time to time by the Alliance during the term of this Agreement, the current version of which is attached hereto as **Schedule C**.

2. Membership. Member hereby applies for membership in the Alliance. Please complete the Member Company Contact Information in **Schedule D** and check one (1) category of membership below. Member hereby represents that the information provided to Alliance in the Member Company Contact Information in **Schedule D** is true and correct. The privileges of each membership class are set forth in the Bylaws.

- _____ **Executive Membership**
- _____ **Adopter Membership**

3. Membership Fees: Membership fees as set forth in the Membership Fees Schedule attached as **Schedule D** are established by the Board for each category of membership and may be adjusted by the Board for each calendar year. Annual membership fees will be paid in full in accordance with the attached Membership Fees Schedule applicable to the selected category of membership. Once received by the Alliance, all membership fees are deemed earned in full, and are nonrefundable for any reason, including termination of membership. All dues, assessments and annual membership fees levied by the

Alliance upon the Members are exclusive of any taxes a Member may be required to pay or withhold under applicable laws.

4. **Term:** The term of membership shall be on a year-to-year basis running for the period beginning the first day of the month in which this Agreement is accepted by the Alliance until twelve (12) months following such date. Alliance will invoice the then-current renewal fee to Members sixty (60) days prior to the expiration of the pending term and a Member's payment thereof shall constitute a renewal of membership as a Member. Failure to make a timely renewal payment may cause immediate suspension and termination of membership and member benefits. There is no duty to renew any membership and renewal may only be accomplished as set forth above. The termination or expiration of this Agreement or the resignation of Member shall have no effect on Member's obligations to comply with the provisions of the Bylaws and the Intellectual Property Rights Policy which survive termination of membership.

5. **Bylaws:** Member acknowledges and confirms that it has reviewed the Bylaws and Member agrees to comply, and cause its Affiliates to comply, with the Bylaws in effect from time to time, including any rules or directives adopted by the Alliance Board in connection therewith. Member understands that the Bylaws may be revised from time to time and new policies and guidelines may be added. Alliance will post all such changes on its Web site and will send an e-mail to the list-all reflector that such changes have been posted thirty (30) days before they become effective. If Member is dissatisfied with any changes, Member's sole and exclusive remedy is to resign its membership and to forfeit its remaining membership fees for the year.

6. **Press Releases.** Member acknowledges and confirms that its status as a Member of the Alliance and the type of membership it holds may be publicly disclosed by the Alliance. Member authorizes Alliance to use Member's trademark solely for the purpose of identifying Member as a member of the Alliance in Alliance's various press releases, website and other marketing materials. Member may identify itself as a member of the Mopria Alliance, Inc. Member understands and agrees that any of the Members of the Alliance may make a press or other public announcement regarding its membership in the Alliance and may include the identity of any other Member in such announcement; provided that such other Member is portrayed in an accurate way and in a manner not meant to humiliate, demean or offend. This provision shall not grant the use of any trademark, copyright or other intellectual property except as expressly provided herein.

7. **Intellectual Property Rights Policy:**

7.1 Member acknowledges and confirms that it has reviewed the Intellectual Property Rights Policy of the Alliance and that it will comply, and cause its Affiliates to comply, with all of the standards, procedures, guidelines and terms set forth therein. In connection with joining the Alliance, Member acknowledges that all Members and their Affiliates will be required to grant copyright licenses and/or assignments (as set forth in the IPR Policy) to their respective Contributions (defined in the IPR Policy) to Draft Specifications and assign copyrights to their respective Contributions in Final Specifications to the Alliance and that all Members and their Affiliates will be granted licenses in certain copyrights to Final Specification owned by the Alliance, in accordance with the Intellectual Property Rights Policy. Member further acknowledges that in connection with joining the Alliance, all Members and their Affiliates will become subject to the patent license obligations of the Intellectual Property Rights Policy as well as other rights, obligations and restrictions contained in the Intellectual Property Rights Policy.

7.2 Member will respect any intellectual property rights that the Alliance may acquire from time to time and shall not take any action that is inconsistent with Alliance ownership of those rights.

Without limitation, Member shall comply with the terms and requirements of the applicable mark usage manual and license agreement for any mark that the Alliance licenses to it. In all matters which are governed by the Intellectual Property Rights Policy (such as but without limitation, Draft Specifications and Final Specifications), Member shall comply with that policy. Should Member provide to the Alliance, for its use or for the use of its members, any materials that are subject to the laws of copyright but are not subject to the Intellectual Property Rights Policy (such as but without limitation, white papers, marketing collateral and the like), Member hereby grants to the Alliance a worldwide, irrevocable, royalty-free, payment-free, copyright license to incorporate such materials and any modifications thereof in the creation of an Alliance publication; to copyright in the Alliance's name any Alliance publication even though it may contain portions of such materials; and at the Alliance's sole discretion to permit others to reproduce in whole or in part the resulting Alliance publication.

8. **Antitrust Policy:** Member acknowledges and confirms that it has reviewed the Antitrust Policy, that it will comply and that it will cause its Affiliates to comply, with all of the guidelines and terms set forth therein.

9. **Miscellaneous:**

9.1 **No Warranty.** Member acknowledges and confirms that all information provided as part of the Draft Specifications and Final Specifications, and as provided in any other standard or specification of the Alliance development process is provided "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

9.2 **Limitation of Liability.** IN NO EVENT SHALL ALLIANCE OR ANY OTHER MEMBER BE LIABLE TO MEMBER OR ANY OF ITS AFFILIATES FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA (EXCEPT IN CONNECTION WITH A KNOWING VIOLATION OF THE IPR POLICY OR THE ANTITRUST POLICY) OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY PARTY INCLUDING THIRD PARTIES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MEMBER OR ITS AFFILIATES BE LIABLE TO ALLIANCE, ANY OTHER MEMBER OR ITS AFFILIATES FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA (EXCEPT IN CONNECTION WITH A KNOWING VIOLATION OF THE IPR POLICY OR THE ANTITRUST POLICY) OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY PARTY INCLUDING THIRD PARTIES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 **Governing Law.** This Membership Agreement shall be construed and controlled by the laws of the State of Delaware without reference to conflict of laws principles.

9.4 **Jurisdiction.** Member acknowledges and confirms that all disputes arising in any way out of this Membership Agreement shall be heard exclusively in, and all Members irrevocably consent to jurisdiction and venue in, the state and federal courts of Delaware.

9.5 **Not Partners.** The Members are independent companies and are not partners or joint venturers with each other or with Alliance.

9.6 **Complete Agreement; No Waiver.** Except as otherwise set forth in this Membership Agreement, this Membership Agreement together with the Schedules sets forth the entire understanding of the Members and supersedes all prior agreements and understandings relating hereto. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

9.7 **Modifications.** Alliance may modify or amend this Membership Agreement at any time upon thirty (30) days' notice to the Member. Alliance will post all such changes on its Web site and will send an e-mail to the list-all reflector that such changes will take effect. If Member is dissatisfied with any changes, Member's sole and exclusive remedy is to resign its membership and to forfeit its remaining membership fees for the year. Each Member shall be deemed to have accepted such modification or amendment by continuing to utilize the benefits of membership in the Alliance, including, but not limited to, making use of any license of Intellectual Property Rights granted in connection with membership in the Alliance.

9.8 **Severability.** If any provision of this Membership Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Membership Agreement, and the remainder of this Membership Agreement will continue in effect.

9.9 **Compliance with Laws.** Anything contained in this Membership Agreement to the contrary notwithstanding, the obligations of the Members shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, and to orders, regulations, directions or requests of any such government.

9.10 **Authority.** This Membership Agreement constitutes a legal, valid and binding agreement of the Member, enforceable against the Member in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, receivership, moratorium and other laws affecting the rights and remedies of creditors generally and of general principles of equity. The Member is empowered and duly authorized to enter into this Membership Agreement under its organizational documents. The Person signing this Membership Agreement on behalf of the Member is empowered and duly authorized to do so by, as necessary, such Member and its organizational documents.

10. **Affiliates.** The Member hereby agrees to cause its Affiliates to comply with all of the applicable terms, conditions, representations and covenants set forth in this Membership Agreement, the Intellectual Property Rights Policy, and all other documents relating thereto.

In WITNESS WHEREOF, Member and its duly authorized Representative have signed this Membership Agreement as of the dates set forth below:

Name of Member (Firm or Corporation)

Authorized Signature

Date

Accepted by Alliance:

Alliance Authorized Representative Signature

Date

Schedule A
Antitrust Policy

Schedule B

Bylaws

Schedule C

IPR Policy

Schedule D

Membership Fee Schedule

Type of Membership

Type of Membership	Annual Fees
Executive Member	\$50,000, plus the payment of a \$30,000 Participation Fee, or the provision by Member to provide enough staffing to each of our Working Groups so that their total contributions across all Working Groups equal 0.5 (one half) of a full-time volunteer, either option to be exercised pursuant to the terms of the Executive Member Participation Program adopted by the Board of Directors. (Additional \$50,000 payable in the case of Board representation i.e. for a Seated Executive Member as per the Bylaws)
Adopter Member	\$30,000

In Kind Credit Matrix

[Awaiting these for insertion]

Member Company Contact Information

Company Name: _____

Date: _____

Primary Contact: _____ (Name/Title)

Company Address: _____ (Street)

_____ (Street)

_____ (City/State/Zip)

(Country)

Telephone Number: _____ Fax Number: _____

(Please include Country Code where applicable)

Email address: _____

Web Page: _____

Secondary Contact: _____

Email address: _____ Phone Number: _____