

## **DASH INDUSTRY FORUM**

### **Charter Member Agreement**

By the signature of its authorized representative below, the undersigned Charter Member ("Applicant"), including its Affiliates, as defined in the DASH Industry Forum Bylaws ("Bylaws"), agrees to be bound by the terms hereof, as well as the terms and conditions stated in the Certificate of Incorporation, Bylaws, and Intellectual Property Rights Policy of the Dash Industry Forum, any amendments thereto, and the terms of any policies and/or procedures that are adopted by the Board of Directors pursuant to the Bylaws ("Organizational Documents") as may apply to the membership classification stated in the Bylaws. Copies of the DASH Industry Forum Organizational Documents are available for review at the DASH Industry Forum website.

No Charter Member Agreement is binding on the DASH Industry Forum unless accompanied by a first year membership fee of Seventy Five Hundred (\$7500.00) dollars (which fee may be deferred by action of the Board of Directors of the Dash Industry Forum for up to thirty (30) days from acceptance hereof) Membership in the DASH Industry Forum is generally open to any entity supportive of DASH Industry Forum's Purpose as defined in the Bylaws, that has executed the Charter Agreement, and paid the appropriate fees.

This Agreement must be signed by a representative of the Applicant that is authorized to commit the Applicant to all of the terms of this Agreement. By signing this Agreement, the Applicant hereby represents and warrants that the person signing this Agreement has been so authorized, has read and understood this Agreement and all other Organizational Documents, and has sought or waived the right to seek legal counsel prior to executing this Agreement.

The initial membership term ("Initial Term") shall be for a period of two years although the second year membership fee dollars will not be due and payable until Applicant's first anniversary date. After the Initial Term, the term of membership shall be on a year to year basis. Annually, the DASH Industry Forum will invoice the then current renewal fee to Applicant ninety (90) days prior to the anniversary date of Applicant's membership and Applicant's payment thereof shall constitute a renewal of membership as a Member, as defined in the Bylaws. Failure to make a timely renewal payment shall be cause for suspension and termination of membership and member benefits in accordance with the relevant provisions of the Bylaws.

Applicant hereby agrees to participate in good faith with other Members and in support of the Corporation's Purposes. Applicant further agrees that it shall not load the participation of any Work Group, committee or subgroup thereof where such loading obstructs or has the potential to obstruct the purpose of the Corporation or the progress or purpose of that Work Group, committee, or subgroup thereof. "Supportive of the Corporation's Purposes" means that the Member is supportive of the Corporation's efforts to create Final Specifications, Test Materials and Informational Documents and that the Member [intends to create or integrate products implementing such Final Specification(s) or other deliverables of the Corporation and that the Member will not knowingly or intentionally sabotage the Corporation's efforts to carry out its Purposes.

This Agreement is entered into for the benefit of Applicant and the Corporation and not for the benefit of any third party. Similarly, Applicant agrees that it will not assert rights under any agreement between the Corporation and any other Member unless such agreement provides by its express terms that Applicant is an intended beneficiary of that agreement. Notwithstanding any contrary provision in this Agreement, the Applicant hereby acknowledges and agrees that each Member of the Corporation has a right under this Agreement, independent of any similar rights of the Corporation, to enforce against the Applicant, Applicant's obligations and agreements pursuant to the IPR Policy. Such rights include, but are not limited to, instituting a legal cause of action against the Applicant to compel such enforcement.

All notices required hereunder or under the Organizational Documents shall be in writing and sent to the Member's representative designated below at the address set forth below or to such addresses as such Member's representative may later specify by written notice to the Executive Director. If the Member's representative set forth below does not update his or her contact information then the Member waives any right to receive a notice that is sent to the wrong person or address provided such notice is sent to the address on record provided by the Member's representative.

NAME OF MEMBER'S REPRESENTATIVE

DESIGNATED TO RECEIVE NOTICES: \_\_\_\_\_

ADDRESS \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

The undersigned agrees that once paid, all membership fees are nonrefundable for any reason, including termination of membership.

Any claim or dispute arising under or relating to this Charter Member Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws.

**Company Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_  
(Name/Title)

**Company Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
(Please Include Country Code where appropriate)

**Email Address:** \_\_\_\_\_ **Web Page URL:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

\*Payments may be made by check or wire transfer payable to the order of the "DASH Industry Forum, Inc."

**Please briefly describe the services or products sold or provided by your Company**

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