FIDO Alliance

Membership Agreement

FIDO Alliance Inc. is a California incorporated non-profit mutual benefit corporation.
FIDO Alliance Membership Agreement

1 Mission Statement and Preamble

Mission Statement: The Mission of the FIDO Alliance Inc. (“FIDO Alliance”) is a shared material obligation by and among all Members to change the nature of authentication security on the Web by (a) developing open unencumbered technical Specifications and Other Publications that define an open, scalable, interoperable set of mechanisms that supplant reliance on passwords to authenticate users of online services, (b) operating industry programs to help ensure successful worldwide adoption of the Specifications and (c) submitting mature unencumbered technical Specification(s) to recognized standards development organization(s) for formal standardization.

This Fast Identity Online (“FIDO”) Alliance Membership Agreement (“Agreement”) is entered by Signatory, and provides rights from and responsibilities to FIDO Alliance and all other Members, whether they became Members prior to, simultaneous with, or subsequent to, the Effective Date. This Agreement is effective (“Effective Date”) as of the date on which it is counter-signed by a duly authorized party of FIDO Alliance, which counter-signature shall indicate acceptance of this Agreement by the then-current FIDO Board as defined below.

Whereas, the Founding Members, having a shared goal to develop technical Specifications and Other Publications that define an open, scalable, interoperable set of mechanisms for stronger authentication on the Web, have formed the FIDO Alliance to achieve its Mission; and

Whereas, the Founding Members have provided a means for additional parties to join the FIDO Alliance as defined below;

Now it is hereby agreed that, in consideration of their participation in scoping, developing, defining and promoting the Specifications and Other Publications, and in consideration of all other Members entering into FIDO Alliance Membership Agreements in identical form, and of all future parties who wish to participate as Members entering into such a FIDO Alliance Membership Agreement as a condition of becoming a Member, such that all Members shall be regarded as parties to a single instance of this Agreement as applicable under relevant law, such as third party beneficiary and standards organizations law, each Member agrees to the following:

2 Definitions

Capitalized terms used in this Agreement shall have the following definitions and meanings:

“Associate Member” shall mean any Member who has joined the FIDO Alliance at the Associate Member class of membership as defined in Section 11.

“Authorized Manufacturer” means an entity which manufactures devices which implement a Proposed Standard Specification for or on behalf of a Bound Entity.
“Authorized Subcontractor” means an entity performing services for a Bound Entity, where such services relate directly to implementation of a Proposed Standard Specification or to performance of Public Permitted Uses.

“Board” or “FIDO Board” shall refer to the collective entity of Delegates, each Delegate designated by a Board Member of the FIDO Alliance, which shall serve certain purposes described in this Agreement. By way of clarification, the Board shall have the rights and obligations set out in Section 4.2.2 of this Agreement, but shall not constitute the Statutory Committee, a separate entity of the FIDO Alliance as set forth herein.

“Board Member” shall mean any Member who has joined the FIDO Alliance at the Board Member class of membership as defined in Section 11.

“Bound Entity(ies)” means the Signatory and its Related Entities if applicable.

“Confidential Information” shall mean: (i) with regard to Confidential Information of a Member, Contributions that are provided in tangible form and are clearly marked as “Confidential” or if disclosed orally that are clearly identified as “Confidential” at the time of disclosure or within 30 days after such initial disclosure; or (ii) with regard to Confidential Information of FIDO, information concerning the status of matters under consideration by the FIDO Alliance, including but not limited to Specifications or other documents that are provided in tangible form and are clearly marked as “Confidential” or if disclosed orally that are clearly identified as “Confidential” at the time of disclosure or within 30 days after such initial disclosure.

“Contribution” means any original work of authorship, including any modifications or additions to an existing work, that is submitted by the author for inclusion in any FIDO Alliance Publication. For the purposes of this definition, “submit” means any form of electronic, oral, or written communication for the purpose of discussing and improving the FIDO Alliance Publication, but excluding any communication that is conspicuously designated in writing as not a contribution.

“Control” means, of an entity, the power, directly or indirectly, including without limitation through direct or indirect ownership, to control more than 50% of the voting power to elect directors of that entity, or the power to direct or cause the direction of management and policies of such entity. The words “Controls” and “Controlled” shall be construed accordingly.

“Controlling Documents” means any Policy Document, bylaws, articles of incorporation or other document developed by the Board for the purpose of governing and administering the business of FIDO Alliance.

“Covered Third Party” means a user or customer of a Bound Entity, an Authorized Manufacturer (but only with regard to devices actually manufactured for a Bound Entity), an Authorized Subcontractor (but only with regard to services provided directly to a Bound Entity), or any entity to which such Bound Entity owes an obligation to indemnify such entity from and against claims of infringement by Working Group Permitted Uses or Public Permitted Uses.
“Date” means the date on which the Signatory signs this Agreement.

“Delegate” shall mean an employee designated by a Member who has joined the FIDO Alliance at the Board Member class of membership and is otherwise qualified to designate such Delegate. The collective of the Delegates is the FIDO Board. The Board Member that designated a Delegate may replace such Delegate at any time.

“Deliverable” shall mean any Specifications, Requirements, and Other Publications developed within FIDO Alliance as of the date of the Signatory’s last Contribution.

“Founding Date” shall mean October 1, 2012. Members who join FIDO Alliance after the Founding Date shall not be considered Founding Members.

“Full Majority Vote” shall mean 50% or more of the then current Members meeting Voting Requirements of the applicable group (e.g., the Board, the Statutory Committee, or a Working Group).

“Full Supermajority Vote” shall mean 66% or more of the then current Members meeting Voting Requirements of the applicable group (e.g., the Board, the Statutory Committee, or a Working Group).

“Founder” and “Founding Member” shall mean all Members who enter into this Agreement by the Founding Date. Such Member shall have the right to publicly claim to have been a Founder or Founding Member of the FIDO Alliance.

“Good Standing” shall mean that the Member has paid all required fees for membership at the designated level and any other requirements as set forth by the Board.

“Government Member” shall mean any Member who has joined the FIDO Alliance at the Government Member class of membership as defined in Section 11.

“Granted Claims” means, with respect to a Member and its Related Entities, those patent claims (a) that such Member and its Related Entities own or control, including (i) those patent claims the Member or its Related Entities acquire or control after the Date but on or before the termination of this Agreement or (ii) the applications whose priority dates are on or before two (2) months after the termination of this Agreement, (b) that are necessarily infringed by a compliant implementation of the Normative Requirements of a version of an Implementation Draft Specification or Proposed Standard to the extent it is within the relevant scope of work established for its development by the relevant Working Group, where such infringement could not have been avoided by another commercially reasonable non-infringing alternative compliant implementation of such Implementation Draft Specification or Proposed Standard Specification, and (c) the primary purpose of the relevant portion of the implementation is to enable authentication security in a manner consistent with the Mission. The Member and its Related Entities’ Granted Claims include only those patent claims that are infringed by the compliant implementation of the Normative Requirements of the Implementation Draft Specification or Proposed Standard Specification, as applicable, where such Implementation
Draft Specification or Proposed Standard Specification is approved as an Implementation Draft Specification or Proposed Standard Specification, as applicable, while one or more of the Member and its Related Entities is participating in the Working Group associated with such Implementation Draft Specification or Proposed Standard Specification. Notwithstanding anything else in this Agreement, “Granted Claims” shall not include: (1) claims on enabling technologies or algorithms that may be necessary to make or use any product or portion thereof that complies with the Implementation Draft Specification or Proposed Standard Specification and are not themselves expressly set forth in such Implementation Draft Specification or Proposed Standard Specification (for example and without limitation, semiconductor manufacturing technology, compiler technology, object-oriented technology, basic operating system technology, programming instructions, compression formats, encryption formats and data processing); (2) claims on published standards developed elsewhere and merely referred to in the body of the Implementation Draft Specification or Proposed Standard Specification, (3) claims on any portion of any product and any combinations thereof the purpose or function of which is not required for compliance with required portions of the Implementation Draft Specification or Proposed Standard Specification, (4) claims which, if licensed, would require a payment of royalties by the licensor to unaffiliated third parties; and (5) claims on design patents and design registrations. Granted Claims do not include any claims other than those set forth above even if contained in the same patent as Granted Claims. For purposes of this definition, an Implementation Draft Specification or Proposed Standard Specification shall be deemed to include only architectural and interconnection requirements essential for interoperability and shall not include any implementation examples unless such implementation examples are expressly identified as being Normative Requirements of the Implementation Draft Specification or Proposed Standard Specification.

“Granted Claims Disclosure Notice” shall have the meaning set forth in Section 6.6.1 of this Agreement.

“IPR Review Period” shall have the meaning set forth in Section 6.6.1 of this Agreement.

“Member” shall mean an entity that has completed the application forms and has executed a copy of this Agreement or a prior Membership Agreement subject to the Agreement amendment process defined in Section 3.6 of this Agreement, and whose Agreement has been counter-signed by the Secretary, indicating acceptance by the Board. For purposes of Section 5 “Handling Confidential Information”, the FIDO Alliance will also be treated as a Member.

“Mission” shall mean the Mission set forth in the Mission Statement of the FIDO Alliance as set forth in Section 1 of this Agreement.

“Normative Requirements” means those portions of the Implementation Draft Specification or Proposed Standard Specification that are expressly identified as required for compliance with the Implementation Draft Specification or Proposed Standard Specification including those portions of an optional or alternative portion of the Implementation Draft Specification or Proposed Standard Specification that are identified as required for compliance with such optional or alternative portion. For clarity, those portions of the Implementation Draft Specification or

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Proposed Standard Specification, including any portions of an optional or alternative portion thereof, which are designated by the terms “must”, “shall”, “mandatory”, “normative” or “required” are expressly identified as being required for compliance under this definition.

“Other Publication” shall mean any form of documentation that is developed or being developed within FIDO Alliance (e.g. presentation materials, press releases, etc.) other than a Specification, Requirements document or Policy Document.

“Participant” means, with respect to a particular Working Group, any Member who participates in such Working Group and its Related Entities. For purposes of Section 6.2, and particularly Section 6.2.1.1, the FIDO Alliance will be treated as a Member participating in all Working Groups.

“Policy Document” shall mean any documented procedural or administrative policy adopted by Simple Majority Vote of the Board.

“Public Permitted Uses” means making, using, selling, offering for sale, importing or distributing any compliant implementation of a Proposed Standard Specification, 1) only to the extent it implements the Normative Requirements of the Proposed Standard Specification and 2) so long as all required portions of the Proposed Standard Specification are implemented. Public Permitted Uses do not extend to any portion of an implementation that is not included in the Normative Requirements of a Proposed Standard Specification.

“Publication” means any Specifications, Requirements, and Other Publications developed or being developed within FIDO Alliance

“Quorum” shall mean that more than fifty percent (50%) of the Members meeting the Voting Requirements of the applicable group (e.g., the Board, the Statutory Committee, or a Working Group or the Members in plenary session) are present at a meeting, either in person, telephonically or by such other means as may be prescribed by such group or by this Agreement.

“Requirements” shall mean a document that contains technical, organizational and/or operational requirements provided by Members that shall form the basis for all Specifications developed by FIDO Alliance.

“Related Entity” means, with respect to a particular party, any entity that Controls, is Controlled by, or under common Control with such party; provided that an entity that acquires Control of the Signatory after the Date will not be a Related Entity of the Signatory, and will not separately enjoy the benefits afforded to Related Entities under this Agreement, including, but not limited to, the benefit of the non-assert made by other Members, unless and until such entity agrees in writing to join the FIDO Alliance. The Signatory’s (and its Related Entities’) rights and obligations under this Agreement (including the benefit of the non-assert made by other Members) shall continue in full force and effect notwithstanding the failure of such the acquiring entity to join the FIDO Alliance.
“Simple Majority Vote” shall mean greater than 50% of those voting meeting Voting Requirements when a Quorum is present.

“Signatory” means the entity listed as Signatory in the signature block to this Agreement.

“Specification” shall mean a document that contains technical criteria (including reference to existing specifications and protocols) in any state of progress within a FIDO Alliance Working Group.

“Sponsor Member” shall mean any Member who has joined the FIDO Alliance at the Sponsor Member class of membership as defined in Section 11.

“Standards Developing Organization” shall mean an organization whose primary activities are developing, coordinating, promulgating, revising, amending, reissuing, interpreting, or otherwise producing technical standards that are intended to address the needs of a specific base of adopters.

“Statutory Committee” shall refer to the collective of certain Delegates which shall constitute the entity defined in the Bylaws as the “Board of Directors” for purposes of applicable California law, and which shall have the rights and obligations set out in Section 4.2.1 of this Agreement and applicable California law.

“Supermajority Vote” shall mean 66% or more of those voting meeting Voting Requirements when a Quorum is present.

“Voting Member” shall mean Board Member.

“Voting Requirements” shall mean being in Good Standing and meeting the participation requirements for the relevant group as defined in the Standard Operating Procedures or other defining policy document.

“Working Group” shall have the meaning set forth in Section 4 of this Agreement.

“Working Group Permitted Uses” means making, using, selling, offering for sale, importing or distributing any compliant implementation of an Implementation Draft Specification, 1) only to the extent it implements the Normative Requirements of the Implementation Draft Specification and 2) so long as all required portions of the Implementation Draft Specification are implemented. Working Group Permitted Uses do not extend to any portion of an implementation that is not included in the Normative Requirements of the Implementation Draft Specification.

3 General

3.1 Duration and Dissolution

The FIDO Alliance shall exist until such time as it is dissolved only by a Full Supermajority Vote of the Board and a Full Supermajority Vote of the Statutory Committee.
3.2 Members’ Freedom of Action and Right to Compete
Neither participation in the FIDO Alliance nor the FIDO Alliance’s approval or release of a Specification shall require any Member to use or implement the Specification, or preclude any Member from developing or employing additional, competing or alternative products, specifications or implementations, or foreclose any Member from taking a different course of action should any Member so desire.

The Members acknowledge that they may compete with one another in various lines of business and that it is therefore imperative that they and their representatives act in a manner that does not violate any applicable antitrust laws and regulations. Each Member may have similar agreements not related to the FIDO Alliance with other Members. Each Member may design, develop, manufacture, acquire or market competitive specifications, products and services, and conduct its business in whatever way it chooses. No Member is obligated to announce or market any products or services. Without limiting the generality of the foregoing, the Members agree not to have any discussion relating to their individual commercial businesses with respect to product pricing, methods or channels of product distribution, any division of markets, or allocation of customers or any other topic which should not be discussed among competitors. Accordingly, each Member hereby assumes responsibility to provide appropriate legal counsel to its representatives regarding the importance of limiting their discussions to subjects that relate to the purposes of the FIDO Alliance, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

3.3 Principal Office
A principal office of the FIDO Alliance will be created to perform administrative and operational functions for the FIDO Alliance. The location of the FIDO Alliance principal office may be changed from time to time by the Board, and such change of address shall be effective upon written notice to all Members. The FIDO Alliance may also have offices at such other places as its business and activities may require, and as the Board may, from time to time, designate.

3.4 Governing Law
This Agreement shall be governed by and interpreted in accordance with laws of the State of California, excluding its choice of law rules.

3.5 Dispute Resolution
The parties agree to attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in the spirit of mutual cooperation. Upon the earlier of the date on which those attempts (including escalation to the Board) fail, or thirty (30) days after the parties to the dispute first communicate with each other in an effort to resolve the dispute, then either party may demand mediation by submitting the dispute for non-binding mediation conducted by a mediator selected by the Board within twenty-one (21) days after written notice. Any dispute that cannot be resolved between the disputing parties through negotiation or mediation within forty-five (45) days of the date of the selection of a mediator may then be submitted to the courts within Santa Clara County, California, or any other venue in which the court has personal jurisdiction over the parties in dispute, for resolution. The use of any
mediation procedures will not be construed under the doctrines of laches, waiver or estoppel to adversely affect the rights of either party. Nothing in this Section 3.5 will prevent either party from resorting to judicial proceedings, if (i) good faith efforts to resolve the dispute have been unsuccessful, (ii) the claim or suit involves intellectual property rights, or (iii) interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others.

3.6 Amendments to this Agreement and the Bylaws

This Agreement constitutes the entire agreement among the Bound Entities and the Members, concerning its subject matter and supersedes any prior or contemporaneous agreement or understanding, whether written or oral, if any, among the parties with respect to such subject matter. Any modification or amendment of this Agreement shall only be binding upon the Members if set forth in writing and approved by a Full Supermajority Vote of the Board, provided, however, that such modification or amendment shall not be binding on any Member who terminates this Agreement with respect to such Member and withdraws as a Member of the FIDO Alliance within thirty (30) days of receipt of written notice of adoption of such modification or amendment. The Bylaws of the FIDO Alliance may be amended by a Full Supermajority Vote of the Statutory Committee and a Full Supermajority Vote of the Board.

3.7 Publicity

No Member shall use the name of another Member in any public announcement or other publicity relating to this Agreement or any Deliverable without the prior written consent of such named party. Each Member grants the FIDO Alliance a non-transferrable, royalty free limited use license to use its company name and primary identifying logos and other brand materials for the purposes of identifying and publicizing its FIDO Alliance Membership status and participation with all other Members. The FIDO Alliance will use such company name, logos and other brand materials in accordance with such Member’s trademark guidelines.

3.8 Headings

The Members acknowledge that all headings of this Agreement are for reference purposes only and shall not be used in the interpretation of this Agreement.

4 Governance

4.1 Decision Making

Except in those cases where a vote is specifically required by this Agreement or other Controlling Documents, FIDO Alliance shall seek to reach its decisions by consensus. When no consensus can be reached in a timely manner, the decision shall be reached by voting as defined in this Agreement and other Controlling Documents. Except when otherwise specified in this Agreement and other Controlling Documents, approval by vote requires a Simple Majority Vote. Except as expressly set forth herein, voting percentages required are to be calculated in terms of the number of “Yes” and “No” votes cast by those voting Members meeting Voting Requirements present when a Quorum exists. Only “Yes” and “No” votes shall be counted, and abstentions or

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non-votes shall not be counted, but also shall not affect the determination as to whether a Quorum exists.

4.2 The Statutory Committee and the FIDO Board

4.2.1 The Statutory Committee
Pursuant to the Bylaws, the Statutory Committee shall have certain specified corporate powers, as defined by applicable California law. The Statutory Committee shall consist of seven Delegates, four of whom shall be the officers of the corporation specifically defined in this Agreement, and the remaining three shall be elected by the Board in the same annual election as the election of the officers. The remaining three shall be Delegates and each must be an employee of a Board Member of the FIDO Alliance. The remaining three shall be elected for an annual term ending Dec. 31st of the following year, except that for the first year the term shall end on Dec. 31st of the year in which they were elected. The presiding officer for all meetings of the Statutory Committee shall be the President. For any act on a Statutory Item as defined in the Bylaws or on dissolution of the corporation, the Statutory Committee shall only act after a Board vote on that act and shall strongly consider the results of any Board vote on that act.

4.2.2 The FIDO Board
The Board shall have administrative oversight of the FIDO Alliance as defined herein and in the Bylaws. The Board shall also have the sole authority to approve Specifications, Requirements, or Other Publications either directly or after Working Group approval of same (as specified in Section 4 of this Agreement). The number of seats on the Board shall be unlimited, and Board Members in Good Standing shall be entitled to designate one (1) Delegate. Only Delegates meeting the Voting Requirements shall be entitled to vote on any matter before the Board. The Executive Director of the FIDO Alliance shall preside over Board meetings as chair and shall take such other actions as may be agreed by a Simple Majority Vote of the Board. At the discretion of the chair, voting by the Board may be had by electronic means pursuant to the procedures described herein for other committees of the FIDO Alliance.

The roles and responsibilities of the Board include, but are not limited to the following:

- Elect annually the President, the Vice President, the Treasurer and the Secretary and three others from the Delegates to serve as the Officers and the Statutory Committee;
- Hire a compensated Executive Director or the equivalent to assist in the administration of the FIDO Alliance.
- Approving Publications prior to making any Publication a publicly available document;
- Chartering Working Groups;
- Appointing Chairs to Working Groups;
- Establish and publish a membership Schedule of Fees and Dues that may be amended from time to time by the Board. Such Schedule of Fees and Dues may include a
scholarship program whereby the Board may waive or reduce fees if certain pre-defined objective criteria are satisfied by an applicant;

- Accept or deny candidate Member Agreement applications (and renewals of same) into the FIDO Alliance based on objective criteria adopted by the Board;
- Approval of any contracts with the FIDO Alliance;
- Administering the transfer of FIDO Alliance Specifications to IETF or other Standards Developing Organization;
- Determine the timing and logistics for all Members meetings and similar FIDO Alliance communications mechanisms;
- Administering email lists, conference bridges, collaboration tools, etc.;
- Setting change control and versioning procedures for Specifications through the development and approval of Policy Documents;
- Setting other Policy Documents as may be required from time to time;
- Dissolve the FIDO Alliance, which requires a Full Supermajority Vote and approval by the Statutory Committee, as described herein;
- Terminate Members for cause, as specified in Section 7.2 of this Agreement;
- Termination of Board Members for cause, by Full Supermajority Vote of the Board;
- Obtain and renew D&O Liability coverage at levels determined by the Board.

Except for procedural matters (for example, whether to adjourn a meeting), the Board shall not make any decisions, whether by consensus or by voting, unless a Quorum exists; provided, however, that nothing herein shall prevent the Board from using an approval procedure to take action if such procedure is authorized or permitted by the state under which it is organized; and provided, further, that to be effective, any written consent or other form of approval under such procedure shall, if such state permits less than unanimous written consent, be signed by, or subscribed to by, at least a number of Delegates representing a Full Majority Vote or, where applicable, a Full Supermajority Vote.

### 4.3 Officers, Executive Director and Working Groups

#### 4.3.1 General Provisions

The Board shall elect the following officers from among the Delegates by Simple Majority Vote: President, Vice President, Treasurer and Secretary. The Board shall elect three individuals from among the Delegates by Simple Majority Vote to complete the Statutory Committee. The FIDO Alliance may also have such other officers with such titles and duties as the Board may determine from time to time. An elected officer or other member of the Statutory Committee must be an employee of a Board Member of the FIDO Alliance. All officers shall be elected for an annual term ending on December 31st of the following year. The officers may serve multiple terms and/or successive terms if duly elected. The elected officers shall serve without compensation from the FIDO Alliance.

#### 4.3.2 Duties of the President

The President shall be the chief executive officer of the FIDO Alliance, shall serve as the chairman at all meetings of the Statutory Committee. The President shall provide guidance to the
Executive Director and be available as needed as a spokesperson for the FIDO Alliance. The President shall have such other powers and perform such other duties as may be prescribed by law, by this Agreement, or from time to time by the Board or are conventional for this office.

4.3.3 Duties of the Vice President

The Vice President is responsible to assist the President and perform the duties of the President in the absence of the President, or in the event of the President’s inability or refusal to act. The Vice President shall have other powers and perform such other duties as may be prescribed by law, by this Agreement, or as may be prescribed from time to time by the Board or are conventional for this office.

4.3.4 Duties of the Treasurer

The Treasurer is responsible for the financial transactions of the FIDO Alliance in accordance with the Board approved Finance Policy. The Treasurer shall exercise oversight of any Financial Services contractor and serve as the chair of the Board Finance Committee. The Treasurer shall prepare and present to the Board (at a minimum) quarterly financial reports on all the FIDO Alliance finances. The Treasurer shall have such other powers and perform such other duties as may be prescribed by law, by this Agreement, or as may be prescribed from time to time by the Board or are conventional for this office.

4.3.5 Duties of the Secretary

The Secretary is responsible for recording and distributing Minutes of meetings of the Board and Member Plenary, which shall including results of votes and other actions taken. In general, the Secretary shall perform all duties customarily incident to the office of Secretary and such other duties as may be required by law, by this Agreement, or as may be prescribed from time to time by the Board or are conventional for this office, including without limitation the following:

- Certify and keep at the principal office of the FIDO Alliance the original, or a copy, of this Agreement as amended or otherwise altered to date;
- Keep at the principal office of the FIDO Alliance or at such other place as the Board may determine, a book of minutes of all meetings of the Board, and, if applicable, meetings of Board committees;
- Ensure that all notices are duly given in accordance with the provisions of this Agreement or as required by law;
- Be custodian of the records of the FIDO Alliance;
- Ensure all Member Agreements accepted by the Board are counter-signed;
- Maintain a Membership roster containing the name, email address and mailing address of each and any Members; and
- Ensure all Working Group Scribes are recording meeting minutes in compliance with procedures set forth by the Secretary

4.3.6 Executive Director

The Executive Director of the Corporation agrees to perform such undertakings as are necessary to manage the day-to-day needs of the Corporation, including:

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• Scheduling and setting up meetings;
• Chairing meetings of the Board;
• Facilitating communication between Members, including providing timely notices of meetings;
• Providing Members with materials with respect to the activities of the FIDO Alliance as may be prepared by the Secretary or the Executive Director;
• Presiding over plenary sessions of All Member Meetings;
• Shall act as the chief administrator of the corporation;
• Receiving and processing membership agreements; and
• In general, performing all duties incident to the office of Executive Director and such other duties as may be required by law, by the Articles of Incorporation, by the Bylaws, by this Membership Agreement or which may be assigned to him or her from time to time by the Board.

The Executive Director may engage third parties to undertake such activities, provided that the Executive Director enters into appropriate contracts protective of the FIDO Alliance, and ensures compliance with terms and conditions of this Agreement including confidentiality obligations.

**4.3.7 Nonliability of Delegates, Officers and Members**

Delegates, Officers and Members with an employee serving as an officer or Delegate, and the employee serving as an officer, other member of the Statutory Committee or Delegate, shall not be liable for the debts, liabilities or other obligations of FIDO Alliance.

The FIDO Alliance will have and keep current a Directors and Officer’s insurance policy with a minimum coverage level of as determined by the Board.

**4.3.8 Removal, Resignation and Vacancies**

The Board may remove any officer or other member of the Statutory Committee from his or her elected office or position, either with or without cause, at any time by a Supermajority Vote.

Because an elected officer or other member of the Statutory Committee must be an employee of a Board Member of the FIDO Alliance, an elected officer or other member of the Statutory Committee shall automatically be removed if the Board Member terminates its membership in the FIDO Alliance or if the representative serving as an elected officer or other member of the Statutory Committee ceases to be an employee of the Board Member.

Any officer or other member of the Statutory Committee may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Any vacancy caused by the death, resignation, removal, disqualification or otherwise, of any officer, other member of the Statutory Committee or Chair shall be filled by the Board (or, in the case of a Vice Chair, Scribe or Editor, the Working Group Chair) by election to complete the term of the vacant position.
4.4 Working Groups

All deliverables of the FIDO Alliance shall be developed by working groups (each, a “Working Group”). Only Sponsor Member organizations and Board Member organizations may have full participation rights in Working Groups. Government Member organizations may have all but voting participation rights in Working Groups. Associate Member organizations may have all but voting participation rights in Working Groups subject to the process described in Section 6.2.1.1 of this Agreement.

The Board shall appoint a Chair for each Working Group. Any Board Member representative is eligible to serve as a Working Group Chair. The Working Group Chair will continue to serve at the will of the Board or until the Chair resigns; there is no fixed term duration for a Chair.

Each Working Group Chair shall appoint a Vice Chair, a Scribe and at least one Editor (e.g., one for each deliverable) for his/her Working Group. Each person chosen to fill each such position will continue to serve at the will of the Chair or until he/she resigns; there is no fixed term duration for these positions.

A Working Group Chair may, at his/her discretion, invite any Member to become a Participant in the Working Group. Board and Sponsor Members may become Participants of any Working Group without such invitation, but Associate Members may only become Participants of a Working Group by means of this discretionary invitation process. If an Associate Member becomes a Participant of a Working Group it shall be known as an “invited Participant” in that Working Group. In accordance with Section 6.2.1.1, such invited Participant must first elect to be bound by the promise set forth in Section 6.2.1.1 with respect to such Working Group by providing written notice thereof to the Board. Thereafter such invited Participant shall have all rights and obligations in such Working Group as defined in Section 6.2 of this Agreement.

4.4.1 Chartering a Working Group

Any Sponsor Member may propose the chartering of a Working Group. Working Group formation requires a Supermajority Vote of the Board. A proposed Charter must be sent to the Board for approval. The Charter must be complete and contain at minimum the following information (organized by Charter Headings):

- Working Group Name
- Proposed Chair, Vice Chair, Scribe, and Editor(s)
- Scope of work (and why that scope aligns with the Mission)
- Description of each proposed Deliverable, by type (i.e. Specification, Requirements, and/or Other Publication)
- Expected timeline for completion of work
- Any known dependencies on the FIDO Alliance resources and/or external developments

4.4.2 Work Flow and Approval Criteria (by status type)

Once the Board has approved the formation of a Working Group, all proposed deliverables shall be managed to the following work flow:
4.4.2.1 General Flow


4.4.2.2 “Pre-Draft”

Any Working Group participant may submit a proposed initial draft document as a candidate “Working Draft” deliverable of the Working Group. The Chair shall acknowledge all such submissions as “Pre-Draft” documents or deliverables (i.e. Specifications, Requirements document, or Other Publication).

4.4.2.3 “Working Draft”

Pre-Draft documents must first be approved by Simple Majority Vote of the Working Group in order to become “Working Draft” documents (i.e. Specifications, Requirements document, or Other Publications). Once a document is accepted as the “Working Draft” deliverable for the Working Group, it is administered by the Editor and becomes the basis for all going forward work on that deliverable.

4.4.2.4 “Review Draft”

Once a Working Group determines it has made an appropriate level of progress in achieving the objectives for its deliverable as captured by its charter, and the Working Group wants to share the deliverable with all Members for review, the Working Group shall promote the document from “Working Draft” to “Review Draft” status by a Supermajority Vote. All “Review Draft” Deliverables must be sent to the Secretary by the Working Group Chair within 15 days of the Supermajority vote. Once the Secretary confirms the process was followed correctly, the Secretary shall provide notice to all Members of the document’s Review Draft status, which for Specification Deliverables shall trigger an IPR Review Period for such Review Draft Specification.

4.4.2.5 “Implementation Draft Specification”

Implementation Draft status applies only to Specifications. After completion of the IPR Review Period for a Review Draft Specification, the responsible Working Group shall decide whether the deliverable needs further development or is ready to advance to an Implementation Draft. If the Review Draft Specification is deemed a candidate to become an Implementation Draft Specification by the Working Group, the Working Group Chair shall make that recommendation to the Board. The Board shall vote on the Working Group’s recommendation within 45 days. A Supermajority Vote of the Board is required to approve a document as an Implementation Draft Specification. Once an Implementation Draft Specification is approved by the Board, the Secretary shall so notify all Members.

4.4.2.6 “Proposed Standard Specification”

Proposed Standard status applies only to Specifications. Some deliverables will be Specifications intended for submission to an external standards development organization such as the IETF, and/or intended for implementation by non-Members. Only Proposed Standard Specifications are
candidates for implementation by non-Members or submission to external standards development organizations. Only Implementation Draft Specifications are candidates for Proposed Standard Specification status. If the Board has determined, in cooperation with the Working Group that authored the Implementation Draft Specification, that such document is ready for Proposed Standard Specification status, the Board shall vote on whether to make such candidate a Proposed Standard Specification. Approval by the Board requires a Full Supermajority Vote of the Board.

Any Proposed Standard Specification may be submitted to the IETF or other standards development organization, with appropriate IPR grants, by a Full Supermajority Vote of the Board.

4.4.2.7 Publishing FIDO Alliance Deliverables

The Board may approve the publication or sharing of any FIDO Alliance Deliverable, e.g. Specifications, Requirements, or Other Publications, with non-Members by means of a Supermajority Vote of the Board, at any time, regardless of the status of the document. The Board must take care to disclose any Granted Claims for which the Board has received a Granted Claims Disclosure Notice pertaining to an Implementation Draft or Proposed Standard Specification deliverable at the time it is shared with non-Members.

4.4.3 Notifications and Electronic Voting

Chairs are responsible for issuing all notifications of meetings and votes of their Working Group, within the following minimum criteria:

- In-person meetings require 30 days notice, unless overridden by the Board.
- Teleconference meetings require 7 calendar days notice (this only applies to the first meeting of a notification of recurring meetings), unless overridden by the Board.
- Electronic votes require no advance notice but must include a clear ballot with only “yes” and “no” options, and must remain open for no less than 7 calendar days. All electronic votes are considered to have achieved Quorum as long as their ballot is sent to the official mailing list of the Working Group.
- The Board may override any notification requirement upon unanimous consent of all then current Delegates.

The Secretary is responsible for issuing all notifications of meetings and votes for the Board and the Membership Plenary, within the following minimum criteria:

- In-person meetings require 30 days notice, unless overridden by the Board.
- Teleconference meetings require 7 calendar days notice (this only applies to the first meeting of a notification of recurring meetings), unless overridden by the Board.
- Electronic votes require no advance notice but must include a clear ballot with only “yes” and “no” options, and must remain open for 7 calendar days. All electronic votes are considered to have achieved Quorum as long as their ballot is sent to the official mailing list of the Board.
- The Board may override any notification requirement upon unanimous consent of all then current Delegates.
4.4.4 Liaisons

A Working Group may ask the Board to approve a liaison relationship with any membership organization the Working Group determines would improve the quality of its work, but for any reason cannot join FIDO Alliance directly. The Board is authorized to draft appropriate terms of the agreement that would grant the liaison organization access to FIDO Alliance draft deliverables, meeting attendance rights, and even mailing list subscriptions as long as appropriate measures are taken to honor the IPR provisions of this Agreement.

4.4.5 Chairs, Vice Chairs, Scribes, and Editors

4.4.5.1 Working Group Chairs

Only representatives from Board Member organizations may serve as Working Group Chairs. The Chair of each Working Group is responsible for facilitating the effective collaboration of that Working Group, in compliance with the governance procedures of this Agreement, including calling meetings, presiding over meetings, and conducting deliberations in a collegial manner. In the absence of a Scribe, the Chair is responsible to either perform the duties of the Scribe or find a suitable volunteer to do so.

4.4.5.2 Working Group Vice Chairs

The Vice Chair supports the Chair and services the place of the Chair at any time the Chair is absent or unable or unwilling to act.

4.4.5.3 Working Group Scribes

The Scribe is responsible for maintaining the procedural records of the Working Group, in compliance with this Agreement and guidelines set forth by the Secretary.

4.4.5.4 Working Group Editors

The editor shall maintain any Specification, Requirements document, or Other Publications assigned to him or her by the Chair and in compliance with the provisions of this Agreement and any version control and change management procedures set forth by the Board. In the case of a Specification, the Editor may also be responsible for executing the submission to the IETF upon authorization by the Board.

4.4.5.5 Removal, Resignation and Vacancies within Working Groups

An appointed Chair, Vice Chair, Scribe or Editor shall automatically be removed if the Member terminates its membership in the FIDO Alliance -- in the case of a Chair, if a Chair downgrades from Board Member -- or if the representative ceases to be an employee of the Member.

Any Chair may resign at any time by giving written notice to the Board. Any Vice Chair, Editor, or Scribe may resign at any time by giving written notice to the Chair who appointed them. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
Any vacancy caused by the death, resignation, removal, disqualification or otherwise, of any officer or Chair shall be filled by the Board (or, in the case of a Vice Chair, Scribe or Editor, the Working Group Chair).

4.4.6 Withdrawal from a Working Group

Any Member shall be permitted to withdraw from a particular Working Group at any time by giving written notice of its intent to terminate its participation in such Working Group. Upon any such withdrawal, Sections 5 and 6 will survive such withdrawal with respect to Specifications developed by such Working Group, provided that the Signatory’s and its Related Entities’ promise under Section 6.2.1.1 shall only apply to those Specifications that were approved by the Board as an Implementation Draft Specification or a Proposed Standard Specification on or before the effective date of such withdrawal. If, after the Date, a Related Entity of the Signatory ceases to be Controlled by or under common Control with the Signatory, such Related Entity shall be permitted to withdraw from a particular Working Group at any time after the date on which such Related Entity ceases to be Controlled by or under common Control with the Signatory by giving written notice of its intent to terminate its participation in such Working Group. Upon any such withdrawal by a Related Entity, such Related Entity’s obligations under Sections 5 and 6 will survive such withdrawal with respect to Specifications developed by such Working Group, provided that the Related Entity’s promise under Section 6.2.1.1 shall only apply to those Specifications that were accepted by such Working Group as an Implementation Draft (or later) on or before the effective date of such withdrawal.

4.5 Controlling Documents

The governing documents of the conduct of the FIDO Alliance shall be, in order of supremacy, its Articles of Incorporation, its Bylaws, the most recent versions of this Agreement and any other Policy Document as approved by the Board and published on the Membership portion of the FIDO Alliance website.

Where the above documents do not specifically address an issue, then the most recently published version of Roberts Rules of Order shall be the controlling document.

5 Handling Confidential Information

5.1 General Principle

As a general principle, no Member wishes to receive from any other Member under this Agreement any information which the disclosing Member considers to be confidential; however, the Members do wish to allow the work of the FIDO Alliance to proceed in a constructive manner under conditions which promote candid and open discussions.

5.2 Degree of Care

Unless and until Confidential Information is made available to the public through the processes set forth herein or established by the Board, each Member (except the owner or authorized licensor) shall use the same degree of care and discretion it uses to avoid disclosure of its own confidential information to not disclose such Confidential Information to any entity or person.
who is not a Member engaged in the activities for which such Confidential Information was provided.

5.3 Term of Obligation

The obligation of confidentiality set forth in this Section 5 shall expire three (3) years from the date the Confidential Information is first disclosed to the Member, and shall not apply to any information which: (i) is or becomes publicly available other than by the Member’s breach of a duty; (ii) is rightfully received from a third party without any obligation of confidentiality; (iii) is rightfully known by the Member without any limitation on disclosure prior to its receipt; (iv) is independently developed by a Member or the FIDO Alliance without use of the Confidential Information; or (v) is released for disclosure by the Member with the disclosing party's written consent.

5.4 Not Prohibited Disclosures

Disclosure of Confidential Information is not prohibited if prior notice is given to its owner and if such disclosure is (a) compelled pursuant to a legal proceeding or (b) otherwise required by law; provided, however, that prior to disclosing Confidential Information the party proposing to make such disclosure shall first make a reasonable effort to obtain a protective order or to inform the owner of the Confidential Information in such time and manner as to allow it a reasonable opportunity to seek such an order.

5.5 Permitted Use

Each Member shall be free to use any ideas, concepts, know-how and techniques contained in Confidential Information disclosed to it, for any purpose in furtherance of the goals of the FIDO Alliance including, for example and without limitation, the development of commercial products or services intended for use in conjunction with compliant implementations of an Implementation Draft Specification or a Proposed Standard Specification in its entirety. It is understood that receipt of Confidential Information under this Agreement will not create any obligation in any way limiting or restricting the assignment and/or reassignment of any Member employees.

5.6 Residuals

Notwithstanding anything to the contrary herein, any Member shall be free to use the residuals of Confidential Information for any purpose including use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term “residuals” means that Confidential Information in nontangible form, which may be retained in the memories of individuals who have had rightful access to such Confidential Information under this provision of this Agreement and who do not recall at the time of such use that the information used was derived from the Confidential Information provided by another Member. It is understood that receipt of Confidential Information under this Agreement shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of a Member within Member’s organization. However, this Section 5.6 shall not be deemed to grant to any party a license under the other party’s copyrights or patents.
6 Intellectual Property Rights Policy

By executing this Agreement Signatory is agreeing to the following intellectual property rights, obligations and other terms of this Section 6 for all Deliverables developed within the FIDO Alliance subject to the withdrawal provisions specified hereafter.

6.1 Copyright Grant to FIDO Alliance

The Signatory grants to the FIDO Alliance and to each Participant a perpetual (for the duration of the applicable copyright), worldwide, non-exclusive, no-charge, royalty-free, copyright license, without any obligation for accounting to the Signatory, to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute, any FIDO Alliance Specification, Requirements document, or Other Publication to the full extent of the Signatory’s copyright interest in the Signatory’s Contribution to that Specification, Requirements document, or Other Publication. To the extent possible the FIDO Alliance shall own all copyright rights in all Deliverables and Policy Documents.

6.2 Patents

These Paragraphs 6.2 through 6.6.1 set forth the terms under which Bound Entities make certain patent rights available to: (i) each Participant for such Participant’s Working Group Permitted Uses of an Implementation Draft Specification or Proposed Standard Specification and (ii) the Public for Public Permitted Use.

6.2.1. Patent Non-Assert

6.2.1.1. The Promise

For each Working Group in which one or more Bound Entities participates, Signatory, on behalf of itself, all its Related Entities and its and their successors in interest and assigns, promises not to assert its or its Related Entity’s Granted Claims against any Participant in such Working Group for its Public Permitted Uses or Working Group Permitted Uses, subject to the terms and conditions of this Agreement. This is a personal promise directly from each Bound Entity to each Participant in such Working Group, and each Bound Entity represents to such Participant, and such Participant acknowledges as a condition of benefiting from it that no rights from such Bound Entity are received from suppliers, distributors, or otherwise in connection with this promise. These promises also apply to each Participant’s Public Permitted Uses and Working Group Permitted Uses of any other specifications incorporating all required portions of the Specification.

If the Signatory is not a Participant in a particular Working Group, the Signatory may elect to be bound by the promise set forth in this Section 6.2.1.1 with respect to such Working Group by providing written notice thereof to the Board, in which case (i) the Signatory, on behalf of itself, all its Related Entities and its and their successors in interest and assigns, promises not to assert its or its Related Entity’s Granted Claims against any Participant in such Working Group for its Working Group Permitted Uses, subject to the terms and conditions of this Agreement and (ii) the Signatory will be deemed a Participant in such Working Group solely for the purposes of this Section 6.2.
If the Signatory is not a Participant in a particular Working Group, unless the Signatory provides
the Board with written notice of its intent to withdraw from the FIDO Alliance within sixty (60)
days following the date that the Board gives notice to such Signatory’s patent legal counsel and
primary representative (both as specified in Section 12) that the Board has approved a particular
Proposed Standard Specification in accordance with Section 4.4.2.5, such Signatory shall be
bound by the promise set forth in this Section 6.2.1.1 with respect to only such Proposed Standard
Specification, in which case (i) the Signatory, on behalf of itself and all its Related Entities,
promises not to assert its or its Related Entity’s Granted Claims against any Public Permitted
Uses, subject to the terms and conditions of this Agreement and (ii) the Signatory will be deemed
a Participant in such Working Group solely for the purposes of this Section 6.2 as applicable
solely to such Proposed Standard Specification.

Once the Board has approved a Proposed Standard Specification, the Board may elect, by a Full
Supermajority Vote, to expand the scope of the beneficiaries of this promise to any party in the
world (whether or not such party is a Participant). In such case, the Signatory, on behalf of itself,
all its Related Entities and its and their successors in interest and assigns, irrevocably (except as
provided in Section 6.2.1.2.1 or other otherwise herein) promises not to assert its or its Related
Entity’s Granted Claims against any party in the world for its Public Permitted Uses, subject to
the terms and conditions of this Agreement.

6.2.1.2. Termination

6.2.1.2.1. As a Result of Claims by Promisee
All rights, grants, and promises made by Bound Entities to a particular Participant or, if the Board
has expanded the promise to any party in the world pursuant to 6.2.1.1, any party in the world
(each of the Bound Entities and each party to which the promise is expanded is designated as a
“Promisee” for purposes of this Section 6.2.1.2.1), under this Agreement are terminated and such
Promisee relinquishes any rights, grants, and promises such Promisee has received for the
Specification from each Bound Entity if such Promisee voluntarily files, maintains, or participates
in a lawsuit against any Bound Entity or Covered Third Party asserting that such Bound Entity’s
or Covered Third Party’s Public Permitted Uses or Working Group Permitted Uses infringe any
patent claims owned or controlled by such Promisee, unless that suit was in response to a
corresponding suit first brought against such Promisee.

6.2.1.2.2. As a Result of Claims by the Signatory or its Related Entities
If the Signatory or any of its Related Entities voluntarily files, maintains, or participates in a
lawsuit asserting that a Public Permitted Use or a Working Group Permitted Use infringes any
Granted Claims of the Signatory or its Related Entities or any claims that were withdrawn by the
Signatory pursuant to Section 6.6, then all rights, grants, and promises made by each Participant
in the Working Group associated with the Specification to the Signatory and its Related Entities
under this Agreement are terminated and the Signatory and its Related Entities relinquish any
rights, grants, and promises the Signatory and its Related Entities have received for the
Specification from each Participant, unless, with respect to a particular Participant, a) the
Signatory’s promise to such Participant was terminated pursuant to section 6.2.1.2.1, or b) that
suit was in response to a corresponding suit first brought by such Participant against the Signatory or any of its Related Entities or Covered Third Parties.

6.2.1.3. Additional Conditions
This promise is not an assurance (i) that any of Bound Entity’s copyrights or issued patent claims cover an implementation of a Specification or are valid or enforceable or (ii) that an implementation of a Specification would not infringe intellectual property rights of any third party. Notwithstanding the personal nature of Bound Entity’s promise, Bound Entity’s promise is intended to be binding on any future owner, assignee or exclusive licensee to whom has been given the right to enforce any Granted Claims against third parties, and Bound Entity will take such reasonable steps as Bound Entity can to make Bound Entity’s promise binding on such future owner, assignee or exclusive licensee.

6.2.1.4. Bankruptcy
Solely for purposes of Section 365(n) of Title 11, United States Bankruptcy Code and any equivalent law in any foreign jurisdiction, this promise will be treated as if it were a license and Participant may elect to retain Participant’s rights under this promise if Bound Entity (or any owner of any patents or patent applications referenced herein), as a debtor in possession, or a bankruptcy trustee, reject the non-assert under Section 6.2.1.1.

6.2.1.5 New Member Review Period
Any new member shall have 90 days from joining FIDO Alliance to review any non-publicly available Proposed Standard Specification and any Implementation Draft Specification which has been approved to become a Proposed Standard Specification by the Board and is within the 60 day notification period. Such new member may withdraw from FIDO Alliance within such 90 day period without being bound by the promise set forth in Section 6.2.1.1. Such new member shall also have 45 days from joining FIDO Alliance to withdraw Granted Claims under Section 6.6 for any Review Draft Specification that has not become an Implementation Draft Standard Specification and has been distributed for member IPR review under Section 6.6.1.

6.2.2. Commitment.
In addition to rights each Bound Entity grants in this Agreement, including without limitation in Paragraph 6.2.1.1, on behalf of itself and its successors in interest and assigns such Bound Entity agrees that if it transfers or assigns a patent containing a Granted Claim, it will do so only on condition that the future owner or assignee enters into a binding written agreement that binds such future owner or assignee to the terms of Section 6.2 and 6.4 with respect to the assigned patent.

6.2.3. Working Group License.
For each Working Group in which one or more Bound Entities participates, each Bound Entity, on behalf of itself and its successors in interest and assigns, grants to Participants in such Working Group a no charge, royalty free license to such Bound Entity’s Granted Claims, where such license applies only to those Granted Claims infringed by the implementation of a Working Draft Specification or Review Draft Specification associated with such Working Group, solely
for Participant’s assistance in the development of a) an Implementation Draft Specification or
Proposed Standard Specification associated with such Working Group or b) later
implementations of such Implementation Draft Specification or Proposed Standard
Specification, and subject to the terms and conditions of this Agreement. The license granted
pursuant to this Section 6.2.3 shall not include the right to import, sell or offer for sale any
implementation of a Specification.

6.3. No Other Rights.
Except as specifically set forth in this Agreement, no other express or implied patent, trademark,
copyright, or other property rights are granted under this Agreement, including by implication,
waiver, or estoppel.

6.4. Non-Circumvention.
Each Bound Entity agrees that such Bound Entity will not intentionally take or willfully assist
any third party to take any action for the purpose of circumventing such Bound Entity’s promises
and obligations under this Agreement.

6.5. Representations, Warranties and Disclaimers.
Each Bound Entity represents and warrants that such Bound Entity is legally entitled to grant the
rights and promises set forth in this Agreement. Signatory represents and warrants that it has the
authority to bind its Related Entities to this Agreement. ANY SPECIFICATION IS PROVIDED
“AS IS.” Except as stated herein, each Bound Entity expressly disclaim any warranties (express,
implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness
for a particular purpose, or title, related to a Specification. The entire risk as to implementing or
otherwise using a Specification is assumed by the implementer and user. IN NO EVENT WILL
ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM
OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY
CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO
THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT
(INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER
PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Nothing in this
Agreement requires any Bound Entity to undertake a patent search or enforce any Granted
Claims, in whole or in part.

6.6 Withdrawal of Granted Claims

6.6.1 Granted Claims Disclosure Notice
The distribution by the Secretary of a specific Review Draft Specification for review by all
Members shall commence an “IPR Review Period” which shall last for 45 days. During the IPR
Review Period, a Member may withdraw Granted Claims from the non-assert in Section 6.2.1
according to the following procedures, and with the following effects.

a. A Member withdrawing one or more Granted Claims from the non-assert in 6.2.1
shall notify the Board in writing (“Granted Claims Withdrawal Disclosure Notice” or
“GCWDN”) setting forth separately for each Granted Claim the Member is withdrawing:

Effective Date: October 7, 2015
i. that it (or its Related Entity) claims to be the sole owner of certain Granted Claims pertaining to such specific Review Draft Specification and that the notifying Member elects to withdraw such Granted Claims from the non-assert in Section 6.2.1;

and

ii. For each Granted Claim identified in the Granted Claims Withdrawal Disclosure Notice pertaining to such specific Review Draft Specification, the following information shall be provided:

(A) the title of the patent(s) or patent application(s);

(B) the countries in which the patent(s) or application(s) in which they are contained was issued or is pending;

(C) for each country identified in (B), the patent number for such patent (or serial number of such patent application, including an abstract of the patent application as filed if the patent application has not yet been published, where such serial number and patent application may be declared as Confidential Information of the withdrawing Member as described in Section 5 of this Agreement); and

(D) the relevant portion of such specific Review Draft Specification where the withdrawing Member believes an infringement would arise.

b. The Granted Claims Withdrawal Disclosure Notice shall be effective on the date it is received by the Board, provided that it contains the information required by this Agreement. If the Board does not receive a Granted Claims Withdrawal Disclosure Notice from a Member that contains all the information required by this Agreement prior to the expiration of the IPR Review Period, such Member’s Granted Claims will not be withdrawn from the non-assert set forth in Section 6.2.1.1.

c. The Board shall promptly evaluate any Granted Claims Withdrawal Disclosure Notice received hereunder. This evaluation may include soliciting advice from the relevant Working Group, legal counsel and/or other expert advisors. Based on such evaluation, the Board shall then give guidance to the Working Group in question as to how it should proceed, including whether it should modify the Review Draft as to which a Granted Claim was withdrawn.

d. If a Review Draft Specification is modified in response to a Granted Claims Withdrawal Disclosure Notice, then the Board will distribute the modified Review Draft Specification to all Members for another IP Review Period in accordance with this Section 6.6.1.

e. Except as provided in this Agreement, a Member cannot withdraw from the non-assert in Section 6.2.1 any of its Granted Claims that were relevant to a previously
circulated Review Draft Specification and that were not identified in a Granted Claims
Withdrawal Disclosure Notice during the applicable IPR Review Period for such Review
Draft Specification.

7 Withdrawal from Agreement

7.1 Voluntary Withdrawal
Any Member shall be permitted to withdraw from this Agreement at any time by giving written
notice to the Board of its intent to terminate its participation. If, after the Date, a Related Entity
of the Signatory ceases to be Controlled by or under common Control with the Signatory, such
Related Entity shall be permitted to withdraw from this Agreement at any time after the date on
which such Related Entity ceases to be Controlled by or under common Control with the
Signatory by giving written notice to the Board of its intent to terminate its participation. Such
voluntary withdrawal shall be effective upon receipt of the notice by the Board.

7.2 Termination
By a Full Supermajority Vote, the Board may terminate the Membership of any Member for its
material breach of its obligations hereunder where such breach is not cured within 30 days
following the Member’s receipt of notice of the breach. If the Board elects to dissolve the FIDO
Alliance in accordance with Section 3.1, this Agreement shall be terminated immediately.
Membership of a Member terminates upon a failure to initiate or renew membership by paying
dues on or before their due date, such termination to be effective thirty (30) days after a written
notification of delinquency is given personally, electronically mailed, or mailed to such Member
by the Secretary of the FIDO Alliance. A Member may avoid such termination by paying the
amount of delinquent dues within a thirty (30) day period following the Member’s receipt of the
written notification of delinquency. Further, the Board may toll this thirty (30) day period.

7.3 Effect of Termination
Upon any termination of this Agreement, Sections 5 and 6 will survive such termination and the
Signatory’s and its Related Entities’ promise under Section 6.2.1.1 shall only apply to those
Specifications that were approved as an Implementation Draft (or later) on or before the effective
date of such termination. Upon any withdrawal from this Agreement by a Related Entity of the
Signatory in accordance with Section 7.1, such Related Entity’s obligations under Sections 5 and
6 will survive such withdrawal, provided that the Related Entity’s promise under Section 6.2.1.1
shall only apply to those Specifications that were accepted as an Implementation Draft (or later)
on or before the effective date of such withdrawal. Notwithstanding the foregoing, if the Board
dissolves the FIDO Alliance pursuant to Section 3.1, the Signatory’s and its Related Entities’
promise under Section 6.2.1.1 shall only apply to those Specifications that were accepted as a
Proposed Standard Specification on or before the effective date of such dissolution.
8 Export Compliance

The Signatory represents and warrants that its Contributions to the Specification were developed in a compliance with all applicable export control regulations. The Signatory agrees that none of the Specifications, Requirements documents, or Other Publications, nor any direct product therefrom, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, as applicable to the Signatory, unless authorized by the appropriate authority. The Signatory agrees to comply strictly with all applicable export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required.

9 Membership Provisions

9.1 Determination, Rights and Obligations of Members

The FIDO Alliance shall have such classes of membership as set forth by Section 11. No Member shall hold more than one (1) membership in the FIDO Alliance. A Member and any of its Related Entities that are Members shall be deemed one (1) Member.

Among the benefits generally to be afforded to the Members are the right to attend meetings of the Members of the FIDO Alliance, access to Contributions; Deliverables, in draft or final form; and other documents as may be approved by the Board, and access to the general Member portions of the FIDO Alliance’s web site.

All Members must abide by the Bylaws of the FIDO Alliance, the Membership Agreement, and any policies, guidelines or procedures adopted by the Board.

9.2 Qualifications for Membership

The qualifications for membership in this FIDO Alliance are as follows:

Any organization supportive of the FIDO Alliance’s purposes and not otherwise prohibited by treaty, law or regulation from abiding by the terms of this Membership Agreement and who meets the membership criteria and pays the annual dues as set forth in the Schedule of Fees and Dues applicable to its membership classification, subject to provided payment terms.

9.3 Admission to Membership

Applicants qualified under Section 9.2, above, shall be admitted to membership upon affirmation of the Bylaws, the execution of a Membership Agreement and any relevant Attachments, payment of the applicable annual dues as set forth in the Schedule of Fees and Dues, and approval of the Board.

9.4 Fees and Dues

The annual dues payable to the FIDO Alliance by each class of Members shall be established and may be changed from time to time by resolution of the Board. Initial dues shall be due and payable upon the Member’s execution of the Membership Agreement and approval by the Board. Thereafter, yearly dues shall be due and payable as specified in the Schedule of Fees and Dues. If any Member is ninety (90) days delinquent in the payment of dues, such Member’s rights shall be deemed suspended upon written notice from the FIDO Alliance until all delinquent dues are paid.
9.5 Number of Members

There is no limit on the number of Members the FIDO Alliance may admit. The Board may, however, in its sole discretion limit the number of Board Members and Sponsor Members so long as such limitations are not imposed for the purpose of excluding otherwise qualified applicants for such membership classification.

9.6 Membership Roll

The FIDO Alliance shall keep a membership roll containing the name and address, including electronic mail addresses, of each Member, the date upon which the applicant became a Member, and the name of one (1) individual from each Member FIDO Alliance who shall serve as a primary contact for the FIDO Alliance, receive all correspondence and information, and vote on all issues submitted to a vote of the Members. Termination of the membership of any Member shall be recorded in the roll, together with the date of termination of such membership.

9.7 Nontransferability of Memberships

A Member may not transfer, assign or sublicense any of its rights or obligations under the Bylaws or this Membership Agreement without the prior written approval of the Board, unless otherwise permitted in the Membership Agreement. A third party further may not assume any of a Member’s rights or obligations under the Bylaws or this Membership Agreement incident to a change of Control of Member, without the written consent of the Board. Any attempted transfer by a Member in violation of this Section shall be null and void.

10 Meetings of Members

10.1 All Member Meeting(s)

There shall be at least one meeting of the Members per calendar year. All Board and Sponsor Members shall be invited to attend every All Member Meeting. Associate Members may attend any one All Member Meeting of their choosing. All Members who attend an All Member Meeting may be full participants in any plenary sessions of that meeting, but shall only be permitted observer attendance rights in any Working Group sessions of that meeting wherein they are not Participants.

10.2 Place of Meetings

Meetings of Members shall be designated from time to time by resolution of the Board, which resolution shall specify the meeting place and time. At the discretion of the Board, meetings may be held in person or by any combination of audio, teleconferencing, or videoconferencing techniques.

10.3 Notice Of Meetings

Unless otherwise provided by the Bylaws, this Membership Agreement or provisions of law, notice stating the place, day and hour of the Members’ meeting shall be provided not less than thirty (30) days in advance thereof.

The primary means for the provision of notice shall be via electronic mail to the Member at the electronic mail address as it appears on the records of the FIDO Alliance.

Whenever any notice of a meeting is required to be given to any Member of this FIDO Alliance under the Bylaws or this Membership Agreement, a waiver of notice in writing signed by the
1000 Member, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

1002 **10.4 Member Action**
1003 All Member actions and decisions shall be advisory in nature only and shall not be binding upon the Board. Each Member shall have one (1) vote on each matter submitted to a vote by the Members.

1006 **10.5 Member Action at Meetings**
1007 Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by audio, videoconferencing or teleconferencing techniques, unless otherwise required. Written confirmation of any and all ballot results shall be maintained with the FIDO Alliance’s minutes.

1009 **10.6 Action by Written Ballot**
1010 Except as otherwise provided under the Bylaws, Membership Agreement or provisions of law, any action which may be taken at any meeting of Members may be taken without a meeting or in conjunction with a meeting if the FIDO Alliance distributes a written ballot to each Member entitled to a vote. Ballots shall be mailed or delivered in the same manner required for giving notice of membership meetings as specified in the Bylaws or this Membership Agreement.

1015 **10.7 Conduct of Meetings**
1016 Meetings of Members shall be presided over by the Executive Director of the FIDO Alliance or, in his or her absence by a Board Member designated by the Board. The Secretary of the FIDO Alliance shall act as Secretary of all meetings of Members. In the absence of the Secretary, the presiding officer shall appoint another person to act as Secretary for that meeting.
1020 Meetings shall be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with the Bylaws, this Membership Agreement or with provisions of law.

1024 **11 Membership Classifications**

1025 **11.1 Board Member**
1026 The FIDO Alliance shall have Board Members. A Board Member must be a corporation, partnership, joint venture, trust, limited liability company, business association, governmental entity or other entity. All Board Members must execute a Membership Agreement and any relevant Attachments thereto and pay the fees called for in the Schedule of Fees and Dues. Once approved by the Board, all Board Members shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Board Members shall be granted the specific additional rights stated in this Section 11.1 and shall be subject to the obligations stated in the Membership Agreement and any relevant Attachments thereto.
1034 Among other benefits specifically afforded to Board Members who remain in Good Standing are:
1035 (1) to be a member qualified to designate persons as Delegates;
1036 (2) to be listed (with a hyperlink to the Board Member’s web site) as a Board Member on the FIDO Alliance’s web site;
1038 (3) to access any and all portions of the FIDO Alliance’s web site and any electronic transmissions therefrom via mailing list. This right includes access to any “Board Members only”, “Sponsors only” and “Members only” discussion groups and the FIDO Alliance’s mailing list.
lists (subject to any privacy policy that the FIDO Alliance may adopt);  
(4) to access “Members only” information, including but not limited to all Contributions; all  
Specifications, Requirements and Other Publications, in draft or final form; and internal working  
documents of Working Groups on which the Board Member serves;  
(5) to serve as chair of any Working Group subject to any procedures for that Working Group;  
(6) to participate in the activities of any Working Group subject to any procedures for that  
Working Group;  
(8) to obtain technical support if such technical support is provided by the FIDO Alliance;  
(9) subject to procedures of the Board, to review and comment on Deliverables of the FIDO  
Alliance prior to their adoption by the FIDO Alliance;  
(10) to have the preferential right of first refusal (prior to Sponsors and Associates) to actively  
participate in the FIDO Alliance’s marketing and promotional activities at trade shows and other  
industry events;  
In addition to the foregoing, the Board may from time to time approve other benefits to which all  
Board Members may be entitled.

11.2 Sponsor Member

The FIDO Alliance shall have Sponsor Members. Admission as a Sponsor Member shall be open  
to any corporation, partnership, joint venture, trust, limited liability company, business  
association, governmental entity or other entity. All Sponsor Members must execute a  
Membership Agreement and any relevant Attachments and pay the fees called for in the Schedule  
of Fees and Dues for Sponsor Members. Once approved by the Board, all Sponsor Members  
shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all  
Members. In addition, Sponsor Members shall be subject to the obligations stated in the  
Membership Agreement and any relevant Attachments thereto.

Among other benefits specifically afforded to Sponsor Members who remain in Good Standing  
are:

(1) to be listed as a Sponsor Member on the FIDO Alliance’s web site;  
(2) to access the FIDO Alliance’s web site and any electronic transmissions therefrom via mailing  
list. This right includes access to any “Sponsor only” and “Members only” discussion groups and  
the FIDO Alliance’s mailing lists (subject to any privacy policy that the FIDO Alliance may  
adopt);  
(3) to access “Members only” information, including all Specifications, in Review Draft and  
above form; Requirements in Review Draft form; Other Publications in draft or final form; and  
internal working documents of the Working Groups on which the Sponsor serves;  
(4) to participate in the activities any Working Groups subject to procedures for that Working  
Group;  
(6) to receive technical support when such services are provided by the FIDO Alliance; and  
(7) subject to procedures of the Board, to review and comment on Deliverables of the FIDO  
Alliance prior to their adoption by the FIDO Alliance.

In addition to the foregoing, the Board may from time to time approve other benefits to which all  
Sponsor Members may be entitled.

11.3 Associate Member

The FIDO Alliance shall have Associates. Admission as an Associate shall be open to any  
corporation, partnership, joint venture, trust, limited liability company, business association,  
governmental entity or other entity. All Associates must execute a Membership Agreement and  
any relevant Attachments thereto and pay the fees called for in the Schedule of Fees and Dues for
Associates. Once approved by the Board, all Associates shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Associates shall be subject to the obligations stated in the Membership Agreement and any relevant Attachments thereto.

Among other benefits specifically afforded to Associates who remain in Good Standing are:

1. to be listed as a Member on the FIDO Alliance’s web site;
2. to access the FIDO Alliance’s web site and any electronic transmissions therefrom via mailing list. This right includes access to the “Members only” discussion groups and the FIDO Alliance’s mailing lists (subject to any privacy policy that the FIDO Alliance may adopt);
3. to access “Members only” information, including all Specifications in Review Draft or above form;
4. upon invitation from a Working Group Chair, to participate in the activities any Working Groups subject to procedures for that Working Group and without the right to vote on any Working Group matters; and
5. attend any one All Member Meeting per calendar year, of their choosing, subject to registration fees.

In addition to the foregoing, the Board may from time to time approve other benefits to which all Associates may be entitled.

11.4 Government Member

11.4.1 Rights and Benefits

The FIDO Alliance shall have Government Members. Admission as a Government Member shall be open to only agencies, instrumentalities or departments of the federal or national government of the country of the agency, instrumentality or department. All Government Members must execute a Membership Agreement and any relevant Attachments and pay the fees called for in the Schedule of Fees and Dues for Government Members. Once approved by the Board, all Government Members shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Government Members shall be subject to the obligations stated in the Membership Agreement and any relevant Attachments thereto.

Among other benefits specifically afforded to Government Members who remain in Good Standing are:

1. to be listed as a Government Member on the FIDO Alliance’s web site;
2. to access the FIDO Alliance’s web site and any electronic transmissions therefrom via mailing list. This right includes access to any “Sponsor Only,” “Government only” and “Members only” discussion groups and the FIDO Alliance’s mailing lists (subject to any privacy policy that the FIDO Alliance may adopt);
3. to access “Members only” information, including all Specifications, in Review Draft and above form; Requirements in Review Draft form; Other Publications in draft or final form; and internal working documents of the Working Groups on which the Government Member serves;
4. to participate in the activities any Working Groups subject to procedures for that Working Group but without the right to vote on any Working Group matters;
5. to attend and participate in certification testing conducted by the FIDO Alliance;
6. to receive technical support when such services are provided by the FIDO Alliance; and
7. subject to procedures of the Board, to review and comment on Deliverables of the FIDO Alliance prior to their adoption by the FIDO Alliance.
In addition to the foregoing, the Board may from time to time approve other benefits to which all
Government Members may be entitled.

**11.4.2 Changed Agreement Terms**

For Government Members the following terms apply, notwithstanding any conflicting term in this
Membership Agreement. Section 3.4 is overridden so that the federal or national laws of the
Government Member’s country shall govern and be used to interpret this Membership Agreement
and any provisions of the Agreement that are inconsistent with the federal or national laws of the
Government Member’s country shall not apply. Section 3.5 is overridden so that mediation may
not be demanded and that any dispute, including judicial proceedings, will be resolved at a
mutually agreeable venue. With regard to Section 3.7, any use of the Government Member’s
name shall not appear to be an endorsement of any product or service and any use of the
Government Member’s logo shall only be done according to a separate written agreement
between the Government Member and FIDO. With regard to Section 6.1, it is understood that
works of the Government Member may be subject to relevant federal or national law so that the
works may not be subject to copyright protection and therefore there is nothing to grant under
Section 6.1. Equally, if the federal or national laws of the Government Member's country make
provision for copyright protection for government-originated material, the licensing arrangements
pertaining in that country for such material shall apply. With regard to Sections 6.5 and 8, the
representations made therein are good faith representations and the warranties made therein are
changed to good faith representations.
12 Membership Information, Signature & Pre-Requisites

12.1 Membership Contact Information & Representation

__________________________
(MEMBER Name)

__________________________
(Primary Representative Name and email address)

__________________________
(Patent legal counsel for Member and postal address)

Desired Membership Level:

☐ Associate (fewer than 100 employees)

☐ Associate (greater than 100 employees)

☐ Sponsor

☐ Government

__________________________
(Mailing Address)

__________________________
(Billing Contact name and email address )
12.2 Signing Instructions.

On Behalf of Signatory applying for Membership:

Corporate/Entity. If you are signing this Agreement on behalf of a corporation, employer, partnership, or similar legal entity, ensure that an authorized individual signs this Agreement and identifies the entity that will be granting rights under this Agreement as the Signatory.

__________________________________________________
(Signatory Name Typed or Printed)

By: _______________________________________________
(Authorized Signature)

_______________________________________________
(Print Name of person signing above)

Date signed: ________________________________

On Behalf of FIDO Alliance

By: _______________________________________________
(Authorized Signature)

_______________________________________________
(Print Name of person signing above)

Date signed: ________________________________
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