

**SAFECode MEMBERSHIP AGREEMENT**

**MEMBERSHIP CLASS**

**ANNUAL MEMBERSHIP FEE**

         **MEMBER**

**US\$    \$10,000**

This SAFECode Membership Agreement (the “**Membership Agreement**”) is entered into by and between Software Assurance Forum for Excellence in Code (“**SAFECode**”) and the entity signing below (“**Applicant Company**”, who, upon execution of this Membership Agreement by SAFECode may also be referred to as “**Member**”) for itself and on behalf of Applicant Company’s Authorized Affiliates (as listed in Exhibit A and as may be modified from time to time by the written agreement of SAFECode and Member), and is effective as of the date executed by SAFECode (the “**Effective Date**”). This Membership Agreement also includes the terms and conditions of the following documents, as may be amended or supplemented by SAFECode from time to time in accordance with the Bylaws, and all of which are incorporated herein by reference (collectively, the “**Organizational Documents**”, which are available for review upon request to SAFECode or on the SAFECode website at :

- the Bylaws of SAFECode (the “**Bylaws**”);
- the SAFECode Certificate of Incorporation;
- any other policies and procedures that the Membership Council of SAFECode adopts that are applicable to Membership in SAFECode.

Capitalized terms not otherwise defined herein shall have the meaning provided in the Organizational Documents.

In addition, Applicant Company hereby agrees to the following terms and conditions.

1. **Membership Fees.** The term of Membership in SAFECode be for one (1) year, expiring on the one-year anniversary of the Effective Date. Unless terminated by Member with thirty (30) days written notice to SAFECode of Member’s intent to not renew, or otherwise terminated pursuant to the applicable provisions of the Organizational Documents, this Membership Agreement shall automatically renew on an annual basis on each subsequent anniversary of the Effective Date. SAFECode will invoice the then-current membership renewal fee to Member ninety (90) days prior to the annual Renewal Date, which will be due and payable no later than the annual Renewal Date, and Member’s payment thereof shall constitute a renewal of membership in SAFECode.
2. **Non-Payment of Fees.** Failure to make a timely renewal payment of the Membership Fee shall be cause for termination of this Membership Agreement, including all benefits afforded membership, as provided in the SAFECode Bylaws. Member agrees that, once paid, all Membership Fees are nonrefundable for any reason, including termination of this Membership Agreement. There is no duty of either SAFECode or Member to renew this Membership Agreement and renewal may only be accomplished as set forth herein.
3. **Intellectual Property.** Member acknowledges and agrees Member and Member’s Authorized Affiliates are subject to certain intellectual property obligations to as provided in the Bylaws as may be amended by SAFECode from time to time, and such obligations are incorporated herein by reference and made party of this Membership Agreement.
4. **Confidentiality.** The disclosure, handling, and treatment of confidential information in the activities

of SAFECode shall be as provided in the Bylaws, as may be amended by SAFECode from time to time and the SAFECode Member Confidentiality and Non-Disclosure Agreement (the “SAFECode NDA”) executed by Member. This Membership Agreement shall not be effective if Member has not executed, or is otherwise not subject to, the SAFECode NDA.

5. Name and Logo. Member hereby grants to SAFECode the right to reproduce, use, and display Member’s company name and logo on the SAFECode website and in press or other public collateral solely regarding Member’s membership in SAFECode and for no other purpose, including not for use in a manner which would state, imply, or suggest an endorsement of any particular SAFECode action or position, without Member’s prior approval in writing; provided that, SAFECode will make reasonable efforts to use and display logo of Member pursuant to logo guidelines of Member which are provided to SAFECode in writing, or pursuant to requests provided in writing by Member. Member shall provide SAFECode with suitable logo artwork within thirty (30) days of the Effective Date.

SAFECode hereby grants to Member the right to reproduce, use, and display SAFECode’s name and logo on Member’s website and in press or other public collateral solely regarding Member’s membership in SAFECode and for no other purpose without SAFECode’s prior approval in writing; provided that, Member will make reasonable efforts to use and display logo of SAFECode pursuant to logo guidelines of SAFECode which are provided to Member in writing, or pursuant to requests provided in writing by SAFECode. SAFECode shall provide Member with suitable logo artwork within thirty (30) days of a written request by Member.

6. Dispute Resolution. Any claim or dispute arising from or relating to this Membership Agreement (a “Dispute”) shall be governed by the internal substantive laws of the District of Columbia, without regard to principles of conflict of laws. Any Dispute shall be finally settled in the state or federal courts of the District of Columbia, and the parties hereby consent to the jurisdiction of such courts.

7. Limitation of Liability. Neither party shall be liable to the other for any indirect, punitive, exemplary, multiple, or similar damages with respect to any Dispute.

8. General. This Membership Agreement, including the Organizational Documents, represents the entire agreement of the parties regarding Member’s membership in SAFECode. This Membership Agreement may not be modified except by written agreement of the parties. If any provision of this Membership Agreement is found by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect. This Membership Agreement is between Applicant Company/Member and SAFECode and is not intended to give rise to third-party beneficiary rights to any other party, including to other members of SAFECode. Member shall be fully responsible for the conduct of its Authorized Affiliates under this Membership Agreement as if such conduct were Member’s own.

This Membership Agreement is effective upon (i) execution of this Membership Agreement by an authorized representative of SAFECode, and (ii) receipt by SAFECode of the initial Membership Fee associated with the Member Class selected above. By signing below, the individual executing this Membership Agreement on behalf of Applicant Company represents and warrants that he or she has all requisite signing authority for and on behalf of Applicant Company to seek Membership in SAFECode and execute this Membership Agreement.

**COMPANY CONTACT AND SIGNATURE**

<b>Company Name:</b> _____
<b>Primary Contact Name:</b> _____
<b>Title of Primary Contact:</b> _____
<b>Address:</b> _____ _____ _____ _____
<b>Telephone:</b> _____
<b>E-mail:</b> _____ <b>Web Page URL:</b> _____

**Mail payment along with this completed form to the address shown at right.**

Payments may be made by check or wire transfer payable to the order of:

SAFECODE

**Wire Transfer information to be provided upon request**

**SAFECODE c/o Virtual Inc.  
Attn: SAFECODE Administration  
401 Edgewater Place, Suite 600  
Wakefield, MA 01880**

Applicant Company may attach to, or transmit together with, this Membership Agreement a company logo for use by SAFECODE as authorized herein.

**Acceptance:**

This Membership Agreement is agreed by the parties as of the Effective Date: \_\_\_\_\_

**Applicant Authorized Signatory:**

\_\_\_\_\_  
(Print Organization Name)  
(Applicant Company or Member)

By: \_\_\_\_\_  
(signature)

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

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

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

**Accepted:**

Software Assurance Forum for  
Excellence in Code  
a District of Columbia Nonprofit Corporation

By: \_\_\_\_\_  
(signature)

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

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

Date: \_\_\_\_\_  
(the Effective Date)

**EXHIBIT A**  
**AUTHORIZED AFFILIATES**

- Company name: \_\_\_\_\_
- Company name: \_\_\_\_\_
- Company name: \_\_\_\_\_