

Membership Agreement for Metaverse Standards Forum, Inc.

This Metaverse Standards Forum Membership Agreement (“**Agreement**”) by and between the Metaverse Standards Forum, Inc. (the “**Forum**”), a Delaware Corporation, and the signing party on the signature page (“**Signatory**”), is effective as of the later of the (i) last of the dates on the signature page below, (ii) date of receipt of any applicable membership fees if applicable, and (iii) acceptance of membership by the Forum (“**Effective Date**”) when Signatory’s membership rights and responsibilities as defined herein shall commence.

Mission

The Forum’s purpose is to enable and promote cooperation and coordination over metaverse-related standards activities. The Forum does not itself create standards, and Forum participation creates no patent licensing obligations. Members are enabled to participate in Forum meetings. Forum Activities are non-confidential, and all deliverables are freely and publicly distributed.

1. Definitions

“**Board**” means the Board of Directors of the Forum.

“**Contribution**” means written information submitted to the Forum for the purpose of consideration and inclusion in a Deliverable.

“**Deliverable**” means a work produced and approved by the Forum.

“**Executive Director**” means the Executive Director of the Forum.

“**Marks**” means any trademark, trade name, or similar rights the Forum may have now or may obtain in the future in the name ‘The Metaverse Standards Forum’, the names of Deliverables, and any other marks obtained by the Forum in the future.

“**Member**” means an organization that is party to an effective Metaverse Standards Forum Membership Agreement and whose membership has not been withdrawn or terminated and has selected a class of membership on the signature page below, provided that a Member that has been suspended may not be entitled to exercise any rights of membership during the continuation of such suspension at the Forum’s discretion.

“**Policy**” means a policy or other rules adopted by the Board and communicated to the Members.

“**Subsidiary**” means any organization that is directly or indirectly controlled by Signatory. For purposes of this definition, control means direct or indirect ownership of or the right to exercise authority over (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of an entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for such entity.

2. Purpose and Scope

Signatory hereby agrees to become a Member of the Forum and to conform to all of the applicable terms and conditions set forth in this Agreement and the Forum Bylaws and such policies as the Board may from time to time adopt which are incorporated herein and made a part hereof.

3. Membership and Dues

3.1 Payment of Dues

Dues payable shall be according to the current dues schedule for each membership class as determined and published by the Forum. The Forum may change the dues schedule at any time in its sole discretion. Dues shall cover a twelve (12) month period from the Effective Date and dues for renewal shall be payable each successive year on that same anniversary date to maintain membership by Signatory. If Signatory is delinquent in the payment of dues, membership rights, including all voting rights (if any), shall be deemed suspended upon written notice from the Forum and shall remain suspended until all delinquent dues are paid or the Member is terminated. No refund of dues shall apply in the event of termination, suspension, or withdrawal of membership.

3.2 Membership Confirmation

If Signatory's membership class does not require payment of dues, or if Signatory's dues requirement has been waived by the Forum, the Forum shall request confirmation that Signatory wishes to maintain membership for a twelve (12) month period on each anniversary of the Effective Date. If such confirmation is not received within a reasonable period, membership rights, including all voting rights (if any), shall be deemed suspended upon written notice from the Forum and shall remain suspended until such confirmation is received or the Member is terminated.

3.3 Public Reference to Forum Membership

Signatory may publicly reference its participation and membership status.

3.4 Change of Dues Payment Date

The Forum and Signatory may mutually agree to bring forward the date that dues are payable by Signatory together with a one-time, pro-rated reduction in payable dues based on the number of months the due date is brought forward.

3.5 Change of Membership Class

Signatory may apply to change membership class by signing and checking the appropriate box on the signature page below and forwarding to the Executive Director at any time during Signatory's membership to be processed as per section 3.1. If applicable, the change of class shall commence on receipt of dues. No refund of dues shall apply in the event of a change of membership class.

3.6 Term of Membership

Signatory's membership in the Forum may, at Signatory's discretion, continue for as long as the Forum remains active, unless terminated pursuant to section 3.7 or 3.8 below; upon termination of membership of any particular Member pursuant to section 3.7 or 3.8 below, this Agreement shall be considered terminated with respect to that Member save as provided below in section 3.7.

3.7 Termination through Insolvency

This Agreement shall terminate immediately if Licensee: becomes insolvent; has a receiver appointed for it or its property; or commences voluntary or involuntary bankruptcy proceedings (in the event of an involuntary filing, provided such proceeding has not been vacated or set aside within sixty (60) days of commencement).

3.8 Non-Voluntary Termination of Membership

In the event of (a) a material default or breach of this Agreement by Signatory, if Signatory does not cure such default or breach within thirty (30) days after its receipt of written notice thereof from the Executive Director, or (b) any violation by Signatory of applicable law in connection with its participation in the Forum, such Signatory's membership in the Forum may be terminated at any time thereafter as set forth in the Bylaws.

3.9 Withdrawal of Membership

Signatory may withdraw from the Forum and discontinue its membership in the Forum at any time by providing written notice thereof to the Executive Director. Such resignation and withdrawal are effective on the date such notice is received by the Executive Director or upon such other date as the Signatory may specify in the notice.

3.10 Obligations on Withdrawal or Termination

After Signatory's membership in the Forum has discontinued, Signatory shall have no further obligations under this Agreement; provided that (a) any obligation to pay unpaid dues, (b) all rights and licenses granted by Signatory, and (c) confidentiality obligations; shall survive. All rights and licenses granted to Signatory in its capacity as a Member of the Forum shall survive Signatory's departure from the Forum.

3.11 Costs and Expenses

Signatory will be responsible for its own costs and expenses incurred in matters and activities arising out of this Agreement.

4. Disclosures

4.1 Member Disclosures Non-Confidential

All information disclosed by any Member during any meeting or activity of the Forum shall be deemed to have been disclosed on a non-confidential basis, and no participant in a Forum activity shall have any obligation to protect the confidentiality of such information.

4.2 Forum Proprietary Information

Nothing shall prohibit the Forum from restricting access to certain Forum proprietary information such as Forum financial information, personnel data, and the like.

4.3 Export Control Compliance

Signatory shall make no disclosure at any time during Forum-related activities of any information in violation of applicable export control or other laws or regulations.

5. Intellectual Property Rights Policy

5.1 Signatory Name and Logo

Signatory grants a limited, revocable license permitting its company name and logo to be included in Deliverables and Forum promotional materials solely for purposes of indicating participation and for attribution. The Forum shall make reasonable efforts to ensure that all such use will comply with any written guidelines provided by the respective trademark owner. All goodwill associated with such use will accrue to the benefit of the trademark owner. Signatory may select on the signature page to include just its company name and not its company logo in the above license.

5.2 Copyright License

Signatory grants a worldwide, irrevocable, non-exclusive, royalty-free license to its Contributions to permit the Forum to (a) create Deliverables as derivative works, (b) own the copyright in such derivative

works subject to the rights of the Signatory with respect to its Contribution, and (c) reproduce, distribute, display, and perform Contributions and Deliverables under an appropriate Creative Commons license or other license approved by the Board. If moral rights apply to a Contribution, to the maximum extent permitted by law, the party waives and agrees not to assert such moral rights against the parties.

5.3 No Patent Licenses

Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent whether or not the exercise of any right granted herein necessarily employs an invention protected by any existing patent or later issued patent; the same applies analogously to rights under any patent application, utility model or any other intellectual property rights available for the protection of technical inventions.

6. Trademarks

6.1 Use of Trademarks

Signatory agrees that it will only use the Marks to promote its membership and label and promote Deliverables as permitted by the Forum, and to comply with any trademark usage guidelines that the Forum may issue from time to time, including restrictions on use of the Marks.

6.2 No Obligation to Use Marks

Signatory is not obligated to use any of the Marks on any product, advertising, or on any other material.

6.3 Respect for Forum Marks

Signatory will not use or adopt any trademarks for any product, service or specification that violates the Forum's rights in the Marks.

7. General

7.1 Membership Organizations

If Signatory is a membership organization, the rights and obligations under this Agreement do not extend to any members of Signatory, but Signatory may designate individuals from its members to represent it.

7.2 Subsidiaries

A Subsidiary has all of the rights and obligations of the Signatory under this Agreement for as long as the applicable Signatory remains a Member. All the terms set forth in this Agreement will apply to a Signatory's Subsidiaries. If an entity ceases to be a Subsidiary of a Signatory Member, or the Signatory associated with such entity ceases to be a Member, such entity's rights under this Agreement will terminate immediately. Signatory will be responsible and liable for the actions of any Subsidiary in connection with this Agreement.

7.3 Assignment

Neither this Agreement nor any rights or obligations under this Agreement, in whole or in part, are assignable or otherwise transferable by the Signatory without prior written approval of the Forum, except as otherwise expressly provided in the Bylaws. All membership rights cease upon Signatory's dissolution.

7.4 No Other Rights

No license, rights, or title in or to any software or any intellectual property are provided hereunder, either expressly or by implication, estoppel or otherwise, except as expressly provided in this Agreement.

7.5 No Agency

The parties hereto are independent parties, and nothing herein shall be construed to create an agency, joint venture, partnership, or other form of business association between the parties hereto.

7.6 Legal Notices

Any notices under this Agreement shall be sent by: (a) registered mail; (b) tracked overnight carrier or (c) email transmission where the recipient specifically replies to acknowledge receipt.

7.7 Governing Law

This Agreement shall be governed by and interpreted in accordance with the General Corporation Law of Delaware, and any dispute under this Agreement shall be brought exclusively in a state or federal court in Delaware.

7.8 Complete Agreement

This Agreement, the Bylaws and all Policies from time to time in force constitute the complete and exclusive statement of the agreement between the parties, and supersedes all previous agreements, proposals, oral or written, and all other communications or understandings between the parties relating to the subject matter of this Agreement. Each party acknowledges that it has not relied upon any representation or statement not contained herein. This Agreement, the Bylaws and the Policies shall not be modified, except that changes adopted in accordance with the voting Policies of the Forum are effective as to all Members upon such adoption.

7.9 No Warranty

All parties acknowledge that all information provided under this Agreement, including Contributions, are provided "AS IS" WITH NO WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OR CONDITION OF MERCHANTABILITY, SECURITY, SATISFACTORY QUALITY, NONINFRINGEMENT (INCLUDING NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS), FITNESS FOR ANY PARTICULAR PURPOSE, ERROR-FREE OPERATION, OR ANY WARRANTY OR CONDITION OTHERWISE ARISING OUT OF ANY PROPOSAL, CONTRIBUTION, SPECIFICATION, OR SAMPLE.

7.10 Limitation of Liability

IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY, CONDITION OR OTHERWISE, ARISING IN ANY WAY IN RELATION TO THIS OR ANY OTHER RELATED DOCUMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

7.11 Employees and Contractors

Signatory shall ensure that its employees and contractors while conducting the Forum business on behalf of the Member, shall conform to all terms, conditions, and obligations in this Agreement, the Bylaws, and the Policies.

7.12 Authority to Sign

The person signing on behalf of Signatory hereby represents and warrants that they have the appropriate authorization to bind the Signatory in this Agreement.



Metaverse Standards Forum, Inc. Membership Agreement Signature Page

Metaverse Standards Forum Inc. 9450 SW Gemini Drive #16821 Beaverton, OR 97008, USA	_____
	Signatory

	Street address of Signatory

	City, State, ZIP, Country of Signatory

	Email of Signatory signer
_____	_____
Authorized signature on behalf of the Forum	Authorized signature on behalf of Signatory
_____	_____
Printed name of Forum signer	Printed name of Signatory signer
_____	_____
Title of Forum signer	Title of Signatory signer
_____	_____
Date of signature	Date of signature

Membership Class (select one): Principal Participant

Organization Size (select one): Micro Small Medium Large

For Micro organizations, please include number of employees: _____

Apply for designation as: COPP Accredited Academic Institution

Apply for Principal Fee Waiver: COPP Non-profit Organization

Use just Signatory's name and NOT the Signatory's logo on Forum materials:

Are any Subsidiary or Parent companies already Members? _____