

MEMBERSHIP AGREEMENT

By the signature of its authorized representative below, Applicant, including its Affiliates (as defined in the Bylaws), agrees to be bound by the terms hereof as well as the terms and conditions stated in the Articles of Incorporation, Bylaws, and Intellectual Property Rights Policy (collectively, the "**Organizational Documents**") of the City Protocol Society (the "**Society**") as may apply to the below selected membership classification as stated in such Bylaws. Applicant is encouraged to review these materials prior to the execution of this Agreement.

Membership Classification (select one):

- City or Regional Body related to City Government (Population: _____)
- Commerical Organization (Total Revenue: _____)
- Academic and/or Research Institution
- Foundation with endowment funds
- Nonprofit Organization (other than foundations with endowment funds)

No Membership is binding on the Society until payment of the annual membership fee* applicable to the candidate institution is received and upon acceptance by the Society. The applicable annual membership fee schedule and member benefits shall reside on the Society website (<http://www.cityprotocol.org/member.html>). Membership in the Society is limited pursuant to Article 2 of the Society Bylaws. By signing below, the individual executing this Agreement on behalf of Applicant warrants that he or she has all requisite signing authority for and on behalf of the entity seeking participation.

The term of participation shall be on a year-to-year basis, expiring on the 365th day from the date of acceptance of this application. The Society will invoice the then-current renewal fee to Members ninety (90) days prior to the expiration of the pending term and a Member's payment thereof shall constitute a renewal of participation as a Member. Failure to make a timely renewal payment shall be cause for suspension and termination of participation and member benefits. The undersigned agrees that, once accepted, all participation fees are nonrefundable for any reason, including termination of participation. There is no duty to renew any participation and renewal may only be accomplished as set forth above.

Company Name: _____	Date: _____
Contact Name: _____ (Name/Title)	
Company Address: _____ _____	
Telephone Number: _____	Fax Number: _____ (Please Include Country Code where appropriate)
Email Address: _____	Web Page URL: _____
Signature: _____	Date: _____
Name/Title: _____	_____

* CPS will invoice applicant for annual membership fees. Payments may be made by check, draft or money order payable to the order of the "City Protocol Society." For credit card processing, email help@cityprotocol.org for instructions.

Agreement to Allow Use of Your Company Name and Mark. Upon acceptance of this Agreement by the Society, the Society shall be permitted to use Applicant's organization name (or trade name) and trademark(s) and logos solely for the purpose of promoting and marketing the fact that Applicant is a Member of the Society. Any use other than publicizing membership shall require explicit consent from the Society.

Survival. Upon termination of this Agreement for any reason, any and all provisions of this Agreement or any obligations set forth in the Organizational Documents which by their nature would remain executory after the termination of this Agreement, shall survive such termination in full force and effect. This survival shall include, but not be limited to any obligations of confidentiality, limitation of liability and commitment to grant a license.

Assignment. The Member may not transfer, assign, sublicense or otherwise delegate any of its rights or obligations under this Agreement without due prior written consent of the Society except in connection with the transfer of its Membership in the Society as provided in the Bylaws, which consent shall not be unreasonably withheld. Any attempt to assign, transfer or otherwise delegate any of the rights, duties, or obligations under this Agreement without the prior written consent of the Society shall be void. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' permitted assigns and successors.

Waiver of Warranties. ALL MATERIAL, INFORMATION, AND LICENSES PROVIDED TO MEMBERS BY THE SOCIETY HEREUNDER AND ALL MATERIAL, INFORMATION AND LICENSES PROVIDED TO THE SOCIETY BY MEMBERS, ARE PROVIDED ON AN "AS IS" BASIS, WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, CONTRACTUAL OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE. FURTHERMORE, NO WARRANTY OR REPRESENTATION IS MADE OR IMPLIED RELATIVE TO THE VALIDITY OR ENFORCEABILITY OF ANY PATENT LICENSED HEREUNDER, OR RELATIVE TO FREEDOM FROM INFRINGEMENT OF ANY THIRD PARTY PATENTS.

IN NO EVENT WILL ANY MEMBER BE LIABLE TO ANOTHER MEMBER OR THE SOCIETY FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OF THIS AGREEMENT, INCLUDING BREACH OF WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE), EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Non-Waiver. Failure by any party at any time to require performance of the other of any of the provisions hereof, shall in no way affect any party's rights hereunder to enforce the same, nor shall any such waiver by either of any breach be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Consent to Electronic Communications. The undersigned consents to communications from the Society by electronic transmission, including but not limited to (1) fax communication and email directed to the respective fax number or email address Member has on file with Society; (2) posting on electronic message boards, networks or collaborative

platforms that the Society has designed for such purpose, together with a separate notice of posting; and (3) other means of electronic communications. This consent applies to all notices and communications from the Society including, without limitation, meeting notices, voting and other important information about the Society and its activities.

This consent is given on behalf of the Member in its capacity as a Member of the Society and on behalf of the individual serving as representative of the Member on the Board of Directors of the Society (if elected) in his or her individual capacity. This consent shall also be deemed to apply to all future individuals serving as representative of the Member on the Board of Directors of the Society (if elected) in such representative's individual capacity. The undersigned Member and/or the individual serving as representative of the Member on the Board of Directors of the Society (if elected) may revoke consent to electronic communications at any time by providing written revocation to the Society.

Notices. Notices to the Member shall be sent by electronic transmission or by delivery or regular mail to the address listed on the first page hereof or as otherwise on file with Society. Member and the individual serving as representative of the Member on the Board of Directors of the Society (if elected) is responsible for updating the Society, in writing, of any change in contact information. Notwithstanding the foregoing, notices will not be sent by electronic transmission to Members that have revoked consent to electronic communication. Notices to the Society shall be sent by delivery, regular mail, facsimile or email to the Society.

Governing Law: Any claims arising under or relating to this Agreement shall be governed by all applicable laws.

Entire Agreement. This Agreement and the Organizational Documents, set forth the entire understanding of the parties and supersedes and replaces all prior agreements and understandings between the Member and the Society relating hereto in their entirety, provided that this Agreement does not supersede file terms and conditions of any other agreements between individual Members.

Acceptance:

This Membership Agreement is accepted this _____ day of _____, 201__.

City Protocol Society,
a California Nonprofit Corporation

By: _____

Name: _____

Its: _____

Send completed form to:

City Protocol Society
2400 Camino Ramon, Suite 375; San Ramon, California 94583
Email: help@cityprotocol.org
Phone: +1.925.275.6690
Fax: +1.925.275.6691