

RAIN ALLIANCE INC.
MEMBERSHIP AGREEMENT
(the “Membership Agreement”)

Between: **RAIN Alliance Inc.**
a Delaware non-profit corporation
401 Edgewater Place, Suite 600
Wakefield, Massachusetts 01880 USA
(“RAIN Alliance”) (“Member”)

(Each of RAIN Alliance and Member a “Party”, and collectively, the “Parties”)

“Membership Class”* (select one): “Annual Membership Fee”**:

<u>Collaborator Member</u>	<u>Annual Gross Revenue</u>	<u>Annual Membership Fee</u>
<u>Select applicable sub-class</u>	Less than US\$ 10 Million	US\$ 3,000.00
	US\$ 10-24.99 Million	US\$ 7,250.00
	US\$ 25-49.99 Million	US\$ 14,500.00
	US\$ 50-249.99 Million	US\$ 36,000.00
	US\$ 250-499.99 Million	US\$ 50,000.00
	US\$ 500 Million and above	US\$ 70,000.00
	User Member	US\$ 8,000.00
<u>Community Member</u>	US\$ \$1,500.00	

* Please refer to Exhibit A for descriptions of each Membership Class.

RAIN Alliance and Member agree as follows:

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

1. Organizational Documents. In addition to the terms of this Membership Agreement, Member agrees to also comply with the terms and conditions of the following documents, as may be amended or supplemented by RAIN Alliance 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 RAIN Alliance or on the RAIN Alliance website at therainalliance.org:

- The Bylaws of RAIN Alliance Inc. (the “**Bylaws**”);
- The Certificate of Incorporation of RAIN Alliance Inc.; and
- Any other policies and procedures that RAIN Alliance adopts that are applicable to membership in RAIN Alliance in the Membership Class selected by Member above.

Member represents that it has reviewed these materials prior to execution of this Membership Agreement.

2. Term; Membership Dues. The term of Membership in RAIN Alliance for each Membership Class described above shall be for one (1) year, expiring on the one-year anniversary of the Effective Date, unless renewed for an additional one-year term by payment by Member of the then-current Annual Membership Fee for such renewal term in response to an invoice provided by RAIN Alliance. Member agrees that all RAIN Alliance Annual Membership Fees under this Membership Agreement and the Organizational

Documents are nonrefundable for any reason, including termination of Member's membership and/or this Membership Agreement. Failure to make a timely renewal payment of the Annual Membership Fee shall be cause for immediate termination by RAIN Alliance of this Membership Agreement and all benefits afforded at the Membership Class selected above. RAIN Alliance may adjust the Annual Membership Fees from time to time. Except as may be otherwise provided in the Bylaws or in applicable law, neither RAIN Alliance or Member is obligated to renew this Membership Agreement or Member's membership in RAIN Alliance.

3. Electronic Delivery of Notices. Member agrees that it consents to accept delivery by electronic mail (email) for all notices arising from or related to its Membership, as provided in the Bylaws. Member shall be responsible for making any necessary technical or other arrangements to receive such notices electronically.

4. Personal Information. Information relating to an identified or identifiable natural person ("**Personal Information**") is collected herein to permit RAIN Alliance to contact the member, in connection with this Membership Agreement, Member's membership status, or other matters arising from or related to Member's participation in RAIN Alliance as a Member. A party located in a region or jurisdiction providing rights regarding Personal Information (including, but not limited to, the European Union or Economic Area and the State of California) and wishing to exercise such rights under the applicable law or regulation (including, but not limited to, the General Data Protection Regulation (GDPR) and the California Privacy Protection Act (CPPA)) with respect to such Personal Information may contact [info@therainalliance.org].

5. Name and Logo. Member hereby grants to RAIN Alliance the right to reproduce, use, and display Member's company name and logo on the RAIN Alliance website and in press or other public collateral, including, but not limited to press releases and social media, solely regarding Member's joining and continuing membership in RAIN Alliance, and for no other purpose, without the prior written approval of Member. Member will consider in good faith participating in media and other public relations communications activities as proposed by RAIN Alliance from time to time. RAIN Alliance will make reasonable efforts to use and display Member's logo pursuant to logo guidelines provided to RAIN Alliance in writing, or pursuant to requests provided in writing by Member. Member shall provide RAIN Alliance with suitable logo artwork within thirty (30) days of the Effective Date.

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 State of Massachusetts, without regard to principles of conflict of laws. Any Dispute shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect, except as modified herein (the "**Rules**"). The place of the arbitration shall be Boston, Massachusetts, and the language shall be English. There shall be a single neutral and impartial arbitrator, who shall be selected by the applicable procedure in the Rules unless the Parties otherwise agree to an arbitrator within thirty (30) days of either Party invoking arbitration. The award shall be final and binding upon the parties and shall be the sole and exclusive remedy between the parties regarding the Dispute. Judgment upon the award may be entered in any court having jurisdiction over any party or any of its assets. The Parties shall equally share the expense of the arbitration process, but shall each pay their own attorney fees.

7. Legal Compliance. RAIN Alliance and Member shall each comply with all applicable laws, rules, and regulations in their respective conduct of and participation in RAIN Alliance activities.

8. Termination. This Membership Agreement may be terminated by Member at any time upon written notice to RAIN Alliance, though all monies due and payable to RAIN Alliance (including, but not limited to, the Annual Membership Fee) prior to such termination shall remain due and payable without reduction or proration, and no refund of monies paid to RAIN Alliance prior to such termination (including, but not limited to, the Annual Membership Fee) shall be available to Member as a result of such termination.

9. General. This Membership Agreement, including the Organizational Documents, represents the entire agreement of the Parties regarding Member's membership in RAIN Alliance. 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 Member and RAIN Alliance and is not intended to give rise to third-party beneficiary rights to any other party, including to other members of RAIN Alliance. Member shall be fully responsible for the conduct of its employees, contractors, or other representatives participating in RAIN Alliance 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 RAIN Alliance, and (ii) receipt by RAIN Alliance of the initial Annual Membership Fee associated with the Membership Class selected above. By signing below, the individual executing this Membership Agreement on behalf of Member represents and warrants that he or she has all requisite signing authority for and on behalf of Member to seek Membership in RAIN Alliance and execute this Membership Agreement.

[SIGNATURE BLOCK ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the undersigned parties have duly executed this Interim Agreement as of the Effective Date.

RAIN ALLIANCE INC.

By: _____

Name: _____

Title: _____

Date: _____

(the “**Effective Date**”)

By: _____

Name: _____

Title: _____

Date: _____

Payment information will be provided with the invoice for the applicable Annual Membership Fee.

EXHIBIT A
RAIN ALLIANCE MEMBERSHIP CLASSES

Collaborator Member

Any entity may be a Collaborator Member.

Each Collaborator Member in good standing shall be entitled to:

- a) propose work efforts;
- b) attend all RAIN Alliance Member meetings;
- c) vote on all RAIN Alliance Member voting matters;
- d) receive discounts on meeting registration fees;
- e) display RAIN Alliance logos on the Member's website;
- f) include a link to the Member's website on the RAIN Alliance website;
- g) participate in Communities, Workgroups, certification programs, and other RAIN Alliance work efforts;
- h) nominate persons (or have employees be nominated) to run for (i) seats on the Board of Directors and/or (ii) leadership positions in Communities and Workgroups;

A **User Member** is a Collaborator Member that is a user of, and not directly involved in the development or sale of, RFID technology. The RAIN Alliance President (as authorized by the Board of Directors) shall have sole discretion to determine whether any applicant meets the foregoing criteria.

Community Member

Community Membership is reserved for entities that are:

- start-ups whose annual revenues are less than one million USD
- non-commercial public service (including government agencies, quasi governmental entities)
- research organizations
- trade associations
- standards developments organizations
- academic institutions
- providing adjunct services to RAIN RFID companies such as recruiters/headhunters, insurance companies etc.)

The RAIN Alliance President (as authorized by the Board of Directors) shall have sole discretion to determine whether any applicant meets the foregoing criteria.

Each Community Member, while in good standing, shall be entitled to:

- a) attend all RAIN Alliance Member meetings;
- b) display RAIN Alliance logos on the Member's website;
- c) include a link to the Member's website on the RAIN Alliance website;
- d) participate in Workgroups and other RAIN Alliance work efforts; and
- e) receive discounts on meeting registration fees.

