



## MEMBERSHIP AGREEMENT

This MEMBERSHIP AGREEMENT (“Agreement”) is entered into between Enterprise Knowledge Graph Foundation., a Maryland Nonstock Corporation and \_\_\_\_\_ (name of Organization). In addition to its legal name, the Foundation may also do business under the name “EKGF” and “EKG Foundation.” Members are expected to comply with all applicable laws and regulations, including U.S. laws regarding antitrust. Member agrees to be a Member of EKG on the following terms and conditions:

### 1.0 MEMBERSHIP RIGHTS AND OBLIGATIONS

1. **Annual Membership.** Member agrees to pay the annual dues established for its [Membership Level](#), as may be amended from time to time in accordance with the [Bylaws](#). Dues are yearly and payment is required upon signing (to activate membership) and upon renewal (on the yearly anniversary of membership activation). Membership renewals will be invoiced based on the anniversary date of the initial enrollment with dues to be paid within thirty (30) days. Membership Application can be found [online here](#).
2. **Compliance with Policies.** Member agrees to abide by, and shall have all applicable rights and obligations as set forth in, the [Bylaws](#), [Entity Contributor Assignment Agreement](#), and any and all additional policies and procedures adopted by EKG Foundation.
3. **Suspension and Termination.** The EKG Foundation Board, at its election, may terminate membership upon bankruptcy or withdrawal from or cessation of business by Member. EKG Foundation shall also have the right to (i) suspend participation of Member if it fails to pay its annual fees on time, or (ii) suspend or cancel participation of Member if it violates any of the EKG bylaws or engages in conduct seriously prejudicial to the purposes and interests of EKG Foundation and fails to correct that breach within thirty (30) days of notice from EKG Foundation or the EKG Foundation staff. No refunds of Membership fees or other payments will be given. Suspension and termination are subject to EKG Foundation Bylaw Article IV.

### 2.0 GENERAL

1. **Authority to Execute Agreement.** The person entering into this Agreement on behalf of Member hereby represents, warrants and covenants to EKG Foundation that (a) it has the authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any agreement to which Member is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of Member, enforceable in accordance with its terms.

2. **No Other Licenses.** By executing this Agreement, Member neither grants nor receives, by implication, estoppel, or otherwise, any rights under any copyright, patents or other intellectual property rights of EKG Foundation or another members (e.g., EKG Foundation's right to disclose and publicize the Member's membership in EKG Foundation, unless requested otherwise in writing by the Member).
3. **No Warranty.** EACH PARTY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE AGREED IN WRITING, ALL SERVICES AND INFORMATION PROVIDED TO OR BY EKG FOUNDATION UNDER THIS AGREEMENT IS PROVIDED "AS IS" WITH NO WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EKG FOUNDATION AND MEMBER EACH EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO SUCH SERVICES AND INFORMATION.
4. **Limitation of Liability.** IN NO EVENT WILL EITHER EKG FOUNDATION OR MEMBER BE LIABLE TO EACH OTHER OR TO ANY OTHER MEMBER OR THIRD PARTY UNDER THIS AGREEMENT FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST REVENUE, LOST SALES, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. EXCEPT FOR MEMBER'S DUES COMMITMENT, OR IN CASES OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, OR WHERE REQUIRED BY APPLICABLE LAW, OR AS OTHERWISE AGREED IN WRITING, THE AGGREGATE LIABILITY OF EKG FOUNDATION TO MEMBER AND TO OTHER PARTIES, AND OF MEMBER TO EKG FOUNDATION, TO OTHER EKG FOUNDATION MEMBERS OR TO OTHER PARTIES, SHALL NOT EXCEED THE PAST 12 MONTHS' MEMBERSHIP FEES PAID BY THE MEMBER TO EKG FOUNDATION.
5. **Governing Law.** This Agreement shall be construed and controlled by the laws of the State of Maryland without reference to conflict of laws principles. If any claim or dispute between the parties is not resolved by good faith negotiations, any suits or proceedings pursued by either party shall be brought in the Federal or state courts located in Massachusetts, to whose jurisdiction each party hereby submits.
6. **Complete Agreement; No Waiver.** This Agreement, including all attachments, sets forth the entire understanding of EKG Foundation and Member and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.
7. **Amendment.** All amendments to this Agreement or to any EKG Foundation's policies and procedures shall be effective upon their stated effective date. Member shall be given at least thirty (30) days prior written notice of the effective date of an amendment to this Agreement, including as a result of any changes to the EKG Foundation Bylaws, which is adopted in accordance with the Bylaws and that directly and materially affects adversely any of the rights or obligations applicable to Member hereunder (each of the foregoing, an "Amendment"). If Member does not agree to any such Amendment to this Agreement that was approved in accordance with the Bylaws, then Member shall provide written notice to EKG Foundation of such disagreement prior to the end of the 30-day notice period. If the parties are not able to reach a mutually acceptable accommodation (for example, the parties agree to a phase-in of the Amendment, EKG Foundation determines to withdraw, suspend or modify the Amendment, or EKG Foundation grants Member a

waiver or variance), this Agreement and Member's membership in EKG Foundation shall terminate automatically upon expiration of the 30-day notice period, unless Member elects to withdraw by written notice on an earlier date. Amendments shall be prospective only unless otherwise agreed to by the Member and EKG Foundation. No termination or withdrawal pursuant to this paragraph will entitle Member to a refund of Membership dues or other fees, all of which are nonrefundable.

8. **No Rule of Strict Construction.** Regardless of which party may have drafted this Agreement, no rule of strict construction shall be applied against either party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of this Agreement will continue in effect.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.
10. **Compliance with Laws.** Anything contained in this Agreement to the contrary notwithstanding, the obligations of EKG Foundation and Member shall be subject to all laws, present and future, of any government having jurisdiction over EKG Foundation and Member including, without limitation, all export and re-export laws and regulations. It is the intention of EKG Foundation and Member that this Agreement and all referenced documents shall comply with all applicable laws and regulations.
11. **Headings.** EKG Foundation and Member acknowledge that the headings to the sections hereof are for reference purposes only and shall not be used in the interpretation of this Agreement.
12. **Assignment.** Member may not assign its rights or obligations under this Agreement without the prior written consent of EKG Foundation or as otherwise set forth in the Bylaws. For purposes of this Agreement, an assignment shall be deemed to include a transfer or sale of all or substantially all of the business of Member, or a merger, consolidation or other transaction that results in a change in control of Member.
13. **Force Majeure.** Neither EKG Foundation nor Member shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.
14. **Logos and Names.** Member grants EKG Foundation the right to use Member's organization's name and logo on the EKG Foundation website and on related marketing materials, solely to indicate membership in EKG Foundation. As long as Member remains a member in good standing, Member may use EKG Foundation's name and logo, in the format and with the notices provided or requested by EKG Foundation, solely to indicate membership in EKG Foundation.

**ACCEPTED AND AGREED:**

**MEMBER:**

By: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Dated: \_\_\_\_\_ Membership Type: \_\_\_\_\_

**ENTERPRISE KNOWLEDGE GRAPH FOUNDATION:**

By: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_