

NORDIX FOUNDATION ACADEMIC/NONPROFIT MEMBER AGREEMENT

This Academic/Nonprofit Member Agreement (“Agreement”) between the entity identified in the signature block below (“Member”) and Nordix Foundation (the “Foundation”) governs the rights and obligations as an Academic/Nonprofit Member of the Foundation and is effective on the date that both parties execute the Agreement. The parties agree as follows:

1. **Rights.** The rights and obligations of the Member are defined in the Certificate of Incorporation and Bylaws (including policies which are exhibits to the bylaws, including the Trademark Policy) of the Foundation located at www.nordix.org/legal on the date that the Member submitted the Academic/Nonprofit Member Application (“Application”), as they may be amended from time to time (the “Policies”). Changes to the Policies shall be effective when posted at the Foundation website.

2. **Member Obligations.**

(a) The Member will provide complete and accurate information on the Application on the date of submission. The Member will continue to update such information to ensure that it remains complete and accurate. In particular, the Member will promptly update any change in its Affiliate status as defined in the Bylaws and its email contact address.

(b) The Member will comply with the obligations of Academic/Nonprofit Members in the Foundation Policies;

(c) The Member will regularly check the Foundation Policies to ensure that it understands its obligations;

(d) The Member consents to making available to the public its name. In addition, the Member consents to the use of other information in the Application as provided in the Bylaws; and

(e) The Member consents to communication by electronic means to its email contact address.

3. **Term and Termination.**

(a) The term of membership for Academic/Nonprofit Members shall commence on the effective date of this Agreement and shall continue until this Agreement is terminated as provided below.

(b) The Board of Directors, by a vote of two thirds of Board of Directors who are currently serving, may terminate this Agreement for the action of the Member to take action or make statements adverse to the Foundation. The Secretary shall give written notice to the Member of the decision and the termination shall be effective on the receipt of such notice.

(c) The Member may terminate the Agreement by giving written notice of the termination to the Executive Director. The termination shall be effective on the receipt of such notice by the Foundation. The Secretary will promptly remove the name of the Member from the list of Academic/Nonprofit Members.

(d) In addition, the Agreement may be terminated as provided in the Bylaws.

4. **Marketing Programs.** Academic/Nonprofit Members will have access to commercial use logo marketing programs at no additional cost.

5. **Miscellaneous.** Capitalized terms used in this Agreement and not defined in this Agreement shall have the meaning given in the Bylaws. This Agreement is governed by the laws of the State of Delaware, but not including its conflict of law principles. This Agreement may not be transferred to any other party, whether by operation of law or otherwise. This Agreement (including the Application and Policies) constitutes the entire agreement between the parties concerning membership in the Foundation and supersedes all written or oral prior agreements or understandings with respect thereto. No modification, extension or waiver of or under this Agreement is valid unless it is made in a writing which identifies itself as an amendment to this Agreement and that writing is signed by an authorized representative of

each party. No waiver will constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.

Name of Academic/Nonprofit Member: _____

Signature: _____

Name:

Title:

Date:

Signature: _____

Name:

Title:

Date:

Nordix Foundation

Signature: _____

Name:

Title:

Date: