

PREBID.ORG

MEMBERSHIP AGREEMENT

Upon completion in full, please send a signed copy of this agreement in PDF form by email to membership@prebid.org and an invoice will be sent to you. A countersigned copy of this agreement will be returned to you by email for your records when your eligibility for membership has been confirmed.

This Membership Agreement is made on _____, 20__ by and between **Prebid.org, Inc.** (the “**Organization**”), a Delaware corporation, and _____ (the “**Member**”). The Organization and the Member are collectively referred to herein as the “Parties.”

MEMBERSHIP CATEGORY

Select	Membership Category	Annual Membership Dues*
<input type="checkbox"/>	Leader	\$40,000
<input type="checkbox"/>	Technology Partner	\$25,000
<input type="checkbox"/>	Publisher	\$5,000
<input type="checkbox"/>	Buyer	\$5,000
<input type="checkbox"/>	Community	No fee, but has the option to make voluntary contributions

Memberships require a minimum commitment of 1 Membership Year. A “Membership Year” is a calendar year (January 1 to December 31) following the date hereof.

At the beginning of each Membership Year, the Member shall pay Annual Membership Dues pursuant to Section 3.4 below.

Pro-rata dues for the current calendar year (if applicable, where the date hereof is after January 1.

All fee amounts are in US Dollars.

MEMBER INFORMATION

Member Name:		
Telephone:		
Address:		
City:	Province/State:	
Postal Code:	Country:	
Member Representative: primary contact with the Member		
Name:		
Telephone:	Mobile Number:	
E-mail:		
Address (if different from above):		
City:	State:	ZIP Code:
Accounts Payable / Billing Contact		
Name:		
Telephone:	Mobile Number:	
E-mail:		
Billing Address (if different from above):		
City:	State:	ZIP Code:
Marketing Contact		
Name:		
Telephone:		
Email:		
Technical Contact		
Name:		
Telephone:		
Email:		
Legal Contact		
Name:		
Telephone:		
Email:		

RECITALS

WHEREAS, the Organization is a corporation, the purposes of which are: to develop, maintain and steward the responsible integration layer between publishers and the programmatic ecosystem, including without limitation prebid.js.

WHEREAS, the Organization is open to all organizations and individuals that want to promote the Organization's mission.

WHEREAS, the undersigned hereby agrees to become a Member of Organization at the membership category shown on the appropriate page to this Agreement, and be subject to the rights and obligations of members set forth in the Organization's Bylaws (as amended from time to time in accordance with the Bylaws, the "Bylaws") and in this Agreement.

WHEREAS, capitalized terms used but not defined herein shall have the meaning set forth in the Bylaws.

NOW, THEREFORE, THE ORGANIZATION AND THE MEMBER AGREE AS FOLLOWS:

1. Membership. There will be four (5) classes of membership (each a "Membership Category") in the Organization: (1) Leader Member, (2) Technology Partner Member, (3) Publisher Member, (4) Buyer Member, and (5) Community Member. The rights and obligations of each member are set forth in the Bylaws to which the Member hereby agrees.
2. Term and Termination.
 - 2.1 Term. This Agreement becomes effective on the date first written above (the "Effective Date") and will continue for the initial term associated with the applicable Membership Category. Thereafter, this Agreement will automatically renew for successive one-year terms ("Renewal Terms") unless either the Member or the Organization gives notice of its intent not to renew no later than thirty (30) days prior to the commencement of the next Renewal Term. The Organization will only elect not to renew this Agreement consistent with the Bylaws. The initial term and any Renewal Terms are referred to herein as the "Term."
 - 2.2 Termination. The Membership of any Member may be terminated as set forth in the Organization's Bylaws, or upon the Member resigning such Member's Membership, including as provided for in Section 3. Upon termination of Member's membership, this Membership Agreement will terminate.
 - 2.3 Survival. In the event of termination or expiration of this Agreement, sections 3.1(a), 3.2, 3.3, 3.5, 3.7 and 4.6 will survive and remain in effect, and the Member will remain obligated to pay all amounts due that accrued prior to the effective date of termination, including any unpaid dues, costs and expenses.
3. Rights and Obligations of Members.
 - 3.1 Member Benefits.
 - (a) Benefits. The Organization will provide Member with benefits corresponding to Member's membership class in accordance with the membership policy adopted by the Organization in accordance with the Bylaws ("Membership Policy"). The Organization shall make such membership policy publicly available on Organization's web site, and the current Membership Policy is attached to this Agreement for reference. The Organization may change such policy from time to time in accordance with the Bylaws. In the event the Organization substantially reduces the benefits to Member during Member's then-current Term, the Member may resign such Member's membership prior to the effective date of the amendment of such Membership Policy, but no such resignation will entitle Member to a refund of any amounts paid or payable during the then-current Term.

- (b) Obligations. Members shall provide in-kind resources or services as may be required by the Membership Policy. The Organization shall not increase the in-kind resources or services required during the then-current Term without the consent of the Member providing such in-kind resources or services.
- 3.2 Intellectual Property Policy. The Member shall, and shall cause its affiliates to, abide by the Organization's intellectual property policy (the "IP Policy") available on the Organization's website at: Prebid.org. Such IP Policy may be amended from time to time by the Organization upon reasonable notice and in accordance with the Organization's Bylaws. If the Member does not wish to abide by an amended IP Policy, the Member may resign such Member's membership prior to the effective date of the amendment of such IP Policy, but no such resignation will entitle Member to a refund of any amounts paid or payable during the then-current Term.
- 3.3 Other Policies. The Member shall, and shall cause its affiliates to, abide by the other Organization policies as may be adopted or amended from time to time by the Organization upon reasonable notice and in accordance with the Organization's Bylaws. If the Member does not wish to abide by any policy adopted or amended by the Organization, the Member may resign such Member's membership prior to the effective date of the policy or amendment of policy, but no such resignation will entitle Member to a refund of any amounts paid or payable during the then-current Term.
- 3.4 Fees, Dues. The Member shall pay at the beginning of each Membership Year the annual membership dues established for its Membership Category, if any, as set forth in the cover page to this Agreement, as the Organization may amend from time to time. If the Member becomes a Member at any time after the start of a Membership Year, the Member shall pay a pro rata amount of membership dues, as applicable, in connection with the execution of this Agreement, and in no event later than sixty (60) days after the Member has been notified that such dues are required. If a Member transitions to a different Membership Category that carries a higher membership fee than the current Membership Category, the Member shall pay the pro rata amount for the remaining portion of the current Membership year, less the pro-rata amount of any annual fees paid for the then current Membership Category. However, if the fee for the new Membership Category would be lower than the fee already paid, there will be no refund of any amounts already due or payable. A Member's transition to a different Membership Category is reflected via Organization providing Member with notice reflecting the transition within reasonable time. A Member's transition to a different Membership Category does not involve such Member signing a new Membership Agreement.
- 3.5 Costs and Expenses. Each Member and its affiliates shall bear all of its own costs and expenses related to membership in the Organization including, but not limited to, compensation payable to Member's and its affiliates' employees and consultants and all travel and other expenses associated with Member's and its affiliates' participation in the Organization's activities, except as provided for in the Bylaws.
- 3.6 Use of Names, Publicity. Any Member may disclose and publicize such Member's membership in the Organization, within guidelines proposed by the Organization as set forth in the Bylaws. Any use of the Organization's logo, including as described in the Membership Policy, will be subject to the terms and conditions or policies promulgated by the Organization. Organization shall have the right to use Member's name and logo in marketing documentation, provided that Organization uses commercially reasonable efforts to adhere to any logo guidelines provided by Member to Organization in writing. Organization shall promptly correct any improper logo usage upon receipt of notice from Member.
- 3.7 Non-liability. No Member will be liable for the debts, liabilities, or obligations of the Organization by reason of being a Member.
- 3.8 National Cooperative Research and Production Act. The Organization may elect to avail itself of certain protections offered by the National Cooperative Research and Production Act of 1993, as amended, which requires disclosure of the names of all members of the Organization. Accordingly, Member hereby appoints such person who shall be the Chairperson and the President of the Organization as the undersigned's true and lawful attorney-in-fact and authorizes him or her to (1) notify government agencies of Member's membership in the Organization, (2) make, approve the form of, execute and

deliver filings with government agencies on behalf of the Organization and on behalf of Member indicating such membership, (3) receive notifications, including without limitation, notifications pursuant to the National Cooperative Research and Production Act on behalf of the Organization and on behalf of Member, and (4) authorize and direct other officers of, and/or counsel to the Organization, to do any of the foregoing acts. The Organization will forward to the undersigned any notifications that it receives which are other than normal confirmations of filings and other administrative notices relating to all members.

4. Miscellaneous Provisions.

- 4.1 Authority to Execute. Member hereby represents and warrants to the Organization that Member has the full right, power and authority to enter into and execute this Agreement, and that Member has taken all actions necessary to authorize it to enter into and perform its obligations under this Agreement.
- 4.2 Entire Agreement. This Agreement, the policies referred to herein, and the documents referred to herein, constitute the entire agreement between the Parties, and supersede all prior agreements, understandings and negotiations, with respect to the subject matter hereof.
- 4.3 Amendment. The Organization may from time to time modify the terms of this Agreement in accordance with the Bylaws. Amendments shall be prospective only unless agreed to otherwise by the Parties; provided, that if the Member does not resign before the effective date of the amendment, the amendment shall be effective without the consent of any Party. In the event of a material change to this Agreement, Member may resign such Member's membership prior to the effective date of the amendment, but no such resignation will entitle Member to a refund of any amounts paid or payable during the then-current Term. The Member shall be provided reasonable notice (but no less than five business days' notice prior to the effective date of the amendment) of any material change to this Agreement.
- 4.4 Assignment. Neither this Agreement nor any rights hereof, in whole or in part, are assignable by Member without the prior written consent of the Organization, or as expressly allowed in the Bylaws.
- 4.5 Relationship of Parties. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties. Nothing in this Agreement shall be construed to prohibit or restrain the entry by any Member into any separate contract or agreement with other members or third parties on any terms.
- 4.6 Governing Law. This Agreement will be governed by the laws of the state of Delaware without regard to its conflicts of laws principles.
- 4.7 Counterparts. This Agreement may be executed in one or more counterparts, which may be electronic counterparts, each of which shall be deemed to be an original, but collectively shall constitute one and the same Agreement.
- 4.8 Proxy. The Member acknowledges and agrees that except as explicitly provided for in the Bylaws, the Member's membership interest in the Organization is intended to be non-voting in all respects. In furtherance of the foregoing, the Member constitutes and appoints as the proxies of the Member and hereby grants a power of attorney to each of the President and the Chairperson of the Organization, and a designee of the Organization, and each of them, with full power of substitution, solely with respect to any vote or approval of the Organization required by the Delaware General Corporation Law, as amended from time to time, but not in the Bylaws. Any such vote or approval on an action or matter shall be made by the President or the Chairperson consistent with the relevant vote or approval of the Board of Directors of the Organization. Each of the proxy and power of attorney granted pursuant to this Section 4.8 is given in consideration of the agreements and covenants of the Organization in connection with the transactions contemplated by this Agreement and the Bylaws and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires in accordance with its terms (which the Member acknowledges and agrees may occur more than 3 years after the date hereof such that the vote or approval may occur more than 3 years after the date hereof).

[Signature Page Follows]

FOR REVIEW

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below:

ORGANIZATION:

MEMBER:

**When you're ready to sign, go back to the website
and follow the instructions there!**

For Review

MEMBERSHIP POLICY OF

PREBID.ORG

(Adopted June 12, 2019)

Section I - Policy

This Membership Policy (“**Membership Policy**”) supplements the Prebid.org (the “**Organization**”) Bylaws and the Organization Membership Agreement (“**Membership Agreement**”). Any terms used herein have the definition or meaning ascribed to them in the Organization Bylaws (“**Bylaws**”). In the case of any inconsistency between terms of this Membership Policy and the terms of the Bylaws, the terms of the Bylaws control. In the case of any conflict between the terms of this policy and the terms of the Membership Agreement, the terms of the Membership Agreement shall control.

The Organization shall have the right to amend this Membership Policy, including the membership benefits and commitments, pursuant to Section 3.1 of the Membership Agreement.

Section II - Membership Benefits

Pursuant to the Bylaws, there are several classes of membership, as provided below. The benefits of each membership class are as follows:

1. Leader Members

- (a) Right to appoint Directors to the Board, as specified in the Bylaws;
- (b) Subject to the terms and conditions of the applicable Membership Agreement, a license to use a special logo to indicate Leader Member status and shall have the Leader Member’s name and logo appear prominently on the Organization’s web page as a Leader Member;
- (c) Participation in each PMC for which it has at least one committer, in the case of members that are entities, or is a committer, in the case of members that are individuals; and
- (d) Other promotional benefits as determined by the Board.

2. Technology Partner Members

- (a) Right to vote for a Technology Partner Director of the Board, as specified in the Bylaws;
- (b) Subject to the terms and conditions of the applicable Membership Agreement, a license to use a special logo to indicate Technology Partner Member status and shall have the Technology Partner Member’s name and logo appear prominently on the Organization’s web page as a Technology Partner Member;
- (c) Participation in each PMC for which it has at least one committer, in the case of members that are entities, or is a committer, in the case of members that are individuals; and
- (d) Other promotional benefits as determined by the Board.

3. Publisher Members

- (a) Right to vote for a Publisher Director or Board Observer, as specified in the Bylaws;
- (b) Subject to the terms and conditions of the applicable Membership Agreement, a license to use a special logo to indicate Publisher Member status and shall have the Publisher Member’s name and logo appear prominently on the Organization’s web page as a Publisher Member;
- (c) Participation in each PMC for which it has at least one committer, in the case of members that are entities, or is a committer, in the case of members that are individuals; and
- (d) Other promotional benefits as determined by the Board.

4. Buyer Members

- (e) Right to vote for a Buyer Director or Board Observer, as specified in the Bylaws;
- (f) Subject to the terms and conditions of the applicable Membership Agreement, a license to use a special logo to indicate Publisher Member status and shall have the Publisher Member's name and logo appear prominently on the Organization's web page as a Publisher Member;
- (g) Participation in each PMC for which it has at least one committer, in the case of members that are entities, or is a committer, in the case of members that are individuals; and
- (h) Other promotional benefits as determined by the Board.

5. Community Members

- (a) Subject to the terms and conditions of the applicable Membership Agreement, a license to use a special logo to indicate Community Member status and shall have the Community Member's name and logo appear prominently on the Organization's web page as a Community Member; and
- (b) Participation in each PMC for which it has at least one committer, in the case of members that are entities, or is a committer, in the case of members that are individuals.

Section III - Membership Commitments

The commitments of each membership class are as follows:

Leader Members

- Minimum 1 year commitment
- Pay annual membership dues of \$40,000
- Comply with the Prebid.org Code of Conduct, which can be found at http://prebid.org/wrapper_code_of_conduct.html

Technology Partner

- Minimum 1 year commitment
- Pay annual membership dues of \$25,000
- Comply with the Prebid.org Code of Conduct, which can be found at http://prebid.org/wrapper_code_of_conduct.html

Publisher and Buyer Members

- Minimum 1 year commitment
- Pay annual membership dues of \$5,000
- Comply with the code of conduct approved by the Organization that pertains solely to Publisher and Buyer Members.

- Voluntary contributions
- Comply with the Prebid.org Code of Conduct, which can be found at http://prebid.org/wrapper_code_of_conduct.html

INTELLECTUAL PROPERTY POLICY

Version 1.0
August 7, 2017

The following policy may be changed by the Organization only as allowed in the Bylaws.

1. **Outbound License.** Prebid.js code and related material, including documentation, will be made publicly available under the Apache 2.0 license.
2. **Web Site.** The materials on the Prebid.org web site will be made publicly available under the Apache 2.0 license.
3. **Contributions.** The Organization will accept initial contributions to Prebid.js or future software projects only under the Apache 2.0 license or a corresponding contribution license. As a condition to any other contribution, Contributors will be required to execute and deliver to the Organization either a Corporate Contributor License Agreement or an Individual Contributor License Agreement, as applicable, each of which will be based on The Apache Software Organization's forms of contributor license agreements, and if the applicable license agreement is not executed and delivered to the Organization, such contribution shall not be contributed.
4. **Confidentiality.** The Organization will accept contributions to Prebid.js and future software projects only on a non-confidential basis.
5. **Trademark.** No Member will claim any exclusive rights in the "Prebid" name or brand. The Organization will engage in reasonable efforts to steward the use of the Prebid name, including any licensing or promotional activities the Organization considers in the interest of the Prebid.js project. All parties may use the "Prebid" name or brand in connection with products or content produced independently of the Organization.
6. **Patents.** Contributors and members will not be required as a condition of membership to disclose any patent ownership. Contributors and members will not be required as a condition of membership to grant any patent rights, except as required by the Apache 2.0 license or contribution agreements described in Section 3 above.