

Digital Commerce Alliance Member Agreement



This Agreement is by and between Applicant and The Digital Commerce Alliance.

The purpose of the Alliance is to advance data-driven digital commerce by enabling innovative and measurable consumer experiences. Membership in the Alliance is generally open to any entity supportive of its purposes as defined in the Bylaws, that has executed the Member Agreement, and paid the appropriate fees. The Bylaws of the Alliance are available on the internet at www.DigComAll.org.

I. SCOPE AND PURPOSE

Applicant agrees to become a member of the Alliance. By the signature of its authorized representative below, the undersigned Applicant agrees to be bound by the terms of this Agreement, as well as the terms and conditions stated in the Bylaws, Antitrust Policy and Intellectual Property Rights Policy of the Digital Commerce Alliance, any amendments thereto, and the terms of any policies and/or procedures that are adopted by the Board of Directors of the Alliance pursuant to the Bylaws (collectively, "Organizational Documents") as may apply to Applicant's membership classification as defined in the Bylaws and subject to the attached Member Agreement Addendum, if applicable. Copies of the Organizational Documents are available for review at www.DigComAll.org.

II. AGREEMENT TERMS

No Member Agreement is binding on the Digital Commerce Alliance until the Alliance receives the annual membership fee. Applicant agrees that once paid, all membership fees are nonrefundable for any reason, including termination of membership.

The initial membership term ("Initial Term") shall be for one year following the execution date of this agreement. After the Initial Term, the term of membership shall be annual. The Alliance will invoice the current renewal fee to Applicant ninety (90) days prior to the anniversary date of Applicant's membership. Applicant's payment of the full membership fee shall constitute a renewal of membership. Failure to make a timely renewal payment shall be cause for suspension and termination of membership and member benefits in accordance with the relevant provisions of the Bylaws.

Applicant hereby agrees to participate in good faith with other Members and in support of Alliance's purposes. Applicant further agrees that they shall not load the participation of any committee or subcommittee where such loading obstructs or has the potential to obstruct the purpose of the Alliance or the progress or purpose of that committee or subcommittee. "Supportive of Alliance's Purposes" means that the Member is supportive of the Alliance's efforts to execute its mission.

Applicant hereby agrees that Alliance may include Applicant's name and logo in any listing of the members of the Alliance published on the Alliance's website or in the Alliance's printed or online materials. Applicant may specify in writing to the Alliance the form of Applicant's logo to be used in such listings. This Agreement does not provide the Alliance with any other rights to the use of Applicant's logo or any rights to the use of any other intellectual property of Applicant.

This Agreement is entered into for the benefit of Applicant and the Alliance and not for the benefit of any third party. Applicant agrees that it will not assert rights under any agreement between the Alliance and any other Member unless such agreement provides by its express terms that Applicant is an intended beneficiary of that agreement. Notwithstanding any contrary provision in this Agreement, the Applicant hereby acknowledges and agrees that each member of the Alliance has a right under this Agreement, independent of any similar rights of the Alliance, to enforce against Applicant, Applicant's obligations and agreements pursuant to the Alliance Intellectual Property Rights Policy.

All notices required hereunder or under the Organizational Documents shall be in writing and sent to Applicant's representative designated below at the address set forth below, or to such addresses as such representative may later specify by written notice to the Chief Executive Officer of the Alliance. If Applicant does not timely update its contact information, then Applicant waives any right to receive a notice that is sent to the wrong person or address provided such notice is sent to the address on record provided by Applicant's representative.

Any claim or dispute arising under or relating to this Member Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws.

Signature: _____

Name: _____

Title: _____

Applicant Company: _____

Date: _____