

MEMBERSHIP CLASS (Select One)	ANNUAL MEMBERSHIP FEE
<hr/> ___ PRINCIPAL MEMBER	US\$ 25,000.00 US\$ 10,000.00 (Director Fee, if applicable) <i>(Director Fee: fee applicable only when a Principal Member's employee serves as a Director on the HAPS Alliance Executive Board as an Elected Director.)</i>
<hr/> ___ GENERAL MEMBER	US\$ 10,000.00 (The first Annual Membership Fee is waived for General Members joining in 2020)
<hr/> ___ NON-PROFIT MEMBER	US\$ 0.00 (This Membership class is restricted to Regulatory, Government and University Organizations. Universities may, upon approval of the Executive Board, upgrade to another membership class. The Annual membership fee for that membership class will apply.)

This HAPS Alliance Membership Agreement (the “**Membership Agreement**”) is entered into by and between High Altitude Platform Station Alliance Inc. (“**HAPS Alliance**”) and the entity signing below (“**Applicant Company**”, who, upon execution of this Membership Agreement by HAPS Alliance may also be referred to as “**Member**”) for itself and on behalf of Applicant Company’s Authorized Affiliates (as listed in Exhibit A and as may be added later, pursuant to the Bylaws), and is effective as of the date executed by HAPS Alliance (the “**Effective Date**”). This Membership Agreement also includes the terms and conditions of the following documents, as may be amended or supplemented by HAPS 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 HAPS Alliance or on the HAPS Alliance website at www.hapsalliance.org):

- the Bylaws of HAPS Alliance Inc. (the “**Bylaws**”);
- the HAPS Alliance Certificate of Incorporation;
- the HAPS Alliance Intellectual Property Rights Policy;
- the HAPS Alliance Antitrust Policy Statement;
- the HAPS Alliance Operating Procedures; and
- any other policies and procedures that the Executive Board of the HAPS Alliance adopts that are applicable to Membership in the HAPS Alliance in the Membership Class selected by Applicant Company above

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

In addition, Applicant Company hereby agrees to the following terms and conditions.

1. **Membership Fees.** The term of Membership in the HAPS Alliance for each Membership class described above shall be for one year, expiring on the one-year anniversary of the Effective Date. Unless terminated by Member with thirty (30) days written notice to HAPS Alliance of Member’s intent to not renew, or otherwise terminated pursuant to the applicable provisions of the

Organizational Documents, the Membership Agreement shall automatically renew on an annual basis on each anniversary of the Effective Date. HAPS Alliance will invoice the then-current membership renewal fee to Member ninety (90) days prior to the annual Renewal Date, which will be due and payable no later than the annual Renewal Date, and Member's payment thereof shall constitute a renewal of membership in the HAPS Alliance at the Membership Class selected.

2. Director Fees. Where an employee of a participant as a Principal Member serves as a Director on the HAPS Alliance Executive Board, such Principal Member, in addition to its then-current annual Membership Fee, must also pay the then-current Director Fee listed above within thirty (30) days following the initial election or appointment of its employee to the Executive Board, and annually thereafter within thirty (30) days following the Annual Meeting of the HAPS Alliance for so long as the Principal Member's employee serves on the Executive Board.

3. Non-Payment of Fees. Failure to make a timely renewal payment of the Membership Fee, or to make a timely payment of the Director Fee (if applicable), shall be cause for termination of this Membership Agreement and all benefits afforded at the Membership Class selected above. Member agrees that once accepted, all Membership Fees, including any Director Fees, are nonrefundable for any reason, including termination of this Membership Agreement. There is no duty of either HAPS Alliance or Member to renew this Membership Agreement and renewal may only be accomplished as set forth herein.

4. Licensing of Intellectual Property. Member acknowledges and agrees Member and Member's Authorized Affiliates are subject to the commitment to license certain intellectual property rights to HAPS Alliance and to third parties as provided in the IPR Policy as may be updated by HAPS Alliance from time to time.

5. Confidentiality. The disclosure, handling, and treatment of confidential information in the activities of HAPS Alliance shall be as provided in the Bylaws and IPR Policy, as may be amended or restated from time to time.

6. Name and Logo. Member hereby grants to HAPS Alliance the right to reproduce, use, and display Member's company name and logo on the HAPS Alliance website and in press or other public collateral solely regarding Member's membership in HAPS Alliance and for no other purpose, including not for use in a manner which would state, imply, or suggest an endorsement of any particular HAPS Alliance action or position, without Member's prior approval in writing; provided that, HAPS Alliance will make reasonable efforts to use and display logo of Member pursuant to logo guidelines of Member which are provided to HAPS Alliance in writing, or pursuant to requests provided in writing by Member. Member shall provide HAPS Alliance with suitable logo artwork within thirty (30) days of the Effective Date.

HAPS Alliance hereby grants to Member the right to reproduce, use, and display HAPS Alliance's name and logo on Member's website and in press or other public collateral solely regarding Member's membership in HAPS Alliance and for no other purpose without HAPS Alliance's prior approval in writing; provided that, Member will make reasonable efforts to use and display logo of HAPS Alliance pursuant to logo guidelines of HAPS Alliance which are provided to Member in writing, or pursuant to requests provided in writing by HAPS Alliance. HAPS Alliance shall provide Member with suitable logo artwork within thirty (30) days of a written request by Member.

7. 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 New York, without regard to principles of conflict of laws. Any Dispute shall be finally settled in the state or federal courts of

New York, New York, and the parties hereby consent to the jurisdiction of such courts.

8. Limitation of Liability. Neither party shall be liable to the other for any indirect, punitive, exemplary, multiple, or similar damages with respect to any Dispute.

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

COMPANY CONTACT AND SIGNATURE

Company Name: _____

Primary Contact Name: _____

Title of Primary Contact: _____

Address: _____

Telephone: _____

E-mail: _____ **Web Page URL:** _____

Mail payment along with this completed form to the address shown at right.

Payments may be made by check or wire transfer payable to the order of:

**HAPS Alliance c/o Virtual Inc.
Attn: HAPS Alliance Administration
401 Edgewater Place, Suite 600
Wakefield, MA 01880**

HAPS Alliance

**Wire Transfer information to
be provided upon request**

Applicant Company may attach to, or transmit together with, this Membership Agreement a company logo for use by HAPS Alliance as authorized herein.

Acceptance:

This Membership Agreement is agreed by the parties as of the Effective Date:

Applicant Authorized Signatory:

(Print Organization Name)
(Applicant Company or Member)

By: _____
(signature)

Name: _____

Title: _____

Date: _____

Accepted:

HAPS Alliance, Inc.
A Delaware Nonprofit Corporation

By: _____
(signature)

Name: _____

Title: _____

Date: _____
(the Effective Date)

EXHIBIT A
AUTHORIZED AFFILIATES

- Company name: _____
- Company name: _____
- Company name: _____