

Trusted Computing Center of Excellence (CoE)

Member Agreement

14 Jan 2021

Welcome

Thank you for taking an interest in joining the Trusted Computing Center of Excellence (CoE).

The Trusted Computing Center of Excellence (CoE) is a not-for-profit organization whose purpose is to lower barriers to adoption and facilitate the principled development and deployment of trustworthy systems based on seL4. Addressing the needs of the U.S. DoD and DoD contractor community will be a focus for the CoE.

The CoE operates in accordance with a Governance Document (CoE Governance), available on the CoE's website at <https://trustedcomputingcoe.org/>. Members will receive the privileges and have obligations described in the CoE Governance and/or as may be amended by the Trusted Computing Board of Directors (the "Board"), with notice to members.

Parties to this Agreement

This Member Agreement is entered into by and between the Trusted Computing Center of Excellence (the "CoE") and the person or entity listed below in the signature page of this agreement (the "Member").

For these purposes, the "Membership" of Member shall include any and all Affiliates of the Member that participate in any Trusted Computing CoE activities. The Member and all such Affiliates shall be treated for all purposes as one single member on a combined basis. The Member hereby represents that they have the authority to and have entered into and executed this Agreement on its own behalf and on behalf of any and all such Affiliates, and that this Agreement and any acts or consents of the Member shall be binding on each of such Affiliates.

Neither this Agreement nor any rights or obligations under this Agreement may be assigned or transferred or delegated or sublicensed by the Member or any Affiliate without the prior written consent of the Trusted Computing CoE; and any unauthorized assignment, transfer, delegation or sublicense shall be null and void.

Fees and Membership Term

The Member agrees to pay to the Trusted Computing CoE an annual membership fee based on the membership level chosen and indicated below, in exchange for membership in the Trusted Computing CoE. CoE membership levels are defined as: Platinum, Gold, Silver, Auditor, Associate and Individual. The membership privileges and fee schedule for these membership

levels are specified in the CoE Governance Document, available on the CoE's website at <https://trustedcomputingcoe.org/>. The annual membership fee and privileges may be adjusted at any time by a resolution of the Board of Directors of the CoE.

All fee amounts are based in and payable in US Dollars.

Membership privileges will commence starting on the date of execution of this Agreement.

An initial full year's payment of the membership fee is due upon acceptance of an executed membership agreement and payable within thirty (30) days of the date of invoice from the CoE. Agreements signed before the 15th day of the month will be invoiced as if active on the first of the month of signature. Agreements signed on or after the 15th day of the month will be invoiced as if active on the 1st of the following month. For the following year, a pro-rated amount of fees for the remainder of that calendar year will be assessed at the first anniversary of membership. Thereafter, membership will renew for successive 12-month terms on a calendar-year based renewal cycle.

Membership will renew automatically at the beginning of each calendar year unless the Member provides written notice of non-renewal to the Trusted Computing CoE prior to December 1st of the preceding year (e.g., membership will renew automatically on 1 Jan 2022 unless the CoE is notified by 1 Dec 2021).

Notice of any increase in membership dues for a 12-month renewal term will be given on or before November 1st in the current calendar year.

Compliance with CoE Governance and Policies

Member and Affiliates agree to comply with the terms and conditions of the Trusted Computing CoE Governance Document (the CoE Governance), and of such policies as the CoE Board of Directors and/or committees of the Board may adopt, with notice to members.

The terms and conditions of the CoE Governance Document shall be an integral part of this agreement and are hereby incorporated by reference, as if fully stated herein.

Subject to full compliance with applicable competition laws, the CoE Board may revoke and terminate ("revocation") the membership of a Member in the event of a material breach of the terms of this Member Agreement or for other good cause with a minimum 2/3 majority vote by the CoE Board of Directors. In the case of any revocation, the CoE will refund to the Member its then current membership fee on a prorated basis subject to offset for any claims of the CoE. Any revocation shall apply to the Member and all its Affiliates.

Competition and Anti-trust Law

Members may be competitors with each other in relevant markets. The CoE and the Member (and its Affiliates) each agree to comply with all applicable Competition Laws in connection with this agreement and in any other matters or transactions relating to sel4.

General Terms

Execution of this agreement creates an irrevocable, binding obligation for the Member to make payments and perform in accordance with its terms. The Trusted Computing CoE may refuse any membership agreement submitted by an individual or organization that has not met their financial obligations to the CoE.

This Agreement including the CoE Governance are the entire contract between the parties regarding its subject matter and supersede all prior discussions or understandings relating to such subject matter.

The terms and conditions of this agreement may be amended or superseded at any time by the action of the CoE Board of Directors with respect to Members generally, without the further action of any Member.

This Agreement and all matters or disputes arising from or relating to or in connection with this agreement or the membership shall be governed by and construed under (and the legal relations among the parties will be determined in accordance with) the laws of the United States.

The member certifies that they have reviewed and understand the terms and conditions of CoE Governance.

This Agreement may be signed in any number of counterparts. Each counterpart will be an original. Together, all counterparts shall form one single document.

Approvals

This Agreement shall be signed by an authorized representative of the organization named below (“Member”) and uploaded to the [Trusted Computing Membership Form](#). If your organization’s eligibility for membership is confirmed, a countersigned copy of this agreement will be returned to you by email .

The Trusted Computing CoE reserves the right to refuse any member agreement submitted by an organization who has payment obligations outstanding to the Trusted Computing CoE.

Authorized Representatives:

Member

Trusted Computing CoE

Print Name

Print Name

Signature

Signature

Title

Title

Date

Date