

## **MEMBERSHIP AGREEMENT**

This Agreement is between SNS Project Inkwell ("Project Inkwell"), a division of Strategic News Service LLC, a corporation organized under the laws of Washington State and \_\_\_\_\_ (Member).

### **RECITALS**

A. Project Inkwell is an industry collaborative developed with the intent to be the standards body for computing platforms for pre-K through 12 education. The goal of Project Inkwell is to greatly increase the size and effectiveness of the pre-K through 12 education technology market by managing the synthesis of functional requirements for a ubiquitous computing platform to be employed when and where students and educators engage in learning, teaching, and professional tasks. The initial Project Inkwell product is a set of functional requirements for a one-to-one-centered computing platform with relevant utility, uniformity, and upgradeability to enable the very best technology-based education for all students ("Project Inkwell Requirements"). This initial Project Inkwell Requirements describes minimal functionality while encouraging innovation and differentiation of devices manufactured and marketed by Project Inkwell Members.

B. Member supports Project Inkwell in its goal to accelerate the deployment of appropriate technologies onto K-12 desktops worldwide and realizes that in order for Project Inkwell to achieve its stated goals, Project Inkwell member companies must commit to participate for a minimum of two years at the rate established in the attached schedule (Appendix A: Fee Schedule - Project Inkwell).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, Member agrees as follows:

## **1. Participant Commitment Guidelines**

Member agrees herein to adhere to the Project Inkwell Member Commitment Guidelines, available online at *www.projectinkwell.com* (the present version of which is included herewith as Appendix B), which include the following commitments from Member:

- (a) attending Project Inkwell meetings;
- (b) committing at least one Member resource to spend up to but no more than five (5) hours a week on at least one Project Inkwell working group to provide input into the functional requirements ;
- (c) committing at least one Member marketing resource to spend up to two (2) hours per month to help market and publicize the project;
- (d) committing at least one Member resource to spend up to but no more than eight (8) hours a week leading one of the working groups (optional);
- (e) providing use of the Member name in promotions, publications, marketing materials and Inkwell Web sites;
- (f) paying the appropriate dues (Appendix A) and royalties (Appendix C) to Project Inkwell to support the management and operation of the Project Inkwell and its projects;
- (g) sending a 50-word Member description, Web-ready logo and Member URL to *info@projectinkwell.com*, if not provided on the online form; and
- (h) highlighting Member's Project Inkwell participation in Member's marketing materials, presentations and Web site.

## **2. Project Inkwell Participant Marketing Guidelines**

Member agrees to all terms and conditions of Project Inkwell Member Marketing Guidelines, the present version of which is included herewith as Appendix C.

## **3. Intellectual Property Disclosure**

Member agrees to all terms and conditions of the Project Inkwell Member Intellectual Property Disclosure Agreement, the present version of which is included herewith as Appendix D.

#### **4. Ownership of Materials**

By executing this Membership Agreement, Member hereby specifically agrees to be bound by the terms of Appendix D, Section V.

#### **5. Confidentiality**

Member agrees to keep confidential all proprietary, trade secret, and confidential business information of which Member becomes aware in the course of its participation, including but not limited to data relating to Project Inkwell's operations, existing and contemplated services, and business policy and promotional strategies.

#### **6. Project Inkwell Trademark**

Member agrees to all terms and conditions of the Trademark Ownership and Usage Requirements, the present version of which is included herewith in Appendix C.

#### **7. Participation in Project Inkwell**

By participating in Project Inkwell as a member, Member may:

- (a) influence the creation of the current and future "Requirements" versions;
- (b) if a Voting Member, have one Member vote on all Project Inkwell-member votes;
- (c) serve on one or more working groups and cast one Member vote per working group (if Voting Membership status);
- (d) claim to be a Project Inkwell Participant in Member materials;
- (e) claim to be a Project Inkwell Endorser if creating materials that meet/or plan to meet Project Inkwell certification/requirements;
- (f) use the Project Inkwell compliance mark on Member's products, once these products have been validated as Compliant pursuant to Appendix C;
- (g) add the Project Inkwell logo to Member's Web site with a link to the Project Inkwell ([www.projectinkwell.com](http://www.projectinkwell.com)) Web site;
- (h) be included in all Project Inkwell promotion materials and on the Project Inkwell Web site.

**8. Term and Termination of Membership**

This Agreement between Member and Project Inkwell is for a two-year membership to Project Inkwell. Member may be expelled for cause from membership by a two-thirds (2/3) vote of active Members.

**9. Dues**

Member dues payable to Project Inkwell shall be in accordance with the current dues structure identified at *www.projectinkwell.com*, and shall be payable in annual payments 30 days upon invoice. The current dues are set forth in Appendix A.

As a Project Inkwell Member, Organization shall be entitled to only those rights and subject to all obligations set forth in the Project Inkwell Member Marketing Guidelines, Participant Commitment Guidelines, and Intellectual Property Disclosure Agreement, as amended from time to time by the Project Inkwell Steering Committee and to which amendments the Member has agreed or consented to be bound, and such other terms as may from time to time be set for Project Inkwell Members by the Project Inkwell Steering Committee.

IN WITNESS WHEREOF, SNS Project Inkwell and \_\_\_\_\_ have caused these presents to be signed by their respective corporate officers hereunto duly authorized.

**For SNS Project Inkwell:**

**For Member:**

\_\_\_\_\_  
Mark Anderson, Chair

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX A  
FEE SCHEDULE – PROJECT INKWELL**

**GLOBAL VENDOR MEMBERS  
VOTING MEMBERSHIP**

Annual Revenue (in US Currency)	Dues	Initial
Over \$1B US	\$100K *	
Less than \$1B US	\$50K *	

**Non-Voting Membership**

Annual Revenue (in US Currency)	Dues	Initial
\$0-5 million	\$5K *	
\$5-10 million	\$10K *	
\$10-100 million	\$20K *	
\$100-\$1 billion	\$40K *	
Over \$1 billion	\$50K *	

Associate Members (Policy Group)                      \$5K annual (one year commitment)

Public Sector Organizations                              No Fee Commitment Required

**\* Two Year Commitment/Contract Term Required**

# APPENDIX B

## PROJECT INKWELL MEMBER COMMITMENT GUIDELINES

Member supports Project Inkwell in its efforts to greatly increase the size and effectiveness of the pre-K through 12 education technology market by managing the synthesis of functional requirements for a ubiquitous computing platform to be employed when and where students and educators engage in learning, teaching, and professional tasks. Member realizes that for the initiative to succeed and achieve its stated goals, Project Inkwell must have commitment and participation from Project Inkwell Members for a minimum of two years.

Member's support will be measured by:

1. Member's attendance in Project Inkwell working group and general meetings;
2. Member's committing at least one company resource to spend up to but no more than five hours a week on at least one Project Inkwell working group to provide input into the functional requirements;
3. Member's committing at least one company resource to do designated tasks to help market and publicize the initiative;
4. Member's agreeing to commit at least one company resource to spend up to but no more than eight hour a week leading one of the working groups (optional);
5. Member's providing use of the company name in promotions, publications, and marketing materials;
6. Member's paying the appropriate dues to Project Inkwell to support the running and completion of the initiative; and
7. Member's sending a 50-word company description, Web-ready logo, and company URL to *info@projectinkwell.com*.

As a supporter of the Project Inkwell initiative, Member is committed to furthering the awareness of Project Inkwell within the education community. As a sign of that commitment, Member is planning to highlight its participation in company marketing materials and presentations. Member may choose to include the Project Inkwell logo in those marketing and presentation materials and on its Web site in accordance with Project Inkwell's terms and

conditions of usage. Member agrees to allow Project Inkwell to use its organization's name and logo in marketing and PR activities around Project Inkwell and on the *www.projectinkwell.com* Web site.

# **APPENDIX C**

## **PROJECT INKWELL MEMBER MARKETING GUIDELINES**

### **General Information**

Marketing Guidelines are designed for all parties that participate in the Project Inkwell Initiative. Each section will outline information pertinent to a specific party.

### **PROJECT INKWELL VENDORS**

#### **Project Inkwell Participants**

Members who have signed the Project Inkwell Membership Agreement, completed the forms, and paid the appropriate dues can claim PARTICIPATION in the Project Inkwell initiative.

The term PARTICIPATION describes a member's interest and effort to further the development of the Project Inkwell requirement(s) and the Project Inkwell initiative. PARTICIPATION does not indicate a Member's level of compliance to the Project Inkwell Requirements. In other words, PARTICIPATION cannot be associated with a company's goods or services.

#### **Project Inkwell Compliance**

The products of Members that have undergone a Project Inkwell validation of their application conformance with the Project Inkwell Requirements and have received a signed Compliance letter from Project Inkwell can claim Compliance with the Project Inkwell Requirements ("Project Inkwell COMPLIANT"). Only products that have undergone validation can be claimed as Project Inkwell COMPLIANT. Member participation in this validation program is voluntary.

The term Project Inkwell COMPLIANT refers strictly to products and cannot be used in conjunction with the company name. In other words, Members cannot claim to be Project Inkwell COMPLIANT. Only the products of Members can be Project Inkwell COMPLIANT.

Members have the right to use the Project Inkwell COMPLIANT mark on products that are Project Inkwell COMPLIANT.

Members agree that the use of the term Project Inkwell COMPLIANT and the Project Inkwell Compliance mark on products in marketing materials and in presentations will adhere to Trademark Usage Requirements outlined below.

### **PROJECT INKWELL EDUCATORS**

Project Inkwell encourages educators and educational organizations to become Members. Representatives of the education community, who choose to become Project Inkwell Members, can claim participation in the Project Inkwell initiative.

### **Project Inkwell Participants**

Members who have signed the Project Inkwell Membership Agreement, completed the forms, and paid the fees can claim PARTICIPATION in the Project Inkwell initiative.

The term PARTICIPATION describes a Member's interest and effort to further the development of the Project Inkwell Requirements and the Project Inkwell initiative. PARTICIPATION does not indicate a Member's level of compliance to the Project Inkwell Requirements. In other words, PARTICIPATION cannot be associated with a Member's goods or services.

Members agree that the use of the term Project Inkwell PARTICIPATION in marketing materials and in presentations will adhere to the Trademark Usage Requirements outlined below.

### **Presentation Guidelines**

Members may choose to include information about Project Inkwell in their organization's presentations. Project Inkwell, however, requests review of presentation format and content and approval, which shall not be unreasonably withheld, prior to any presentation being made.

Any additional information about Project Inkwell taken directly from the general Project Inkwell Web site is allowed. Information that is posted in the Members Only section cannot be included in the presentations without Project Inkwell's approval.

## **TRADEMARK OWNERSHIP AND USAGE REQUIREMENTS**

### **INTRODUCTION**

PROJECT INKWELL, the PROJECT INKWELL logo, and the Project Inkwell Compliance mark are the trademarks and service marks ("Trademarks") of Project Inkwell. Trademarks may be used by Members only as set forth in the following Trademark Usage Requirements. Members understand and agree that all usages of Trademarks shall inure to the benefit of SNS Project Inkwell.

### **TRADEMARK USAGE REQUIREMENTS**

Use of Trademarks in any manner, including but not limited to, use in or on product, product packaging, product labels, documentation, advertisements, press releases, signage, trade show materials, marketing materials, collateral, Web pages, letterhead, business cards, or any other materials, must be in strict adherence to these Trademark Usage Requirements.

Trademarks may not be used in any manner that would diminish or otherwise damage the goodwill associated with Project Inkwell, including but not limited to use in connection with unlawful, obscene, pornographic, excessively violent, or excessively hazardous activities.

Project Inkwell reserves the right, at any time and without cause, to suspend or make reasonable modifications to these Trademarks Usage Requirements and withdraw any permission granted hereunder to any Trademarks which have been used in a manner inconsistent with these Trademarks Usage Requirements. Project Inkwell reserves the right to take action against any misuse or unfair, misleading, diluting, or infringing use of the Trademarks.

#### **1. Use of the Trademark Symbol**

When Members use Trademarks, Members should use the TM symbol as a superscript, unless Members receive notice from Project Inkwell to use the ® symbol as a superscript.

If Members do not have the appropriate symbol key in its word processing software, Members may use the symbol in parenthetical form (tm).

With respect to products, Trademarks shall only be used by Member organizations with products that comply with the Project Inkwell Requirements based on a signed Compliance letter of agreement (see above).

### **SPECIFIC REQUIREMENTS CONCERNING USE OF THE TRADEMARK SYMBOL**

#### **AND LEGEND:**

a. Use of the trademark symbol (™ or ®) after the trademark at the first prominent use of a trademark in, for example, promotional brochures, labels, press releases, and advertisements, headlines, taglines, and paragraph headings. A trademark symbol is also required upon the first use of a trademark in any text or body copy, even though the symbol may have already been used in the headline or other prominent use.

Example: Project Inkwell™

b. All Trademarks that are used must be attributed in an appropriate trademark legend. The legend may be presented in small print but must be large enough to be legible. The legend generally appears at the end of a document or on the back of a package, but it may be placed elsewhere, for example, the front inside cover of documentation provided that it is obvious and easy to distinguish from the rest of the text. Members shall use the following legend on all materials in or on which Trademarks appear:

TM: Project Inkwell and the Project Inkwell logo are Trademarks  
of SNS Project Inkwell.

## 2. Manner of Use of the Trademarks

The guidelines below apply to all uses of Trademarks in internal communications, as well as external communications.

a. Keep Trademarks distinct from Member's own marks and insignia. Trademarks may not be used as a part of, or in combination with, any domain names, company names, product names, or service names.

b. Make sure that Trademarks stand out from any surrounding text, for example by using quotation marks, italics, or a different color or typeface.

c. Do not change the spelling of Trademarks.

d. Use Trademarks as an adjective, not a noun.

**For Example:** use a Project Inkwell™ product; not a product like Project Inkwell™

e. Do not use Trademarks in the plural.

f. Do not use Trademarks as a verb:

**For example:** use "the [product] complies with the Project Inkwell™ Requirements"; not "the [product] has been Project Inkwelled™.

g. Do not use Trademarks in the possessive:

**For example:** use "the Project Inkwell™ product" and not "Project Inkwell's™ product."

h. Do not make puns out of Trademarks or portray them in a negative manner.

i. Do not connect the Project Inkwell™ to other words, symbols, or numbers, either as one word or with a hyphen.

### **3. Fair, Descriptive Use of the Trademarks in Publications, Seminars, Trade Shows, and Conferences**

#### **a. Publications and Seminars**

If Members want to refer to Trademarks in the titles of books, magazines, other publications, or seminars, a prominent space should separate Trademarks from the rest of the title and Members should not claim rights in the Trademark portion of the title. Members must attribute the Trademarks to SNS Project Inkwell by using the trademark legend set forth in subsection 1.b above, and Members must distinguish the Trademark as discussed above. Member's own company trade name, mark, or logo should be displayed in a prominent location on all materials relating to the publication or seminar.

Trademarks may not be used in any publications or seminars without the prior written permission of SNS Project Inkwell.

#### **b. Trade Shows and Conferences**

Members may use Trademarks in trade shows and conferences, provided Members begin with brand or name, and then follow with Project Inkwell™ Trademarks, for example, "My Company is a member of Project Inkwell™". Include name and logo prominently on all materials associated with, or advertising or promoting, the conference. Members must attribute Trademarks to SNS Project Inkwell by using the trademark legend set forth in subsection 1.b above, and Members must distinguish the SNS Project Inkwell Trademarks as discussed above.

#### **c. Do Not Attempt To Claim or Establish Trademark Rights in Trademarks**

Since the above-identified examples of uses of Trademarks are intended merely as a reference to your membership in Project Inkwell (and not as a trademark use or form of branding your own products and services with Trademarks), you should not attempt to claim or establish trademark rights in Trademarks (as defined in the Introduction to these requirements) by incorporating them into the name or title of a Member's publication, seminar, conference, or trade show, except as provided above. Members are prohibited from registering Trademarks as a part of a trademark, service mark, trade name, or doing-business-as name.

### **4. Fair, Descriptive Use of Trademarks on Web Sites**

The Web site and URL for Project Inkwell is *www.projectinkwell.com*. Any words or combinations similar to Trademarks may not be used as a URL or as a domain name.

If the descriptive use guidelines set forth in paragraph 3 are followed for Web sites, then use of Trademarks within a Web site will also constitute a fair, descriptive use as long as the following conditions are met:

a. The use of Trademarks is not misleading or likely to cause confusion as to whether the Web site is sponsored by or affiliated with Project Inkwell.

b. The Web site owner does not use Trademarks in any domain names, company names, product names, or service names.

c. The Web site displays a legal notice that contains the following legend:

TM: Project Inkwell™ and the Project Inkwell logo are trademarks of SNS Project Inkwell. [INSERT NAME OF ORGANIZATION] is independent of SNS Project Inkwell.

### **VIOLATIONS OF THE TRADEMARKS**

SNS Project Inkwell encourages all users of Trademarks to help SNS Project Inkwell preserve the strength of the Trademarks by reporting any violations of trademark usage to SNS Project Inkwell.

# **APPENDIX D**

## **PROJECT INKWELL MEMBER INTELLECTUAL PROPERTY DISCLOSURE AGREEMENT**

### **I. Openness**

A. Project Inkwell is a membership organization developing open technology standards to accelerate the deployment of technology onto K-12 student desktops worldwide. Members of Project Inkwell and invited non-members meet periodically in person and on the telephone, in a private forum to discuss issues surrounding the development of the Project Inkwell Requirements. (Non-members may not vote or contribute materials for standards.)

B. The agenda for each meeting is published to Members before each meeting. The first item on each agenda shall be a reminder to meeting participants of the necessity to comply with antitrust laws and the requirements of this Agreement, including a statement that patent protection is not available for the work of others.

C. The minutes of each meeting are published to Members and made available to paying participants after that meeting.

## **II. Duty to Disclose Patents**

A. Disclosure of Essential Patents<sup>1</sup> is governed by the principle that "each Member's representative represents that he has disclosed the existence of any Essential Patents that are reasonably and personally known to him." The Member's representative does not represent that he personally knows of all potentially pertinent proprietary and intellectual property rights owned or claimed by the organization he represents (if any) or third parties. No Member is required to undertake any internal or external patent search to comply with these guidelines. Any failure on the part of a Member's representative to disclose an Essential Patent does not affect the Member's obligation to license or covenant not to assert Essential Patents in accordance with Section III, subsection A, below. Members are obligated to license or covenant not to assert Essential Patents whether or not the Member's representative has disclosed them.

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<sup>1</sup> "**Essential Patents**" are patent claims of a Member Organization or its Subsidiaries that are unavoidably practiced in the implementation of the Project Inkwell Requirements or any subsequent proposed or adopted standard developed by "Project Inkwell. "Essential Patents" does not include any patent claims: (i) other than those necessary to meet the requirement set forth above even if contained in the same patent or patent application as Essential Patents; (ii) covering any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Project Inkwell Requirements, but are not themselves expressly set forth in a Project Inkwell Requirements (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, basic network operating system technology or the like); (iii) covering optional implementation examples in the Requirements; (iv) covering the implementation of other published requirements not developed by or for Project Inkwell, but referred to in the body of a Requirements; or (v) covering application programming interfaces (APIs), applications, device drivers, device driver models, peripheral control languages and peripheral devices, except for those portions thereof that are expressly required in order for an implementation to be compliant with a Project Inkwell Requirements.

B. Each Member that contributes materials for the Project Inkwell Requirements, or any subsequent adopted or proposed standard, or other documents developed by Project Inkwell (the "Contribution"), will promptly disclose to the other Members, any Essential Patents personally known to the Member's representative that cover the Contribution, and the type of agreement (reasonable and non-discriminatory license (RAND), royalty-free license, or non-assertion covenant) under which users of the proposed Requirements would be authorized to use such Essential Patents.

C. Each Member will promptly disclose to the other Members the existence of any patents that the Member's representative personally knows to be Essential Patents to the Project Inkwell Requirements or to a subsequent adopted or proposed standard.

D. When a Member is aware that a patent application, if granted, would become an Essential Patent, the Member will promptly disclose the existence of the patent application along with the availability and terms under which additional patent application information would be made available to Project Inkwell Members involved in the development of the relevant standard.

E. Project Inkwell invites any interested party to bring to its attention any patents, patent applications, or other proprietary rights that may cover technology that may be required to practice the Project Inkwell Requirements or any subsequent proposed or adopted standard developed by Project Inkwell. Please address the information to the CEO, Project Inkwell.

F. Project Inkwell takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in this document or the extent to which any license under such rights might or might not be available; neither does it represent that it has made any effort to identify any such rights.

### **III. Obligation to License or Covenant Not to Assert Essential Patents**

A. Each Member agrees to make available its Essential Patents to other Members and to all implementers of the Project Inkwell Requirements or any subsequent standard developed

by Project Inkwell for the purpose of permitting the use, sale, offer for sale, and importation of products implementing the Project Inkwell Requirements or subsequent standard developed by Project Inkwell adopted prior to withdrawal from Project Inkwell by a Member, in accordance with the type of agreement (reasonable and non-discriminatory license (RAND), royalty-free license, or non-assertion covenant) per Member's Duty to Disclose, addressed above.

B. Each Member who makes a contribution to a particular standard developed by Project Inkwell including the Project Inkwell Requirements agrees to make available to other Members and to all implementers of the standard its Essential Patents that cover their contribution for the purpose of permitting the use, sale, offer for sale, and importation of products implementing the particular standard developed by Project Inkwell, in accordance with the type of agreement (reasonable and non-discriminatory license (RAND), royalty-free license, or non-assertion covenant) per Member's Duty to Disclose, addressed above.

C. Licenses made available to any implementer of the Project Inkwell Requirements or any standard developed by Project Inkwell must be conditioned on such implementer's agreement to grant licenses to all Members and other implementers under their Essential Patents.

D. Each Member hereby represents and warrants that to the best of its knowledge (a) it holds or has the right to grant relevant licenses to or non-assertion covenants respecting any of its Contributions and that there are no limits to the Member's ability to make the agreements herein; and (b) it will not knowingly submit, through the Project Inkwell Participant representing the Member, Contributions that may subject the Project Inkwell Requirements or subsequent standards developed by Project Inkwell, in whole or in part, to licensing obligations with additional restrictions or requirements that would require any portion of the Contribution or implementation of the Project Inkwell Requirements or subsequent standards developed by Project Inkwell to be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) distributed at no charge.

#### **IV. Obligation to License Copyrights to Project Inkwell and Right to Copy**

A. To the extent that materials contributed for the Project Inkwell Requirements or any subsequent standard developed by Inkwell are or may be subject to copyrights owned by the contributing Member, the contributing Member shall grant an unlimited perpetual, non-exclusive, royalty-free, world-wide right and license to Project Inkwell under any copyrights in the Contribution for the purpose of developing and publishing Project Inkwell Requirements. Such a license shall include the right to copy, publish and distribute the Contribution in any way and to prepare and have prepared derivative works that are based on or incorporate all or part of the Contribution, the license to such derivative works to be of the same scope as the license of the original Contribution.

B. Except for documents determined by the Project Inkwell membership to be "Members-only documents," the following copyright notice shall be included in all documentation related to the Project Inkwell Requirements or other materials produced by Project Inkwell:

***Copyright © SNS Project Inkwell (date). All Rights Reserved.***

*This document and translations of it may be copied and furnished to others, and derivative works that comment on or otherwise explain it or assist in its implementation may be prepared, copied, published and distributed, in whole or in part, without restriction of any kind, provided that the above copyright notice and this paragraph are included on all such copies and derivative works. However, this document itself may not be modified in any way, such as by removing the copyright notice or references to Project Inkwell, or its committees, except as needed for the purpose of developing Project Inkwell standards using procedures approved by Inkwell, or as required to translate it into languages other than English.*

*The limited permissions granted above are perpetual and will not be revoked by Project Inkwell or its successors or assigns.*

**V. Ownership of Rights:**

Copyright in Project Inkwell Requirements and in any other final related works of authorship produced for or originated through Project Inkwell working groups, committees, boards and any other teams organized by Project Inkwell, shall be owned by Project Inkwell.

**VI. Disclaimer**

The following disclaimer shall be included in all documentation related to the Project Inkwell Requirements or other materials produced by Project Inkwell immediately after the copyright notice:

This document and the information contained herein is provided on an "AS IS" basis SNS PROJECT INKWELL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE USE OF THE INFORMATION HEREIN WILL NOT INFRINGE ANY RIGHTS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**VII. Limitation on Liability**

NO MEMBER, ITS AFFILIATES, OR THE SNS PROJECT INKWELL MANAGEMENT OR STEERING COMMITTEE, OR STRATEGIC NEWS SERVICE MANAGEMENT OR BOARD OF DIRECTORS SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF THE MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**VIII. Agreement / Signature**

As the duly appointed representative of my organization, I the undersigned do hereby agree that my organization will abide by the requirements and restrictions set forth in this document.

**For SNS Project Inkwell:**

**For Organization:**

\_\_\_\_\_  
Mark Anderson, Chair

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date