

## SHARED ASSESSMENTS MEMBERSHIP AGREEMENT

This Shared Assessments Membership Agreement (this “Agreement”) is made as of DATE, by and between Shared Assessments LLC, a New Mexico limited liability company (“Shared Assessments” or the “Program”), having an address at 1751 Calle Medico, Suite N, Santa Fe, New Mexico 87505, and PARTY having a principal place of business at [Click here to enter text.](#) (“Member”) (each a “Party,” together, the “Parties”).

Shared Assessments is a membership-driven organization dedicated to developing the best practices, education, and tools for third-party risk assurance. Member agrees to comply with the terms and conditions of membership as described below.

This Agreement is subject to the Shared Assessments Subscription Agreement as amended from time to time (the “License Agreement”). The License Agreement is incorporated herein by reference and can be found [here](#). Unless otherwise stated, all capitalized terms used but not defined in this Agreement shall have the meanings given to them in the License Agreement.

**1. Membership Term and Fees.** Membership, which includes access to the Licensed Content, will be effective upon the execution of this Agreement and the receipt by Shared Assessments of the applicable membership fee. Membership dues and any additional benefits, as applicable, are based on market capitalization for public companies and annual revenue for private organizations. The rules for the use of benefits are described [here](#).

**2. Term, Payment Terms, and Renewal.** The Term and payment due under this Agreement is found in [Appendix A](#). Shared Assessments will invoice the membership fee via email to the primary and billing contacts listed in [Appendix A](#). The Agreement shall automatically renew on the day after the final day of membership under this Agreement unless either Party elects otherwise as described herein. A Party electing to end or modify membership must send written notice to the other Party at least 30 days before the expiration of the current membership term. Any notice provided under this Agreement shall be in writing and deemed given if delivered via email to [membership@sharedassessments.org](mailto:membership@sharedassessments.org). Any notices and renewal invoices will be sent via email to the primary and billing contacts listed on [Appendix A](#). Member agrees that if payment is made via credit card or online payment processing platforms, an additional fee of 3% of the total transaction amount will be added to cover the costs associated with credit card processing. This fee is non-refundable and will be included in the total amount charged to the Member's credit card. Member shall be responsible for and shall pay to Shared Assessments all state and local taxes applicable to the Membership and any other items provided by Shared Assessments under this Agreement, however designated or levied against sales, use, or delivery, whether now in force or enacted in the future.

**3. Consequences of Termination.** Use of the Licensed Content must cease upon the expiration of the membership.

**4. Preservation of Competition.** There are multiple members from the same industries that participate in this Program. Parties agree that Membership in the Program will not be used for any purpose that is competitive or outside the scope of this Agreement, nor is it intended for such purposes. Member agrees that no cost, price, contract, service level agreement information, or other confidential or proprietary information will be disclosed or discussed with any other Program participants during Program activities.

**5. Ownership and Use of Program Materials.** Shared Assessments holds all rights, title and interest in and to, including intellectual property rights, in the Licensed Content (including all versions of the Standardized Control Assessment Procedure Tools (SCA), the Standardized Information Gathering Questionnaire Tools (SIG), the Vendor Risk Management Maturity Model (VRMMM), and the Data Governance Tools) together with user manuals, any derivatives, revisions and updates to the said documents, and other related documentation, that are created from time to time, and in all other documents generated by the Program and all records of proceedings of the Program. The Member's rights with respect to the Licensed Content are limited to those rights expressly set forth in the License Agreement. Shared Assessments does not convey any Intellectual Property Rights other than those expressly provided in this Agreement or in the License Agreement.

**6. Group Participation Guidelines and Use of Information.** Participation in the Program activities is entirely voluntary. The Member: (a) grants Shared Assessments a non-exclusive, perpetual, irrevocable, worldwide license to use, for creating improved or modified Licensed Content (“New Licensed Content”), any information that the Member communicates or otherwise provides to Shared Assessments via proceedings of the Program; and (b) hereby assigns to Shared Assessments any and all copyright in the New Licensed Content. The foregoing license and assignment shall not grant Shared Assessments any rights to distribute content that (a) includes the Member's trademarks, service marks, corporate names, trade names, Internet identifiers, trade dress, and other similar designations of source or origin to third parties, or (b) describes historical activity involving the Member that the Member has communicated via proceedings of the Program. The Member is solely responsible for the information it provides during its participation in Program activities. Shared Assessments and its owners, directors, officers, employees, and agents make no representations or warranties as to the accuracy of any information exchanged during Program activities. Member hereby confirms that it received a copy of the Group Rules of Participation for which Member's participants must follow, which are found on [Appendix B](#). Member agrees to abide by these rules and make each of Member's participants aware that they must abide by the Group Rules of Participation. Failure to abide by the Rules of Participation may result in consequences up to and including the revocation of Program participation rights in the sole discretion of Shared Assessments.

**7. Member Name and Logo Release.** The Member agrees to permit the use of its name and logo with any applicable copyright, trademark, or other notices in a published list of Shared Assessments members, which may appear on the Shared Assessments website and in its marketing

materials. Member may request Shared Assessments to remove its name and logo from its website and marketing materials at any time. If Member prefers to opt out, Member must check the opt-out boxes found in [Appendix A](#).

**8. Severability.** If any term or provision of this Agreement is determined to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall, to the extent reasonable and practicable, continue in full force in effect.

**9. Governing Law.** This Agreement shall be governed and construed under the laws of the State of Delaware without regard to its principles regarding conflicts of law. The parties hereby agree that the exclusive jurisdiction and venue for any and all disputes, claims, or controversies arising out of or relating to this Agreement shall be the state and federal courts located in the State of Delaware.

**10. Conflicts.** To the extent there is any conflict or inconsistency between this Agreement and the License Agreement, this Agreement shall prevail to the extent of any such conflict or inconsistency. Thus, the Term stated in this Agreement supersedes any term stated in the License Agreement. Any additional or different terms or conditions proposed by the Member are hereby expressly excluded.

**11. Captions.** Section headings are inserted for convenience only and in no way constitute a limitation of the scope of the subject matter to which they refer.

**12. Affiliates/Subsidiary.** Members Affiliates/Subsidiaries shall not use Member's right, benefit, or license under this Agreement. Member's Affiliates/Subsidiaries may use the Member's benefits for additional discounted fees in the sole discretion of Shared Assessments. If permitted, Member's Affiliate/Subsidiary company must sign a separate Program Membership Agreement, and the Affiliate/Subsidiaries will be billed in the Member's invoice. The applicable Affiliates/Subsidiaries that should be considered for membership privileges under this Agreement must be denoted on [Appendix A](#).

**13. Updates from Member.** Due to the method of calculating and invoicing membership dues, Member agrees to notify Shared Assessments as soon as practicable of any name change, acquisition, entity formation updates, change in the billing email address, or change in the contact person at Member's organization for Shared Assessments to have updated information.

**14. Updates and Revisions.** This Agreement may be prospectively revised only by the Program's management upon 30 days' notice to the Members. Within ten (10) days of receiving any such notice, Members may withdraw from the Program before any changes take effect by providing ten (10) days' written notice to Shared Assessments.

**15. Assignment.** Member shall not assign this Agreement to any person or entity without the prior written consent of Shared Assessments. Any attempted assignment in violation of these terms will be null and void.

**16. No Agency or Joint Venture.** This Agreement shall not be deemed to create a partnership or joint venture, and neither party is the other's agent, partner, employee, or representative.

**17. Waiver.** No waiver of the terms of this Agreement shall be binding and effective unless the same shall be in writing and signed by the parties. A waiver of any breach of the terms, conditions, and covenants of this Agreement shall be for that one time only and shall not apply to any subsequent breach.