

## INSTITUTE FOR NONPROFIT NEWS MEMBERSHIP AGREEMENT

Name of Organization Becoming Member (“Member”):

Name of Primary Member Contact:

Member Address:

Member Email Address:

Member Phone:

THIS MEMBERSHIP AGREEMENT (the “*Agreement*”) is made and entered into as of the date it is signed on behalf of Member (the “*Effective Date*”) by and between Institute for Nonprofit News, a District of Columbia nonprofit corporation (“*INN*”) and Member. INN and Member are hereinafter collectively referred to herein as the “*Parties*” and each as a “*Party*.”

### RECITALS

INN is a coalition of nonprofit news organizations dedicated to in-depth and investigative journalism in the public interest attained through, among other things, fostering collaboration of its members in investigative reporting, building and maintaining sustainable business models for its members and distributing member content to state, national and international print, broadcast and online media outlets.

Member desires to become a member of INN by entering into this Agreement.

### AGREEMENT

The Parties agree as follows:

#### **1. Membership.**

- 1.1. Upon execution of this Agreement, Member shall become a member of INN and shall act as a member in accordance with the terms and conditions of this Agreement. Member understands and agrees that continuing membership in INN is conditioned upon compliance with this Agreement and the materials it incorporates.

1.2. By signing this Agreement, and by obtaining any benefits of membership, Member represents that Member has read and agrees to be bound by and comply with the following, which are incorporated by reference herein:

1.2.1. The Bylaws of INN set forth on INN's website ("*INN Bylaws*"); and

1.2.2. The rules, regulations, Membership Standards, Content Usage Policy, Editorial Collaboration Policy, and Ethics & Practices Policies (collectively, the "*INN Policies*") issued from time to time by the Board of Directors of INN (the "*Board*") and the various committees appointed by the Board, which INN Policies are set forth on INN's Website.

1.3. Member understands and agrees that, unless these requirements are waived or modified in writing by INN, then in order to qualify for and maintain membership in INN, Member must be incorporated, must be incorporated or registered to do business in the state in which Member is doing business, and must be a non-profit organization certified as tax-exempt pursuant to applicable law or have a non-profit fiscal sponsor (which may be INN, if Member and INN have entered into a separate fiscal sponsorship agreement). In addition, Member must at all times comply with all laws applicable to its operations.

## **2. Membership Rights, Opportunities and Obligations.**

2.1. General Services. Member shall be entitled to utilize administrative, marketing, technological and any other services which may be offered and provided by INN to its members, including any new or add-on products or services introduced by INN from time-to-time in the future, subject to the payment of any applicable fees. Member Benefits that may be extended to INN members are described on INN's website at <https://inn.org/explore-membership/>.

2.2. Content Sharing. Member agrees to seek opportunities to share content with other members to extend the reach of public service journalism, and to use content produced by other INN members, with the terms and conditions of such sharing to be agreed upon directly between members. INN may assist Member in bringing the availability of its content to the attention of other INN members or third parties.

2.3. License Opportunities. INN may bring members in good standing opportunities to participate in licensing partnerships, grant programs, news products or collaborations with members or third parties, discounts, shared services and special offers.

2.4. No Obligation to Offer Specific Products or Services. INN shall have no obligation to offer any specific products or services, or to offer specific

opportunities to members, and it may develop and discontinue products and services and offer opportunities to members in its sole discretion.

### **3. Membership Dues.**

3.1. Membership Dues. Member agrees to annual dues (“**Membership Dues**”) in accordance with the then current Membership and Fees structure of INN, available on INN’s Website at <https://inn.org/explore-membership/membership-dues-scale/>.

3.2. Change in Fee Structure. INN reserves the right, at any time, in its sole discretion, to amend or increase the Membership Dues.

### **4. Use of INN Intellectual Property.**

4.1. Permitted Promotional Use. Member may use the INN membership badges in accordance with INN Policies in its publications, advertising or promotional materials (“**Permitted Promotional Use**”), without the prior written consent of INN, as long as the Member remains in good standing and its practices conform with this Agreement and the Membership Standards; provided that INN reserves final approval authority of all uses of the membership badges and if INN, in its sole discretion, objects to Member’s Permitted Promotional Use and provides Member written notice of such objection, Member shall immediately cease such use.

4.2. INN promotional materials. Member may cite its INN membership in articles, interviews and for any other promotional use, and use promotional materials including slide decks, white papers, talking points, graphics, illustrations, videos and photos provided by INN from time to time (“**INN Promotional Materials**”), as long as the Member remains in good standing and its practices conform with this Agreement and the Membership Standards.

4.3. Other Use. If Member would like to use the names Institute for Nonprofit News, INN, or any other of INN’s trade names, logos, trademarks, service marks, copyrights or other proprietary rights in any advertising or promotional media that is not a Permitted Promotional Use or in INN Promotional Materials, Member shall get prior written approval from INN.

### **5. Member Content.**

5.1. General Guidance Regarding INN Role in Member Content Distribution. To clarify the role INN plays in the distribution of its members’ content, INN provides the following overview. INN does not relicense Member content to third parties. INN does:

5.1.1. Facilitate licensing between members and third parties, both media and non-media;

5.1.2. Facilitate sharing of content between members, by permitting INN members to promote their own articles and publish portions of their articles to other INN members through electronic communications channels provided by INN and other means, with notes on availability and any terms that may differ from those listed on their web site(s);

5.1.3. Publish extracts of, links to, and, with the specific permission of the member providing the content, full member content on INN.org and other INN web sites, INN social media pages, newsletters, and printed materials to promote the work of members, INN, and nonprofit news media in general;

5.1.4. Assist and participate in the conception, development and distribution of materials resulting from collaborative projects involving multiple INN members;

5.1.5. Share extracts of and links to member content with third-party distribution channels, funders and others for informational purposes only (not publication) in the course of promoting licensing of member content, or developing, pursuing or promoting potential opportunities for INN members.

5.2. License for Digital Excerpts of Member Content, for Collaborative Projects, and for Promotional Use.

5.2.1. *Digital Excerpts.* In accordance with Section 5.1, Member hereby grants to INN a limited, non-exclusive, irrevocable, worldwide, royalty-free right and license to reproduce, use, publicly display, perform, distribute, and transmit, in any manner and in any media now known or hereafter devised, a limited excerpt of any Member work (the content of which is intended, in the sole discretion and judgment of INN, to promote and not to act as a substitute for the original work), including associated images or video (together “**Digital Excerpts**”), provided that:

5.2.1.1. Digital Excerpts may be published only on the website of another member (“**Member Website**”), in any print or broadcast material of another member (“**Member Publication**”), on the INN website (“**INN’s Website**”) or in any INN print or broadcast promotional material (“**INN’s Publications**”);

5.2.1.2. Each Digital Excerpt shall be attributed to Member and to the author of the work (if identified), and, unless otherwise agreed in advance with Member, shall link back to the Member’s website or other original source of the Member work.

Member also hereby grants to other INN members all rights necessary to permit the publication and display of Digital Excerpts created and provided by INN on a Member Website or in a Member Publication.

5.2.2. *Promotional Use of Material from Digital Excerpts.* In accordance with Section 5.1, Member hereby grants INN a license to use material obtained from any Digital Excerpt to market, advertise, publicize and promote any Digital Excerpts created pursuant to Section 5.2.1 in any manner and in any media now known or hereafter devised, including but not limited to the right to share Digital Extracts with third-party distribution channels, funders and others for informational purposes only (not publication) in the course of promoting licensing of Member content's, or developing, pursuing or promoting potential opportunities for Member or for other INN members.

5.2.3. *Collaborative Projects.* In accordance with Section 5.1, Member hereby grants INN a non-exclusive, irrevocable, worldwide, royalty-free right and license to reproduce, use, publicly display, perform, distribute, transmit, and promote, in any manner and in any media now known or hereafter devised, any and all materials resulting from a collaborative project between INN and Member or involving multiple INN members (including Member) that INN directs or in which INN participates ("**Member Collaborative Projects**") on INN's Website or in INN's Publications

5.2.4. *Promotion Use of Material from Collaborative Projects.* In accordance with Section 5.1, Member hereby grants INN a license to use material obtained from a Member Collaborative Project to market, advertise, publicize and promote any Member Collaborative Projects in any manner and in any media now known or hereafter devised. INN may publish Member Collaborative Projects on the INN Website at the same time such projects are published by one or more of the collaborating members, unless INN and the collaborating member(s) agree otherwise in writing and at least three days in advance of publication.

5.2.5. *Transmission as Necessary to Facilitate Member Distribution.* Member hereby grants INN a license to reproduce, encode, encrypt, convert, transmit, display, distribute or otherwise take any action necessary to transmit or facilitate the transmission of Member content as necessary to notify other INN members or third-party outlets of the availability of Member content for publication, or to convey Member content to other INN members or third-party outlets in accordance with this Agreement or at the request of Member.

5.3. Licensing of Content Between Members. Member may, but is not required to, enter into agreements with other INN members with respect to the use, reproduction, distribution, or other exploitation of Member content. The terms of any such agreement shall be determined by and between Member and any other

INN members involved. INN may facilitate such arrangements. However, INN will have no responsibility for the negotiation or conclusion of any such agreement, for the creation, provision, use or distribution of any content provided pursuant to such an agreement, or for the resolution of any dispute related to such content.

5.4. Member Representations, Warranties and Covenants with Respect to Member Licensed Content. With respect to content made available by Member pursuant to this Agreement (“**Member Licensed Content**”), Member represents and warrants that:

5.4.1. *Authority.* Member has and will maintain the full right and authority to grant to INN and the INN members all of the rights, licenses, and privileges granted and licensed to INN and the INN members hereunder.

5.4.2. *Rights, Releases, Consents, and Clearances.* Member shall be responsible for obtaining all rights and permissions necessary to publish Member Licensed Content, for promotional use of Digital Excerpts pursuant to section 5.2 hereof and to convey the rights granted by Member pursuant to this Agreement, at its own cost and expense, prior to delivery of the Member Licensed Content to INN. In particular, and without limiting the foregoing, Member shall ensure that all necessary rights to any and all photographs, video, and images contained in the Member Licensed Content, and that no such material has been obtained by copying material available on the Internet without the express knowledge, consent, and conveyance of rights by the author or owner of such material.

5.4.3. *Attributions.* Member shall ensure that all the Member Licensed Content includes attributions to the creators, authors, or sources, thereof, including without limitation complete copyright notices (“Copyright © [author] [year of creation]”) for any and all copyrightable works.

5.4.4. *Accuracy.* Member shall be responsible for ensuring that all statements in the Member Licensed Content that are based on facts, are true and accurate and are based on the Member’s careful investigation and research for accuracy.

5.4.5. *No infringement, violation of law or violation of rights.* The Member Licensed Content, and the exercise of the rights granted to it hereunder by INN or by other INN members: (i) does not and shall not infringe upon, misappropriate or otherwise violate any right of any third party whatsoever (including, without limitation, any copyright, trademark, service mark, or other intellectual property right, literary, dramatic or motion picture right, right of privacy, publicity right, or other personal right, property right or contract right) and (ii) does not and shall not violate any applicable law, common law, administrative regulations, rules and industry codes of practice. The Member Licensed Content, including each and

every part thereof does not and shall not contain any libelous or obscene material, or any material that would violate any criminal law.

- 5.5. Ownership. As between Member and INN, Member shall retain ownership of the Member Licensed Content (subject to the license granted pursuant to Section 5.2 of this Agreement) and INN shall retain ownership of the INN Intellectual Property (subject to Member's right to use the INN Intellectual Property in accordance with Section 4 of this Agreement).

## **6. Representations and Warranties.**

- 6.1. By Member. Member hereby represents and warrants to INN as follows:

6.1.1. *Due Incorporation*. Unless INN has agreed in writing to waive or modify this requirement, Member duly incorporated and is validly existing and in good standing under the laws of its state or country of incorporation.

6.1.2. *Authority*. Member has full power and authority and has taken all action necessary to execute and deliver this Agreement and to carry out the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by Member and constitutes a valid and binding obligation of Member enforceable against Member in accordance with its terms.

6.1.3. *Nonprofit Status*. If Member is a U.S. organization then, unless INN has agreed in writing to waive or modify this requirement, Member is organized and operated exclusively for purposes described in section 501(c)(3) of the Internal Revenue Code and it status as a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code has been certified by the Internal Revenue Service, or, if Member is not so organized and certified, then Member is operating through a fiscal agent that is organized and operated exclusively for purposes described in section 501(c)(3) of the Internal Revenue Code. If Member is a foreign organization then, unless INN has agreed in writing to waive or modify this requirement, Member is organized and operated exclusively for charitable and educational purposes, described by section 501(c)(3) of the Internal Revenue Code and either sections 509(a)(1) or 509(a)(2) of the Internal Revenue Code, and meets any other qualifications that may be established by the Board of Directors of INN.

6.1.4. *Licenses and Permits*. All licenses and permits necessary for Member to perform its obligations under this Agreement and conduct its business as it is currently conducted (collectively, the "*Licenses and Permits*") have been issued to Member by the appropriate governmental entity and are valid and in full force and effect. There are not pending nor, to Member's knowledge, threatened by any proceedings which would likely result in the termination, revocation, limitation or

impairment of any such Licenses or Permits. Member shall, to the extent necessary to perform its obligations under this Agreement, maintain the effectiveness of all such Licenses and Permits at all times during the term of this Agreement.

6.1.5. *Member Compliance with Law.* Member is in compliance with all statutes, codes, ordinances, licensing requirements, laws, rules, regulations, decrees, awards or orders applicable to Member to the extent necessary to perform its obligations under this Agreement and conduct its business as it is currently conducted.

6.1.6. *Independent & Transparent Investigative and/or Public-Service Journalism.* Member is engaged in investigative and/or public service news reporting that is not based upon, influenced by, or supportive of the interests or policies of any single political party or any single religion or religious viewpoint, and Member will continue to be so engaged at all times during the term of this Agreement. INN upholds a standard of transparency in funding of news sites as a measure of trust with the public: A publication should know where its funding comes from and maintain editorial independence, and the people who are informed by our journalism are best served when they can know who funds our reporting. INN encourages public disclosure of all donors to a nonprofit news organization and members generally agree to publicly identify major donors as outlined at <https://inn.org/about/membership-standards/>, which standards may be updated from time-to-time in INN's sole discretion, with notification to be provided in accordance with this Agreement.

6.2. By INN. INN hereby represents and warrants to Member that it has full corporate power and authority and has taken all corporate action necessary to execute and deliver this Agreement and to carry out the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by INN and constitutes a valid and binding obligation of INN enforceable against INN in accordance with its terms.

## **7. Dispute Resolution.**

7.1. Alternative Dispute Resolution. By becoming a member of INN, Member agrees to resolve all disputes, claims or controversies with INN arising out of or relating to this Agreement or Member's membership in INN (the "**Covered Disputes**") in accordance with this Section 7. Member and INN hereby irrevocably waive their right to a trial by jury of any Covered Dispute, and any right to pursue judicial proceedings with respect to any Covered Dispute except as expressly provided by this Agreement.



7.2. Negotiation Between the Parties. In the event of any Covered Dispute Member and INN will attempt in good faith to resolve the Covered Dispute through direct negotiation. Either Party may initiate negotiations by providing written notice in accordance with this Agreement, setting forth the subject of the dispute and the solution sought. The recipient of such notice will respond in writing within five business days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority will meet (either in person or by telephone, video conference, or web conference) at a mutually agreeable time and place within ten business days of the date of the initial notice in order to exchange information and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to neutral, non-binding mediation in accordance with Section 7.3.

7.3. Mediation. The Parties agree that any and all Covered Disputes that are not resolved in accordance with Section 7.2, shall be submitted to neutral, non-binding mediation. Venue for the mediation will be agreed upon by the Parties to the dispute, or if the Parties are unable to agree then the venue shall be Los Angeles, California. The Parties will attempt to identify and select a mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator, assisting the Parties in attempting to reach a resolution. All Parties to the mediation shall share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by all Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall promptly provide written notice to the Parties reflecting that fact, and the Parties may then proceed to seek binding arbitration in accordance with Section 7.4 herein.

7.4. Arbitration. The Parties agree that any and all Covered Disputes that are not resolved by in accordance with Section 7.3 herein, shall be resolved by binding arbitration. Venue will be agreed upon by the Parties to the dispute, or if the Parties are unable to agree then the venue shall be Los Angeles, California. The arbitration shall be conducted pursuant to the JAMS Streamlined Arbitration Rules & Procedures then in effect. The arbitration shall be conducted by a single arbitrator, mutually agreed upon by the Parties. If the Parties are unable to agree on an arbitrator, the arbitrator will be appointed by JAMS in accordance with the JAMS Streamlined Arbitration Rules & Procedures then in effect. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. The prevailing Party in any arbitration or other proceeding arising from or relating to this Agreement or Member's membership in INN shall be entitled to its reasonable attorney's fees and expenses, arbitrator's fees and expenses, and court

costs in investigating, prosecuting or defending such action or proceeding, in addition to any other relief which may be awarded.

## **8. Indemnification.**

8.1. INN. INN agrees to indemnify, defend and hold Member and its affiliates, agents, representatives and contractors and their respective officers, directors, shareholders and employees (collectively, “**Representatives**”) harmless from and against any and all claims, demands, losses, damages, costs and reasonable expenses, including reasonable legal fees and expenses, including incidental and consequential damages (collectively, “**Damages**”), resulting from or arising out of any material breach by INN of this Agreement, including without limitation any breach of any representation or warranty of INN; provided, however, that INN shall not be required to indemnify Member for any claims arising from Member’s fraudulent, intentionally tortious and/or grossly negligent conduct, or from the conduct of any other INN member.

8.2. Member Indemnification of INN. Member agrees to indemnify, defend and hold INN and its affiliates and its and their Representatives harmless from and against any and all Damages resulting from or arising out of:

8.2.1. Any material breach by Member of this Agreement; and

8.2.2. INN’s distribution or exploitation of the Member Licensed Content in accordance with this Agreement.

8.3. Member Indemnification of Other Members. Member agrees to indemnify, defend and hold other members of INN and their affiliates and each of their Representatives harmless from and against any and all Damages resulting from or arising out of a breach by Member of Section 5.4 or Section 7 hereof.

8.4. Limitation and Release of Liability. INN does not and shall not have any liability to indemnify Member from any claims arising out of or relating to INN’s or another member’s distribution or exploitation of the Member Licensed Content in accordance with this Agreement. INN makes no representations or warranties regarding Member’s or any other INN member’s ability (or inability) to defend and indemnify another member of INN in accordance with Section 8.2(b). Member hereby releases INN from any and all liability for Damages in connection with any other INN member’s ability (or inability) to defend and indemnify another member of INN in accordance with this Section 8.2(b).

8.5. Defense of Claims. Member understands and agrees that INN shall have the right to assume and control all aspects of the defense of any third-party claim against INN (individually or as one of multiple parties) that may give rise to indemnity

under Section 8.2 herein (“**Claims**”), whether as part of any litigation, negotiations or otherwise (including, without limitation, any decision regarding any settlement of the claim against INN), including, without limitation, the right to use counsel of INN’s choice in connection therewith. The assumption and control of the defense by INN of such Claims shall in no way abrogate or diminish Member’s indemnity obligations under Section 8.2 above including, without limitation, Member’s obligation to indemnify INN for reasonable legal fees and expenses. In addition, Member shall consult and cooperate with INN in connection with any Claims and, upon INN’s reasonable request, Member shall furnish to INN any and all evidence, materials or other information relevant thereto and INN’s approval of such materials shall not constitute a waiver of Member’s indemnity with respect thereto. Member shall have the right (at Member’s sole expense) to have Member’s own counsel participate in the defense of any such Claim, provided that such counsel fully cooperates with INN’s counsel and in no way interferes with the reasonable handling of the Claim by INN’s counsel. Notwithstanding anything in this Section 8.3 to the contrary, if Member has media insurance with limits reasonably adequate for the Claim, then Member may assume and control all aspects of the defense of any Claim only to the extent it relates to Member’s interests; provided, however, that Member and Member’s counsel fully cooperates with INN’s counsel and in no way interferes with the reasonable handling of the overall Claim by INN’s counsel; and any termination or settlement of Member’s portion of such Claim will be subject to the prior written approval of INN, which shall not be unreasonably withheld. Neither INN nor Member will agree to a settlement involving any admission of wrongdoing by the other Party without such Party’s prior written consent.

**9. Term; Termination.**

9.1. Term. This Agreement shall commence on the Effective Date and shall be co-terminus with Member’s membership in INN

9.2. Termination:

9.2.1. *Termination for Convenience.* Either Party may terminate this Agreement for convenience by providing thirty (30) days’ notice; provided, however, that in the event of any such termination no Membership Fees will be refunded.

9.2.2. *INN Termination.* INN may terminate Member’s INN membership and this Agreement with immediate effect, upon written notice to Member, if there is any material breach of this Agreement by Member.

9.3. Effect of Termination. Upon termination or expiration of this Agreement for any reason:

9.3.1. Member shall immediately cease using all of the INN Intellectual Property;

9.3.2. INN's right to exercise its rights under Section 5 with respect to Member content not already provided by Member shall immediately cease; and

9.3.3. Each and every license to Member Licensed Content granted to INN or an INN member pursuant to Section 5.2 shall be perpetual and irrevocable and will survive termination of this Agreement.

9.4. Survival. The following sections of this Agreement will survive any expiration or termination of this Agreement: Sections 5.2, 5.4, 5.5, Article 7, Article 8, Article 9, Article 10, and Article 11.

## **10. Modification of Agreement and of INN Bylaws and Policies**

10.1. Member understands and agrees that INN has the right to modify this Agreement, the INN Bylaws, the INN Policies, or Membership Dues at any time. INN will provide Member with written notification of such modifications. Member agrees that Member must either accept and agree to such modifications, or its membership in INN may be terminated at the discretion of INN. Member agrees that it will be bound by any such modifications beginning 30 days after receipt of notice of the modifications, if Member does not provide INN with written notification of its objections to the modifications within 30 days of receipt of notification.

10.2. Member agrees that by using or accepting any benefits of membership in INN after having received notification of modifications to this Agreement, the INN Bylaws, the INN Policies, or the Membership Dues, Member is agreeing to be bound by and to comply with such modifications.

## **11. Miscellaneous.**

11.1. Notices. All notices and other communications required or provided for by this Agreement ("**Notices**"), including notification of modifications pursuant to Section 10 of this Agreement, shall be in writing. Notices to Member shall be sent to the address, email address or facsimile for Member listed above. Notices to INN shall be sent to the following address, email address or facsimile:

INN  
8549 Wilshire Blvd #2294  
Beverly Hills, CA 90211  
Email: [info@inn.org](mailto:info@inn.org)

Notices shall be deemed given immediately if delivered personally, five business days after being sent by registered or certified mail, two business days after being sent by overnight courier, or business one day after receipt is electronically confirmed by the recipient (it being agreed that an automated reply shall not constitute confirmation) if sent by facsimile or e-mail. The address, email address or facsimile of either Party may be revised by Notice given in accordance with this Agreement.

11.2. Waivers and Amendments; Non Contractual Remedies; Preservation of Remedies. Except as otherwise provided in, and subject to, Article 10 of this Agreement, this Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by each of the Parties or, in the case of a waiver, by the Party waiving compliance. The failure of either Party to insist, in any one or more instances, upon performance of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition. No waiver on the part of any Party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, shall preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any Party may otherwise have at law or in equity.

11.3. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California applicable to agreements made and to be performed entirely within such State, and without regard to the choice of law provisions thereof.

11.4. Limitation of Remedies. Member acknowledges and agrees that in the event of a breach of any of INN's obligations under this Agreement, the damages (if any) caused to Member are not irreparable or otherwise sufficient to give rise to a right of injunctive or other equitable relief; and Member's rights and remedies in the event of a breach of this Agreement by INN shall be limited to the right, if any, to recover damages in an action at law and Member shall not be entitled to any equitable relief to restrict or interfere with INN's right to produce, distribute, market or to otherwise exploit the INN Website, or the exercise any of the rights granted to INN with respect to Member Licensed Content hereunder.

11.5. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns and legal representatives. Member acknowledges and agrees that its membership in INN is non-transferable and non-assignable. Neither this Agreement, nor any right hereunder, may be assigned by any Party without the written consent of the other

- Party hereto. Any non-permitted assignment or attempted assignment shall be void.
- 11.6. No Third Party Beneficiaries. Except as expressly provided by this Agreement with respect to INN members who are not Parties hereto, nothing in this Agreement is intended or shall be construed to give any person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.
- 11.7. Counterparts. This Agreement may be executed in separate counterparts, each of which when signed or electronically executed and delivered or transmitted shall be an original, but all such counterparts shall together constitute one and the same instrument.
- 11.8. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 11.9. Construction. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean “including without limitation.”
- 11.10. Further Assurances. Subject to the terms and conditions herein provided, each of the Parties hereto agrees to use reasonable commercial efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.
- 11.11. Entire Agreement. This Agreement, the Bylaws and the INN Policies and procedures incorporated by reference herein contains the entire agreement of the Parties and supersedes all prior agreements written or oral with respect thereto.

[Signature Page Follows]

INN and Member agree that this Agreement may be physically signed and transmitted, or may be executed and transmitted electronically. INN and Member may print and retain physical copies of this Agreement, or may store copies of the Agreement electronically. By signing or electronically executing this Agreement, Member confirms that its authorized representative has read and Member agrees to the terms of the Membership Agreement, the Bylaws, the INN Policies, and the Membership Fee Structure.

The undersigned, being duly authorized, hereby enters into this Agreement on behalf of the Member indicated below.

Name of Member Organization:

Name of Person Signing on Behalf of Member:

Title of Person Signing on Behalf of Member:

Signature:

Date: