

## DIRSIG Alliance Membership Agreement

This Membership Agreement (“Agreement”) is entered into by and between \_\_\_\_\_ (“Member”) and the Rochester Institute of Technology (“RIT”), a New York State not-for-profit educational corporation. This Agreement outlines the terms under which the Member will participate in the DIRSIG Alliance, a network of member entities supporting the advancement and maintenance of the Digital Imaging and Remote Sensing Image Generation (DIRSIG) software ecosystem.

The DIRSIG Alliance provides an organized framework for sustaining DIRSIG’s technical development, user engagement, and platform reliability. The Alliance is supported by membership dues that directly support the RIT DIRSIG team and DIRSIG activities such as software enhancements, documentation, training materials, and community support.

RIT anticipates the baseline DIRSIG ecosystem will continue to be made available, free-of-charge, to any eligible individual and entity who completes the DIRSIG training (including those who are not a member of the Alliance). However, this baseline version of DIRSIG will only be released on an annual basis and will only include minimal updates.

Only DIRSIG Alliance members will have exclusive access to participation in Member meetings and communications, new releases/versions, and extensive value-added services by the DIRSIG team. Members will have the opportunity to test new versions and features of DIRSIG, but most importantly have access to the community and support services not available to baseline DIRSIG users. The complete details of Member-exclusive benefits are described in the following membership tiers:

### Membership Tiers

<b>Tier</b>	<b>Annual Fee</b>	<b>Included Services</b>
<i>Individual</i>	2,500 USD	Access to quarterly releases for a single user.
<i>Support Partner</i>	50,000 USD	Access to weekly releases, participation in monthly member meetings (virtual), and recognition on the DIRSIG website.
<i>Development Partner</i>	100,000 USD	All <i>Support Partner</i> services, plus access to developer SDKs, training materials, and a member-specific support channel in the DIRSIG Community Slack.
<i>Integration Partner</i>	175,000 USD	All <i>Development Partner</i> services, plus assistance in the integration of DIRSIG into a Member product, a Developer Liaison for technical communication, support during the integration process, and website recognition of the Member product.
<i>Leadership Partner</i>	250,000 USD	All <i>Integration Partner</i> services, plus a DIRSIG Product Manager for customized collaboration, public recognition (press/blog) and advisory board representation.

Members in the *Leadership Partner* tier will have a seat on the DIRSIG Alliance Board of Advisors. Board members will participate in discussions that shape future DIRSIG ecosystem development in an advisory fashion.

Membership benefits are subject to reasonable change over time as the DIRSIG Alliance grows and evolves. RIT will notify Members of any such updates in advance.

### **Legacy and New User Support**

Any users that attended DIRSIG training in 2025 and beyond will be automatically enrolled in the Alliance *Individual* tier for 1 year. At the end of that year, the user can choose to enroll in the *Individual* or higher Alliance tier. If they choose not to join the Alliance, they will retain access to the baseline DIRSIG version. The baseline version *does not* include features introduced under Alliance funding.

### **Sponsored Research Credit**

In any given calendar year, a company or organization that engages in sponsored research with the DIRSIG team in an amount exceeding one hundred fifty thousand dollars (150,000 USD) shall be eligible to receive a single annual credit of fifty thousand dollars (50,000 USD) to be applied toward the cost of a *Support Partner* or higher Alliance Tier. This credit shall be issued no more than once per calendar year, irrespective of the total amount of sponsored research conducted during that year.

### **Member agrees to:**

- Pay annual membership dues within 30 days of invoice receipt, each year of the Agreement term to maintain services described above.
- Assign a contact person to serve as the Member's primary point of contact for DIRSIG Alliance engagement (required for *Integration Partner* and *Leadership Partner* tiers).

### **RIT agrees to provide:**

- Dedicated developers to ensure continuous DIRSIG progress and timely software updates.
- Quarterly or weekly builds (tier dependent) to test and use software enhancements, automatic testing, and enhanced reliability of DIRSIG for professional use.
- Maintenance of the DIRSIG website, documentation, benchmarking, and discussion forums.
- Limited access to in-person training sessions when offered (limit 4 attendees per Member per session, subject to seat availability) [Member is responsible for any expenses required to attend in-person training].
- Unlimited access to asynchronous basic and advanced training for all Member employees (once available).
- Monthly DIRSIG Alliance meetings (virtual) to discuss ongoing activities, future directions, development priorities, and member Q&A.
- An annual DIRSIG User's Conference for peer exchange and community development.
- A yearly report outlining Alliance activities, plans, and road maps.
- A DIRSIG Developer Liaison (for *Integration Partner* level members and above) for technical communication and engagement (up to 100 hours annually).
- A dedicated Product Manager (for *Leadership Partner* level members) for organization-

specific priorities (up to 100 hours annually).

## **Term and Termination**

The Term of this Membership Agreement will commence on the date of the last signature below and renew annually upon payment of dues in effect at the time of renewal.

Either Party may terminate this Agreement without cause with thirty (30) days prior written notice. If terminated by RIT, Member shall receive a prorated refund of their annual fee for the current year. If terminated by Member, no refunds will be issued.

All rights and services associated with the Member's tier will be revoked at the time of membership termination (or downgraded if membership tier is reduced).

## **Ownership**

RIT retains all rights, title and interest, including all copyright and intellectual property rights, in and to, the DIRSIG software, including without limitation all enhancements, improvements, bug fixes, updates, upgrades, modifications and derivative works thereof, and RIT reserves the sole right to develop, enhance, or otherwise modify the DIRSIG software. All rights not specifically granted in this Agreement are reserved by RIT.

Members may, from time to time, provide RIT with suggestions, enhancement requests, techniques, know-how, comments, feedback or other input with respect to the DIRSIG software (collectively, "Suggestions"). Unless otherwise agreed to in writing by the parties with respect to any Suggestion, and to the fullest extent permitted by law, Member hereby assigns to RIT on both Member and Member's users behalf, all right, title, and interest in, the Member's Suggestions; and RIT is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Suggestions, for any purpose whatsoever, including but not limited to, incorporating into the DIRSIG software, RIT's services, product, technology, enhancement, documentation or other developments related to the software. Notwithstanding the foregoing, RIT is not required to use any Member Suggestion or portion thereof.

## **Limitation of Liability and Disclaimer of Warranties**

RIT shall not be liable for any indirect, special, incidental, consequential, punitive, or other damage, loss or expense incurred or suffered by Member or any third party regardless of the nature of the claim therefore and even if advised of the possibility of such loss or damage. RIT's maximum liability to Member related to this Agreement shall not exceed the amounts paid by Member under this Agreement during the twelve (12) months preceding any such claim.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS EXPRESSLY STATED HEREIN, RIT MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT; FITNESS FOR A PARTICULAR PURPOSE; MERCHANTABILITY; OR

DESIGN, USE, ORIGINALITY, OR ACCURACY OF THE PROJECT IP, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER OR IN CONNECTION WITH THIS AGREEMENT. NOTHING HEREIN SHALL CONSTITUTE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEVEL OF SERVICE(S) TO BE PROVIDED, NOR SHALL IT BE DEEMED TO CONSTITUTE A SERVICE LEVEL AGREEMENT (SLA) FOR DIRSIG SOFTWARE SUPPORT.

## Miscellaneous

**Non-Gift Status:** Member acknowledges that this Agreement is a fee-for-membership arrangement and does not constitute a charitable contribution. No tax-deductible gift receipt will be issued in connection with this membership.

**Export Control and Embargoed Countries:** Alliance membership and access to DIRSIG is subject to all applicable export control laws and regulations, including but not limited to EAR, ITAR, OFAC, and limitations on specially designated nationals. RIT reserves the rights to deny and/or modify any Member's participation in accordance with its policies and applicable law. Member warrants they are not organized or resident in a country or territory that is subject to U.S., EU, or United Nations comprehensive trade sanctions (*e.g.*, Crimea, Cuba, North Korea, Iran, and Syria, as such list may be amended). Member further warrant that it is not the target of any trade sanctions administered or enforced by the U.S. Government, the EU, the United Nations, or other applicable governmental authority and are not acting on behalf of any target of trade sanctions.

**Assignment:** Neither party shall assign its rights or duties under this Agreement without the prior express written consent of the other party; provided, however, that Member may assign this Agreement to a successor in ownership of all or substantially all its business assets who expressly in writing assumes Member's obligations hereunder.

**Entire Agreement; Amendment:** This document represents the entire understanding between the Parties with respect to membership in the DIRSIG Alliance and may only be amended in writing signed by both Member and an authorized RIT representative. All other terms and conditions, including those related to the DIRSIG software, including the DIRSIG End User License Agreement shall remain in full force and effect as applicable.

**Counterparts; Electronic Signature:** This Agreement may be executed in counterparts, and electronic formats (*e.g.* PDF or JPG) are valid and enforceable.

**Force Majeure; Governing Law:** Neither Party shall be held liable for delays or failures beyond its control. This Agreement shall be governed by the laws of the State of New York without regard to its conflicts of law provisions. Any action to enforce this Agreement must be brought in a court situated in, and the parties hereby consent to the jurisdiction of courts situated in Monroe County, New York. Each Party hereby waives the right to claim that any such court is an inconvenient forum for the resolution of such action.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates below.

**Rochester Institute of Technology**

**[Name of Member]**

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date