



WORKING GROUP PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT (the “Participation Agreement”) is effective as of this _____ day of _____, 201_ (the “Effective Date”) by and between Eclipse Foundation, Inc. (“Eclipse” or the “Eclipse Foundation”), a not-for-profit corporation incorporated in the State of Delaware, USA, and _____ (“Company”).

WHEREAS, Company has entered into, or desires to enter into, or is an Affiliate (as defined in the Eclipse Bylaws) of another entity that has entered into, Eclipse’s standard membership agreement (the “Membership Agreement”) to participate in Eclipse;

WHEREAS, Company, desires to participate in one or more Working Groups (the “Working Groups”) as specified in the Exhibits to this Agreement and established under the then-current Eclipse Working Group Process (the “WG Process”);

NOW THEREFORE, ECLIPSE AND COMPANY AGREE AS FOLLOWS:

1. Definitions

- (a) “Membership Dues” are those annual fees for membership in the Eclipse Foundation as set forth in the Membership Agreement.
- (b) “Participation Fees” are those annual fees (if any) for participating in a Working Group, as established by the Working Group’s Steering Committee and set forth in the Working Group’s Charter (a URL link to which is provided in the relevant Exhibit), as adopted and amended from time to time pursuant to the WG Process. At its discretion, each Working Group Steering Committee may, pursuant to the WG Process, establish different tiers of participation and associated fees for each organization participating in the Working Group.
- (c) “Working Group Fees” is the sum of any annual Membership Dues and Participation Fees required to participate in a Working Group.

2. Term.

The term of this Participation Agreement (the “Participation Term”) shall commence as of the Effective Date and, except as provided below, shall continue indefinitely, subject to the rights of termination set forth in Section 9 below.



3. Membership Agreement

(a) Company as a Current Member.

If, as of the Effective Date, Company is party to an effective Eclipse Membership Agreement (a “Current Member” and a “Current Membership Agreement”) but is not a Strategic, Enterprise or Solutions Member (as those terms are defined in the Eclipse Membership Agreement), then Company’s current membership status will be amended to that of Solutions Member. If Company is, as of the Effective Date, a Strategic, Enterprise, or Solutions Member, such status shall remain unchanged. Nothing in this Agreement is intended to preclude any Affiliate of any Current Member that is a Strategic, Enterprise or Solutions Member from independently entering into this Agreement on its own behalf.

(b) Affiliate as a Current Member

If, as of the Effective Date, Company is not a Current Member but is an Affiliate of an entity that is a Current Member, nothing herein shall operate to amend the membership status of such Affiliate.

(c) New Members

If, as of the Effective Date, neither Company nor any Affiliate is a Current Member, then Company accepts and agrees to all of the terms and conditions of the Membership Agreement attached hereto as Exhibit A, at the Strategic, Enterprise or Solutions Member level as stipulated by Company, and all such terms and conditions of the Membership Agreement are incorporated herein by reference and operate in this Participation Agreement as if they were expressly set forth herein.

4. Logo Agreement

[This section intentionally left blank.]

5. Working Groups

Company may elect to participate in one or more Working Groups at Eclipse. Company shall indicate which Working Groups they wish to participate in by executing the relevant Exhibit hereto for each selected Working Group (“Selected Working Groups”). For each Selected Working Group, Company will participate in, and receive the services of, such Selected Working Group commensurate with the Eclipse Foundation Membership level of Company or its Affiliate, as applicable, and the level of Working Group participation selected by Company in the relevant Exhibit. A full description of the Working Group participation levels and services is specified in each Working Group Charter, as defined in the WG Process.



6. Fees

Company agrees to pay Working Group Fees to participate in the Selected Working Groups set forth in the Exhibits hereto. The Working Group Fees for each Working Group shall be shown to include both the minimum Membership Dues (e.g. typically Solutions Member), and the Participation Fees required for each level of participation in the Working Group, it being understood that to the extent that Company is a Current Member at the Solutions, Strategic or Enterprise level, or an Affiliate of a Current Member at the Solutions, Strategic or Enterprise level, it shall not be required to pay the Membership Dues and shall be required only to pay the Participation Fees for each Selected Working Group. To the extent a Company is obligated to pay Membership Dues, such dues will only be payable once annually, regardless of how many Working Groups Company participates in.

Eclipse shall invoice Company for the applicable portion of the Working Group Fees (i.e., Membership Dues and/or Participation Fees for each Selected Working Group). If Company's payment of such invoice is not fully paid within sixty (60) days of its invoice date, a late fee representing one percent (1%) of the delinquent amount shall be added to the amounts due an owing, compounded monthly, commencing on the 31st day after Effective Date.

7. Redistribution

The Steering Committee of the Working Group will be responsible for categorizing the copyrightable material, including without limitation software, documentation, articles, whitepapers, and presentation materials ("Content") that is produced by the Working Group. Categories will include "Working Group Private", "WG Binary", and others defined by the Steering Committee. The Steering Committee will establish guidelines for the use of these categories of Content.

Any binary code received through the Working Group and categorized as WG Binary (the "Binary Code") may not be redistributed unless it is integrated into, or updates, a commercial software product, or custom developed software, and is distributed pursuant to an Object Code License ("Re-distributable Binary Code"). As used herein, the term "Object Code License" shall mean a license agreement for the use of object code of commercial software, which includes provisions that prohibits reverse engineering and precludes subsequent licensees from redistribution of the Binary Code unless it is integrated into, or updates, a commercial software product, or custom developed software, and is distributed pursuant to a license with the same prohibitions. The failure of any licensee to restrict distribution of the Binary Code as set forth herein shall be a material breach of the terms of this Agreement. This Section 7 will survive expiration or termination of this Agreement.



8. No Amendments

This Participation Agreement is in no way intended to modify or supersede the Membership Agreement, which is expressly incorporated herein.

9. Termination.

- a) Company may terminate its participation in any Selected Working Group by sending written notice to the Secretary of the Eclipse Foundation directed to the address set forth below.
- b) A termination of the Membership Agreement shall automatically terminate this Participation Agreement and, except as expressly set forth in this Agreement, the Membership Agreement, or in any license granted to software or other content while a Member, no rights shall survive hereunder.
- c) Company shall not be entitled to receive any refund, pro rata or otherwise, of any fee, dues, or assessments under this Agreement for the balance of the year in which the termination is effective.

10. Applicable Law

This Participation Agreement shall be construed and controlled by the laws of the State of New York without reference to conflict of laws principles. To the extent that Company is an Affiliate of a Member, nothing herein is intended to make one entity jointly liable for the obligations of the other.



Eclipse Foundation, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

ECLIPSE FOUNDATION, INC.	COMPANY:
102 Centerpointe Drive Ottawa, ON, Canada, K2G 6B1 membership@eclipse.org	
By: _____	By: _____
Name: _____ <i>(please print)</i>	Name: _____ <i>(please print)</i>
Title: _____	Title: _____



Eclipse Foundation, Inc.

EXHIBIT A

MEMBERSHIP AGREEMENT

This Exhibit A is applicable only when Company is not, as of the Effective Date, already a Current Member at the Solutions, Strategic or Enterprise level, or an Affiliate of a Current Member at the Solutions, Strategic or Enterprise level.



EXHIBIT B

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EXHIBIT C

LONG TERM SUPPORT WORKING GROUP

Company agrees to participate in the Long Term Support Working Group (“LTS WG”), and to pay the fees specified in the LTS WG Charter available at http://www.eclipse.org/org/industry-workgroups/ltsiwg_charter.php.

Company will participate in the LTS WG at the following level, as specified in the LTS WG Charter:

- Participant Member
- Premium Member
- Steering Committee Member
(please select one item above)

LTS Steering Committee membership is provided at no additional charge to Strategic Members paying the maximum level of dues (\$250K).

LTS Premium membership is provided at no additional charge to Strategic Members paying dues in excess of \$100K.

LTS Participant Member Fees

Turnover	Eclipse Solution Membership	LTS Participant	Total
>\$250 million	\$20,000	\$10,000	\$30,000
>\$100 million <= \$250 million	\$15,000	\$10,000	\$25,000
>\$50 million <= \$100 million	\$10,000	\$7,500	\$17,500
>\$10 million <= \$50 million	\$7,500	\$7,500	\$15,000
<\$10 million	\$5,000	\$5,000	\$10,000
<\$1 million & < 10 employees	\$1,500	\$1,500	\$3,000



LTS Premium Member Fees

Turnover	Eclipse Solution Membership	LTS Premium	Total
>\$250 million	\$20,000	\$20,000	\$40,000
>\$100 million <= \$250 million	\$15,000	\$20,000	\$35,000
>\$50 million <= \$100 million	\$10,000	\$15,000	\$25,000
>\$10 million <= \$50 million	\$7,500	\$10,000	\$17,500
<\$10 million	\$5,000	\$10,000	\$15,000

LTS Steering Committee Member Fees

Turnover	Eclipse Solution Membership	LTS SC	Total
>\$250 million	\$20,000	\$30,000	\$50,000
>\$100 million <= \$250 million	\$15,000	\$30,000	\$45,000
>\$50 million <= \$100 million	\$10,000	\$20,000	\$30,000
>\$10 million <= \$50 million	\$7,500	\$20,000	\$27,500
<\$10 million	\$5,000	\$15,000	\$20,000

IN WITNESS WHEREOF, the parties hereto have executed this Exhibit C as of the ____th day of _____, 201__.

ECLIPSE FOUNDATION, INC.

COMPANY:

By: _____

By: _____

Name: _____
(please print)

Name: _____
(please print)

Title: _____

Title: _____



EXHIBIT D

POLARSYS WORKING GROUP

Company agrees to participate in the Polarsys Working Group (“Polarsys WG”), and to pay the fees specified in the Polarsys WG Charter available at http://www.eclipse.org/org/industry-workgroups/polarsys_charter.php

Company will participate in the Polarsys WG at the following level, as specified in the Polarsys WG Charter:

- Participant Member
- Steering Committee Member
- Guest Member (by invitation of the PolarSys Steering Committee)
(please select one item above)

PolarSys Strategic membership is provided at no additional charge to Eclipse Foundation Strategic Members paying the maximum level of dues (\$250K).

PolarSys Participant membership is provided at no additional charge to Eclipse Foundation Strategic Members paying dues equal to or in excess of \$100K.

Polarsys Participant Member Fees

Turnover	Eclipse Solution Membership	Polarsys Membership	Total
>\$250 million	\$20.000	\$10.000	\$30.000
>\$100 million <= \$250 million	\$15.000	\$10.000	\$25.000
>\$50 million <= \$100 million	\$10.000	\$10.000	\$20.000
>\$10 million <= \$50 million	\$7.500	\$7.500	\$15.000
<\$10 million	\$5.000	\$5.000	\$10.000
<\$1 million & < 10 employees	\$1.500	\$1.500	\$3.000

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Polarsys Steering Committee Member Fees

Turnover	Eclipse Solution Membership	Polarsys Membership	Total
>\$250 million	\$20.000	\$30.000	\$50.000
>\$100 million <= \$250 million	\$15.000	\$30.000	\$45.000
>\$50 million <= \$100 million	\$10.000	\$30.000	\$40.000
>\$10 million <= \$50 million	\$7.500	\$20.000	\$27.500
<\$10 million	\$5.000	\$20.000	\$25.000

IN WITNESS WHEREOF, the parties hereto have executed this Exhibit D as of the __th day of _____, 201__.

ECLIPSE FOUNDATION, INC.

COMPANY:

By: _____

By: _____

Name: _____
(please print)

Name: _____
(please print)

Title: _____

Title: _____



EXHIBIT E

LOCATIONTECH WORKING GROUP

Company agrees to participate in the LocationTech Working Group (“LocationTech WG”), and to pay the fees specified in the LocationTech WG Charter available at http://www.eclipse.org/org/industry-workgroups/locationtech_charter.php

Company will participate in the LocationTech WG at the following level, as specified in the LocationTech WG Charter:

- Participant Member
- Steering Committee Member
- Guest Member (by invitation of the Steering Committee)
(please select one item above)

LocationTech Strategic membership is provided at no additional charge to Eclipse Foundation Strategic Members paying the maximum level of dues (\$250K).

LocationTech Participant membership is provided at no additional charge to Eclipse Foundation Strategic Members paying dues equal to or in excess of \$100K.

LocationTech Participant Member Fees

Turnover	Eclipse Solution Membership	LocationTech Membership	Total
>\$250 million	\$20,000	\$10,000	\$30,000
>\$100 million <= \$250 million	\$15,000	\$7,500	\$22,500
>\$50 million <= \$100 million	\$10,000	\$3,500	\$13,500
>\$10 million <= \$50 million	\$7,500	\$2,250	\$9,750
<\$10 million	\$5,000	\$1,000	\$6,000
<\$1 million & < 10 employees	\$1,500	\$500	\$2,000



LocationTech Strategic Member Fees

Turnover	Eclipse Solution Membership	LocationTech Membership	Total
>\$250 million	\$20,000	\$30,000	\$50,000
>\$100 million <= \$250 million	\$15,000	\$25,000	\$40,000
>\$50 million <= \$100 million	\$10,000	\$20,000	\$30,000
>\$10 million <= \$50 million	\$7,500	\$15,000	\$22,500
<\$10 million	\$5,000	\$10,000	\$15,000

IN WITNESS WHEREOF, the parties hereto have executed this Exhibit E as of the __th day of _____, 201__.

ECLIPSE FOUNDATION, INC.

COMPANY:

By: _____

By: _____

Name: _____
(please print)

Name: _____
(please print)

Title: _____

Title: _____



EXHIBIT F

OPEN MEASURED DATA MANAGEMENT WORKING GROUP

Company agrees to participate in the Open Measured Data Management Working Group (“WG”) and to pay the fees specified in the Open Measured Data Management Working Group Charter available at https://www.eclipse.org/org/workinggroups/mdmwg_charter.php

Company will participate in WG at the following level, as specified in WG Charter:

- Driver Member
 - User Member
 - Application Vendor Member
 - Service Provider Member
 - Guest Member (by invitation of the Steering Committee)
- (please select one item above)*

WG Member Fees

The following table lists the annual Eclipse Foundation membership fees and the openMDM working group fees payable to the Eclipse Foundation Inc.

Turnover	Eclipse Solution Membership	WG Fees Driver Member	WG Fees User Member	Other
>\$250 million	\$20,000	\$ 40,000	\$6700	\$0
>\$100 million <= \$250 million	\$15,000	\$ 40,000	\$6700	\$0
>\$50 million <= \$100 million	\$10,000	\$ 40,000	\$6700	\$0
>\$10 million <= \$50 million	\$7,500	\$ 40,000	\$6700	\$0
<\$10 million	\$5,000	\$ 40,000	\$6700	\$0
<\$1 million & < 10 employees	\$1,500	\$ 40,000	\$6700	\$0

Application Vendor members and Service Provider are required to provide 10 manpower units of participation services to the WG per year.



Eclipse Foundation, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Exhibit F as of the ___th day of _____, 201__.

ECLIPSE FOUNDATION, INC.

COMPANY:

By: _____

By: _____

Name: _____
(please print)

Name: _____
(please print)

Title: _____

Title: _____



EXHIBIT G

OPENPASS WORKING GROUP

This Exhibit is made part of and subject to the Eclipse Working Group Participation Agreement and entered into by the undersigned Company.

Company agrees to participate in the openPASS Working Group (“WG”) and to pay the fees specified in the openPASS Working Group Charter available at:

http://www.eclipse.org/org/workinggroups/openpasswg_charter.php

Company will participate in working group at the following level, as specified in working group charter:

- Driver Member
- Service Provider Member
- User Member

WG Member Fees Turnover	Eclipse Solution Membership	WG Membership	Total
>\$250 million	\$20,000	\$ 0*	\$20,000
>\$100 million <= \$250 million	\$15,000	\$ 0*	\$15,000
>\$50 million <= \$100 million	\$10,000	\$ 0*	\$10,000
>\$10 million <= \$50 million	\$7,500	\$ 0*	\$7,500
<\$10 million	\$5,000	\$ 0*	\$5,000
<\$1 million & < 10 employees	\$1,500	\$ 0*	\$1,500

* No additional WG fees payable to the EMO are set.

Additionally, each member has to provide annual participation services to the working group, measured in manpower units or funds:

- Driver Member: 90 manpower units per year, plus \$5,000 USD per year in working group-related spending.
- All other Member Classes (except Guest Member): 10 manpower units per year



Eclipse Foundation, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Exhibit G as of the ___th day of _____, 201__.

ECLIPSE FOUNDATION, INC.

COMPANY:

By: _____

By: _____

Name: _____
(please print)

Name: _____
(please print)

Title: _____

Title: _____