

ECLIPSE CLOUD DEVELOPMENT TOOLS WORKING GROUP PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT (the “Participation Agreement”) is effective as of this ____ day of _____, 20__ (the “Effective Date”) by and between Eclipse Foundation, Inc. (“Eclipse Foundation”), a not-for-profit corporation incorporated in the State of Delaware, USA, and _____ (“Participant”).

WHEREAS, Participant has entered into, or agrees to enter into Eclipse Foundation’s Membership Agreement (the “Membership Agreement”) to participate in Eclipse Foundation;

WHEREAS, Participant desires to participate in Eclipse Cloud Development Tools Working Group (the “Working Group” or “WG”), which is one of Eclipse Foundation’s Working Groups (the “Eclipse Working Groups”) as specified in the Exhibits to this Agreement and as updated from time to time, and established under the then-current Eclipse Working Group Process (the “WG Process”);

NOW THEREFORE, ECLIPSE FOUNDATION AND PARTICIPANT AGREE AS FOLLOWS:

1. Definitions
 - (a) “Eclipse Membership Dues” are those annual fees for membership in the Eclipse Foundation at large as set forth in the Membership Agreement.
 - (b) “WG Participation Fees” are those annual fees (if any) for participating in the 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 Exhibit C), as adopted and amended from time to time pursuant to the Working Group Process. At its discretion, the Working Group Steering Committee may, pursuant to the Working Group Process, establish different tiers of participation and associated fees for the organizations participating in the Working Group.
 - (c) “Combined Fees” is the sum of any annual Eclipse Membership Dues and WG Participation Fees required to participate in the Working Group.
2. Term.

The term of this Participation Agreement (the “Participation Term”) shall commence as of the Effective Date and shall continue indefinitely, subject to the rights of termination set forth in Section 7 below.

3. Working Group Participation

Participant agrees to participate in, to fulfill the obligations of, if any, and to receive the benefits of participating in this Working Group commensurate with the level of Working Group participation selected by Participant in Exhibit C, and as specified in the Working Group Charter. Nothing in this Agreement is intended to preclude any Affiliate (as that term is defined in the Eclipse Bylaws) of any Member that is a Strategic, Enterprise or Solutions Member from independently entering into this Agreement on its own behalf, and exercising all of the rights herein. Additional terms relating to Participant's participation in the Working Group are set forth on Exhibit C.

4. Membership Agreement

If, as of the Effective Date, Participant is not party to an effective Membership Agreement then Participant accepts and agrees to all of the terms and conditions of the Eclipse Membership Agreement attached hereto as Exhibit A, at the Solutions membership level, and all such terms and conditions of the Eclipse Membership Agreement are incorporated herein by reference and operate in this Participation Agreement as if they were expressly set forth herein, and Participant agrees to be a Solutions Member of the Eclipse Foundation.

5. Contributions to Working Group

If, as of the Effective Date, Participant has not already executed the Membership Committer and Contributor Agreement, Participant accepts and agrees to all of the terms and conditions of the Membership Committer and Contributor Agreement attached hereto as Exhibit B, and all such terms and conditions of the Member Committer and Contributor Agreement are incorporated herein by reference and operate in this Participation Agreement as if they were expressly set forth herein.

6. Fees

Participant agrees to pay the Combined Fees, including the WG Participation Fees as defined in the Working Group Charter and which are included in Exhibit C for reference. These fees may be amended from time to time in accordance with the Working Group Charter. Notwithstanding the foregoing, to the extent Participant has paid working group participation fees for participation in other working groups, and as part of such payments has paid the Membership Dues for the period of twelve (12) months from the Effective Date (or any subsequent anniversary period), Participant shall be credited with such Membership Dues against the Combined Fees due hereunder (i.e., the Membership Dues will only be payable once annually, regardless of how many Working Groups Participant participates in).

Payment of all fees must be made in accordance with the Eclipse Bylaws.

7. Termination.

- a) Subject to any terms noted in the Exhibits below, Participant may terminate its participation in the Working Group by sending written notice to the Secretary of the Eclipse Foundation directed to the address set forth below:

2934 Baseline Road, Suite 202
Ottawa, ON
K2H 1B2 Canada

- b) A termination of the Participant's Membership Agreement shall automatically terminate this Participation Agreement and, except as expressly set forth in this Participation Agreement, the Membership Agreement, or in any license granted to software or other content while a Member, no rights or benefits shall survive hereunder.
- c) Participant shall not be entitled to receive any refund, pro rata or otherwise, of any fee, dues, or assessments under this Participation Agreement. Notwithstanding a termination under this Section 7 (other than Section 7(d) below), and subject to the terms of Section 6, Participant shall remain obligated to pay the full Combined Fees due and unpaid hereunder.
- d) This Participation Agreement shall terminate if the Working Group is terminated in accordance with the Eclipse Foundation Working Group Process. Participant's Membership Agreement and Member Committer and Contribution Agreement shall survive such termination.

8. General

This Participation Agreement shall be construed and controlled by the laws of the State of New York without reference to conflict of laws principles. This Participation Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument. The relationship of the Eclipse Foundation and Participant established by this Participation Agreement is that of independent contractors. This Participation Agreement does not give either party the power to direct and control the day to day activities of the other, constitute the parties as partners, joint venturers, co-owners, principal-agent or otherwise participants in a joint or common undertaking, or, except as expressly provided herein, allow either party to create or assume any obligation on behalf of the other for any purpose whatsoever.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

SIGNATURE PAGE FOLLOWS.



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

PARTICIPANT

By: _____

Printed Name: _____

Title: _____

Date: _____

I have the authority to bind the corporation.

ECLIPSE FOUNDATION INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

I have the authority to bind the corporation.

EXHIBIT A

MEMBERSHIP AGREEMENT

As provided for in Section 4 herein, this Exhibit A is relevant only when Participant is not, as of the Effective Date, already a party to an effective Eclipse Membership Agreement.

The Eclipse Membership Agreement, incorporated herein by reference in its then-current form, is available at: https://www.eclipse.org/membership/become_a_member/

EXHIBIT B

Member Committer and Contributor Agreement

As provided for in Section 5 herein, this Exhibit B is relevant only when Participant has not, as of the Effective Date, already executed the then current Member Committer and Contributor Agreement.

The Member Committer and Contributor Agreement, incorporated herein by reference in its then-current form, is available at:

https://www.eclipse.org/legal/committer_process/EclipseMemberCommitterAgreementFinal.pdf

EXHIBIT C

Additional Terms relating to Participation in the Working Group

This Exhibit is made part of and subject to this Participation Agreement and entered into by the undersigned Participant.

Participant agrees to participate in the Eclipse Cloud Development Tools Working Group (“WG”) and to pay the WG Participation Fees specified in the Eclipse Cloud Development Tools Working Group Charter, which are illustrated in the tables below for convenience, and as amended from time-to-time in accordance with the WG Process. The Working Group Charter is available at:

https://www.eclipse.org/org/workinggroups/eclipse_cloud_development_charter.php

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

- Strategic Member
- Participant Member
- Guest Member

In addition, if Participant is a Strategic Member, Company agrees that notwithstanding any right of termination as provided for in the Membership Agreement or this Participation Agreement, Company agrees to remain a Member of Eclipse Foundation for the period beginning as of the last date of execution of this Exhibit C to this Participation Agreement, and extending at least as long as the end of three (3) years after the date Participation Fees for this Working Group are paid in full for the first year of participation in this Working Group. During such period, the Participant shall pay all Combined Fees as due under this Participation Agreement and the Eclipse Membership Agreement.

_____ Strategic members - please initial

Note: In 2019 the WG Participation Fees will be \$0 The initial Steering Committee will be tasked with defining a fee structure and budget for following years, starting with calendar year 2020, based on resource requirements to achieve the objectives of the group.

Corporate Revenue	Strategic Member Annual Fees
Annual Corporate Revenues greater than \$1 billion	TBD
Annual Corporate Revenues greater than \$500 million but less than or equal to \$1 billion	TBD
Annual Corporate Revenues greater than \$100 million but less than or equal to \$500 million	TBD
Annual Corporate Revenues greater than \$10 million but less than or equal to \$100 million	TBD
Annual Corporate Revenues less than or equal to \$10 million	TBD

Corporate Revenue	Participant Member Annual Fees
Annual Corporate Revenues greater than \$1 billion	TBD
Annual Corporate Revenues greater than \$500 million but less than or equal to \$1 billion	TBD
Annual Corporate Revenues greater than \$100 million but less than or equal to \$500 million	TBD
Annual Corporate Revenues less than or equal to \$100 million	TBD



Guest members pay no WG Participation Fees.

IN WITNESS WHEREOF, the parties hereto have executed this Exhibit C as of the ____th day of _____, 20__.

PARTICIPANT

ECLIPSE FOUNDATION INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I have the authority to bind the corporation.

I have the authority to bind the corporation.