

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

WHEREAS, Participant, desires to participate in OpenADx Working Group (the “Working Group”), 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, except as provided below, shall continue indefinitely, subject to the rights of termination set forth in Section 7 below.

3. Membership Agreement

As all parties to the Working Group must agree to be a Member of the Eclipse Foundation, Participant explicitly agrees that if, as of the Effective Date, it is not already a Member of the Eclipse Foundation (as defined by the Eclipse Bylaws), then one of the two following conditions apply:

(a) Affiliate as a Current Member

If Participant is an Affiliate of an entity that is a current Member (“Current Member”), then Participant is bound by all of the terms and conditions of such Current Member’s Membership Agreement. Nothing herein shall operate to amend the membership status of the Current Member.

(b) New Members

If Participant nor any Affiliate is a Current Member, then Participant accepts and agrees to all of the terms and conditions of the Membership Agreement attached hereto as Exhibit A, at the Strategic, Enterprise, Solutions, or Associate Member level as explicitly stipulated by Participant, 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, and Participant agrees to be a Member of the Eclipse Foundation.

4. 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.

5. Fees

Participant agrees to pay all Combined Fees as defined in the Working Group Charter, which are included in Exhibit C for reference. These fees may be amended from time to time in accordance with the Working Group Charter. To the extent Participant is obligated to pay WG Participation Fees for participation in multiple Eclipse Foundation working groups, 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.

6. Confidential Artifacts

Among the other responsibilities of the Working Group Steering Committee, it will be responsible for categorizing all copyrightable material, including without limitation documentation, articles, whitepapers, marketing and presentation materials (“Content”) that is produced by the Working Group. Categories may include “Working Group Private”, and others defined by the Steering Committee. The Steering Committee will establish guidelines for the use of these categories of Content. The failure of Participant to adhere to these categorizations is considered a breach of this Agreement.

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.
- b) A termination of the Membership Agreement by either Participant, or its Affiliate if Participant became a Current Member as per Section 3(a) herein, 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 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 Agreement.
- d) This Participation Agreement shall terminate if the Working Group is terminated in accordance with the 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. To the extent that Participant is an Affiliate of a Member, nothing herein is intended to make one entity jointly liable for the obligations of the other. 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,



Eclipse Foundation, Inc.

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.

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

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.

EXHIBIT A

MEMBERSHIP AGREEMENT

This Exhibit A is applicable only when Participant is not, as of the Effective Date, already a Current Member, or an Affiliate of a Current Member.

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

This Exhibit B is applicable 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

OpenADx 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 OpenADx Working Group (“WG”), to contribute the employee service days, and to pay the WG Participation Fees as specified in the OpenADx 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, and available at:

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

During the incubation period, which is prior to June 30, 2020, Participant will participate in the working group at the following level, as specified in the Working Group Charter:

- Interested Party
- Participant Member
- Committer Member

Following the incubation period, which ends June 30, 2020, Participant will participate in the working group at the following level, as specified in the Working Group Charter:

- Driver Member
- Development Member
- User Member
- Committer Member

Corporate Revenue	WG Fees Driver Member	WG Fees Development Member	WG Fees User Member
> \$250 million	\$ 0	\$ 0	\$ 0
> \$100 Million <= \$250 million	\$ 0	\$ 0	\$ 0
> \$50 million <= \$100 million	\$ 0	\$ 0	\$ 0
> \$10 million <= \$50 million	\$ 0	\$ 0	\$ 0
< \$10 million	\$ 0	\$ 0	\$ 0
< \$1 million, < 10 employees	\$ 0	\$ 0	\$ 0
# Employee Service Days to be Contributed	90	10	10

Committer members pay no Participation Fees, but are expected to participate for a minimum of 10 days annually

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

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.