

ECLIPSE 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 agrees to enter into Eclipse Foundation’s Membership Agreement (the “Membership Agreement”) to participate in Eclipse Foundation;

WHEREAS, Participant has entered into, or agrees to enter into Eclipse Foundation’s Member Committer and Contributor Agreement (the “Member Committer and Contributor Agreement”); and

WHEREAS, Participant desires to participate in the Eclipse OpenADx 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 Participation Agreement and as updated from time to time 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 charter of the Working Group (the “Working Group Charter”) (a URL link to which is provided in Exhibit C), as adopted and amended from time to time pursuant to the WG Process. At its discretion, the Working Group’s Steering Committee may, pursuant to the WG 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 Foundation 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 terms of Section 7, Termination.

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 Participation Agreement is intended to preclude any Affiliate (as that term is defined in the Eclipse Foundation Bylaws) of any Member from independently entering into this Participation Agreement on its own behalf, and exercising all of the rights herein.

4. Membership Agreement

If, as of the Effective Date, Participant is not party to an effective Membership Agreement then Participant hereby accepts and agrees to all of the terms and conditions of the Membership Agreement attached hereto as Exhibit A and agrees that 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. 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 Member 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 agrees that 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 WG Participation Fees may be amended from time to time in accordance with the Working Group Charter; however, any change in WG Participation Fees will not be applied retroactively, and shall take effect on the next anniversary of the Effective Date following the change in WG Participation Fees. Notwithstanding the foregoing, to the extent Participant has paid working group participation fees for participation in other Eclipse Foundation working groups, and as part of such payments has paid the Eclipse Membership Dues for any period of time following the Effective Date of this Participation Agreement, Participant shall be credited with that portion of such Eclipse Membership Dues against the Combined Fees due hereunder (i.e., no portion of the Membership Dues will be required to be paid more than once for the same period of time, regardless of how many Working Groups Participant participates in).

Payment of all fees must be made in accordance with the Eclipse Foundation 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) This Participation Agreement shall terminate if the Working Group is terminated in accordance with the Eclipse Foundation WG Process. Participant's Membership Agreement and Member Committer and Contribution Agreement shall survive such termination.
- (d) Notwithstanding any termination of this Participation Agreement under this Section 7 or otherwise, Participant shall not be entitled to receive any refund, pro rata or otherwise, of any fee, dues, or assessments paid under this Participation Agreement. Notwithstanding a termination under this Section 7 (other than Section 7(c)), and subject to the terms of Section 6, Participant shall remain obligated to pay the full Combined Fees or portion thereof due and unpaid hereunder.

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.



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

PARTICIPANT

ECLIPSE FOUNDATION INC.

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

I have the authority to bind the corporation.

I have the authority to bind The Eclipse Foundation.

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

Eclipse 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”) 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

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

- Driver Member
- Development Member
- User Member
- Guest Member

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

Note: In 2020 the Working Group Participation Fees will be \$0. Fee structure will be in place commencing January 1, 2021.



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

PARTICIPANT

ECLIPSE FOUNDATION INC.

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

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