

# **DRAFT May 07 2012**

## **OSLC MEMBER AGREEMENT**

This OSLC Member Agreement ("this Agreement") is a binding contract between the OSLC Members, collectively, which constitute OSLC, and the individual who executes below, as an authorized representative of an Entity or as Independent OSLC Member ("Member"). This Agreement becomes effective after execution of this Agreement by the Member clicking on the "I Accept" button, on the date on which an OSLC Steering Committee Member sends, on behalf of the OSLC, a written acceptance to this Agreement by electronic mail or physical mail to the OSLC Member Principle Contact address of record in Schedule A ("the Effective Date").

### **1. Definitions**

A capitalized term has the meaning set forth in the OSLC bylaws as they appear at [URL](#) ("the Bylaws"), unless such capitalized term is defined by enclosure in brackets and parentheses in this Agreement.

### **2. Membership Information**

The information in Schedule A may be amended at any time in the official membership records of OSLC by the Primary Contact designated on Schedule A without amending this Agreement.

### **3. Compliance and Obligations**

#### **3.1 The Bylaws**

The Member agrees to abide by the terms of the Bylaws, and as the same may from time to time be amended pursuant to Section 3.3 of this Agreement by the Steering Committee of OSLC.

#### **3.2 Workgroups and Intellectual Property Rights ("IPR") Policy**

The Member agrees that, to join and participate in a Workgroup, the Member will execute a Workgroup Participation Agreement ("WPA"), agreeing to abide by the terms of (a) the [IPR policy](#) of OSLC as it appears at [URL](#) ("the IPR Policy") as of the date of executing the WPA, which may be amended after the Execution Date pursuant to Section [XX](#) of this Agreement.

#### **3.3 Amendments to OSLC Governance and Participation Documents**

The Steering Committee may amend OSLC Governance and Participation Documents, including the [Bylaws](#) and IPR Policy, including creating additional rules, guidelines or policies at any time, and the Member agrees to abide by the terms thereof; provided, however, that (a) any such amendments that would materially and potentially adversely affect Members' rights and obligations as regards any OSLC Policy or its Bylaws shall not bind the Member in less than sixty (60) calendar days from the date that Notice of such action is given to the Member in the manner set forth in Section 5 of this Agreement, and (b) no such amendment or new Policy shall have any retroactive effect. In the event that the Member does not wish to be bound by any

such amendment or new Policy, it may withdraw its membership as provided in the Bylaws prior to the effective date of such amendment.

#### **4. Term and Termination**

This Agreement shall be coterminous with the OSLC Membership of the OSLC Member in accordance with the Bylaws.

#### **5. Authorization for Future Membership**

I hereby authorize the OSLC Steering Committee to enter into OSLC Member Agreements with future OSLC Members, thereby binding me, as a representative of an Entity or as an individual in the case of an Independent OSLC Member, to the terms and conditions of such future OSLC Member Agreements.

#### **6. Notices**

Except to the extent otherwise explicitly required or permitted by the Bylaws or another OSLC Governance and Participation Documents, all notices under this Agreement ("Notices") shall be sent by mail or electronic mail, and (as appropriate) shall be sent to OSLC Member Principle Contact at its address of record in Schedule A, and shall be deemed given when sent. OSLC may make required distributions of information to a Member by sending to the Member a notice of the [URL](#) where that information is located.

#### **7. Assignment**

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other, except in the case of a transfer or sale of all or substantially all of the business or assets of a Member, or a merger, consolidation, or other transaction that results in a change in control of such Member, provided that the surviving entity must agree to the terms of this Agreement.

#### **8. Effectiveness and Interpretation of Agreement**

This Agreement shall be construed under and governed by the laws of the State of New York, USA, without reference to conflict-of-laws principles. This Agreement, including all attachments, sets forth the entire understanding of OSLC and Member and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by authorized representatives of OSLC and Member, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. This 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. To the extent any term or condition of this Agreement is inconsistent with the Bylaws, the Bylaws shall control.