

OpenNTF Membership Agreement

This OpenNTF Membership Agreement (“Agreement”) is entered by and among Members as defined below. In this Agreement, “you” refers to the Member who has executed this Agreement.

1.0 Background.

A) Members share the OpenNTF Mission (“Mission”) to support the open source projects hosted at opentnf.org. OpenNTF provides the framework for the community to develop open source applications which may be freely distributed. OpenNTF is formed exclusively as a non-profit trade association, as set out in section 501(c)(4) of the Internal Revenue Code (the “Code”).

B) Members are willing to make substantial contributions in terms of time, technology, knowledge, and/or industry expertise to accomplish the Mission.

C) All Members will be extended privileges such as voting for Representatives who establish the projects, policies, practices and priorities in OpenNTF – based on the policies and procedures established by the Board.

D) Members wish to encourage broad industry use of the software technology developed by and/or for OpenNTF.

2.0 Definitions.

2.1 “Board” shall mean the Board of Directors of OpenNTF.

2.2 “Chairperson” shall mean the Chairperson of the Board as elected by the Directors.

2.3 “Director” shall mean a voting member of the Board of Directors, as established under the Bylaws of OpenNTF (“Bylaws”).

2.4 “Member” shall mean any entity that has signed this Agreement and whose membership has not terminated .

2.5 “Secretary of the Board” or “Secretary” shall mean the person, appointed by the Board, whose responsibilities are those set forth in the Bylaws, including but not limited to maintaining a list of Members, informing Members of upcoming meetings, publishing and correcting meeting agendas, and taking and distributing minutes of such meetings.

3.0 Organization and Membership.

3.1 Membership

Membership in OpenNTF is intended to be broadly available to entities who wish to participate in the Mission and in OpenNTF software development activities. Such participation could include, without limitation, contributions of software to OpenNTF, participation in the ongoing development of OpenNTF projects, participation in project planning, or participation in other OpenNTF activities.

3.2 OpenNTF Board and Bylaws

OpenNTF will be organized, managed, and administered by a Board of Directors. Policies and procedures under which the Board shall operate shall be governed by the Bylaws.

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3.3 Directors

Members are entitled to participate in an annual vote to elect Directors, as set forth in the Bylaws. Each Member agrees to support its Director in the performance of his/her role in OpenNTF and that any intra-Member coordination or approvals are the responsibility of the Member and not OpenNTF.

3.4 Withdrawal or Removal of a Member

You may terminate this Agreement and your participation in OpenNTF as a Member at any time by sending a signed, written notice to the Secretary.

The Board may decide to terminate this Agreement and your participation in OpenNTF as a Member for "Cause," as defined in the Bylaws, through a two-thirds (2/3) majority vote at a Board meeting. "Cause" shall mean, that in the opinion of the Board, you have materially breached the Membership Agreement, Bylaws, IP Policy, a software license for any software the Member acquired from OpenNTF and/or other related OpenNTF agreements or policies, and have not cured such breach within thirty (30) days of receipt of written notice from OpenNTF.

In the case of such a decision, the Secretary of the Board will send you a signed, written notice stating that this Agreement has been terminated. Termination of this Agreement (for any reason) does not affect your rights or obligations under the Apache License, or other licenses under which you may have received material from OpenNTF or provided material to OpenNTF; it only terminates your participation in OpenNTF as a Member.

3.5 Affiliated Companies and Persons

Entities who are "Affiliates," as such term is defined in the Bylaws, shall be entitled to one Membership for the group of corporations or affiliates.

3.6 General

OpenNTF is formed exclusively as a nonprofit trade association, as set out in section 501(c)(4) of the Code. You are not authorized to bind OpenNTF or its Members to any contractual obligations. You are only authorized to act on your own behalf. Each Member is solely responsible for its actions and omissions and the actions and omissions of its employees.

4.0 Projects.

The Board may decide to establish one or more Projects consistent with the Mission and as further set out in the Development Process Document.

5.0 License.

The Board of Directors, by a majority vote, will establish the Intellectual Property, licensing, and copyright policies, processes and programs. These are documented in the OpenNTF Intellectual Property Policy, which is published on the OpenNTF web site. By signing this Membership Agreement you hereby agree to abide by the policies of OpenNTF.

6.0 Costs and Expenses, Providing Resources.

Each Member will bear its own costs for participating in OpenNTF, including any travel costs. The Members are expected to collectively provide the resources necessary for the operation of

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OpenNTF to ensure that its Mission is realized. Any such resources, including development code and personnel, equipment, space, and services provided by a Member are provided on an as-is basis, without warranty of any kind. A Member may find it advisable to cease to provide resources and may do so at any time at its sole discretion. Any such termination in the Member's furnishing of resources to OpenNTF will not affect the license for past contributions made to OpenNTF.

7.0 Confidentiality and Publicity.

All information exchanged by Members during the operation of OpenNTF is non-confidential. However, you agree not to use the name of any other Member to generate publicity unless that Member approves. All information submitted to OpenNTF will be public and non-confidential.

The Board shall establish policies and procedures for the management and control of the organization's name and/or logo. No Member shall use the name and/or logo in any manner which does not comply with such policies and procedures.

8.0 Limitations.

YOUR PARTICIPATION AND THE PARTICIPATION OF THE OTHER MEMBERS IN OPENNTF IS ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER YOU, NOR ANY MEMBER NOR OPENNTF SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST SALES, LOST REVENUE OR LOSS OF GOODWILL), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.0 Changes.

New developments may make changes to this Agreement necessary or advisable. For example, a modification may add additional terms to facilitate new Project activities. This Agreement may be modified by agreement of a majority of all Directors after a discussion of such change at a regular Board meeting, the agenda of which contained details of the proposed change. The Secretary of the Board must give all current Members thirty (30) days prior written notice (which may be an email) before the change becomes effective. Any agreed upon changes shall be prospective only. If a Member objects to the change, then the terms and conditions of this version of the Agreement shall remain in force until the anniversary date of this Agreement, at which time the Member may decide whether to terminate this Agreement or accept the new Agreement. This Agreement may not be modified in any other manner.

10.0 Effect of Termination.

Please note that termination of this Agreement (for any reason) does not affect the licenses of any material which you may have obtained from OpenNTF or from Members; it terminates only your participation in OpenNTF as a Member.

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11.0 Notices.

Any notice or communication (a "Notice") required or permitted under this Agreement or under the Bylaws shall be in writing and shall be sent by electronic mail to the address provided in your Membership Application. You may, by Notice to the Secretary of OpenNTF, change the electronic mail address to which transmissions shall thereafter be made.

12.0 Change in Control.

If you experience a change in control that results in you becoming an affiliate of another Member of OpenNTF, then you must notify the Secretary within thirty (30) days of that change of control. An affiliate, for the purposes of this section 12 is a company that controls, is controlled by, or is under common control of the Member.

13.0 Freedom of Action.

The Members are committed to fostering open competition in the development of open source software, and OpenNTF is intended to foster such competition. You hereby acknowledge that you and the other Members may be competitors in certain lines of business and agree to act in a manner which complies in all material respects with applicable state, federal and international antitrust laws and regulations. You agree not to communicate with the other Members in a manner which may violate such laws, which may include communicating with respect to prices, costs, quantity or quality of production levels or other similar information.

14.0 General.

This Agreement will be governed by the laws of the State of New York, without regard to conflicts of law principles. Except with respect to the Bylaws of OpenNTF, the OpenNTF IP Policy, the OpenNTF Corporate Contribution License Agreement, the OpenNTF Antitrust Policy, and any other policies, guidelines and procedures that may be adopted by OpenNTF, from time to time, in accordance with the Bylaws, this Agreement and the counterpart versions of this Agreement signed by the other Members are the only agreements between you and the other Members with respect to the subject matter hereof, and they supersede any prior agreement. You agree to comply with all applicable laws and regulations while participating in OpenNTF.

Signature: _____

Company Name: _____

Address: _____

Contact Name: _____

Phone: _____

Email _____