



MEMBERSHIP APPLICATION AND AGREEMENT

This OIX Membership Application and Agreement (“**Agreement**”) when signed by the Applicant and accepted by Open Identity Exchange, a Washington not-for-profit corporation (“**OIX**”), constitutes a binding contract between OIX and the undersigned (“**Applicant**” or “**Member**”). Membership rights, privileges and obligations commence when this Agreement is accepted by OIX (the “**Effective Date**”), at which time the Applicant is considered a “**Member**” of OIX, and continue for so long as Applicant remains a member of OIX. References to “**Applicant**” and “**Member**” are used interchangeably herein to refer to the same party.

1. **Acceptance by OIX.** OIX may require that Applicant provide additional information and/or documentation as OIX reasonably deems appropriate to process Applicant’s application for Membership. OIX may, in compliance with applicable law, reject any application for Membership that OIX in its sole discretion deems to be not in the best interests of OIX.
2. **Membership Participation**
 - 2.1. **Participation.** Member’s Membership and participation in OIX, including participation in OIX programs, activities, and projects, is subject to and governed by this Agreement. Member’s participation in OIX shall take place through one or more representatives indicated in Member’s contact information on file with OIX, which representative(s) shall be current employee(s) or independent contractor(s) of Member with authority to make commitments and engage in OIX-related activities on behalf of Member.
 - 2.2. **No Voting Rights.** Pursuant to Section 24.03.085 of the Washington Nonprofit Corporation Act and without limiting the right of each Executive Member to appoint and replace a member to the Board of Directors pursuant to Article 3 of the OIX Bylaws, Member shall have no voting rights. Member agrees that it only has the rights, privileges or benefits of a member in OIX as set forth in the Washington Nonprofit Corporation Act (Chapter 24.03 of the Revised Code of Washington), as specifically modified, limited or restricted in this Agreement, the OIX Bylaws, and the then-current version of the OIX policies approved by the Board of Directors and posted as OIX Policies on the OIX website at www.openidentityexchange.org (“**OIX Policies**”). If Member elects to join as an Executive Member, Member shall have the right to participate in the appointment and replacement of Board Members as set forth in the OIX Bylaws and any applicable OIX Policies.
3. **Antitrust Policy.** It is the express policy of OIX to require that all of its activities be conducted strictly in accordance with all applicable law, including antitrust laws. Member agrees to comply with all applicable antitrust laws pertaining to Member’s participation in OIX. Nothing in this Agreement, the OIX Bylaws, any OIX Policy, or otherwise shall be construed to require or permit conduct that violates any applicable antitrust law. Since OIX members might be competitors, Member is expressly encouraged to confer with its antitrust counsel to ensure compliance with antitrust laws.
4. **Use of OIX Marks.** Subject to Member complying with the terms and conditions of this Agreement, OIX grants to Member, during the term of Member’s Membership in OIX, a limited, royalty-free, non-exclusive, non-transferable, revocable, license to use the OIX Marks “Open Identity Exchange,” “OIX,” and the OIX

logo for the limited purpose of identifying itself as an OIX Member, and where applicable, as a participant in OIX projects. Such license is limited to use of such OIX Marks solely in connection with the activities authorized under this Agreement, and is subject to the requirements of the then-current OIX Policy titled “OIX Trademark Usage Guidelines” as revised from time to time (available at www.openidentityexchange.org), which are incorporated herein by reference. Such license shall terminate upon termination of Member’s membership in OIX.

5. Agreements of Applicant. Applicant agrees to and for the benefit of OIX as follows:

5.1. OIX Bylaws and OIX Policies. Applicant acknowledges and agrees that its rights and obligations as an OIX Member are governed by the OIX Bylaws and the OIX Policies (both available on the OIX website at www.openidentityexchange.org), and as any of the foregoing may thereafter be modified, changed, supplemented or amended from time-to-time by the OIX Board of Directors. Applicant further agrees that the OIX Policies are incorporated into this Agreement by reference, and that it will be bound by and comply with such OIX Policies. Applicant acknowledges that some of its obligations under the OIX Bylaws and OIX Policies may survive the termination of this Agreement and its Membership in OIX.

5.2. Membership Fees. Applicant agrees to pay, when due, the fees and other assessments charged for membership in OIX, as established from time to time by the OIX Board of Directors (“**Membership Fees**”). All Membership Fees paid to OIX are nonrefundable for any reason, including termination of Membership by the Member. Membership Fees shall be paid by Member no later than thirty (30) days after receipt of invoice from OIX.

5.3. Expenses. Member shall bear its own costs and expenses for its participation in OIX, including but not limited to travel, employee compensation, and incidental expenses.

5.4. Notification of Non-Compliance. Member agrees to promptly notify OIX of any action or event which will cause, or has caused, Member to cease to be in compliance with this Agreement, the OIX Bylaws, or any OIX Policy.

6. Representations and Warranties of Applicant. Applicant hereby represents and warrants to OIX as follows:

6.1. Authority; Binding Obligation. Applicant has the requisite power and authority to execute and deliver this Agreement and to perform its obligations as a Member of OIX. Subject to acceptance and execution of this Agreement by OIX, this Agreement constitutes a valid and binding obligation of Applicant in accordance with its terms.

7. NO WARRANTY; LIMITATION OF LIABILITY

7.1. NO WARRANTY BY OIX. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL SERVICES, DATA, INFORMATION, AND PRODUCTS, AND ALL RIGHTS THEREIN, PROVIDED OR MADE AVAILABLE TO MEMBER OR ITS AFFILIATES BY OIX OR BY ANY OTHER MEMBER ON BEHALF OF OIX, ARE PROVIDED OR MADE AVAILABLE “AS IS” AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, ACCURACY OR COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE.

7.2. LIMITATION OF LIABILITY. IN NO EVENT SHALL OIX, ANY DIRECTOR OR OFFICER OF OIX, OR THE OIX SECRETARIAT (COLLECTIVELY THE “**OIX PARTIES**”) BE LIABLE TO MEMBER OR ITS AFFILIATES FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS

AGREEMENT, ANY OIX SERVICE, PRODUCT, PROJECT, OR PROGRAM, OR MEMBER'S MEMBERSHIP IN OIX, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF ANY SUCH OIX PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF THE OIX PARTIES AND THE EXCLUSIVE REMEDY AVAILABLE TO MEMBER IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL DAMAGES, INJURY, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH OIX MEMBERSHIP, SERVICES, PRODUCTS, PROJECTS, OR PROGRAMS, OR THIS AGREEMENT, SHALL BE TO RECOVER THE ACTUAL DAMAGES MEMBER INCURRED UP TO, BUT NOT EXCEEDING, AN AMOUNT EQUAL TO THE ANNUAL MEMBERSHIP FEES PAID BY MEMBER TO OIX UNDER THIS AGREEMENT FOR THE MOST RECENT YEARLY TERM. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES.

8. Term and Termination

8.1. Term. Unless otherwise terminated as provided herein, the term of Member's Membership in OIX shall continue from and after the Effective Date for a term of one (1) year ("**Initial Term**"), renewable annually thereafter for additional successive one (1) year terms ("**Renewal Terms**").

8.2. Renewals: Following expiration of the Initial Term and each Renewal Term, Membership may be extended for a subsequent annual Renewal Term (starting on the anniversary of the Effective Date) through payment of the then-current applicable Membership Fees in accordance with the terms of this Agreement.

For each Renewal Term, OIX will invoice Member for the then-current Membership Fees at least sixty (60) days prior to each yearly anniversary of its Effective Date. Member's payment of each such Membership Fees shall constitute a renewal of its Membership.

8.3. Termination by Member. Member may withdraw from Membership in OIX by terminating its Membership Agreement at any time upon the giving of thirty (30) days prior notice of withdrawal to OIX.

8.4. Termination by OIX. OIX may terminate Member's Membership in OIX and all rights associated therewith on notice, if Member fails to pay its annual Membership Fees, or breaches any of its material obligations under this Agreement, the OIX Bylaws, or the OIX Policies, provided OIX shall first give Member notice and thirty (30) days' opportunity to cure the breach.

8.5. Events on Termination. Following expiration or termination of its Membership, Member shall remain subject to its agreement to provide the licenses and rights set forth in the OIX Intellectual Property Rights Policy with respect to events prior to expiration or termination of its Membership. All other interests, privileges, licenses, or other rights of Member in or with respect to Membership shall cease upon expiration or termination of Membership, all rights of such Member to use the OIX Marks shall cease and revert automatically to OIX, and Member shall immediately discontinue all use of the OIX Marks. OIX shall have no obligation to return or destroy any data or information received from or about Member.

9. Other Provisions

9.1. No Assignment or Transfer. Member may not transfer, assign or sublicense its Membership Agreement or any of its rights or obligations as a Member without the prior written consent of OIX, which OIX may grant or deny in its sole discretion. Any transfer or sale of all or substantially all of the

business or assets of Member, or a merger, consolidation, or other transaction that results in a change in control of such Member, shall be deemed a transfer and assignment for purposes of this Section. Any attempted transfer in violation of this Section is null and void.

9.2. Notices. All notices to Member that OIX is required or permitted to make under this Agreement, the OIX Bylaws, or any OIX Policy may be sent by electronic mail to Member's representative designated in the "Contact Information" section of this Membership Agreement at the email address set forth therein or to such email addresses as such Member's representative may later specify by notice to OIX (or other address change processes established by OIX from time to time). Notices shall be deemed delivered on the next day following the day they are sent by electronic mail addressed to Member's designated representative at the email address provided. OIX may make required distributions of information to a Member by sending to the Member a notice of the URL where that information is located.

Member may change its designated representative by notice to OIX. Member is responsible for updating the contact information of its representatives, and OIX shall be considered to have provided proper notice by relying on the contact information that it has on file.

All notices to OIX that Member is required or permitted to make to OIX under this Agreement, the OIX Bylaws, or any of the OIX Policies shall be sent by email to help@openidentityexchange.org.

9.3. No Joint Venture. Nothing contained in this Agreement, the OIX Bylaws, or any OIX Policy, and no action taken by Member, shall be deemed to render Member or any of its affiliates an employee, agent or representative of OIX or of any other Member, or shall be deemed to create a partnership, joint venture or syndicate among or between Member or any of its affiliates and OIX or any other OIX member.

9.4. Governing Law. This Agreement and Member's rights and obligations as a Member shall be governed by and construed under, and the legal relations among and between the Member and OIX shall be determined in accordance with, the laws of the United States and the State of Washington, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction.

9.5. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect; and a substitute, valid, and enforceable provision most nearly reflecting the original intent shall be developed in place of the invalid provision.

9.6. Amendments. This Agreement, the OIX Bylaws, and the OIX Policies may each be amended by the OIX Board of Directors from time to time, and Member agrees to abide by the terms thereof as amended, provided, however, that (a) any such amendment to this Agreement, the OIX Bylaws, or the OIX Policies that would materially and potentially adversely affect Member's rights and obligations shall not bind Member until thirty (30) days' from the date that notice of such action is given to Member. Amendments shall have prospective effect only. Member shall be bound by such a duly adopted amendment unless it elects to terminate its Membership and its participation in OIX prior to the effective date of any such amendment.

10. Membership Fees

Select ONE checkbox indicating your membership class and organization type:

	Commercial (>50 employees)	Commercial (<50 employees)	Government	Academic/ Non-Profit
Executive Member	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$50,000
General Member	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$2,000

11. Method of Payment

Select one option below:

- Check attached
- Wire Transfer (Please add an additional \$20.00 USD for all wire transfers)
Silicon Valley Bank 3003 Tasman Drive Santa Clara, CA 95054 USA
Routing Number: 121140399
Account Number: 3300666658
Swift Code Number: SVBKUS6S (for International wires)
- PayPal
- Please invoice PO#: _____

12. **Optional Credit for Payment of General OIX Chapter Fees.** At its option, Member may claim as a credit against the Membership Fees that it owes to OIX for any current yearly Initial Term or Renewal Term, all or part of the sums that it has paid for the same Term as general membership fees to an OIX Chapter(s) in which it participates as a Chapter member. Such a credit may not exceed 50% of the Membership Fees Member owes to OIX for such Term (notwithstanding the payment of a greater amount in Chapter membership fees), and such credit will not be applied until after OIX receives confirmation of payment from the applicable OIX Chapter(s). Member can elect the option to claim such credit at the time it initially joins OIX, and once per year thereafter at each subsequent yearly renewal date by sending OIX email notice of such election at help@openidentityexchange.org at least 30 days prior to the due date of the Membership Fees to which such credit is to be applied.

13. Member Contact Information

Please enter at least one contact and as many as three contacts for Member. Please indicate the contact type for each contact entered.

Contact Type (check as many as apply):

- Primary Contact Secondary Contact Billing Contact

Name: _____

Title: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Contact Type (check as many as apply):

- Primary Contact Secondary Contact Billing Contact

Name: _____

Title: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Contact Type (check as many as apply):

- Primary Contact Secondary Contact Billing Contact

Name: _____

Title: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Privacy Consent. Applicant acknowledges and agrees that the personal data submitted in connection with this Agreement will be processed in accordance with the OIX Privacy Policy posted on the OIX website at www.openidentityexchange.org, and represents that it has obtained appropriate consent to such processing under applicable law from all individuals identified in this Agreement.

Applicant hereby submits this Agreement to OIX and, subject to acceptance and execution of this Agreement by OIX, agrees, by its signature in the “Applicant / Member Authorization” box below, to become a Member of OIX in accordance with the terms of this Agreement.

14. Applicant / Member Authorization

Company or Organization: _____

Name (Authorized Signer)* _____

Title: _____

Signature: _____ Date: _____

Mailing Address for Invoice: _____

Email Address for Invoice: _____

* The Authorized Signer listed above MUST be a registered contact in the section above.

15. Acceptance

Submit this completed Application and Agreement to:

Open Identity Exchange
2400 Camino Ramon, Suite 375
San Ramon, CA 94550
Fax: 925.275.6691
[Email: help@openidentityexchange.org](mailto:help@openidentityexchange.org)

A countersigned copy will be returned once it is accepted and payment is received by OIX.

ACCEPTED:

OPEN IDENTITY EXCHANGE

By: _____

Its: _____

Dated: _____