

## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT ("**Agreement**") is entered into between the OpenID Foundation ("**OIDF**"), an Oregon nonprofit public benefit corporation with its principle place of business at 946 NW Circle Boulevard, Suite 339, Corvallis, Oregon 97330, and the individual or company identified below ("**Contributor**"). This Agreement is effective as of the date that Contributor accepts its terms in the manner provided below ("**Effective Date**").

### Contributor Information

<b>First Name:</b>	<input type="text"/>			<b>Last Name:</b>	<input type="text"/>		
<b>Email:</b>	<input type="text"/>			<b>Phone:</b>	<input type="text"/>		
<b>Your Title (if applicable):</b>	<input type="text"/>			<b>Fax:</b>	<input type="text"/>		
<b>Company Name (if applicable):</b>	<input type="text"/>			<b>Division / Department (if applicable):</b>	<input type="text"/>		
<b>Address Line 1:</b>	<input type="text"/>			<b>Address Line 2:</b>	<input type="text"/>		
<b>City</b>	<input type="text"/>	<b>State/Province:</b>	<input type="text"/>	<b>Postal Code:</b>	<input type="text"/>	<b>Country:</b>	<input type="text"/>
<b>Contributor's OpenID:</b> <input type="text"/>							
<b>Business Contact Name</b>	<input type="text"/>	<b>Title</b>	<input type="text"/>	<b>Phone</b>	<input type="text"/>	<b>Fax</b>	<input type="text"/>
<b>Legal Contact Name</b>	<input type="text"/>	<b>Title</b>	<input type="text"/>	<b>Phone</b>	<input type="text"/>	<b>Fax</b>	<input type="text"/>
<b>Initial Work Groups:</b> <input type="text"/>							
<b>Contributor's Status (defined in §II(1)(b) of the OpenID Intellectual Property Rights Policy; you may check only one):</b>							
Unaffiliated Individual: <input type="checkbox"/> Affiliated Individual: <input type="checkbox"/> Representative: <input type="checkbox"/>							

### BACKGROUND

OIDF facilitates developing technical specifications and other documents related to digital identity. Contributor wants to participate in developing these technical specifications and documents under the terms of this Agreement.

### AGREEMENT

- INTELLECTUAL PROPERTY.** OIDF intends to make Specifications (defined in the OpenID Intellectual Property Rights Policy) broadly available for implementation by others without a fee. To facilitate this, Contributor grants certain rights in (and makes other commitments regarding) its intellectual property. These grants and commitments are set forth in the OpenID Intellectual Property Rights Policy ("**Policy**"), which is fully incorporated into this Agreement by this reference.
- CONTRIBUTOR'S STATUS.** Contributor is a member of the class indicated (by checking the appropriate box) above. If no box is checked, then Contributor will be presumed to be a Representative (defined in the Policy). If Contributor is (or becomes) anything other than an Unaffiliated Individual (defined in the Policy), Contributor will not be allowed to

participate in Work Groups (and, if Contributor was already participating in a Work Group, rights to continue to participate will be suspended) until OI DF receives appropriate verification (as reasonably determined by OI DF) that all necessary parties (including, if applicable, Contributor's employer) have agreed to be bound by the Policy. Contributor will promptly notify OI DF of any change of status (which notice will be before: (a) 15 days after the effective date of any change of status; or (b) Contributor takes any further actions to participate in any Work Group after learning of an impending change of status, whichever is earlier).

**3. PARTICIPATION.** Contributor will participate in any Work Groups (defined in the Policy) identified above, and any other Work Groups that it actually participates in or notifies OI DF that it wants to participate in, according to the rules and procedures in the then-current OpenID Process Document ("**Process Document**"), which is fully incorporated into this Agreement by this reference, and subject to the Policy.

**4. REPRESENTATIONS AND WARRANTIES.** Contributor continuously represents and warrants that: (a) after good-faith investigation (including by asking his or her employer, if Contributor is an individual) Contributor has properly self-identified by checking the correct "Status" box above; (b) Contributor has no obligation to any third party (e.g., an obligation to assign inventions to an employer) that would preclude or limit: (i) participating in any Work Group; (ii) making any Contributions (defined in the Policy) to any Specification (defined in the Policy); or (iii) granting rights in (or making commitments related to) intellectual property in any Contribution; (c) Contributor has the unfettered right to make any Contributions, fully in accordance with the Policy; (d) Contributor has full power and authority to enter into this Agreement, to render any performance, and to grant any rights and licenses in, this Agreement; and (e) the individual(s) filling out this form or clicking on the "Accept" button on its behalf (if Contributor is not an individual) have full authority to bind Contributor to this Agreement.

**5. DISCLAIMERS; EXCLUSIONS; LIMITATIONS.** Subject to §4, neither party makes any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to its performance or anything else provided under this Agreement. Neither party will be liable for any special, incidental, punitive, or consequential damages of any kind for any reason whatsoever relating to this Agreement, even if such damages were reasonably foreseeable.

**6. TERM.** The term of this Agreement begins on the Effective Date and continues until terminated. OI DF may terminate this Agreement at any time if: (a) all Work Groups have ceased developing or maintaining Specifications; or (b) Contributor has confirmed in writing its intent to cease participating in Work Groups (e.g., by withdrawing as provided in the Policy). Contributor may terminate this Agreement at any time, for any reason or no reason, on seven days notice. No termination, however, will diminish Contributor's obligations under §§V or VI of the Policy. Sections 1, 4, 5, 6, and 7, and all applicable Policy and Process Document sections, will survive any termination of this Agreement.

**7. GENERAL.**

**7.1. Notice.** All notices under this Agreement will be: (a) in writing; (b) deemed given when received; (c) sent by delivery service, messenger, or registered or certified mail (postage prepaid, return receipt requested); (d) addressed as provided on Page 1 (or as otherwise designated); and (e) sent to both its company and legal contacts (except as otherwise stated in this §7.1). Communications in the ordinary course of business however (which include those related to Work Group operation and other actions taken pursuant to the Process Document, but which do not include any notices related to alleged breach, interpretation, or modification of this Agreement or to intellectual property rights) may be sent via email (as provided in the Process Document) and need not be copied to counsel. Notices need not be copied to a legal contact for any party that has not provided legal contact information. OI DF's legal contact information is: OpenID Foundation, 946 NW Circle Boulevard, Suite 339, Corvallis, Oregon 97330, Attention: Legal Counsel.

**7.2. Acknowledgment.** Contributor has independently reviewed this Agreement and acknowledges that there are risks (including limits on certain intellectual property rights, as described in the Policy) that arise from this Agreement.

**7.3. Miscellaneous.** This Agreement is governed by Oregon law, and both parties agree to exclusive jurisdiction and venue in the Multnomah County federal or state courts and waive any argument that this is an inconvenient forum. Contributor may not assign this Agreement without OI DF's consent, which will not be unreasonably withheld. Only written waivers will be effective. There is no fee or other charge to execute this Agreement and become a Contributor. Each party will, however, pay all of its own costs to perform (except where otherwise expressly stated in this Agreement). This Agreement may be executed in counterparts and by fax. In performing this Agreement, each party will comply with all applicable laws, rules, and other requirements (including antitrust laws) of governments having jurisdiction. All rights and remedies under this Agreement are cumulative. Each party is an independent contractor to the other and may not act on behalf of or bind the other. Nothing in this Agreement may be construed as creating any other relationship

(including employment, partnership, joint venture, franchise, or agency). If any term of this Agreement is found unenforceable, the remainder will be fully enforced to affect the parties' intent. Third parties that implement any Specifications are intended third-party beneficiaries of Contributor's obligations under the Policy.

7.4. **Entire Agreement; Changes.** This Agreement (including the Process Document and the Policy) is the parties' entire agreement on this subject and merges and supersedes all related prior and contemporaneous communications and agreements. This Agreement may only be modified in a writing signed after the Effective Date by both parties.

THIS AGREEMENT IS A BINDING CONTRACT BETWEEN THE INDIVIDUAL OR ENTITY IDENTIFIED ABOVE ("CONTRIBUTOR") AND ODF. BEFORE ACCEPTING THIS AGREEMENT OR PARTICIPATING IN A WORK GROUP, READ THIS AGREEMENT CAREFULLY, INCLUDING THE PROCESS DOCUMENT AND THE POLICY. BY TYPING "I AGREE" BELOW AND CLICKING ON THE BUTTON LABELED "ACCEPT" (OR BY CIRCUMVENTING THIS MECHANISM AND PARTICIPATING IN ANY WORK GROUP), CONTRIBUTOR MANIFESTS ITS ASSENT TO ALL TERMS OF THIS AGREEMENT.

If you agree to be bound by all terms of this Agreement, type "I Agree" in the box below and click the "Accept" button: