

## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (“**Agreement**”) is entered into as of the later of the two signature dates below (“**Effective Date**”) between the OpenID Foundation (“**OIDF**”), an Oregon nonprofit public benefit corporation with its principal place of business at 2400 Camino Ramon, Suite 375, San Ramon, CA 94583, United States, and the company identified as “Contributor” in Table 1 below.

Table 1 – Contributor Information				
Legal Name (“Contributor”):	Imprivata Inc.			
Contributor Address:	10 Maguire Rd. Lexington, MA. 02421			
Incorporated In:	Delaware, Inc.			
Contributor’s OpenID				
Legal Contact: <i>(Optional)</i>	Name/Title/OpenID:	John Milton		
	Phone/Fax/Email:	781-674-2763 /	jmilton@imprivata.com	
First Representative: <i>(Required)</i>	Name/Title/OpenID:	Rod Hodgman VP		
	Phone/Fax/Email:	rhodgman@imprivata.com		
Second Representative: <i>(Optional)</i>	Name/Title/OpenID:	Pieter-Jan Boone Product Manager		
	Phone/Fax/Email:	pjboone@imprivata.com		
Third Representative: <i>(Optional)</i>	Name/Title/OpenID:	Thomas Timperio Director of Engineering		
	Phone/Fax/Email:	ttimperio@imprivata.com		
Fourth Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			
Initial Work Groups	Naaps			

*Note: if Contributor will initially be represented by more than four representatives, additional names and contact information must be added as Exhibit 1.*

### 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

- 1. 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.
- 2. CONTRIBUTOR’S STATUS.** Contributor is a corporation (or other form of artificial legal entity or juristic person) and is therefore a Constituent (defined in the Policy) and will be represented in OpenID by Representatives (defined in the Policy). Contributor’s initial Representatives are identified in Table 1 above, and in Exhibit 1 (if attached), and Contributor may change its Representatives from time to time on written notice to OIDF. Each Representative will also be required to click through the OIDF Online Contribution Agreement on its own behalf. Contributor will, as soon as commercially practicable (and in any case before the next Work Group meeting attended by any of its Representatives), notify OIDF in writing of any change of status of its Representatives.
- 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 OIDF 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) its Representatives are, and at all times material will be, either its employees (who will participate in Work Groups within their scope of employment and who are legally obligated to assign to Contributor all intellectual property created within the scope of their employment) or its independent contractors (who are under written obligation to assign to Contributor all rights in any intellectual property created within the scope of their engagement); (b) Contributor has no obligation to any third party (e.g., an obligation to assign inventions) that would preclude or limit: (i) participating in any Work Group; (ii) making



Executive Director

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Title: 9/3/2014

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Date of Signing:

VP

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Title: 9/3/2014

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Date of Signing:

**Exhibit A – Additional Contributor Representatives**

<b>Additional Contributor Information</b>				
Fifth Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			
Sixth Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			
Seventh Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			
Eighth Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			
Ninth Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			
Tenth Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			
Eleventh Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			
Twelfth Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			