

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”):	Baycliffe Strategy Inc			
Contributor Address:	6963 Littlerock Road SW Tumwater WA 98512			
Incorporated In:	2011			
Contributor’s OpenID				
Legal Contact: <i>(Optional)</i>	Name/Title/OpenID:	Kathleen Connor,	President	
	Phone/Fax/Email:			
First Representative: <i>(Required)</i>	Name/Title/OpenID:	Kathleen Connor,	HIT Consultant	
	Phone/Fax/Email:	kathleen_connor@comcast.net		
Second Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			
Third Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			
Fourth Representative: <i>(Optional)</i>	Name/Title/OpenID:			
	Phone/Fax/Email:			
Initial Work Groups	HEART			

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

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 signing this Agreement on its behalf has 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. Agreement §§ 1 and 4-7, Policy §§V-VI, and other 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 company and legal contacts (except as otherwise stated in this §7.1). Unless Contributor notifies OI DF to the contrary, Contributor’s “company contact” is its “First Representative” in Table 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 Exhibit 1 (if any) and the Policy and Process Document) 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.


The parties have formed this Agreement as of the Effective Date.

OPENID FOUNDATION

DocuSigned by:

By: (Sign)
Don Thibeau
Name: (Print)

(“CONTRIBUTOR”)

DocuSigned by:

By: (Sign)
Kathleen Connor
Name: (Print)

Executive Director

Title: 1/12/2015

Date of Signing:

President

Title: 1/12/2015

Date of Signing:

Exhibit A – Additional Contributor Representatives

Additional Contributor Information				
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:			