

**OPENID FOUNDATION
MEMBER AGREEMENT**

This Member Agreement (“**Agreement**”) is entered into by and between the OpenID Foundation, an Oregon nonprofit public benefit corporation (“**OpenID Foundation**”) and the member identified on the signature page of this Agreement (“**Member**”) as of the later of the two signature dates below (“**Effective Date**”).

1. Membership.

Member agrees to join the OpenID Foundation in the Membership Class selected below, and represents that it qualifies for such class:

- Sustaining Member
- Corporate Member (Check one)
 - Organization with 1-25 employees
 - Organization with 26-100 employees
 - Organization with over 100 employees
 - Non-Profit Organization or Government
- Individual Member

2. Group Membership; Control Group.

Member hereby agrees that Member and its Control Group shall, in their activities within the OpenID Foundation, comply with all obligations imposed on Member under this Agreement and all other agreements between the OpenID Foundation and Member. For purposes of this Agreement, “**Control Group**” means all corporations or other entities that are Controlled by Member, that Control Member, or that are Controlled by the corporation or other entity Controlling Member; and “**Control**,” “**Controlled**,” and “**Controlling**” shall mean: (i) the ownership of more than 50% of the total voting securities of another entity, or (ii) in the case of unincorporated entities, the ownership of more than 50% of the ownership interest representing the right to make decisions for such unincorporated entity.

3. Agreements of Member.

3.1 Adherence to OpenID Foundation Policies and Bylaws. “**OpenID Foundation Policies**” means the policies and procedures of the OpenID Foundation as adopted, amended, restated, and established from time to time by the OpenID Foundation and posted on the OpenID Foundation official website (<http://openid.net>) (the “**OpenID Foundation Site**”), including without limitation the OpenID Intellectual Property Rights Policy (“**IPR Policy**”), the OpenID Process Document, the OpenID Privacy Policy, and the OpenID Trademark Usage Policy. “**OpenID Foundation Bylaws**” means the bylaws of the OpenID Foundation as adopted, amended, restated, and established from time to time by the OpenID Foundation and posted on the OpenID Foundation Site.

Member represents that it has reviewed the OpenID Foundation Bylaws and the OpenID Foundation Policies as of the date hereof. Member agrees to be bound by and adhere to the then-current OpenID Foundation Bylaws and OpenID Foundation Policies, which are incorporated in and made a part of this Agreement, and all other agreements (including this Agreement) between the

OpenID Foundation and Member, and Member acknowledges and agrees that Member's membership in the OpenID Foundation is conditioned upon Member's agreement to be so bound. The OpenID Foundation Bylaws and the OpenID Foundation Policies may be amended by the OpenID Foundation from time to time, and Member shall be bound by such duly adopted and/or revised OpenID Foundation Bylaws and OpenID Foundation Policies unless Member elects to terminate this Agreement and its membership in the OpenID Foundation no later than 30 days following the date notice of such amendment is given to Member.

3.2 Membership Dues; Renewal; Termination for Nonpayment. Member agrees to pay, when due, the annual fees and other assessments charged for its Membership Class as established from time to time by the OpenID Foundation ("Membership Dues"). Membership Dues shall be paid by Member no later than thirty (30) days after receipt of invoice from the OpenID Foundation. Member's membership in the OpenID Foundation will renew for an additional year on each anniversary of the Effective Date of this Agreement upon Member's payment of the then-current applicable Membership Dues for the renewal year. The OpenID Foundation will invoice Member for annual Membership Dues at least 60 days prior to each anniversary of the Effective Date of this Agreement, and Member's payment of such Membership Dues shall constitute a renewal of its membership. If Member fails to pay in full the amount due on or before 90 days after such anniversary, the membership of Member will terminate automatically without further notice to Member, effective as of such anniversary date.

3.3 Costs and Expenses. Member shall bear all of its own costs and expenses related to its membership and participation in the OpenID Foundation.

3.4 Member Rights. Member's rights and privileges as may be expressly set forth in this Agreement, the OpenID Foundation Bylaws, or in any OpenID Foundation Policies or any other agreements between Member and the OpenID Foundation, which may include without limitation, participation in technical or marketing committees, working groups or study groups, and access to the "Members Only" section of the OpenID Foundation Site, if any, shall extend to Member only for so long as Member is a member of the OpenID Foundation (unless the applicable OpenID Foundation Policy or agreement provides otherwise). Member acknowledges that to become a Contributor and to participate in any OpenID Foundation Work Groups (defined in the IPR Policy), Member must execute an appropriate "Contribution Agreement" (in the then-current form provided or made available by the OpenID Foundation).

3.5 Publicity. The OpenID Foundation shall not use Member's name, and Member shall not use the name of any other members of the OpenID Foundation, in any form of publicity without receiving the prior written permission of the applicable member. Notwithstanding the foregoing sentence, Member may publicly disclose and identify its own membership in the OpenID Foundation in documentation, press releases, brochures and other materials and venues, and the OpenID Foundation (unless otherwise requested in writing by Member) may publicly disclose and identify Member as a member of and participant in the OpenID Foundation in documentation, press releases, brochures, on the OpenID Foundation Site, and in any other materials of the OpenID Foundation or venues in which the OpenID Foundation provides such information, provided that in both cases all such references are truthful and accurate, and provided that in any such release only the name of the Member or the OpenID Foundation, as the case may be, is used (unless, in the case of a Member, otherwise consented to by Member prior thereto). Notwithstanding the foregoing, nothing herein shall preclude the OpenID Foundation or Member from complying with an order from a court of competent jurisdiction or with applicable law requiring further or different disclosure.

3.6 Use of OpenID Foundation Marks. The OpenID Foundation grants to Member, during the term of Member's membership in the OpenID Foundation, a limited, royalty-free, non-exclusive, non-transferable, revocable, license to use the OpenID Foundation Marks "OpenID[®]," "OpenID[®] Foundation Member," and the OpenID Foundation logo for the limited purpose of identifying itself as an OpenID Foundation Member, and where applicable, as a participant in OpenID Foundation projects. Such license is limited to use of such OpenID Foundation Marks solely in connection with the activities authorized under this Agreement, and is subject to the requirements of the then-current OpenID Trademark Usage Policy as revised from time to time (available at <http://openid.net>), which are incorporated herein by reference. Such license shall terminate upon termination of Member's membership in the OpenID Foundation.

4. Term and Termination of Membership.

4.1. Term. Unless otherwise terminated as provided herein, the term of Member's membership in the OpenID Foundation 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") upon payment of the applicable Membership Dues. Each such renewal shall constitute acceptance of the terms of the Member Agreement in effect at the time of such renewal, without the need to sign a new copy of the Member Agreement.

4.2 Termination by Member. Member may terminate its membership in the OpenID Foundation at any time by written notice to the OpenID Foundation.

4.3 Termination by the OpenID Foundation. The OpenID Foundation shall have the right to terminate this Agreement for cause upon written notice to Member if Member materially breaches any provision of this Agreement, and does not cure such breach within thirty (30) days following written notice thereof from the OpenID Foundation, or if Member ceases business operations, becomes insolvent, or is subject to any bankruptcy or other similar legal process or proceeding.

4.4 No Refund of Dues. Member shall have no right to a refund of any Membership Dues paid prior to the termination of its Membership.

4.5 Survival. Applicable portions of the IPR Policy, and any other provisions of this Agreement or any OpenID Foundation Policies that expressly or by their nature would survive termination or expiration, will survive any termination or expiration of this Agreement.

5. Disclaimer of Warranties. EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE IPR POLICY, ALL DOCUMENTS, SOFTWARE, AND ANY OTHER MATERIALS AND INFORMATION SUBMITTED UNDER THIS AGREEMENT BY MEMBER TO THE OPENID FOUNDATION, OR TO ANOTHER MEMBER, OR BY THE OPENID FOUNDATION TO MEMBER OR ANY OTHER MEMBER, ARE PROVIDED ON AN "AS IS" BASIS, AND NEITHER MEMBER NOR THE OPENID FOUNDATION MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, MEMBER, OR THE OPENID FOUNDATION. NEITHER MEMBER NOR THE OPENID FOUNDATION WARRANTS OR ASSUMES ANY LIABILITIES IN CONNECTION WITH: (I) THE RIGHTS GRANTED, OR THE ACTIONS ANTICIPATED OR TAKEN, UNDER

THIS AGREEMENT, OR (II) THE OPENID FOUNDATION OR MEMBER'S PARTICIPATION IN THE OPENID FOUNDATION.

6. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE OPENID FOUNDATION, OR ANY MEMBER, BE LIABLE TO ANY MEMBER OR TO THE OPENID FOUNDATION, AS APPLICABLE, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OF DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT OR MEMBERSHIP IN THE OPENID FOUNDATION EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. MOREOVER, THE TOTAL AGGREGATE LIABILITY OF ANY MEMBER TO ANY OTHER MEMBER, TO THE OPENID FOUNDATION, OR TO ANY THIRD PARTY (OR OF THE OPENID FOUNDATION TO ANY MEMBER OR TO ANY THIRD PARTY), PURSUANT TO ALL CLAIMS RELATED TO THIS AGREEMENT, WILL BE LIMITED TO US\$50. ALL CLAIMS (FOR DAMAGES, CONTRIBUTION, OR OTHER COMPENSATION) THAT, INDIVIDUALLY OR IN THE AGGREGATE, EXCEED THIS AMOUNT ARE DEEMED WAIVED. THE LIMITATIONS IN THIS SECTION 5 SHALL NOT, HOWEVER, APPLY TO ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THE OPENID FOUNDATION OR OF OPENID FOUNDATION MEMBERS.

7. General.

7.1 Relationship. This Agreement does not create a joint venture, partnership, or other form of business association between or among Member, any other members, and/or the OpenID Foundation nor an obligation to develop, make available, use, license, buy, sell or provide any information, product, services, or technology (except to the extent such obligations may be expressly stated in the OpenID Foundation Policies, as updated from time to time).

7.2 Amendment. This Agreement may be amended by the OI DF Board of Directors from time to time. Such amendments shall become binding on Member at the time of Member's renewal of its membership in the OpenID Foundation.

7.3 Non-transferability of Membership. Except as otherwise provided by the OpenID Foundation's Bylaws, as the same are in effect from time to time, Member may not transfer its membership in the OpenID Foundation or the rights granted hereunder (except to the extent otherwise provided in applicable OpenID Foundation Policies). Such prohibition on transfers shall apply to transfers within the Member's Control Group.

7.4 Waiver. No approval, consent, or waiver will be enforceable unless signed by the granting party. Failure to insist on strict performance or to exercise a right when entitled does not prevent a party from doing so later for that breach or a future one.

7.5 Severability. The provisions of this Agreement are severable. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect other obligations, provisions, or applications of this Agreement that can be given effect without the invalid provision or application.

7.6 Governing Law; Forum. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York. Exclusive jurisdiction for any action to interpret or enforce this Agreement shall be the federal or state courts in the City of New York, New York.

7.7 Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered, given, and received for all purposes (i) on the third business day following sending, if sent by email (provided such email is not returned as undeliverable), or (ii) when the same is actually received, if sent by first class mail, registered, or certified mail, or by overnight courier, postage and charges prepaid. All notices shall be sent to the postal or email address of the party specified at the end of this Agreement. Either party may change its address by notice to the other party given in the manner set forth in this Section.

7.8 Written; Signed. For purposes of this Agreement, “written” and ”writing” includes a communication that is transmitted or received by electronic mail or any other electronic means permitted by applicable law, and “sign” and “signature” includes an “electronic signature” as defined by applicable law.

7.9 Entire Agreement. This Agreement, including all of the OpenID Foundation Policies which are incorporated herein, constitutes the entire agreement between Member and the OpenID Foundation concerning this subject matter. This Agreement supersedes, and its terms govern, all prior or contemporaneous understandings, term sheets, memoranda of understanding, agreements, representations, summaries, proposals, or other communications between the parties, oral or written, regarding such subject matter. For avoidance of doubt, however, this Agreement will neither merge nor supersede any Contribution Agreement signed by Member, and any such Contribution Agreement will neither merge nor supersede this Agreement.

In Witness Whereof, the parties have executed this Agreement as of the Effective Date.

ACCEPTED AND AGREED TO:

OpenID Foundation

Member: _____

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

ADDRESS:

ADDRESS:

Email: help@openid.net

Email: _____

OpenID: _____