

**OPENID FOUNDATION  
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 5000 Executive Parkway, Suite 302, San Ramon, CA 94583, United States, and the person (individual, entity, or otherwise) identified as “Contributor” in Table 1 below.

<b>Table 1 – Contributor Information</b>		
Legal Name (“ <b>Contributor</b> ”):	Factern Consulting Limited	
Contributor Status ( <i>check one</i> )	<input type="checkbox"/> <b>Individual Contributor:</b> an individual who does not owe any duty to any third parties (e.g., but without limitation, employers or clients) regarding any intellectual property related to activities involved in participating in Work Groups or creating Specifications	
	<input checked="" type="checkbox"/> <b>Legal Entity Contributor:</b> a firm, corporation, partnership, association, government agency, or similar entity that is being represented in any Work Groups by one (1) or more Representatives	
Contributor Address:	Partwick, west End Lane, Henfield, BN5 9RE, UK	
Incorporated In: ( <i>Legal Entity Contributors only</i> )	UNITED KINGDOM	
Legal Contact: ( <i>Optional</i> )	Name/Title:	Ben Helps
	Email:	ben.helps@factern.com
Individual Contributor or First Representative: ( <i>Required</i> )	Name/Title:	Ben Helps
	Email:	ben.helps@factern.com
Second Representative: ( <i>Optional – Legal Entity  Contributors only</i> )	Name/Title:	
	Email:	
Third Representative: ( <i>Optional – Legal Entity  Contributors only</i> )	Name/Title:	
	Email:	
Fourth Representative: ( <i>Optional – Legal Entity  Contributors only</i> )	Name/Title:	
	Email:	
Fifth Representative: ( <i>Optional – Legal Entity  Contributors only</i> )	Name/Title:	
	Email:	
Sixth Representative: ( <i>Optional – Legal Entity  Contributors only</i> )	Name/Title:	
	Email:	
Seventh Representative: ( <i>Optional – Legal Entity  Contributors only</i> )	Name/Title:	
	Email:	
Eighth Representative: ( <i>Optional – Legal Entity  Contributors only</i> )	Name/Title:	
	Email:	
Work Groups (Check one)	<input checked="" type="checkbox"/> All Work Groups (current and future) <input type="checkbox"/> Specified Work Group(s) _____	

*Note: Additional Representative names and contact information may be added as a supplemental exhibit.*

## 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 then-current OpenID Intellectual Property Rights Policy, available at [openid.net/agreements-policies](http://openid.net/agreements-policies) (“**IPR Policy**”), which is fully incorporated into this Agreement by this reference.
2. **CONTRIBUTOR’S STATUS.**
  - 2.1. **Status.** Contributor’s Status as either an Individual Contributor or a Legal Entity Contributor is specified in Table 1 above.
  - 2.2. **Legal Entity Contributor.** If Contributor is a corporation (or other form of artificial legal entity or juristic person) and is therefore a Legal Entity Contributor (defined in Table 1 above and in the IPR Policy), it will be represented in OpenID by Representatives (defined in the IPR Policy). In such case, Contributor’s initial Representatives are identified in Table 1 above, and in a supplemental exhibit (if attached). 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 may participate in any Work Groups (defined in the IPR Policy) identified in Table 1 above, according to the rules and procedures in the then-current OpenID Process Document, available at [openid.net/agreements-policies](http://openid.net/agreements-policies) (“**Process Document**”), which is fully incorporated into this Agreement by this reference, and subject to the IPR Policy.
4. **REPRESENTATIONS AND WARRANTIES.** Contributor continuously represents and warrants that: (a) if it is a Legal Entity Contributor, 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 IPR Policy) to any Specification (defined in the IPR Policy); or (iii) granting rights in (or making commitments related to) intellectual property in any Contribution; (c) Contributor, itself, and through its Representatives (if Contributor is a Legal Entity Contributor), has the unfettered right to make any Contributions, fully in accordance with the IPR 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 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. OIDF 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 IPR 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 IPR Policy. Agreement §§ 1 and 4-7, IPR Policy §§V-VI, and other applicable IPR 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 email, delivery service, messenger, first class mail, 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 recipient and its legal contact listed in Table 1 (except as otherwise stated in this §7.1). Unless Contributor notifies OIDF to the contrary, if Contributor is a Legal Entity Contributor, 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 Contributor's legal contact. Notices need not be copied to a legal contact for any party that has not provided legal contact information. OIDF's legal contact information is: OpenID Foundation, 2400 Camino Ramon, Suite 375, San Ramon, CA 94583, United States, Attention: Legal Counsel.

7.2. **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.

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

7.4. **Miscellaneous.** This Agreement is governed by New York law, and both parties agree to exclusive jurisdiction and venue in the federal or state courts in the City of New York, New York, and waive any argument that this is an inconvenient forum. Contributor may not assign this Agreement without OIDF'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 either on paper or an electronic record. 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 IPR Policy.

7.5. **Entire Agreement; Changes.** This Agreement (including Exhibits, if any, and the IPR Policy and Process Document) is the entire agreement of the parties on this subject and merges and supersedes all related prior and contemporaneous communications and agreements. This Agreement, as well as the IPR Policy and Process Document incorporated herein, may each be amended by the OIDF Board of Directors from time to time (subject to requirements for membership votes where applicable), and Contributor agrees to abide by the terms thereof as amended, provided, however, that (a) any such amendment to this Agreement, the IPR Policy, or Process Document that would materially and potentially adversely affect Contributor's rights and obligations shall not bind Contributor until thirty (30) days' from the date that notice of such action is given to Contributor. Amendments shall have prospective effect only. Contributor shall be bound by such a duly adopted amendment unless it elects to terminate this Agreement and its participation in all OIDF Work Groups prior to the effective date of any such amendment.

**Privacy Consent; Consent to Publication of Agreement.** Contributor consents to the OpenID Privacy Policy and also agrees that OIDF may publish a copy of this Agreement as signed by Contributor via posting on the OIDF publicly-accessible website, and Contributor consents to such publication. If Contributor is a Legal Entity Contributor, it also represents that it has obtained appropriate consent under applicable law from all individuals listed in this Agreement to the publication of this Agreement and their personal information listed herein.

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

**OPENID FOUNDATION**

DocuSigned by:

*Don Thibeau*

By: (Sign) Don Thibeau

Name: (Print) Executive Director

Title: 1/12/2021

Date of Signing:

**("CONTRIBUTOR")**

DocuSigned by:

*Ben Helps*

By: (Sign) Ben Helps

Name: (Print) BEN HELPS

Title: 1/12/2021

Date of Signing: