



## MEMBERSHIP APPLICATION AND AGREEMENT

This OIX Membership Application and Agreement (this “**Agreement**”) when signed by the Applicant and accepted by Open Identity Exchange, a Washington not-for-profit corporation (“OIX”), constitutes a binding contract between OIX and the undersigned (the “**Applicant**”). Membership rights, privileges and obligations commence when the Agreement is accepted by OIX (the “Effective Date”), at which time the Applicant is considered a “Member” of OIX. References to “Applicant” and “Member” are used interchangeably herein to establish rights and obligations of the parties.

**I. Definitions.** Capitalized terms used and not defined in this Agreement shall have the respective meanings specified or referred to in the OIX Member Rules (as defined below).

**II. Agreements of Applicant.** Applicant, in consideration of becoming a Member of OIX and subject to OIX’s acceptance and execution of this Agreement, hereby covenants and agrees to and for the benefit of OIX as follows (which agreements shall survive any termination of this Agreement and any withdrawal or removal of Applicant as a Member of OIX):

**a. OIX Bylaws, Member Rules.** Applicant agrees to be bound by and comply with the Bylaws, OIX Member Rules and other policies developed by the Board in accordance with the Bylaws (“Policies”) applicable to Members as they appear at [www.openidentityexchange.org](http://www.openidentityexchange.org) as of the Effective Date, or as any of the foregoing appear after being amended thereafter. The Member acknowledges that some of its obligations under the Bylaws, Member Rules and Policies may survive the termination of this Agreement and its Membership in OIX.

**b. Dues and Fees.** Applicant agrees to pay, when due, all applicable OIX membership fees and dues.

**c. Notification of Non-Compliance.** Applicant agrees to promptly notify OIX of any action or event which will cause, or has caused, Applicant to cease to be in compliance with any OIX Member Rules applicable to Listed Members.

**d. Acceptance by OIX.** Applicant understands and agrees that this Agreement and Applicant’s admission as a Member of OIX is subject to acceptance by OIX. This Agreement shall only become binding on OIX when and if accepted and executed by OIX.

**e. Removal or Withdrawal as Member.** Applicant understands and agrees that Applicant may be removed (or withdraw) as a Member of OIX in accordance with, and subject to the provisions of, the applicable OIX Member Rules.

**f. License; Registration Information.** Applicant hereby grants (on behalf of itself and its Affiliates) to OIX, and OIX hereby accepts, a non-exclusive, personal, worldwide, royalty-free license to use the Applicant’s corporate logos, Web site address, trade names, and trade/service marks that it provides to OIX in connection with the display of information on the OIX Membership Directory, the OIX Listing Service and the OIX website subject to the terms set forth in the OIX Member Rules. Applicant also hereby grants (on its behalf and that of its Affiliates) to OIX the applicable licenses to the Registration Information and Listing Information of Applicant subject to the terms set forth in the OIX Member Rules.

**g. Limitation of Liability.** IN NO EVENT SHALL MEMBER, ANY OTHER MEMBERS, OIX, ANY CONTRIBUTORS, OR THE SECRETERAT BE LIABLE TO ANY OTHER MEMBER, MEMBERS, ANY CONTRIBUTORS, OIX, OR THE SECRETERAT FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, OIX PROGRAMS, OR APPLICANT’S MEMBERSHIP IN OIX, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE MAXIMUM AGGREGATE LIABILITY OF OIX AND THE EXCLUSIVE REMEDY AVAILABLE TO MEMBER IN CONNECTION WITH THE AGREEMENT FOR ANY AND ALL DAMAGES, INJURY, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH OIX PROGRAMS OR THIS AGREEMENT, SHALL BE TO RECOVER THE ACTUAL DAMAGES COMPANY INCURRED UP TO, BUT NOT EXCEEDING, AN AMOUNT EQUAL TO THE ANNUAL MEMBERSHIP FEES, DUES AND MEMBER LISTING FEES PAID BY MEMBER TO OIX UNDER THIS AGREEMENT. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES.

### **III. Representations and Warranties of Applicant.**

Applicant, in consideration of becoming a Member of OIX and subject to OIX's acceptance and execution of this Agreement, hereby represents and warrants to OIX as follows:

**a. Authority; Binding Obligation.** Applicant has the requisite power and authority to execute and deliver this Agreement and to perform its obligations as a Member of OIX. Subject to acceptance and execution of this Agreement by OIX, this Agreement constitutes a valid and binding obligation of Applicant enforceable against Applicant in accordance with its terms.

**b. Rights to Registration Information.** Applicant owns or has sufficient legal interest in the rights that are subject to the licenses provided for herein for it to make the grants described herein so that OIX's use of the Registration Information in a manner consistent with the description in this Agreement will not constitute an infringement.

**c. Accuracy of Registration Information.** The Registration Information of Applicant is accurate and complete in all material respects and does not contain any untrue statement of a material fact, or omits to state any material fact necessary to make the statements contained therein not misleading.

Applicant hereby offers this Agreement to OIX and, subject to acceptance and execution of this Agreement by OIX, agrees, by its signature in the "Member Authorization" box below to become a Member of OIX in accordance with the terms of this Agreement. Applicant also hereby consents to the receipt of notices from OIX by electronic mail at the e-mail address for the primary contact set forth below (such consent is effective until Applicant gives specific written notice to OIX revoking such consent).

**1. Membership Fee**

Select ONE checkbox indicating your membership class and organization type:

	<b>Commercial</b> (=>50 employees)	<b>Commercial</b> (<50 employees)	<b>Government</b>	<b>Academic/ Non-Profit</b>
<b>Executive Member</b>	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$50,000
<b>General Member</b>	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$2,000	<input type="checkbox"/> \$1,000
<b>Professional Service Provider</b>	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$2,000	<input type="checkbox"/> \$1,000
<b>Trust Framework Authority</b>	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$1,000

**2. Method of Payment and Terms\***

Select one option below:

- Check attached
- Wire Transfer (Please add an additional \$20.00 USD for all wire transfers)  
 Silicon Valley Bank 3003 Tasman Drive Santa Clara, CA 95054 USA  
 Routing Number: 121140399  
 Account Number: 3300666658  
 Swift Code Number: SVBKUS6S (for International Wires)
- Please invoice                      PO#: \_\_\_\_\_

The term of membership is one year, expiring on the 365<sup>th</sup> day from the date of acceptance of the application (the "Membership Renewal Date"). OIX will invoice Member for the then-current membership renewal fee ninety (90) days prior to the Membership Renewal Date and Member's payment thereof constitutes a renewal of the membership. Failure to make a timely membership renewal payment is cause for suspension of the membership and all of the member's listing(s) upon the Membership Renewal Date and termination of the membership and all of the member's listings 45 calendar days after the Membership Renewal Date ("Membership Renewal Grace Period"). A 10% penalty will be applied for reinstating a suspended membership and all the member's listings during the Membership Renewal Grace Period.

\*This is a summary only; for the complete rules governing payment and accounting see Part II, section 3 of the OIX Member Rules.

**3. Member Authorization**

Company or Organization: \_\_\_\_\_

Name (Authorized Signor)\* \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address for Invoice: \_\_\_\_\_

Email Address for Invoice: \_\_\_\_\_

\* The signatory listed above MUST be a registered contact in the section below.

#### 4. Member Contact Information

Please enter at least one contact and as many as three contacts for your organization. Please indicate the contact type for each contact you enter.

**Contact Type** (you may check as many as apply):

Primary Contact

Secondary Contact

Billing Contact

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Contact Type** (you may check as many as apply):

Primary Contact

Secondary Contact

Billing Contact

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Contact Type** (you may check as many as apply):

Primary Contact

Secondary Contact

Billing Contact

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**5. Anticipated Trust Framework Role(s)**

The following information is for OIX information purposes only and is not binding for any Trust Framework Listing (Trust Framework Listings are submitted separately using the OIX Trust Framework Listing Application and Agreement). Please select the checkboxes below corresponding to the role(s) that your organization anticipates fulfilling for one or more trust frameworks (you may check as many as apply):

- Identity Service Provider
- Relying Party
- Special Assessor
- Assessor
- Auditor
- Dispute Resolution Service Provider

**6. OIX Member Licensed Trademarks**

Attach to this form a description of any Trademarks, Logos, and other related material that is licensed for use in OIX Listing Service under OIX Member Rules III, section 5.2.

**7. Acceptance**

Submit this completed Application and Agreement to:

Open Identity Exchange  
 2400 Camino Ramon, Suite 375  
 San Ramon, CA 94550  
 Fax: 925.275.6691  
 Email: [help@openidentityexchange.org](mailto:help@openidentityexchange.org)

A countersigned copy will be returned once it is accepted and payment is received by OIX.

ACCEPTED:

OPEN IDENTITY EXCHANGE

By \_\_\_\_\_

Dated: \_\_\_\_\_, 2011

Its \_\_\_\_\_