



OIX Contributor Agreement

Open Identity Exchange (“OIX”) organizes and supports programs, initiatives, development workshops, information services and working groups of various types (collectively “Working Groups”) each of which may result in one or more draft and final versions of different types of output, report, white paper, Trust Framework industry recommendation, OIX process recommendation or other deliverable (the "OIX Deliverables"). Working Groups may be open to both OIX Members and persons (acting in their individual or representative capacity) that are not OIX Members (“Contributors”). All Working Group Contributors are subject to the charter, operating rules and other requirements applicable to that Working Group as established by OIX from time to time. Contributions by OIX Members in Working Groups are subject to the OIX Member Rules. This Agreement applies to Contributions by Contributors.

OIX welcomes input, suggestions and other feedback in written or oral form ("Contributions") regarding the OIX Deliverables. By the act of submitting Contributions, You (sometimes referred to as “Contributor” and “You” herein, on behalf of yourself if you are an individual, and your organization and its Affiliates if you are providing Contributions on behalf of that organization) agree to the following terms (all capitalized terms are defined in Part I of the OIX Member Rules available at <http://openidentityexchange.org>

1. **NO TRANSFER TO OIX OF RESTRICTED DATA.** You agree that you will not transfer any data or information to OIX that is confidential information, or that is subject to regulation, limitation or restriction on handling, collection, holding, transfer or any other use under any privacy, data security or other similar laws (including regulations, administrative practices or other legal authorities) or other legal limitations on use (such as private contracts or policies or industry practices or standards).

In addition, You will not transfer any personal information, personal identifying information, sensitive information, or other similar information relating to any individual data subject or through which any such data subject could be identified (whether by itself or in combination with other information), to OIX. Your contact information (and that of the organization that you represent) will not be treated as confidential, and You “opt-in” to the inclusion of such contact information in OIX online information resources. You agree that OIX, its directors, officers, employees and independent contractors will be under no obligation to treat any information received from You or other third parties as confidential information.

2. **Grant to OIX of License to Your Data and Information.** By submitting any Contributions, whether in the form of materials, data, information or otherwise, and by Your agreement to this Agreement, You expressly grant (on Your own behalf and on behalf of the organization You represent and its Affiliates) to OIX, a royalty-free, non-exclusive, unlimited right and license to use, reproduce, adapt, publish, translate and distribute such Contributions, materials and the information and data that they contain (in whole or in part) world wide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any right that may exist in such material solely for the purposes of developing, publishing, and distributing information to trust framework industry participants and the public through the OIX Deliverables, OIX Membership Directory, the OIX Listing Service and other related information sharing, processing and distribution systems and programs of OIX. The selection of content for inclusion on all OIX online services is solely within the discretion of the Board (or its designees). The submission of Contributions does not guarantee that a Contribution will be included in OIX online resources.

3. **Copyrights.** You hereby grant (and your represented organization and its Affiliates) to OIX a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, transferable copyright license, with the right to directly and indirectly sublicense, to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform (in whole or in part) Your Contributions in any way, solely for the purposes of developing, publishing, and distributing information to trust framework industry participants and the public through the OIX Deliverables, OIX Listing Service and other related information sharing, processing and distribution systems and programs of OIX. Member represents and warrants that it 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 Contributions in a manner consistent with the description in this Agreement will not constitute an infringement.

4. **Patents.** You covenant to either (i) grant a license on fair, reasonable and non-discriminatory (FRAND) terms or (ii) offer a non-assertion covenant, in your discretion to any OIX Member or other person, under any patent claims that You (or your represented organization or its Affiliates) own or control that become Essential Claims (as defined below) because of the incorporation or other use of a Contribution made by You in any OIX Deliverable, the OIX Listing Service or any OIX Policy or program, provided that, the OIX Board may establish that one or more OIX Working Group charters (each of which is communicated to participants at the inception of a Working Group) may require participants in any such Working Groups to agree to patent licensing terms that are different than those set forth in this Agreement (including, but not limited to, the OIX Board's discretion to require that a Working Group's participants undertake to license patent claims on royalty free terms (such requirement an "RF Licensing Requirement"). For purposes of this Agreement "Essential Claims" means those claims of all patents and patent applications, throughout the world, in which You or Your organization has the right to grant licenses, which claims are necessarily infringed by an implementation by any party of or involving an OIX Deliverable. A claim is "necessarily

infringed” hereunder only when it is not possible to avoid infringing it because there is no technically feasible non-infringing alternative for implementing the OIX Deliverable.

Limited Agreement to Disclose. You should declare at the earliest opportunity, any of Your patents which you know to include Essential Claims, or potentially Essential Claims. In the event that You have actual knowledge that You or your organization would be unwilling to provide a FRAND license to any such Essential Claims (or a royalty-free patent license with respect to OIX Deliverables produced by those Working Groups for which the OIX Board has imposed a RF Licensing Requirement) to any party that implements an OIX Deliverable (including those in draft or “work-in-progress” form) of any OIX Working Group, you agree to promptly provide written notification to the Secretariat and appropriate Work Group chairperson of Your intent not to license. The Secretariat will maintain a list of all such declarations and the Working Group to which they relate. Nothing in this Section is intended to create a duty for You to conduct a search of Your or Your organization’s patent portfolio.

5. **Agreement to OIX Online Terms.** You acknowledge and agree: (i) that You have reviewed those portions of the of the OIX Member Rules available on the OIX website at <http://openidentityexchange.org> that are applicable to Contributors (including Part I: Definitions and Part VI: Working Group Participation Rules); (ii) that sections 4, 5 and 6 of Part II of the OIX Member Rules (as amended from time to time), is incorporated into this Agreement by reference, provided that the term “Contributor” is substituted for the term “Member” wherever it appears in such Rules Part II, and (iii) to abide by OIX Policies applicable to Contributors, and such other policies, rules, terms and requirements as may be established by OIX from time to time, as each may be modified, changed, supplemented or amended by OIX, subject to the notice requirements provided therein.

6. **Limitation of Liability.** IN NO EVENT SHALL CONTRIBUTOR, ANY MEMBERS, OIX, OR THE SECRETERIAT BE LIABLE TO ANY OTHER CONTRIBUTOR, ANY MEMBERS, OIX, OR THE SECRETERIAT FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, OIX PROGRAMS, OR CONTRIBUTOR’S PARTICIPATION IN OIX PROGRAMS, 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 CONTRIBUTOR 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 CONTRIBUTOR INCURRED UP TO, BUT NOT EXCEEDING, FIVE HUNDRED DOLLARS (\$500). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES.

7. **Your Representations.** By your entry into this Agreement, and by Your submission of Contributions to OIX, You represent and warrant that: (i) You have adequate rights to provide the Contributions (on Your own behalf and on behalf of Your organization), (ii) You have the right to bind your organization and its Affiliates to the licensing and other obligations provided in this Agreement, (iii) No part of the Contribution to OIX is false, misleading, libelous, defamatory, obscene, unlawful, or injurious to any party; and (iv) Inclusion of the Contribution in the OIX Listing Service or other OIX online or other presentations or materials will not require OIX to make any payment to, or clear or obtain any additional rights from, Member or any third party. You understand and agree that OIX does not intend and will not be required to edit or review Contributions for accuracy or appropriateness.

Agreement of Contributor:

By: _____
(Signature)

Date (the "Effective Date"): _____

Name: _____

Title: _____

Organization: _____

Email: _____