

OIX MEMBER RULES

May 14, 2010

These OIX Member Rules are presented in 6 parts.

All Parts of the General Rules presented in this Part I apply to all OIX Members.

Part I - Definitions

Part II – General Rules

Part III – Intellectual Property and Data Rules

Part IV – Application Rules

Part V – Listing Service Rules

Part VI – Working Group Rules

Please Note: Rules in Part VI apply to all Members that participate in working groups, programs and initiatives of OIX. Participation in OIX working groups and other OIX programs by non-Members is covered by a separate “OIX Contributor Agreement.”

Please Note: In addition to these OIX Member Rules, Members are also subject to the provisions of the following documents, all of which are available on the OIX website at <http://openidentityexchange.org/membership-documents>:

The OIX Membership Agreement (which references these rules),

The OIX Trust Framework Listing Agreement (applies to Listed Members that list Trust Frameworks),

The OIX Participant Listing Agreement (applies to all other Listed Members),

The OIX Bylaws and OIX Articles of Incorporation,

The OIX Web Site and Listing Service TOU, and

Such other rules or policies as are put in place by OIX from time to time.

Questions relating to these OIX Member Rules and any other OIX Policies applicable to Members and others should be directed to help@openidentityexchange.org.

OIX MEMBER RULES

PART I

DEFINITIONS

The following terms when used in the Membership Agreement shall have the meanings set forth below. Defined terms used, but not defined herein shall have the meaning set forth in the OIX Member Rules documents.

1. “Act” means Chapter 24.03 of the Revised Code of Washington.
2. “Affiliates” means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists.
3. "Applicant" means a person that applies for Membership in OIX under the Application Rules, prior to the time that their Application is accepted by OIX, after which time they are referred to as a “Member.” “Applicant” also means an existing Member that desires to be a Listed OIX Member under a Trust Framework Listing Agreement or under a Participant Listing Agreement, prior to the time such Trust Framework Listing Agreement or Participant Listing Agreement, as applicable, has been accepted by OIX.
4. “Application” means either (i) a Membership Application and Agreement, (ii) a Participant Listing Application and Agreement, or (iii) a Trust Framework Listing Application and Agreement, as the context requires.
5. “Application Rules” means the requirements set forth in Rule Part IV.
6. “Assessor” means a party that performs evaluations of Identity Service Providers, Relying Parties or other Assessors with respect to one or more Trust Frameworks for the purpose of certifying the conformity of such services to the requirements of such Trust Frameworks.
7. “Assurance” means “Authentication Assurance” and “Identity Assurance” as the context requires.
8. “Auditor” means a party that performs review and analysis similar to that of an Assessor, but for the purpose of certifying continuing conformity following an initial certification by an Assessor.
9. “Authentication Assurance” means confidence reached in the authentication process, that the communication partner is the entity which it claims to be or is expected to be.
10. “Control” (and derivatives thereof) means the possession, directly or indirectly through one or more intermediaries, of the power to either (i) elect a majority of the directors (or Persons with equivalent management power) of such Person, or (ii) direct or cause the direction of the

management or policies of such Person, whether through the ownership of securities or partnership, membership or other ownership interests, by contract, by operation of law or otherwise.

11. “Authorization” means the granting of rights, and, based on these rights, the granting of access to resources or to take action with respect to resources.

12. “Credential” means a set of data presented as evidence of a claimed identity and/or entitlements.

13. “Claim” or “Assertion” means a statement made by an entity without accompanying evidence of its validity.

14. “Damages” means any and all lawsuits, actions, claims, debts, demands, allegations, actions, losses, liabilities, damages, costs, expenses (including reasonable attorneys’ fees and disbursements), judgments finally awarded, settlements and penalties of every kind.

15. “Data” means the quantities, characters or symbols on which operations are performed by computers, communications networks and other automatic equipment, and which may be stored or transmitted in the form of electrical signals, light, magnetic, electron spin, or quantum or other states of matter.

16. “Data Subjects” means Entities to which data relates

17. “Director” means a member of the OIX Board.

18. “Dispute Resolution Provider” (see “Online Dispute Resolution Provider”).

19. “Effective Date” has the applicable meaning set forth in the Membership Agreement for each Member.

20. “Entity” means anything that has separate and distinct existence and that can be identified in context. The term “Entity” includes individuals, legal persons and identified system nodes associated with physical objects.

21. “Executive Member” means an OIX Member that is also a member of the OIX Board.

22. “General Member” or “Member” means an OIX Member that is not also a member of the OIX Board.

23. “Identity” means the representation of an entity in the form of one or more information elements which allow the entity(s) to be sufficiently distinguished within context.

24. “Identity Assurance” means the degree of confidence in the identity proofing process used to establish the identity of the entity to whom the credential was issued, and the degree of

confidence that the entity that uses the credential is the entity or entity to whom the credential was issued or assigned.

25. “Identity Data” means data that is applied, combined, aggregated or referenced to convey Information about an Entity.

26. “Identity Management” means a set of functions and capabilities (e.g., administration, management and maintenance, discovery, communications exchanges, correlation and binding, policy enforcement, authentication and assertions) used for:

- (i) Assurance of identity information (e.g., identifiers, credentials, attributes);
- (ii) Assurance of the identity of an entity (e.g., users/subscribers, groups, user devices, organizations, network and service providers, network elements and objects, and virtual objects); and
- (iii) Supporting business and security applications (e.g., authorization).

27. “Identity Services” or “Identity Management Services” means the services associated with the different roles established by a Trust Framework.

28. “Identity Service Provider” or “Identity Management Service Provider” means a party that provides Identity Services.

29. “Identity Proofing” means a process by which the credential issuer validates sufficient information to uniquely identify, an Entity that applies for a credential.

30. “Information” means knowledge communicated concerning some particular fact, subject or event, that is conveyed using data.

31. “Listed Member” means an OIX Member that is a current signatory to one or more of either a Participant Listing Agreement or a Trust Framework Listing Agreement.

32. “Listing Agreement” (or “OIX Listing Agreement”) means an agreement entered into between OIX and a Member pursuant to which Member agrees to provide certain information to OIX describing Member’s relationship to a Trust Framework. “Listing Agreements” include two general types, Trust Framework Listing Agreements and Participant Listing Agreements. The former are entered into by Members representing Trust Communities that wish to include their Trust Framework in the OIX Listing Service. The latter are entered into by participants that offer or receive services in conformance with a Trust Framework.

33. “Listing Information” means any information submitted to OIX for or on behalf of a Member in satisfaction of its information requirements under one or more Listing Agreements.

34. “Listing Service” (or “OIX Listing Service”) means the online information service provided by OIX from time to time that presents information collected from OIX Members for reference and analysis by participants in the Trust Framework services market and the public.

35. “Member” means a Member, in good standing, of OIX.
36. “Member Licensed Trademarks” means those trademarks, trade names and other similar subjects listed in a OIX Member Licensed Trademark Form .
37. “Members” means all OIX Members, regardless of Membership classification.
38. “Membership” means membership in OIX as a Member.
39. “Membership Agreement” means the form of agreement through which an Applicant applies to be a Member of OIX, as amended by OIX from time to time.
40. “Membership Renewal Date” means, for each Member, the date that is the first anniversary of the Effective Date for such Member.
41. “Membership Renewal Grace Period” means the applicable period of time that commences, for each Member, on such Member’s Membership Renewal Date and ends 45 days thereafter.
42. “OIX” means Open Identity Exchange, a Washington not-for-profit corporation, and its successors, assigns, and any designees.
43. "OIX Board" means the Board of Directors of OIX.
44. “OIX Bylaws” means the OIX corporate bylaws, as in effect and as amended from time to time, a copy of which is posted on the OIX website at www.openidentityexchange.org.
45. “OIX Member Rules” means Parts I through VI of these OIX Member Rules as the same are amended from time to time and as presented at [link] and such other rules, policies and terms as the Board shall so designate on notice to Members from time to time, copies of which are posted on the OIX website at www.openidentityexchange.org
46. “OIX Listed Member” means an OIX Member that is currently a party to either an OIX Trust Framework Participant Listing Application and Agreement or an OIX Participant Listing Application and Agreement, whether or not any Listing Information is currently posted on the OIX Listing Service.
47. “OIX Policy” or “OIX Policies” means any rules or policies put in place by OIX from time to time.
48. "Online Dispute Resolution Provider" means a party that performs a service associated with an online and/or automated means of dealing with opposing claims following the point at which they are asserted by a party.
49. “OIX Membership Directory” means the list of OIX Members in good standing that is posted at www.openidentityexchange.com as amended from time to time.

50. “Organizational Documents” means the OIX Articles of Incorporation and the OIX Bylaws.
51. “Person” means any individual, corporation, trust, partnership, joint venture, limited liability company, association, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise, any sovereign nation and any subdivision, governmental unit or any instrumentality therein, and any other entity with legal capacity to enter into legally binding obligations.
52. “Professional Service Provider Member” means a Member that performs the function of an Assessor, Auditor, or Dispute Resolution Provider, or any other similar professional services related to Trust Frameworks.
53. “Proofing” means the verification or validation of information when enrolling new entities into identity systems.
54. “Registration Information” means all information, data, responses, reports, transcripts, notes of oral communications, materials and other responses in any form that is received by OIX from or with respect to an Applicant, with the exception of Listing Information.
55. “Relying Party” means an entity that relies on an identity credential or claim issues by an Identity Service Provider within some request context.
56. “Renewal Fee” means the applicable membership renewal fee for a Member to extend the Member’s Membership pursuant to these OIX Member Rules.
57. “Secretariat” means the company designated by OIX as the Secretariat with which OIX has contracted to provide management and administrative services.
58. “Trust” means the firm belief in the reliability and truth of Information; or in the competence of an Entity to act appropriately, within a specified context.
59. “Trust Community” means an entity or group that has requirements for Trust in online interactions that are set forth in a Trust Framework.
60. “Trust Framework” means a document or series of documents that set forth the needs and requirements of a particular Trust Community regarding requirements for Trust in online interactions, including, but not limited to, specifications and descriptions of technological requirements (the “Tools”) and specifications or descriptions of the legal, policy and institutional/cultural requirements of the system (the “Rules”).
61. “Trust Framework Authority Member” means a Member that represents the policymakers for a Trust Community.

OIX MEMBER RULES

PART II OIX MEMBER GENERAL RULES

1. DEFINITIONS

Defined terms used, but not defined, herein shall have the meaning set forth in OIX Member Rules Part I, available on the OIX website at <http://openidentityexchange.org/membership-documents>. Defined terms are used with initial letters capitalized.

2. MEMBERSHIP PARTICIPATION

2.1 Participation. Members' participation in OIX programs and activities is subject to and governed by these OIX Member Rules, and the documents referenced herein, as in effect from time to time. Member's participation in OIX shall take place through a representative indicated in Member's contact information on file with OIX, which representative shall be a current employee or independent contractor of Member with authority to make commitments and engage in OIX-related activities on behalf of Member.

2.2 Not a Voting Member. Member acknowledges and agrees that nothing in the Membership Agreement, the OIX Member Rules or the Organizational Documents shall be deemed to provide Member with any rights to vote or make decisions for or on behalf of OIX. Member agrees that it only has the rights, privileges or benefits of a member in OIX as set forth in the Act, as specifically modified, limited or restricted in the OIX Articles of Incorporation and/or Bylaws.

3. OBLIGATIONS OF MEMBER

3.1 Agreement to Current Version of OIX Bylaws and OIX Member Rules. The Member agrees to be bound by the terms of the OIX Organizational Documents, the Membership Agreement, the OIX Member Rules, OIX Policies 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 herein.

3.2 Dues and Other Fees. The Member shall pay dues, fees and other assessments applicable to its participation, as established from time to time by OIX. All membership and other fees paid to OIX are nonrefundable for any reason, including termination of Membership by the Member. A Member's initial membership fee, and any subsequent listing fee, shall be paid by a Member not less than thirty (30) days of acceptance of its application.

3.3 Renewals: Membership shall be required to be renewed annually. The Membership term will start on the Effective Date applicable for a Member and expire on the Membership

Renewal Date for such Member (the date that is the first anniversary of the Effective Date for such Member), unless extended as provided below. Membership may be extended for subsequent annual periods (each starting on the subsequent Membership Renewal Date) through payment of the then-current Renewal Fee.

OIX will invoice Member for the Renewal Fee at least ninety (90) days prior to each Membership Renewal Date. Member's payment of each such Renewal Fee shall constitute a renewal of its Membership, subject to the then-current OIX Membership Agreement and OIX Member Rules.

Failure to make a timely Renewal Fee payment shall be cause for suspension of Membership, following which OIX may, in its sole discretion, remove some or all of the Member's listing(s) from the OIX Membership Directory and the OIX Listing Service. OIX shall have no obligation to return or destroy Information and Data received from or about a suspended Member, and OIX may, in its sole discretion, remove or continue to include such Information and Data in the OIX Membership Directory or the Listing Service.

With respect to a Member that fails to timely pay Renewal Fees, suspension of Membership will occur automatically upon the Membership Renewal Date, provided however, that during the Membership Renewal Grace Period (a period that is 45 calendar days after the Membership Renewal Date), a Membership may be renewed upon payment of the appropriate Renewal Fee, plus an additional administration fee equal to 10% of such Renewal Fee.

A Member renewal that is submitted after the Membership Renewal Grace Period will be required to be filed as a new Membership Application, subject to documentation and fee requirements associated with initial Applications.

3.4 Expenses. The Member shall bear its own costs and expenses for its participation in OIX, including but not limited to information system expenses (including the costs of maintaining its own hardware, software and networked systems to access the OIX Listing Service and other OIX programs and resources), travel, employee compensation, and incidental expenses.

3.5 Use of OIX Listing Service. Member's participation in and use of the OIX Listing Service shall be in accordance with (i) for Listed Members, either the Trust Framework Listing Agreement (applicable to Members that serve as Trust Framework Authorities) or the Participant Listing Agreement (applicable to all other OIX Members), and (ii) for all Members, the OIX Listing Service and Website Terms of Use applicable to all users of the OIX Listing Service as amended from time to time. Member's use of the Listing Service will be subject to the then-current OIX Listing Service and Website Terms of Use in effect at the time of any such use, the current version of which is available at www.openidentityexchange.com.

3.6 Antitrust Policy. It is the express policy of OIX to require that all of its activities be conducted strictly in accordance with all applicable law, including antitrust laws. The Member agrees to comply with all applicable antitrust laws pertaining to the Member's participation in OIX. Nothing in these OIX Member Rules, the Membership Agreement, or otherwise shall be construed to require or permit conduct that violates any applicable antitrust law.

3.7 Update Registration and Listing Service Information Member agrees to notify OIX if, during the term of its Membership, it ceases to meet the qualifications associated with OIX Membership, or the qualifications associated with its participation in the Listing Service, and that it will update its Registration Information and Listing Information within thirty (30) days of making a material change in any business practices, or other aspects of its business that renders Information previously provided to OIX out-of-date or otherwise not reflective of current practice of such Member.

4. TERM AND TERMINATION

4.1 Term. Unless terminated as provided herein, a Member's Membership shall continue from and after the Effective Date, renewing annually upon the Member's payment of dues in accordance with the terms set forth in this Rule I.A, Section 3.3.

4.2 Termination by Member. The Member may withdraw from participation by terminating its Membership Agreement at any time upon the giving of thirty (30) days prior written notice of withdrawal to OIX . Member shall be obligated to pay dues, assessments, or fees which accrued prior to the effective date of termination. After the effective date of termination, Member shall remain subject to its agreement to provide the licenses and rights set forth in such Member's Membership Agreement and these OIX Member Rules (including but not limited to those set forth in Rule I.B.) whether or not the Registration Information or Listing Information was included in the OIX Membership Directory or the OIX Listing Service prior to the effective date of termination.

4.3 Termination by OIX. OIX may terminate a Member's Membership and all rights associated therewith on written notice, if Member breaches any of its material obligations under its Membership Agreement, the OIX Member Rules, OIX Policies, or under the Organizational Documents, provided OIX shall first give Member written notice and thirty (30) days' opportunity to cure the breach. Member shall be obligated to pay dues, assessments, or fees which accrued prior to the effective date of termination. After the effective date of termination, Member shall remain subject to its agreement to provide the licenses and rights set forth in such Member's Membership Agreement and these OIX Member Rules (including but not limited to those set forth in Rule I.B). whether or not the Registration Information was included in the OIX Membership Directory or the OIX Listing Service prior to the effective date of termination.

4.4 Status of Membership After Withdrawal or Termination. Without limiting the Member's agreement to provide the licenses and rights set forth in such Member's Membership Agreement and these OIX Member Rules in accordance with Section 4.2 and Section 4.3, as applicable, all interests, registrations, certifications, privileges, or other rights of a Member in or with respect to Membership shall cease upon termination of Membership in accordance with Section 4.2 or Section 4.3, as applicable.

5. NO WARRANTY; INDEMNITY

5.1 NO WARRANTY IN OIX MEMBERSHIP DIRECTORY OR OIX LISTING SERVICE MATERIALS. EXCEPT AS EXPRESSLY PROVIDED IN THE MEMBERSHIP

AGREEMENT OR THESE RULES, ALL REGISTRATION INFORMATION, LISTING INFORMATION, OR OTHER MATERIALS, DATA, INFORMATION OR CONTRIBUTIONS, AND ALL RIGHTS THEREIN PROVIDED OR MADE AVAILABLE TO MEMBER OR ITS AFFILIATES BY OIX OR BY OR TO ANY OTHER MEMBER THROUGH THE OIX LISTING SERVICE THE OIX MEMBERSHIP DIRECTORY OR OTHERWISE, ARE PROVIDED AND RELEASED “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF, MERCHANTABILITY, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, OR FITNESS FOR A PARTICULAR PURPOSE.

5.2 Indemnification by OIX. OIX will indemnify, defend and hold harmless the Member and its parents, subsidiaries, Affiliates, shareholders, directors, officers, employees, contractors, agents, successor or assigns from any and all Damages of any nature whatsoever arising directly or indirectly from, as a result of, in connection with, or relating to the Member’s use of the OIX Trademarks pursuant to the terms of its Membership Agreement or these OIX Member Rules.

5.3 Indemnification by Member. The Member will indemnify, defend and hold harmless OIX and its subsidiaries, Affiliates, directors, officers, employees, contractors, agents, successor or assigns from and against any and all Damages of any nature whatsoever arising directly or indirectly from, as a result of, in connection with, or relating to OIX’s use of the Member Licensed Trademarks pursuant to the terms of the Member’s Membership Agreement or these OIX Member Rules.

6. OTHER PROVISIONS

6.1 No Assignment or Transfer. No Member may transfer, assign or sublicense any of its rights or obligations as a Member or under its Membership Agreement without the prior written consent of OIX, which OIX may grant or deny in its sole and absolute discretion. Any transfer or sale of all or substantially all of the business or assets of a Member, or a merger, consolidation, or other transaction that results in a change in control of such Member, shall be deemed a transfer and assignment for purposes of this Section 6.1. Any attempted transfer in violation of this Section is null and void.

6.2 Notices. All notices required under the Membership Agreement, a Listing Agreement, these OIX Member Rules or under the Organizational Documents shall be in writing and sent to the Member’s representative designated in the “Contact Information” section of the Membership Agreement and Application Form at the address set forth therein or to such addresses as such Member’s representative may later specify by written notice to OIX (or other address change processes established by OIX from time to time).

Member may change the designated representative by written notice to OIX. Members are responsible for updating the contact information of their representatives, and OIX shall be considered to have provided proper notice by relying on the contact information that it has on file. The Member waives any right to receive a notice that is sent to the wrong Person or address, provided such notice is sent to the address on record with OIX. Unless otherwise

specifically required by applicable law, OIX may give notices to Member by electronic mail. Notice of a breach of these OIX Member Rules or a Membership Agreement and notice of termination of a Member's Membership shall be given both by express mail or by first class mail, postage prepaid, and, in addition, by electronic mail or by facsimile. Any notification made pursuant to these OIX Member Rules shall be deemed delivered on the next business day following it being sent by electronic mail, by facsimile, by express mail or by courier, or three (3) days after being sent first-class mail, postage prepaid, addressed to the Member's designated representative at the address provided. OIX may make required distributions of information to a Member by sending to the Member a notice of the URL where that information is located.

6.3 No Joint Venture. Nothing contained in the Membership Agreement, these OIX Member Rules, or any OIX Policies to which Member is subject, and no action taken by the Member shall be deemed to render the Member or its Affiliates an employee, agent or representative of OIX or of any other Member or a Member's Affiliate, or shall be deemed to create a partnership, joint venture or syndicate among or between any of the Members or their Affiliates or Members or their Affiliates or with OIX.

6.4 Governing Law. Each Member's Membership Agreement and each Member's rights and obligations as a Member shall be governed by and construed under, and the legal relations among and between the Members and OIX shall be determined in accordance with, the laws of the State of Washington, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction.

6.5 Severability. If any provision of these OIX Member Rules is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect; and a substitute, valid, and enforceable provision most nearly reflecting the original intent shall be developed in place of the invalid provision.

6.6 Amendments. These OIX Member Rules, the Organizational Documents, all OIX Policies, and the form of Membership Agreement may each be amended by the Board of OIX from time to time, and Members agree to abide by the terms thereof as amended, provided, however, that (a) any such new amendment or OIX Policy that would materially and potentially adversely affect a Members' rights and obligations as regards any OIX Member Rule, OIX Policy or its Bylaws shall not bind the Members in less than thirty (30) days' from the date that Notice of such action is given to the Member, in the manner set forth in these OIX Member Rules. Amendments and any new OIX Policy shall have prospective effect only. A Member shall be bound by a duly adopted amendment or new OIX Policy, unless it elects to terminate its Membership and its participation in OIX prior to the effective date of any such Amendment or new OIX Policy.

6.7 Computation of Time. In these OIX Member Rules, the term "day" is intended to refer to a calendar day. For purposes of computing a period of time under these OIX Member Rules, the day of an act, event, default, or lapse from which the period of time indicated begins to run shall not be included. In addition, the last day of the period so computed shall be included in such period unless it is a Saturday, Sunday, or United States federal holiday, in which event the period shall be considered to end on the next day that is not a Saturday, Sunday, or U.S. federal holiday.

OIX MEMBER RULES

PART III INTELLECTUAL PROPERTY AND DATA RULES

Note that all OIX Members are subject to all of the OIX Member Rules. OIX Members rights and obligations regarding intellectual property and Data may be affected by OIX Member Rules in addition to those in this section B.

- 1. DEFINED TERMS:** Defined terms used, but not defined, herein shall have the meaning set forth in OIX Member Rules Part I.
- 2. NO TRANSFER TO OIX OF RESTRICTED DATA.** Member agrees that it will not transfer any Data or Information to OIX as Registration Information, Listing Information or otherwise 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, Member 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 as part of Registration Information, Listing Information or otherwise provided that, to the extent that any of the foregoing information is provided by Member to OIX as its contact information for notices, communications or other similar administrative and operational purposes between Member and OIX or other users of the OIX Membership Directory or the OIX Listing Service, Member acknowledges and agrees that such information will not be treated as confidential, and Member and its representatives to which such information relates, agrees and “opts-in” to the inclusion of such information in the OIX Membership Directory and the OIX Listing Service and to its use consistent with such functions. Member agrees that OIX, its Affiliates, directors, officers, employees and independent contractors will be under no obligation to treat any Registration Information, Listing Information, or any other information generated by OIX or received from third parties as part of the application review process or otherwise made available for or included in the OIX Membership Directory or the OIX Listing Service as confidential information. This includes reports and information prepared and/or provided to OIX by Assessors and Auditors regarding certification test results.

- 3. Grant to OIX of License to Member Data and Information.** By submitting any Registration Information or Listing Information to OIX (whether or not included in the OIX Membership Directory or the OIX Listing Service), and by its agreement to the terms of the Membership Agreement, each Member agrees that it expressly grants (on its behalf and that of its Affiliates), and hereby does grant, to OIX, , a royalty-free, non-exclusive, unlimited right and license to use, reproduce, adapt, publish, translate and

distribute such 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, secure online transactions, identity management and information services industry participants and the public through the OIX Membership Directory, the OIX Listing Service and other identity management services industry related information sharing, processing and distribution systems and programs of OIX. The Registration Information and Listing Information of each Member and Listed Member, as applicable, will be eligible for posting in the OIX Membership Directory and the OIX Listing Service, but the selection of content for inclusion on the OIX Membership Directory and the OIX Listing Service is solely within the discretion of the Board (or its designees). The submission of Registration Information or Listing Information to OIX does not guarantee that it will be included in the OIX Membership Directory or the OIX Listing Service. By contrast, Registration Information and Listing Information of Applications that are denied, will not be posted on the OIX Membership Directory or the OIX Listing Service, but may be retained by OIX for its internal use.

4. Copyrights. Each Member hereby grants to OIX a worldwide, royalty-free, non-exclusive, transferable copyright license to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform (in whole or in part) such Member's Registration Information, Listing Information and Contributions to any Working Group solely for the purposes of developing, publishing, and distributing information to secure online transactions, identity management and information services industry participants and the public through the OIX Membership Directory and the OIX Listing Service and other identity management services industry-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 Registration Information in a manner consistent with the description in this Agreement will not constitute an infringement.

5. Trademarks.

5.1 OIX Marks.

5.1.1 General Rules. The Member agrees that it will only use any name or logo or other Trademark adopted by OIX as set forth in the OIX Mark Reference Guidelines set forth at section 5.3 of this Part III and as made available to the Member by notice from OIX or by posting on the OIX website (as established and modified by the Board from time to time).

5.1.2 OIX Mark Reference Guidelines. The OIX Mark Reference Guidelines are as follows:

The name “Open Identity Exchange, the abbreviation, "OIX" and the OIX logos, are trademarks of Open Identity Exchange. They should be used only to refer to the organization and its official outputs.

OIX welcomes references to, and implementation and use of, its Member Directory, Listing Service, and other programs and materials. Acknowledgement notice of the use of OIX trademarks will, however, be required in cases where there may be some confusion about source or authenticity, such as where the OIX mark is incorporated into some other product, service or organization name. In those cases, OIX will ask the user of its marks to include a clear acknowledgement notice of the use of OIX trademarks in three locations. These locations include, the primary web page referencing the named item, the principal written promotional collateral about it, and any press release regarding it, such as the following:

"OIX" is a trademark of Open Identity Exchange [include explanatory note of the relationship between OIX and the referenced material or person].

Note: the terms in [] are to be replaced as appropriate in each instance.

Where OIX-copyrighted materials are being displayed, a notice referencing OIX copyright should also be provided in the same three locations.

OIX reserves the right to enforce its marks and copyrights against improper or misleading uses.

5.2 Member Marks. Member’s grant in the Membership Agreement to OIX, and OIX’s acceptance of , a non-exclusive, terminable, personal, worldwide, royalty-free license, without the right to sublicense, to use the “Member Licensed Trademarks” identified on the OIX Member Licensed Trademark Form that is attached to the Membership Application and Agreement solely in connection with the display of such marks and related information on the OIX Membership Directory, on the OIX Listing Service or otherwise on the OIX website. OIX Acknowledges exclusive ownership of Member Marks by Member and agrees that it will do nothing inconsistent with such ownership and agrees that all use by OIX of the Member Licensed Trademarks and the goodwill in the Member Licensed Trademarks developed therefrom shall inure to the benefit of and be on behalf of the Member. OIX agrees that nothing in these OIX Member Rules or any Member’s Membership Agreement shall give OIX any right, title or interest in or to the Member Licensed Trademarks other than the license to use the Member Licensed Trademarks in the manner expressly permitted by these OIX Member Rules or a Member’s Membership Agreement, and only for so long as the applicable Member is a Member of OIX.

6. No Other Licenses. Members acknowledge and agree that, except for the rights specifically set forth in the Membership Agreement and these OIX Member Rules, no license, rights or other interest of any type under any trademark, patent, copyright, proprietary information or other intellectual property rights of any Member are granted or received, by implication, estoppel or otherwise by such Member's Membership Agreement or these OIX Member Rules.

7. Registration and Listing Information. No Registration Information or Listing Information that Member provides to OIX shall be or may be false, misleading, libelous, defamatory, obscene, unlawful, or injurious to any party. Inclusion of the Registration Information and Listing Information provided by Member in the OIX Membership Directory or the OIX Listing Service shall not require OIX to make any payment to, or clear or obtain any additional rights from, Member or any third party. Each Member understands and agrees that, while OIX does post portions of Registration Information and Listing Information on its Online Membership Listing Service, it does not intend and will not be required to edit or review Registration Information for accuracy or appropriateness. Each Member will be responsible to OIX for any and all Damages incurred by OIX as a result of any violations by such Member of the requirements of this Section 7.

8. Cessation of Use of Member Licensed Trademarks. Upon termination, cancellation or expiration of a Member's Membership, all rights of OIX to use such Member Licensed Trademarks shall cease and revert automatically to the Member, and OIX shall immediately discontinue all use of the Member Licensed Trademarks.

9. Cessation of Use of OIX Licensed Trademarks. Upon termination, cancellation or expiration of a Member's Membership, all rights of such Member to use the OIX Licensed Trademarks shall cease and revert automatically to OIX, and such Member shall immediately discontinue all use of the OIX Licensed Trademarks.

10. Licensing or Non-Assertion of Patents Related to Member Contributions – Member covenants to either (i) grant a patent license on fair, reasonable and non-discriminatory (FRAND) terms or (ii) offer a non-assertion covenant, in its discretion to any other Member or other person, under any patent claims that Member (or Member's represented organization or its Affiliates) own or control that become Essential Claims (as defined below) because of the incorporation or other use of a Member Contribution 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 section 10 (including, but not limited to, the 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 a Member or a Member's

organization has the right to grant licenses, which claims are necessarily infringed by an implementation by any party of 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.

11. Limited Agreement to Disclose. Individual Members should declare at the earliest opportunity, any of their patents which they know to include Essential Claims, or potentially Essential Claims. In the event that Member has actual knowledge that the Member or its 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, Member will promptly provide written notification to the Secretariat and appropriate Work Group chairperson of Member’s 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 Member to conduct a search of Member’s organization’s patent portfolio.

OIX MEMBER RULES

PART IV APPLICATION RULES

1. Definitions

Defined terms used, but not defined, herein shall have the meaning set forth in OIX Member Rules Part I.

2. New Member Application and Listed Member Application

2.1 Filing of Application

2.1.1 How to File

An Applicant for initial OIX Membership and an Applicant by an existing OIX Member to be a Listed Member shall file the appropriate Membership Application and Agreement in the manner prescribed by OIX in these OIX Member Rules, and on the website and application forms and instructions through which such Application is made. An application shall include:

2.1.1.1 For new OIX Members, a fully completed, Membership Application and Agreement, a current version of which is available at [link];

2.1.1.2 For existing OIX Members that desire to be a Listed OIX Members under a Trust Framework Listing Agreement or under a Participant Listing Agreement, a fully completed, Trust Framework Listing Application and Agreement [link] or a Participant Listing Application and Agreement [link] (as applicable); and

2.1.1.3 Payment of the appropriate Membership Dues and Listing fee (as applicable).

2.1.2 Request for Additional Documents or Information

2.1.2.1 Within thirty (30) days after the filing or submission of an Application, OIX shall serve an initial request for any additional Information or documents necessary to render a decision on the Application. OIX may serve subsequent requests for additional information or documents at any time during the Membership application process.

2.1.2.2 Unless otherwise agreed by OIX and the Applicant, the Applicant shall file any additional Information and documents with OIX within thirty (thirty) days after service of OIX's initial request and fifteen (15) days after service of any subsequent request

2.1.3 Rejection of Application That Is Not Substantially Complete

If OIX determines within forty-five (45) days after the serving a request for additional information or documents that the Application is not substantially complete, and that the Applicant has not adequately responded to such request, OIX may reject the Application and deem it not to have been filed. In such a case, OIX shall serve a written notice on the Applicant of OIX's determination and the reasons therefore within such thirty (30) day period. If the Applicant decides to continue to seek Membership in OIX, the Applicant shall be required to submit a new application and fee under these OIX Member Rules.

2.1.4 Lapse of Application

2.1.4.1 An Application that is filed under this Section 2 shall, absent a showing of good cause (determined by OIX in its sole discretion), automatically lapse if an Applicant:

(i) fails to provide a full and complete response within thirty (30) days following service of an initial or subsequent written request from OIX for information and/or documents under this Section 2 , or within such other time period agreed to in writing by OIX and the Applicant; or

(ii) fails to file an executed OIX Membership Agreement within 30 days after service by OIX of the agreement, or within such other period agreed to in writing by OIX and the Applicant.

2.1.4.2 In the event that an Application lapses under this section, an Applicant wishing to continue to seek Membership or approval of a change in ownership, control, or business operations, then such Applicant shall be required to submit a new Application and an additional fee under this Section 2 of this Rule. OIX shall not be required to refund any fee that was paid for a lapsed application.

2.1.5 Information from Other Sources

During the Application review process, OIX shall provide to the Applicant's representative or representatives any information or document that OIX has obtained from a source other than the Applicant and upon which OIX intends to base its decision under Section 3, and shall provide the Applicant with the opportunity to supplement its Application to address any issues raised in such information or document prior to rendering its decision on the Application. All information received from the Applicant

and from any third party sources is treated as Registration Information and Listing Information for purposes of these Application Rules.

2.1.6 Additional Application Requirements for Non-U.S. based Applicants

2.1.6.1 Because OIX is currently administered from within the United States, applicants must:

(i) pay any required fees associated with Membership Application in U.S. dollars, and

(ii) file their application materials and other documents in English, and provide links to documents and agreements that are submitted with the application in English and, upon request of OIX, in the other major languages (excluding local dialects) that are used by the parties that are included in the Trust Communities that will be served by the Identity Service Providers and any relevant Relying Parties and Data Subjects.

3. Application Review; Membership Decisions; Review Procedure

3.1 Standards for Admission

3.1.1 After considering the Application, other information and documents provided by the Applicant, other information and documents obtained by OIX, and the public interest and the protection of Data subjects, Relying Parties and Trust Frameworks, OIX shall determine whether the Applicant meets each of the following standards:

3.1.1.1 For all Applicants for OIX Membership or for participation as a Listed Member, that the application and all supporting documents are: (i) complete (taking into account the specific Registration Information and Listing Information requirements associated with the particular Application being filed), (ii) fully documented (including, where required by a particular Trust Framework, evidence of certification by OIX Listed Assessors and (iii) accurate (based on Registration Information or Listing Information, as applicable, provided to OIX).

3.1.1.2 The application of such other requirements, standards and documentation as shall be established by the OIX Board from time to time.

3.2 Granting or Denying Application

3.2.1 In reviewing an application for Membership, OIX shall consider whether the Applicant meets each of the standards in paragraph 3.1.

3.2.2 If OIX determines that the Applicant meets each of the standards in paragraph 3.1.1, OIX shall grant the application for Membership.

3.2.3 If OIX determines that the Applicant does not meet one or more of the standards in paragraph 3.1.1 in whole or in part, OIX shall deny the application.

3.3 Decision

3.3.1 Time

OIX shall serve a written decision on the Membership or Listing Application, as the case may be, within thirty (30) days after the filing of the completed Application.

3.3.2 Content

If OIX denies the Application, the decision shall explain in detail the reason for denial, referencing the applicable reasons.

3.3.3 Failure to Serve Decision

If OIX fails to serve a decision within ninety (90) days after the filing of an Application or such later date as OIX and the Applicant have agreed in writing, the Applicant may file a written request with the OIX Board requesting that the OIX Board direct OIX to serve a decision. Within seven days after the filing of such a request, the OIX Board shall direct OIX to serve its written decision immediately or to show good cause for an extension of time. If OIX shows good cause for an extension of time, the OIX Board may extend the ninety (90) day time limit by not more than forty five (45) days.

3.3.4 Service and Effectiveness of Decision

OIX shall serve its decision on the Applicant in accordance with these Application Rules. The decision shall become effective upon service and shall remain in effect during the pendency of any review until a decision constituting final action of OIX is issued under these Application Rules.

3.3.5 Final Action

Unless the Applicant files a written request for a review under these Application Rules, OIX's decision shall constitute final action by OIX.

OIX MEMBER RULES

PART V

LISTING SERVICE RULES

1. Listing Service Member Obligations

The OIX Listing Service is a publicly-accessible registry that provides a forum for (i) Trust Framework Authorities to present their Trust Frameworks, (ii) Identity Service Providers and Relying Parties to present information about their certifications by third party Assessors to provide services to various listed Trust Frameworks, (iii) Assessors and Auditors to participate in rendering certifications and confirming continuing conformity with Trust Framework requirements, and (iv) Dispute Resolution Service Providers to present the services they offer with respect to resolving disputes between parties involving a Trust Framework. The Listing Service is maintained by OIX for the use of its Members and the public to enhance the development of the Trust Framework market by making available relevant information about that market as it develops.

In addition to the obligations described elsewhere in these OIX Member Rules, this section describes the particular Listing Service obligations and responsibilities of Listed Members to OIX, to each other and to the public.

2. Listing Information/Authorization/Accuracy

A Member may submit Registration Information and Listing Information, or change Information about any Person or Entity for which they are authorized. By providing and/or changing such Listing Information, a Member represents that they have obtained full, complete and lawful consent to do so. Member will: (1) provide current, complete and accurate Listing Information; (2) maintain and update this Listing Information as needed to keep it current, complete and accurate at all times; and (3) not provide any Listing Information that is unsuitable or may be used for harmful or unlawful purposes. OIX (including its officers, directors and Affiliates), and other OIX Members are not responsible for any consequences resulting from a Member's failure to obtain consent to list or change Listing Information or a Member's publication of outdated, incomplete, misleading or inaccurate Listing Information (on the OIX website or otherwise). A Member may change or remove Listing Information about such Member at any time on the Listing Service by following the OIX Listing Service change procedures that are in effect from time to time.

The person providing Listing Information must provide contact information as called for in the Participant Listing Application and Agreement. OIX has the right to communicate with the Person so identified about the Listing Information they have provided or for other administrative purposes.

3. How Listing Information May Be Used

Listing Information will be public and accessible by anyone. OIX has the discretion as to what Information is presented on the OIX Listing Service, and not all Listing Information that a Member provides to OIX may be presented in the Listing Service. Listing Information may be used by other Members and the public in accordance with the OIX Listing Service and Website Terms of Use [link]. Changes or removal of Listing Information that a Member makes (pursuant to the OIX Listing Information change procedures that are in effect from time to time), will be incorporated into the Listing Service, but the speed with which such changes are made may be affected by various external factors. Accordingly, Members are asked to provide updated information as soon as possible, in order to assure that the Listing Service presents the most current information possible. Members are advised to consider that anyone who had previously viewed or copied Listing Information may not see these subsequent changes or removals. By providing OIX with Listing Information, a Member gives their permission, subject to OIX Member Rule 1.B. for Listing Information to be included in the OIX Listing Service and used as described above. MEMBERS SHOULD NOT INCLUDE ANY INFORMATION IN LISTING INFORMATION THAT THEY DO NOT WANT IT USED AS DESCRIBED ABOVE.

4. Dispute Policy

Member agrees that OIX is not responsible for resolving any disputes between any Persons or entities that may have objections to the Listing Information included in the Listing Service. If a Listed Member has provided Listing Information that another Member desires to have removed or changed, the other Member must resolve its concerns with that Listed Member.

Member agrees that, if the Listing Information provided by that Member is challenged by another third party (a "Dispute"), that Member will be subject to the provisions specified below or any OIX terms regarding disputes that may be in effect at the time of the dispute. Each Member agrees that in the event a Dispute arises, that Member will indemnify and hold OIX harmless from and against any Damages suffered or incurred by OIX arising out of or related to such Disputes. If OIX is notified that a complaint has been filed with a judicial or administrative authority regarding the Listing Information provided by a Member, that Member agrees not to make any changes to such Listing Information without the prior approval of OIX. OIX makes no endorsement or representation or warranty regarding any Listing Information.

5. Reservation of Rights by OIX

OIX reserves the right to refuse to include any or all of a Member's Listing Information in the Listing Service and to remove or otherwise make changes to any Listing Information for any reason associated with maintaining the integrity, consistency, interoperability, scalability and other market-supporting features of the Listing Service, in OIX's sole discretion. OIX may cease to provide the Listing Service, or may terminate

access to anyone for any unlawful or inappropriate use, or for any other reason in its sole discretion.

6. Member Access to Listing Service

All Member use of the OIX Listing Service is subject to the terms of the Listing Service and Web Site Terms of Use (available on the OIX website at <http://openidentityexchange.org/membership-documents>) that are in effect at the time of each such use.

7. Participation in Listing Service

Members must complete the appropriate Listing Application and Agreement (either for Participant Listing or Trust Framework Listing, as the case may be), and provide it to OIX in the manner and within the time period specified in the relevant OIX Listing Agreement Instructions.

Member acknowledges and agrees that Registration Information and Listing Information may be used by OIX, and made available to other Members and the public consistent with the rights granted in OIX Member Rule 1.B.

8. Update Listed Information

Listed Members will update the Information, including Listing Information, that pertains to them on the OIX Listing Service in the manner described in Rule Part II, section 3.7.

9. Special Provisions applicable to specific types of Listed Members

A. Special Listing Service Rules provisions applicable to Listed Participant Members

No current special Listing Service Rules provisions apply to this category of listing

B. Special Listing Service Rules provisions applicable to Listed Trust Framework Members

Members that seek to list a Trust Framework are required to complete a “Principles of Openness Acknowledgement,” made available by OIX, as the same may be amended from time to time.

The current form of such Acknowledgement shall be as set forth in the Trust Framework Listing Application and Agreement.

OIX MEMBER RULES

PART VI WORKING GROUP PARTICIPATION RULES

Working Groups, with Board approval, may establish special rules for governance, voting, development processes etc. In the absence of such special rules, this Rule Part VI (and the other OIX Member Rules) will apply.

As the “default” rules for operation of OIX Working Groups, such rules may be amended or modified with the approval of the OIX Board.

1. Working Group Participation.

OIX organizes and supports programs, initiatives, development workshops, ongoing development efforts, information services and group activities of various types (collectively “Working Groups”) each of which may result in one or more types of output, report, program, or other deliverable (the "OIX Deliverables"). Working Groups may be open to both OIX Members and Contributors. All Working Group participants are subject to these rules and to the charter, operating rules and other requirements applicable to that Working Group as established by OIX from time to time.

2. Working Group Contributions and Output Licenses.

OIX welcomes input, suggestions and other feedback in written or oral form ("Contributions") regarding the OIX Deliverables. Contributions by Members in Working Groups are subject to the OIX Member Rules. Contributions by non-Members in Working Groups are subject to the OIX Contributors Agreement. At the time of Working group formation, the Board (at its own initiative or upon the request of the Chair of the Working Group) will make a determination of the appropriate licensing arrangements to put in place to cover both final and draft output of the Working Group, the default form of license being to apply the Creative Commons Share Alike With Attribution form of license in order to make the OIX Deliverables produced by the Working Group most broadly available and usable to other Members, Trust Framework industry stakeholders and the public.

3. Working Group Formation.

Working Groups may be established for the purposes of developing one or more OIX Deliverables, as provided for in the OIX bylaws,

4. Notice of Working Group Initial Meeting.

OIX shall deliver a notice, at least fifteen (15) days prior to the initial meeting of a Working Group, to all Members apprising them of the initial meeting. Any Member may join the Working Group that is the subject of such notice by replying affirmatively to such notice. If a Member does not reply to the Secretary’s notice (and is therefore not included in the Working Group), it may later join the Working Group upon notice to the Secretary.

5. Member Participation in Working Groups.

The Board (or a duly authorized committee thereof) will appoint a chairperson or chairpersons of each Working Group, or alternately, the Board may designate that the Working Group shall elect a chairperson or chairpersons. Each Member shall be eligible, through its designated representatives, to attend and vote Working Group meetings. The Members that undertake to participate in the Working Groups agree that they shall reasonably cooperate to develop the Deliverables for the purpose of furthering the purposes of OIX.

6. Voting.

Voting shall take place at meetings of the Working Group and may be done in person, via roll call in a telephonic meeting or via e-mail. A quorum for voting purposes shall be a simple majority of the members of such Working Group. Measures put forth for vote, including the designation of a final version of a Deliverable, shall be considered approved by a Working Group upon a majority vote of the quorum.

7. Contributions.

All Contributions to the Working Group, whether oral or in writing, shall be noted in writing in the Minutes of a Working Group meeting. The submitting Member or Contributor shall have a maximum of twenty (20) days after publication of such Minutes to withdraw its Contribution submission by communicating such withdrawal in writing to at least one of the Working Group chairpersons. Approval of a final Deliverable shall not take place until such period has elapsed after the final Contribution to the Deliverable.