



TRUST FRAMEWORK LISTING APPLICATION AND AGREEMENT

This OIX Trust Framework Listing Application and Agreement (this “**Agreement**”) when signed by the Member and accepted by Open Identity Exchange, a Washington not-for-profit corporation (“OIX”), constitutes a binding contract between OIX and the undersigned (the “Listing Member”). Listing rights, privileges and obligations commence when the Agreement is accepted by OIX (the “Effective Date”). References to “Member” and “Listing Member” are used interchangeably herein to establish rights and obligations of the parties. This Agreement is in addition to, and not in substitution of, Member’s Membership Agreement with OIX (entry into which is a prerequisite to entry into this Agreement), and any other prior Trust Framework Listing Agreements entered into by Listing Member.

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 Listing Member. Member, in consideration of becoming a Listed Member of OIX with respect to the Trust Framework identified in the Listing Information referenced in the Trust Framework Listing Information Form, 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 Listing Member as a Member of OIX):

a. Reaffirmation of Member Rules. Listing Member reaffirms its acknowledgement and agreement with and agreement to be bound by and comply with the Bylaws and Member Rules as they appear at <http://openidentityexchange.org/membership-documents> and other policies developed by the Board in accordance with the Bylaws (“Policies”) applicable to Members as they appear at <http://www.openidentityexchange.org> all as of the Effective Date, or as any of the foregoing appear after being amended thereafter. 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. Listing Member agrees to pay, when due, all applicable OIX Listing fees and dues.

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

d. Acceptance by OIX. Member understands and agrees that this Agreement and Member’s Listing as a Listed Trust Framework Authority 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. Member understands and agrees that Member may be removed (or withdraw) as a Listed Member of OIX in accordance with, and subject to the provisions of, the applicable OIX Member Rules.

f. License; Listing Information. Member hereby grants (on its behalf and that of its Affiliates) to OIX the applicable licenses to the Registration Information and Listing Information of Member subject to the terms set forth in the OIX Member Rules.

g. Limitation of Liability. IN NO EVENT SHALL MEMBER, ANY OTHER MEMBERS, ANY CONTRIBUTORS, OIX, 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 MEMBER’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 Member.

Member, in consideration of becoming a Listed 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. Member has the requisite power and authority to execute and deliver this Agreement and to perform its obligations as a Listed Member of OIX. Subject to acceptance and execution of this Agreement by OIX, this Agreement constitutes a valid and binding obligation of Member enforceable against Member in accordance with its terms.

b. Rights to Listing Information. Member 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 Listing Information in a manner consistent with the description in this Agreement and the Member Rules will not constitute an infringement.

c. Accuracy of Listing Information. The Listing Information of Member 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.

Member 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 be bound by the terms of this Agreement. Member also hereby consents to the receipt of notices from OIX by electronic mail at the e-mail address set forth in Member's Membership Application and Agreement (such consent is effective until Member gives specific written notice to OIX revoking such consent).

1. Listing Fee (Select ONE checkbox):

	Commercial (>50 employees)	Commercial (<50 employees)	Government	Academic/ Non-Profit
LEVEL OF ASSURANCE AND/OR LEVEL OF PROTECTION				
Low (e.g., US LOA 1, EU LOA 0)	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$2,000	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$1000
Medium (e.g., US LOA 2, EU LOA 1)	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$2500
High (e.g., US LOA 3, EU LOA 2)	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$5000
Very High (e.g., US LOA 4, EU LOA 3+)	<input type="checkbox"/> \$100,000	<input type="checkbox"/> \$20,000	<input type="checkbox"/> \$100,000	<input type="checkbox"/> \$10,000

2. Method of Payment and Terms*

Select one option below:

Check attached

Payment will be wired (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#: _____

Participation in the OIX Listing Service is limited to OIX members in good standing. Once accepted, a Trust Framework Listing remains in effect as long as the Applicant's OIX membership remains in good standing. If the Applicant's OIX membership lapses, continuation of the Trust Framework Listing is at the sole discretion of OIX. A revised Trust Framework Listing may be submitted to OIX at any time by Applicant provided Applicant's OIX membership remains in good standing. Once accepted by OIX, a revised Trust Framework Listing will be subject to the OIX Trust Framework Listing Fee Schedule then in effect.

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

3. Member Authorization

Member 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 for the OIX Member listed above. If you are not yet a registered contact, or if your contact information needs to be updated, please email help@openidentityexchange.org for instructions.

4. Trust Framework Name

Trust Framework Name: _____

5. Trust Framework Specification

The specification for the proposed trust framework is:

- Attached as a PDF file
- Attached as a Word file
- Available at the following URL: _____

6. Trust Framework Roles

Select at least one of the checkboxes below to indicate which roles are defined in the trust framework. (you may check more than one):

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

7. Levels of Assurance (LOA)

Indicate the Levels of Assurance defined in the trust framework for which Applicants may be certified:

Level Number	Level Name

8. Levels of Protection (LOP)

Indicate the Levels of Protection defined in the trust framework for which Applicants may be certified:

Level Number	Level Name

9. Technical Profiles

Indicate the Technical Profiles defined in the trust framework for which Applicants may be certified and the persistent URI at which the profile may be located:

Technical Profile	URI Reference

10. Special Assessors

Identify each Special Assessor appointed to qualify other listed assessors for the trust framework*:

* Each name entered MUST match an OIX Member

11. Acknowledgement of Principles of Openness

OIX helps standardize the Trust Framework industry by encouraging the establishment of common technology profiles and legal/policy rule sets (“Tools and Rules”) for different Trust Frameworks serving different markets and jurisdictions worldwide. This standardization is intended increase public confidence in all OIX trust frameworks by making them more understandable, accessible, and accountable.

To further this goal, an initial set of principles for promoting transparency, accountability and open competition of trust frameworks and trust framework providers has been proposed by a group of authors in The Open Identity Trust Framework (OITF) Model white paper

(<http://www.openidentityexchange.org/sites/default/files/the-open-identity-trust-framework-model-2010-03.pdf>). As a trust framework provider implementing the OITF model, these Principles of Openness are being applied by OIX until such time as one or more of them are amended, modified or superseded by the OIX Board. Ongoing development and evolution of the Principles of Openness is a primary deliverable of the OIX Legal Policy Working Group, in which all OIX Members and interested third-party stakeholders are encouraged to participate.

Accordingly, Members listing a Trust Framework in the OIX Listing Service are required to affirm that it addresses the goals of the Principles of Openness based on a self-assessment of conformity. Please review the Principles of Openness as presented in the white paper referenced above, then check ONLY ONE of the two boxes below, and if necessary include a Statement of Limitations as defined below.

Member commits to abide by the Principles of Openness (“Principles”) described in the white paper entitled “Open Identity Trust Frameworks (OITF) Model” available at <http://www.openidentityexchange.org/sites/default/files/the-open-identity-trust-framework-model-2010-03.pdf> and either:

(i) Member acknowledges that: (1) the Trust Framework that is proposed for inclusion in the OIX Listing Service is constructed consistent with the foregoing Principles, and (2) to the extent that the Principles seek to establish requirements for participants in a Trust Framework, the proposed Trust Framework establishes requirements consistent with those set forth in the Principles.

-OR-

(ii) Member commits to seek to abide by the Principles and to make the acknowledgements listed in (i) above, but notes that its commitment and/or acknowledgement is limited (“Limitation”) as described in a separate attachment from the Member (“Statement of Limitations”). Note that each separate Limitation stated by Member must include (1) a reference to the specific Principle of Openness to which the Limitation relates, and (2) an explanation of the reason for the Limitation on the Member’s commitment to abide by each such specific listed principle or to make such acknowledgements.

Member acknowledges that the selection of either box above does not affect Member’s qualification to have their Trust Framework listed in the OIX Listing Service, but that Member’s response, including Member’s Statement of Limitations, will be included in Member’s Trust Framework Listing in the OIX Listing Service.

Signature of Authorized Representative of Listing Member

12. 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

A countersigned copy will be returned once your trust framework specification has been accepted and payment is received by OIX.

ACCEPTED:

OPEN IDENTITY EXCHANGE

By _____

Dated: _____

Its _____