



## US ICAM LOA 1 TRUST FRAMEWORK PARTICIPANT LISTING APPLICATION AND AGREEMENT

This OIX US ICAM LOA 1 Participant 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 Participant 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 Participant 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 Member of OIX associated with the certifications listed on the Listing Information 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, with respect to one or more of its certification categories 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 SECRETARIAT BE LIABLE TO ANY OTHER MEMBER, MEMBERS, ANY CONTRIBUTORS, OIX, OR THE SECRETARIAT 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 of the primary contact 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** (VALID THROUGH 9/30/2010)

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"/> No charge	<input type="checkbox"/> No charge	<input type="checkbox"/> No charge	<input type="checkbox"/> No charge
<b>General Member</b>	<input type="checkbox"/> \$5000	<input type="checkbox"/> \$500	<input type="checkbox"/> \$1000	<input type="checkbox"/> \$500
<b>Professional Service Provider</b>	<input type="checkbox"/> \$5000	<input type="checkbox"/> \$500	<input type="checkbox"/> \$1000	<input type="checkbox"/> \$500

**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)

Send an invoice PO#: \_\_\_\_\_

Participation in the OIX listing service is limited to OIX members in good standing. The term of the listing is one year, expiring on the 365<sup>th</sup> day from the date of acceptance of the listing (the "Listing Renewal Date") provided that the Applicant's OIX Membership remains in good standing. OIX will invoice Participants for the then-current listing renewal fee ninety (90) days prior to the Listing Renewal Date and Member's payment thereof constitutes a renewal of the listing provided all other terms for renewal of the listing are met (for details see the listed Trust Framework). Failure to make a timely listing renewal payment shall be cause for suspension of the listing upon the Listing Renewal Date and termination of the listing 45 calendar days after the Listing Renewal Date ("Listing Renewal Grace Period"). A 10% penalty will be applied for reinstating any suspended listing during the Listing Renewal Grace Period. If a listing is terminated the Applicant must reapply for a new listing at the then-current rates and undergo a new assessment by a Listed Assessor.

\*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 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](mailto:help@openidentityexchange.org) for instructions.

*The following sections of this form must be completed before this Application and Agreement can be accepted by OIX. If you do not yet have this information, you may still submit this Application and Agreement to OIX, but it will remain pending until this information is received.*

#### **4. Trust Framework Role**

Select the checkboxes below to indicate which roles you are applying to be listed for as defined in the trust framework (you must choose at least one and may check more than one):

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

#### **5. Technical Profiles**

Indicate the Technical Profile(s) that you are applying to be listed for (you must check at least one and may check more than one):

- OpenID 2.0
- IMI 1.0

#### **6. Assessor**

Indicate the OIX Listed Assessor that will verify your certification\*

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\* The name entered MUST match a Listed Assessor for this trust framework, EXCEPT if a Role selected above is Assessor, THEN the name entered MUST match a Special Assessor for this trust framework

**7. Acceptance**

The first step in the Participant Listing process is to submit this completed form 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)

You may include payment or request an invoice per the instructions in Section 2 above. The second step is to successfully complete an assessment by the Listed Assessor named in Section 6 above. The final step is to notify OIX of the successful assessment and ensure that payment of the Participant Listing Fee has been received. **NO LISTING WILL BE ACCEPTED UNTIL PAYMENT HAS BEEN RECEIVED BY OIX.**

A countersigned copy of this Application and Agreement will be returned once all steps have been completed.

ACCEPTED:

OPEN IDENTITY EXCHANGE

By \_\_\_\_\_

Dated: \_\_\_\_\_

Its \_\_\_\_\_