

# Member Agreement and Application

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This OASIS Application and Agreement (the "Agreement"), when signed by the applicant and accepted by OASIS Open ("OASIS"), constitutes a binding contract between OASIS and the individual or entity executing the signature page of this Agreement (the "Member"). Membership rights, privileges and obligations commence when the Agreement is signed by both parties (the "Effective Date").

## 1. Membership

- 1.1. Membership Information.** The information in Schedule B may be amended at any time in the official membership records of OASIS by the Primary Contact designated on Schedule B without amending this Agreement. A Member may change its membership category on its renewal date or at any other time upon notice to OASIS and payment of a prorated fee for the balance of its then-current membership year, in the event of an upgrade to its membership category. No refund will be made in the event that a Member gives notice that it wishes to downgrade its membership category.
- 1.2. Qualifications.** The Member represents that it meets the qualifications of the membership category selected in Schedule A (as described at <https://www.oasis-open.org/join/categories-dues> ) as of the Effective Date. The Member agrees to notify OASIS if, during the term of its membership, it ceases to meet those qualifications.

## 2. Compliance and Obligations

- 2.1. Bylaws.** The Member agrees to abide by the terms of the Bylaws of OASIS, as they appear at <http://www.oasis-open.org/who/bylaws/index.php> (the "Bylaws") as of the Effective Date, and as the same may from time to time be amended pursuant to Section 2.4 of this Agreement by the Board of Directors of OASIS (the "Board") in the future and distributed to the Membership.
- 2.2. Intellectual Property Rights ("IPR") Policy and Other Policies.** The Member agrees to abide by the terms of (a) the IPR Policy of OASIS as it appears at <http://www.oasis-open.org/who/intellectualproperty.php> as of the Effective Date or as amended thereafter pursuant to Section 2.4 of this Agreement, and (b) any other policies developed by the Board in accordance with the Bylaws ("Policies") applicable to members as they appear at <http://www.oasis-open.org/who/boardpolicies.php> as of the Effective Date or as amended thereafter pursuant to Section 2.4 of this Agreement. The Member acknowledges that some of its obligations under the IPR Policy may survive the termination of this Agreement and its membership in OASIS, as more fully described in such IPR Policy. OASIS acknowledges that the Member is not obligated to announce or market any product or service, or to implement any OASIS specification.
- 2.3. Conformance with Antitrust Laws.** It is the express policy of OASIS to require that all of its activities be conducted strictly in accordance with all applicable law including antitrust laws. It is extremely important that all members of OASIS be aware of the types of activities prohibited by antitrust laws. If members have any specific questions relating to antitrust compliance, they should seek advice from their own legal counsel.
- 2.4. Amendments to Policies.** The Board may amend its Policies including the Bylaws or adopt additional Policies at any time, and the Member agrees to abide by the terms thereof; provided, however, that (a) any such new amendment or Policy that would materially and potentially adversely affect Members' rights and obligations as regards any OASIS Policy or its Bylaws shall not bind the Member in less than thirty (30) calendar days from the date that Notice of such action is given to the Member in the manner set forth in Section 5 of this Agreement, and (b) no such amendment or new Policy shall have any retroactive effect. In the event that the Member does not wish to be bound by any such amendment or new Policy, it may terminate its membership as provided in the Bylaws prior to the effective date thereof.
- 2.5. Dues.** The Member agrees to make timely payment of the dues for its category of membership. In the event of nonpayment of dues, the Member's membership rights may be terminated as provided in the Bylaws.

### **3. Term and Termination**

This Agreement shall continue in effect until such time as the Member's membership in OASIS is terminated by the Member (voluntarily) or OASIS (for nonpayment or for cause) in accordance with the Bylaws. Unless otherwise explicitly provided in the Bylaws, in the event of any termination of the Member's membership, any dues that are then due and owing shall remain payable, and no refund shall be made of any dues then paid.

### **4. No Other Licenses**

OASIS and the Member each acknowledge and agree that, except for the rights expressly provided by this Agreement, the IPR Policy or any other agreement to which OASIS and the Member are parties, neither OASIS nor the Member grants or receives, by implication, estoppel, or otherwise, any rights under any patents or other intellectual property rights by reason of the Member's execution of this Agreement or membership in OASIS.

### **5. Notices**

Except to the extent otherwise explicitly required or permitted by the Bylaws or an OASIS Policy, all notices under this Agreement ("Notices") shall be delivered personally (by reputable international courier) or sent by mail or electronic mail, and (as appropriate) shall be sent to OASIS at its address of record <http://www.oasis-open.org/who/contactus.php> or to the Member at the address of its Official Notice Contact as it appears in the official membership records of OASIS, which shall initially be as set forth on Schedule B, and shall be deemed given when sent. OASIS 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. Assignment**

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other, except in the case of a 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, provided that the surviving entity must agree to the terms of this Agreement.

### **7. No Warranties**

OASIS and Member each acknowledges that all information provided while working within OASIS, except as provided for in the IPR Policy, is provided "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND OASIS AND MEMBER EACH EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

### **8. Effectiveness and Interpretation of Agreement**

This Agreement and any Policies of OASIS (such as the OASIS IPR Policy) shall be construed under and governed by the laws of the Commonwealth of Massachusetts, USA, without reference to conflict-of-laws principles. This Agreement, including all attachments, sets forth the entire understanding of OASIS and Member and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by authorized representatives of OASIS and Member, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument. In the case of any conflict between the terms of this Agreement and the terms of the Bylaws or any OASIS Policy, the Bylaws or such Policy shall supersede the terms of this Agreement.

## 9. Signatures; Affiliates

- 9.1. Effect of Signatures.** Each party signing this Agreement intends that it shall take effect as an instrument under seal. If the Member is not a natural person, the individual signing this Agreement for the Member represents and warrants that he or she has the authority to enter into this Agreement on behalf of the Member.
- 9.2. Affiliates.** The Member represents and warrants that either (a) it has the authority to enter into this Agreement on behalf of all of its Necessary Affiliates; or (b) it has no Affiliates; or (c) each of its Necessary Affiliates has executed and delivered to OASIS a countersignature to this Agreement, indicating that it consents to this Agreement, and agrees to enforce this Agreement's terms as to any of its Affiliated Intellectual Property, including such terms as may properly be changed by OASIS by notice to the Member under this Agreement.
- 9.3. Definitions.** As used herein: "Affiliate" means any entity that Controls, is Controlled by, or is under common Control with, another entity, so long as such control exists. In the event that such Control ceases to exist, such Affiliate will be deemed to have withdrawn from OASIS pursuant to the terms set forth in the withdrawal provisions in Section 11 of the IPR Policy. "Control" means, for a business entity, direct or indirect beneficial ownership of or the right to exercise (i) greater than fifty percent (50%) of the voting stock or equity of that entity, or (ii) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for that entity in the event that there is no voting stock or equity. "Necessary Affiliate" means, for a Member, every Affiliate of the Member that owns any Affiliated Intellectual Property. "Affiliated Intellectual Property" means, for a Member, any intellectual property owned by a Member's Affiliate and used by the Member in its contributions or participation as an OASIS member.

# OASIS Member Agreement and Application

All OASIS Members equally commit to the terms of the Membership Agreement (as approved Jan 2005) without revisions.

OASIS offers Individual membership to self-employed and unemployed persons and to employed persons on limited terms. Note: For the purposes of this Agreement, 'Member' designates the person or entity authorized to commit the Participant's Intellectual Property; however employers do not receive public visibility or benefits of OASIS membership by virtue of this document. To receive these benefits, it is necessary to join at one of the organizational membership levels offered by OASIS.

Member Name

Participant Name

Authorized by:

Signature:

Date:

*A countersigned copy of this Agreement will be provided after your membership is processed*

Organization for the Advancement of Structured Information Standards (OASIS)

Authorized by:

Signature:

Date:

## Member Contact Information (Schedule B)

Email Address

Street Address

State/Province

City

Zip/Postal Code

Country

## Individual Membership Level (Schedule A)

*Choose the level applicable to your employment status.*

- Full-time employee of company, government agency, or organization which has no other employees participating in OASIS \$1,485
- Self-employed or unemployed person who retains authority over his/her Intellectual Property \$360

## Dues Payment

Annual dues for Individuals must be paid prior to membership activation.

After submitting this application, you will receive a link to your online invoice, along with a final copy of your Membership Agreement, countersigned by OASIS.

Your dues may be paid by credit card or check. Full instructions for payment will accompany your invoice.

If you would like your invoice to reference a Purchase Order or other authorization code, please enter it here:

When your payment has been processed, you will receive an activation email with information on how to join OASIS Technical Committees.

## Technical Committee Participation

Which Technical Committee(s) do you plan to participate in at OASIS? (Optional)

Submit this form online or print, scan and email to [member-services@oasis-open.org](mailto:member-services@oasis-open.org) or fax to +1 781-425-5072.