

**Avnu ALLIANCE
Participation Agreement**

PARTICIPANT CLASSIFICATION:

ANNUAL PARTICIPATION FEE*:

**ACADEMIC ORGANIZATION/RESEARCH
INSTITUTE/GOVERNMENT RESEARCH
CENTER**

\$2,000.00

By the signature of its authorized representative below, Applicant, agrees to be bound by the terms hereof, as well as the terms and conditions stated in the Certificate of Incorporation, Bylaws, and Intellectual Property Rights Policy (“Organizational Documents”) of the Avnu Alliance, as may be amended from time to time, and as may apply to the Promoter Participants or Promoters as such terms are defined in the Bylaws to the same extent as if they were a Promoter Participant Promoter (or as otherwise described herein). Copies of the Avnu Alliance Organizational Documents are available for review at the Avnu Alliance website. Applicant is encouraged to review these materials prior to the execution of this Agreement. No Participation Agreement is binding on the Avnu Alliance unless accompanied by the initial participation fee as noted above. Participation in Avnu Alliance is generally open to any entity that is supportive of Avnu Alliance’s purpose as stated in the Bylaws, which has executed the Participation Agreement, and paid the appropriate fee. Any non-profit or government entity that meets any of the following requirements listed below (A, B, C or D) may apply for Participation as an Academic Organization/Research Institute/Government Research Center Participant: A) organized and operated under the laws and regulations of its domicile jurisdiction exclusively as an educational entity; or B) organized and operated under the laws and regulations of its domicile jurisdiction exclusively as a research and development center funded by government or the public to conduct research; or C) organized and operated under the laws and regulations of its domicile jurisdiction as both an educational entity and as a research and development center funded by government or the public to conduct research; or D) organized or chartered as a government research center funded by government for the purpose of conducting or engaging in research, or is an agency of a government operating as a research center or conducting research programs. Notwithstanding the above, no entity may be accepted as a Participant if it would be a violation of applicable law to admit them as a Participant. By signing below, the individual executing this Agreement on behalf of Applicant warrants that he or she has all requisite signing authority for and on behalf of the entity seeking entry, and knows of no applicable law (including any regulation or order) that would be violated if Applicant became a Participant.

Students and professors affiliated with the Academic Organization/Research Institute/Government Research Center Participant may only contribute to an Avnu Alliance Work Group if they have executed the Contributor Agreement attached hereto as Exhibit A. Employees of a government research center that is an Academic Organization/Research Institute/Government Research Center Participant may participate in an Avnu Alliance Work Group, provided that the Board of Directors approves participation of such employees if it is determined to be in the best interest of Avnu Alliance. Contributions from employees of a government research center that is an Academic Organization/Research Institute/Government Research Center Participant may be accepted if a separate agreement exist between the government research center and Avnu Alliance. Students and professors affiliated with the Academic Organization/Research Institute/Government Research Center Participant may only participate in Plugfests hosted by Avnu Alliance if they have executed the Plugfest Event Confidentiality Agreement attached hereto as Exhibit B. Other than described above, the Academic Organization/Research Institute/Government Research Center Participant shall have no rights to participate in the Work Group or Plugfest activities of Avnu Alliance. Academic Organization/Research Institute/Government Research Center Participant is not eligible to submit nominations for election to the Board of Directors of Avnu and its representatives shall not be permitted to serve on the Board of Directors. Academic Organization/Research Institute/Government Research Center Participant shall not have the right to be listed as a Promoter. Academic Organization/Research Institute/Government Research Center Participant’s right to participate in Work Groups is limited to participation by students and professors affiliated with an academic organization or research institute that is an Academic Organization/Research Institute/Government Research Center Participant, or participation by an employee of a

government research center that is an Academic Organization/Research Institute/Government Research Center Participant exclusively in the manner described above and will not have voting rights in the Work Groups. Students and professors affiliated with academic organizations and research institutes that are Academic Organization/Research Institute/Government Research Center Participants shall be eligible to chair a Work Group. Academic Organization/Research Institute/Government Research Center Participant shall not be permitted to submit products for certification or use the Avnu trademarks in connection with products or the Avnu certification program.

The term of participation shall be on a year-to-year basis, expiring on the 365th day from the date of acceptance of this application. The Avnu Alliance will invoice the then-current renewal fee to Participant ninety (90) days prior to the expiration of the pending term and Participant’s payment thereof and delivery of proof of participation shall constitute a request to renew participation as a Participant; and following Avnu Alliance’s acceptance of proof of participation Participant’s term shall be renewed. Avnu Alliance will supply a form to provide proof of participation in the Work Group activities of Avnu Alliance as well as guidance on the required level of participation during the term required for renewal. Failure to make a timely renewal payment shall be cause for suspension and termination of this Agreement and all Participant benefits. The undersigned agrees that once accepted, all participation fees are nonrefundable for any reason, including termination of this Agreement. There is no duty to renew this Participation Agreement and renewal may only be accomplished as set forth above. Any claim or dispute arising under or relating to this Avnu Alliance Participation Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws. For Government Research Centers Only: Avnu Alliance acknowledges that if it accepts an application for participation from a government research center and enters into this Agreement then Avnu Alliance will be obligated to follow all applicable laws and other government requirements as may be applicable or required when entering into this type of arrangement with the government research center that is a party to this Agreement.

Institution Name: _____	Date: _____
Contact Name: _____	
(Name/Title)	
Institution Address: _____	

Telephone Number: _____	Fax Number: _____
(Please Include Country Code where appropriate)	
Email Address: _____	Web Page URL: _____
Signature: _____	Date: _____
Name/Title: _____	_____

*Payments may be made by check or wire transfer payable to the order of the “Avnu Alliance.”

Alternate Contact Name: _____ **Phone Number:** _____

Email Address: _____ **Fax Number:** _____

Marketing Contact Name: _____ **Phone Number:** _____

Email Address: _____ **Fax Number:** _____

Please briefly describe your academic organization or research institution.

Acceptance:

This Participation Agreement is accepted as of this _____ day of _____, 202__.

Avnu Alliance
A Delaware Nonprofit Corporation

By: _____
Name: _____
Its: _____

Mail payment along with this completed form to:

**Avnu Alliance
3855 SW 153rd Dr.
Beaverton, OR 97003
Attn: Executive Director**

EXHIBIT A

CONTRIBUTOR AGREEMENT (FOR ACADEMIC ORGANIZATION/RESEARCH INSTITUTE ONLY)

Thank you for your interest in participating in a work group of the Avnu Alliance, Inc., a Delaware nonprofit mutual benefit corporation ("Avnu"). In order to clarify the intellectual property license granted with Specification Contributions and related materials from any person or entity, Avnu must have a Contributor Agreement ("Agreement") on file that has been signed by Contributor, indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of Avnu and its users; it does not change your rights to use your own Contributions for any other purpose.

This Agreement allows the undersigned student or professor of an academic organization or research institute that is an Academic Organization/Research Institute/Government Research Center Participant ("Participant") to submit Contributions to Avnu and sets forth the terms under which the undersigned student or professor grants copyright and patent licenses thereto (or in the event the student or professor is acting on behalf of their Participant this Agreement clarifies the terms under which the Contributions are made on behalf of the Participant).

Please complete and sign, then scan and email a PDF file of this signed Agreement to admin@avnu.org. You may mail an original signed Agreement to Avnu Alliance, 3855 SW 153rd Drive, Beaverton, Oregon 97003.

Please read this document carefully before signing and keep a copy for your records.

Name of Academic Organization/Research Institute: _____

Institution address: _____

You, as a Contributor, accept and agree to the following terms and conditions for Your present and future Contributions submitted to Avnu. Avnu will not use Your Contributions in a way that is inconsistent with either; (i) the applicable Avnu Work Group procedures in effect at the time of the Contribution, or (ii) this Agreement. Except for the license granted herein to Avnu and recipients of Draft Specifications or Final Specifications distributed by Avnu, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions.

"You" (or "Your") shall mean the copyright owner that is making the license grants to Avnu under this Agreement.

"Contribution" shall mean the written information submitted to Avnu for the purpose of consideration and adoption by Avnu for inclusion in a Draft Specification or in related Avnu material, such as reference documentation including but not limited to test plans and white papers. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Avnu or its representatives.

"Compliant Portion" means only those specific portions of products (hardware, software or combinations thereof) that: (i) implement and are compliant with all relevant portions of a Final Specification, and (ii) are within the bounds of the Scope.

"Draft Specification" means a document in development or under consideration for adoption as a Final Specification that has not been adopted or approved by Avnu in accordance with its IPR Policy.

“Final Specification” means a document that has been adopted and approved for release by Avnu in accordance with its IPR Policy.

“Necessary Claims” means those claims of all patents and published patent applications, other than design patents and design registrations, throughout the world which a Participant has the right, any time during the existence of Avnu, to grant licenses of the nature agreed to be granted herein without such grant resulting in payment of royalties or other consideration to third parties (except for payments to employees), which claims are necessarily infringed by compliance with the express terms of a Final Specification adopted and approved for release by Avnu and which are within the bounds of the Scope, where such infringement could not have been avoided by another commercially reasonable noninfringing implementation of such Final Specification. Necessary Claims do not include any claims other than those set forth above even if contained in the same patent as Necessary Claims.

“Participant” means an entity that has executed an applicable Avnu Participation Agreement and has not withdrawn its membership.

“Scope” means those protocols, electrical signaling characteristics, register models, communication and network interface protocols, application program interfaces, service provider interfaces, physical dimensions and characteristics, and/or data structures solely to the extent disclosed with particularity in the Final Specification where the primary purpose of such disclosure is to enable products to interoperate, interconnect, or communicate as defined within the Final Specification. Notwithstanding the foregoing, the Scope shall not include: (i) any technology that may be necessary to develop, design, manufacture, sell or use any product or portion thereof that complies with the Final Specification but is not expressly set forth in Final Specification (examples of such technologies include without limitation semiconductor manufacturing technology, compiler technology, object oriented technology, operating system technology); or (ii) the implementation or use of other published specifications developed elsewhere but referred to in the body of the Final Specification; or (iii) portion of any product or any combination of products (or portions of products) that are not required for compliance with the Final Specification. The Scope shall include only architectural and interconnection requirements of the Final Specification and shall not include any implementation examples contained in the Final Specification unless the Final Specification expressly states that such implementation examples are to be included within the Scope of the limited patent license.

2. Intellectual Property Licenses and Related Terms.

2.1 Copyright License. Each Contributor grants to Avnu a worldwide, irrevocable, nonexclusive, nontransferable, perpetual, royalty free copyright license to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform the Contributions of the Contributor solely for the purposes of developing, publishing and distributing Final Specifications and related materials.

2.2 Patent License Grant. When the Contributor makes a Contribution to a Final Specification of the Corporation, including revisions thereto, or when the Corporation adopts and approves for release a Final Specification, the Contributor, hereby agree to grant to the Participants and their Affiliates (as defined in the Avnu Bylaws) under reasonable terms and conditions that are demonstrably free of any unfair discrimination, a nonexclusive, nontransferable, non sub-licensable, irrevocable (except upon breach by licensee), worldwide license (with or without compensation at the Participant and its Affiliates’ option) under its Necessary Claims to allow such Participants to make, have made, use, import, offer to sell, lease, sell and otherwise distribute Compliant Portions, provided that such agreement to license shall not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion.

2.3 No Withdrawal. Contributions, once accepted by Avnu, may not be withdrawn.

2.4 Legal Title and Authority. Contributor represents that they are legally entitled to grant the above license. If the individual manifesting assent to this agreement is engaged with Avnu in connection with activities

that are within the scope of their employment or otherwise within the scope of an agency relationship, then their employer or principal is the Contributor, and the individual represents and warrants that they are authorized by their employer or principal to bind the employer or principal to all of these terms, unless such employer or principal has executed an agreement with Avnu to be bound by intellectual property terms with respect to the contributions submitted on its behalf by its professors and students, in which case such terms will take precedent if they conflict with the terms herein. If an individual is engaged on their own individual behalf, then the Contributor is the individual. Such individuals must not use corporate or organizational email addresses or similar indicia that could communicate affiliation with a legal entity.

2.5 Moral Rights. If moral rights apply to a Contribution, to the maximum extent permitted by law, Contributor and its representatives waive and agree not to assert such moral rights against Avnu, our successors in interest, or any of our licensees, either direct or indirect.

2.6 Original Creation. Contributor represents that each of their Contributions is their original creation or, alternatively, that their Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which Contributor is aware and which are associated with any part of their Contributions.

2.7 Required Notifications. It is Your responsibility to notify Avnu of any facts or circumstances that You become aware of that would make these representations inaccurate in any respect.

Please sign: _____ Date: _____

Name: _____ Title: _____

Institution Name: _____

EXHIBIT B

AVNU ALLIANCE

Plugfest Event Confidentiality Agreement

As part of its activities, Avnu Alliance (“**Avnu**”) periodically hosts “plugfests” for its Participants (as defined in the Bylaws of Avnu) in which Avnu and/or its vendors create a multi-Participant networked environment that allows them to evaluate the compatibility of their products with the products of other Participants and to improve the overall conformance and interoperability of those products. To further this objective, it is necessary that all testing occur in a cooperative setting that allows all Participants to candidly evaluate any interoperability problems that may exist. This agreement (the “**Agreement**”) provides for the confidential and proprietary treatment of the information by each student or professor affiliated with an Academic Organization/Research Institute Participant (the “**Affiliated Individual**”) may receive from other Participants during the test process.

As a condition of participating in each plugfest event that Avnu hosts during the term of this Agreement (the “**Event**”), the Affiliated Individual hereby agrees that any information about the performance or compatibility of the products of each other Participant at the Event is that Participant’s confidential and proprietary property. Affiliated Individual agrees that it will not disclose this proprietary information or report any problems encountered by Participants with the testing of their products during the Event to any third party who is not a Participant at the Event and then only to those Participants who have a need to know for purposes of candid evaluation of interoperability issues. Affiliated Individual’s nondisclosure obligation will continue for a period of one (1) year after the last day of the Event. Affiliated Individual shall have no obligation to maintain as confidential any information that (a) now or hereafter becomes generally known or available to the public through no fault of the Affiliated Individual (b) is knowingly furnished to others by Affiliated Individual without restrictions on disclosure, (c) is received from a third party who is not under a contractual obligation to treat the information as confidential, or (d) is independently developed by Affiliated Individual without access to the information obtained by Affiliated Individual at the Event.

Affiliated Individual may use the information and products to which it receives access during the Event for the sole purpose of participating in the group conformance and interoperability testing that is taking place at the Event and for no other purpose. Without limitation, Affiliated Individual shall not seek through its access to the other Participants’ products at the Event to obtain confidential or proprietary information concerning those products (except for such information, if any, that may be obvious from the operation of those products in their intended manner at the Event) and shall use such proprietary information as it may obtain for the sole purpose of improving the interoperability and conformance of its own products. Affiliated Individual shall not remove any Participant’s product or any portion thereof, including, without limitation, any software scripts, software code, or software images from the Event without such Participant’s express written permission.

Affiliated Individual’s obligations under this Agreement shall commence upon its execution and shall continue until either Affiliated Individual or Avnu terminates it by delivering written notice to the other party. Affiliated Individual agrees that it shall not attend any other plugfest event hosted by Avnu after the termination of this Agreement without executing a confidentiality agreement for that event in a form that is satisfactory to Avnu. In the absence of such agreement or a written consent by Avnu, Affiliated Individual shall be deemed by its attendance at any such post- termination event to have agreed to the terms and conditions of this Agreement with respect to that event. Affiliated Individual’s post-termination obligations under this paragraph shall survive the termination of this Agreement indefinitely.

Affiliated Individual’s confidentiality obligation hereunder with respect to each Event shall survive the termination of this Agreement for the period that is applicable to that Event, as stated above.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as applied to agreements entered into and fully performed therein by residents thereof. It may only be modified or amended through a writing that is signed by Affiliated Individual and Avnu. No waiver shall be effective unless in writing and a written waiver shall be effective only with respect to the specific matter for which it was granted and no other.

Date: _____

Affiliated Individual Name: _____

Signature: _____

Print Name and Title: _____