

MEMBERSHIP AGREEMENT

("Agreement")

between

Verein zur Förderung quelloffener Versicherungssoftware und Etablierung offener Schnittstellenstandards in der Versicherungsbranche (Association for the promotion of open-source insurance software and for the establishment of open interface standards in the insurance industry)

Hietzinger Kai 101-105

1130 Wien

AUSTRIA

("Association")

and

[Company]

[Street]

[City]

[Country]

("Member")

(each a "Party", together the "Parties").

1. Preamble

- 1.1. The Association is a non-profit association established under the laws of Austria and founded for the promotion of open-source insurance software and for the establishment of open interface standards in the insurance industry. The Association will run one or more open source projects now or in the future. *[Marketing language to be added]*.
- 1.2. Member is *[please add description of the company in about 2 or 3 sentences about activity, size, etc to facilitate understanding]*.

- 1.3. The objective of the present Agreement is to govern the rights and obligations of Member in the Association.

2. Subject Matter

- 2.1. By conclusion of this Agreement Member shall become a member of the Association.
- 2.2. Depending on the membership status, Member shall be entitled to certain rights and obligations under this Agreement, so as to pursue the promotion of open-source insurance software and the establishment of open interface standards in the insurance industry.
- 2.3. The Member shall be bound by the statutes of the Association and is entitled to and has to comply with the rights and obligations set out therein. The current statutes are enclosed as Annex .1. The Association does, however, reserve the right to change the statutes at any time in its own sole discretion based on the applicable provisions. In such case the Association shall provide Member with a copy of a current version of the document which shall in any case automatically apply upon its resolution by the Association.

3. Membership

- 3.1. The Member joins the Association as an ordinary member with Basic/Advanced/Premium status.

- 3.2. Basic/Advanced/Premium status involves the following special rights:

Premium: The Member shall be eligible to one full seat in the Executive Project Committee and is thus directly involved in the governance, steering and decision making of the project, including the overall strategy. Multiple Members of a group of company (directly or indirectly connected) shall only be granted one seat (no aggregation). The number of Premium members is limited to 5.

Advanced: The Member as well as all other Advanced members are entitled to one total seat in the Executive Project Committee. The Member may thus, along with and in coordination with the other Advanced Members, take influence in the governance, steering and decision making of the project.

Basic: The Member is not entitled to take part or attend the Executive Project Committee meetings or vote there. While Member is fully entitled to make contributions etc, it may, however, not take direct influence in the governance, steering and decision making of the project.

- 3.3. From each group of companies, only one entity may hold a seat as Premium Member in the Executive Project Committee. By conclusion of this Agreement, the Member guarantees that it will coordinate with other entities of its group who will take the seat and coordinate internally as to the exercise of their rights under this Agreement. In case of violation of this guarantee, the Members concerned will be suspended from its voting rights until the Members declared who will take the seat in the Executive Project Committee.

4. Contributions

- 4.1. The Member may make, in its sole discretion, contributions to the project. While the number of contributions is not limited in any way, the Member shall aim to submit a reasonable number in a regular manner so as to increase chances of acceptance pursuant to pt 4.3. For the avoidance of doubt, all contributions are provided at no charge and royalty-free.
- 4.2. Any contribution requires upfront acceptance of the then applicable license grant document by the submitting Member. The current document is enclosed as Annex ./2. The Association does, however, reserve the right to change this document in its own sole discretion at any time. In case of an amendment, Association will inform Member reasonably in advance. The updated document will then apply to any future contributions.
- 4.3. The Association may in its sole discretion decide whether to accept contributions by the member and incorporate them in the official version or not. The Member has no right that any contribution is accepted.

5. Intellectual Property Rights and Quality standards

- 5.1. The Association has set in place an IP Policy (the current document is enclosed as Annex ./3) and Requirements for the Quality of Contributions (the current document is enclosed as Annex ./4), which shall be binding to all its members, including Member. Member guarantees and warrants to comply with the IP Policy and the Requirements for the Quality of Contributions at all times.
- 5.2. The Association reserves the right to change the IP Policy or the Requirements for the Quality of Contributions document in its own sole discretion at any time. In case of an amendment, Association will inform Member reasonably in advance. The Member may object to such amendment within seven days in writing, in which case its membership will expire at the end of the corresponding calendar year. Should the Member object, then Association may also terminate the Agreement with the Member for good cause with immediate effect; in this case Association will refund any paid membership fees for the period during which Member is not actually a member any more.

6. In kind contribution

- 6.1. Non-regarding its payment obligations regarding the agreed membership fee, Members may also provide the Association with in-kind contributions, such as allocation of personnel or provision of other resources (hardware etc). Such arrangement is subject to a separate agreement to be concluded by such member and the Association.

7. Project Governance

- 7.1. The Project Governance is described in Annex ./5.

8. Fees

- 8.1. The Member shall pay Association a membership fee as set out in Annex /6.
- 8.2. Association will invoice all membership fees within 14 days after conclusion of the contract and then at the end of each calendar year. If the Agreement is concluded during the year, the membership fee for the first year will apply proportionally calculated on a monthly basis. Member shall pay the invoices for the membership fee within 14 days after receipt of the invoice.
- 8.3. Association may change the amount of fees in its own reasonable discretion for the future. In case the Member objects to a new schedule of fees within 14 days after notification by Association, the Agreement shall expire after the end of the current period for which the Member has already paid its fees.

9. Term of the Agreement

- 9.1. This Agreement is concluded for an indefinite period of time from [*its conclusion/the effective date of [add effective date]*].
- 9.2. The Agreement may be terminated in writing by either Party at the end of each calendar year by observing a notice period of [*6 months*].
- 9.3. Association may terminate the agreement for good cause with immediate effect in the following or similar cases:
 - 9.3.1. Repeated violations of the Agreement;
 - 9.3.2. Violation of an essential provision of this Framework Agreement by the Member and failure to remedy such violation within a reasonable time period given by the Association, but in any case no more than 14 days. No remedy period shall be granted if such violation cannot be remedied or the granting of a grace period is unreasonable taking into account the type or severity of the violation;
 - 9.3.3. If Member, despite having been given notice in writing and a grace period of at least 14 days, is in default with any of its payment obligations, particularly the membership fee or the license fee, by more than two months;
 - 9.3.4. Infringement of third party IP rights by contributions of Members;
 - 9.3.5. Violation of the Association's statutes or IP Policy by Member;
 - 9.3.6. Objection to a change of the IP Policy document subject to Pt 5.2.

10. Confidentiality

- 10.1. The Parties undertake to keep strictly confidential from third parties all information relating to this Agreement and confidential information or business secrets disclosed to the other Party under this Agreement, including any confidential information or business secrets disclosed by other members of the Association. This shall not apply to disclosure which is required by applicable law or necessary in the course of legal defence. This pt 10 shall survive termination of this Agreement.

11. Contacts

11.1. The Member appoints the following contact persons. Member will notify Association about any updates to these persons without undue delay:

11.1.1. Representative (Main Point of Contact):

[*Name to be added*]
[*Email address to be added*]
[*Telephone number to be added*]

11.1.2. Billing Contact:

[*Name to be added*]
[*Email address to be added*]
[*Telephone number to be added*]

11.1.3. Legal Contact:

[*Name to be added*]
[*Email address to be added*]
[*Telephone number to be added*]

11.1.4. Technical Contact:

[*Name to be added*]
[*Email address to be added*]
[*Telephone number to be added*]

12. Governing law, place of jurisdiction

12.1. This Agreement shall be governed by Austrian substantive law, under the exclusion of its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods.

12.2. Subject to the dispute resolution process regulated in the statutes of the Association, any and all disputes arising between the Association and a member with its seat in the European Economic Area out of or in connection with this Agreement including disputes relating to its validity, breach, termination or nullity shall be subject to the exclusive jurisdiction of the courts of 1010 Vienna. All disputes arising between the Association and a member with its seat outside the European Economic Area out of or in connection with this Agreement, including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with the said Rules, one arbitrator nominated by the claimant, one arbitrator nominated by the respondent, and one arbitrator nominated by the two Party-nominated arbitrators. The place of arbitration shall be Vienna, Austria. The language of the arbitral proceedings shall be English.

13. Final provisions

- 13.1. The Association may use the name and trademarks of its Members for publicity purposes, particularly on its website.
- 13.2. Member may neither transfer the whole Agreement nor single rights or obligations to a third party.
- 13.3. No supplementary oral agreements have been made by the Parties.
- 13.4. This Agreement may only be amended or modified by a written document signed by both Parties hereto; the foregoing shall also apply to any waiver of this requirement.
- 13.5. In the event that any terms of this Agreement should be or become void, invalid or unenforceable, the validity, legal effect or enforceability of the remaining provisions hereof shall not be affected thereby. The void, invalid or unenforceable provision shall be construed, supplemented or replaced such that the commercial purpose intended by the void, invalid or unenforceable term is achieved in the best possible manner. The foregoing shall also apply to any contractual gaps.

Annex ./1: Statutes of the Association

Annex ./2: License Grant

Annex ./3: IP Policy

Annex ./4: Requirements for the Quality of Contributions

Annex ./5: Project Governance

Annex ./6: Membership Fees

date, place

date, place

**Verein zur Förderung quelloffener
Versicherungssoftware und
Etablierung offener
Schnittstellenstandards in der
Versicherungsbranche (Association
for the promotion of open-source
insurance software and for the
establishment of open interface
standards in the insurance
industry)**

[Member]

Annex ./1 - Statutes of the Association

[to be added]

Annex ./2 – License Grant

The Member agrees that all contributions to the Association are subject to the following terms. This document needs to be signed and submitted with any contribution:

1. Scope of Rights granted

- 1.1. The Member hereby grants to the Association the royalty-free, irrevocable and non-exclusive right to use all contributions by any currently known and any future forms of exploitation without any limitations as to time, scope or territory, and particularly grants the right to reproduce and distribute it, to rent and lend it, to broadcast and communicate it to the public by wire or wireless means, to publicly recite, perform and present it, to make it available and to transfer and sublicense any such rights to the contribution against consideration or royalty-free to any third parties who may use the contribution to the same extent. The Association may further itself or through third parties make adaptations, arrangements and other alterations of the contributions and may exploit such adaptations, arrangements or alterations to the same extent and may also grant third parties rights to the same extent.

2. Apache 2.0

- 2.1. The Association currently plans to license the open source software, which may contain the Member's contribution, on basis of the Apache 2.0 license. The Member explicitly acknowledges this fact and guarantees and warrants that the contribution is eligible to be published under the Apache 2.0 license. The Association does, however, reserve the right to change the applicable license at any time in its own, sole discretion.

3. Moral rights

- 3.1. The Member waives its and all its employees' or sub-providers' (and all other third parties who may claim authorship) rights to be named as an author of the contribution to the extent legally permissible. The Member shall obtain the written confirmation from its employees, sub-providers or other third parties who may claim authorship and disclose such confirmations without undue delay upon the Association's request. The Association will in its own discretion decide whether and in which way authors will be named or published.

4. Indemnity

- 4.1. The Member hereby guarantees and warrants that it is entitled to grant the rights to the contribution according to pt 1 to pt 3 of this License Grant document and that the contribution is free of any third party rights (including intellectual property rights). In the event that any contribution infringes any third party rights (including the rights of the Member, its employees or sub-providers or any third party rights), the Member shall indemnify and hold the Association and the Association's members harmless, including reasonable attorney fees.

- 4.2. The Member shall inform the Association without undue delay about any legal claims raised by third parties as to the alleged infringement of such third party's rights by the contribution. The Member shall assist the Association to a reasonable extent in its defense against such third party claims.
- 4.3. Subject to the provisions above, and unless required by applicable law or agreed to in writing, Member provides the contribution on an "as is" basis, without warranties of any kind.

5. Applicable law

- 5.1. This license grant document shall be governed by Austrian substantive law, under the exclusion of its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods.

Contribution submitted: _____ (please specify)

date, place

[Member]

Annex ./3 – IP Policy

The Association operates under the following IP Policy. To facilitate the project and to promote its objectives, all members shall fully comply with this IP Policy.

1. Contributions

- 1.1. Members may contribute to the project at their own discretion. The Association will in its own discretion review any such contributions, conduct due diligence checks and will then decide whether such contribution shall be used in the further course of the project.
- 1.2. All accepted contributions will be published under the Apache 2.0 license terms. The contributing Member explicitly acknowledges the rights grant involved by the publication and guarantees and warrants that the contribution is eligible to be published under the Apache 2.0 license.

2. Copyrights

- 2.1. Along with the contribution, a contributing Member shall provide the Association with the license grant document signed by authorized representatives of its organization. Without provision of such document, the Association will not accept nor review any submitted contributions.
- 2.2. Deviations from the license grant document require prior express written permission by the Association. Due to the open source nature of the project, deviations will generally not be accepted.
- 2.3. All publications shall bear the following copyright notice:

"© Association for the promotion of open-source insurance software and for the establishment of open interface standards in the insurance industry, [year]. All rights reserved."

3. Other Intellectual Property Rights (Patents, Trademarks)

- 3.1. Other than granted under the license grant document, a contributor shall have no obligation to license any other intellectual property rights to the Association or other members. However, the contributor shall guarantee and warrant that the contribution does neither infringe its own rights nor rights of a third party and will hold the Association and all other Members harmless in case of claims by such third parties.
- 3.2. The members shall inform the Association without undue delay about any legal claims raised by third parties as to alleged intellectual property violations due to usage of the software and about any intellectual property initiatives they are pursuing that could be relevant for the project and the project goals.
- 3.3. The Association may register trademarks for use in the project. If it does so, it will publish guidelines regarding rules and limitations under which members will be allowed to use such trademarks.

Annex . /4 – Requirements for the Quality of Contributions

[to be added]

Annex ./5 – Project Governance

[to be added]

Annex . /6 – Schedule Membership Fees

[to be added]