

## OW2 Consortium Associate Organization Agreement

This Agreement is made this 29 day of JUNE, 2017  
entered into by and between:

OW2 Consortium (the "Consortium") established as a non-profit association, governed by the French law of July 1st, 1901 and the French decree of August 16th, 1901, having its Administrative Headquarter 112-114, Bd Haussmann, 75008, Paris, France and its Social Headquarters Rue Jean-Jaures, 78340, Les Clayes-sous-Bois, France,

AND GFOSS – Open Technologies Alliance

(the "Organization") a legal entity (formed and existing under the laws of:

(state, province, country) Greece

having its principal address at:

Athens University of Economics and Business, Patision 76, GR-104 34 Athens, GREECE

Associate Organizations are entities, such as standards organizations, research institutions, academic institutions, open source organizations, publishing organizations, not-for-profit organizations and other organization types, that are not eligible or desirous of membership in any category but that wishes to support the aims and objectives of the Consortium as set forth in Section 3.05 of the Bylaws. Consortium and Organization are collectively referred to as the "Parties".

### Recitals

WHEREAS, OW2 Consortium is a not-for-profit organization which aims a) to develop industry grade open source middleware, b) to nurture the associated code base, c) to facilitate cooperation among its members, and e) to help foster a vibrant eco-system for the exploitation of its middleware code base.

WHEREAS, OW2 Consortium builds on the basis of ObjectWeb and OrientWare, two consortia with the purpose to develop a code base of open source middleware software, having decided to join their efforts in order to create this Consortium.

WHEREAS, OW2 Consortium is open to all kinds of organizations and corporations, large and small, for-profit and not-for-profit, and individuals to be OW2 members or associate organizations which want to promote and to improve the ecosystem for an open source middleware platform.

WHEREAS, the undersigned wishes and hereby agrees to become an Associate Organization of the OW2 Consortium, as defined in the current version of the Bylaws (<http://aboutus.objectweb.org/doc/OW2C-Bylaws.pdf>) and to conform to all of the applicable terms and conditions set forth herein.

NOW, THEREFORE, OW2 AND ASSOCIATE ORGANIZATION) AGREE AS FOLLOWS.

### 1. Term and termination

**1.1 Term:** This Agreement becomes effective and shall be dated (the "Effective Date") on the date upon which it is signed by the Organization, This Agreement shall automatically renew for successive one-year terms ("Renewal Terms") beginning on each calendar year subject to termination rights of OW2 as set forth in the Bylaws or written notice from the Organization.

### 2 Rights and obligation

**2.1 Intellectual Property Policy:** The Parties agree to abide by the Intellectual Property Policy as set forth in Section 7.01 of the Bylaws.

- 2.2 Compliance with policies:** Organization agrees to abide by all applicable rules of conduct and policies as set forth in the Bylaws, IP Policy, Book of Procedures and any and all other policies and procedures adopted, as such may be amended from time to time in accordance with the Bylaws
- 2.3 Cost and Expenses :** Each Organization shall bear all of its own costs and expenses related to participation in and support of the Consortium including, but not limited to, compensation payable to the Organization's employees, representatives and consultants and all travel and other expenses associated with participation in the Consortium's activities.
- 2.4 Use of Names, Publicity:** Any Organization may disclose and publicize its participation in the Consortium, within guidelines proposed by the Consortium as set forth in Section 7.04 of the Bylaws. Organization and the Consortium shall agree on any public announcement within ninety (90) days of the Effective Date of this Agreement.
- 2.5 Non liability:** No Organization shall be liable for the debts, liabilities, or obligations of this Association.

### 3 General Provisions

- 3.1 Authority to Execute :** Organization represents and warrants to the Consortium that a) it has full right, power and authority to enter into and execute this Agreement, b) it has taken all actions necessary to authorize it to enter into and perform its obligations under this Agreement.
- 3.2 Entire Agreement:** This Agreement, any Appendix attached hereto and the documents referred to herein, constitute the entire agreement between the Parties, and supersede all prior agreements, understandings and negotiations, with respect to the subject matter hereof.
- 3.3 Amendment.** The Consortium may from time to time modify the terms of this Agreement in accordance with its Bylaws. Unless Organization objects to the revised Agreement in writing to the Consortium within thirty (30) days of receiving notice of the specific change(s), Organization will be deemed to have accepted the terms of the revised Agreement and the as-revised Agreement will take effect and be binding on both Parties at the end of the thirty (30) day objection period. Amendments shall be prospective only, unless agreed to otherwise by Organization and the Consortium.
- 3.4 Assignment:** Neither this Agreement nor any rights hereof, in whole or in part, are assignable by Organization without the prior written consent of the Consortium as set forth in Section 3.11 of the Bylaws .
- 3.5 Confidentiality:** All information exchanged between the Organization and the Consortium shall be considered non-confidential and provided under terms consistent with the Consortium's IP Policy. In the event confidential information needs to be shared with third parties, with the consent of the disclosing party, such confidential information shall be disclosed solely pursuant to a confidentiality agreement entered into in advance by the participants in such disclosure.
- 3.6 Disclaimer of Warranty :** **EXCEPT AS OTHERWISE AGREED IN WRITING, ALL INFORMATION PROVIDED UNDER THIS AGREEMENT, IS PROVIDED ON AN "AS IS" BASIS, WITH NO WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, ACCURACY, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 3.7 Disclaimer of Liabilities :** **IN NO EVENT SHALL EITHER THE ASSOCIATION NOR ORGANIZATION BE LIABLE TO EACH OTHER OR TO ANY MEMBER OR THIRD PARTY FOR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, MONETARY DAMAGES, LOST PROFITS LOST REVENUE, LOST SALES, LOSS OF DATA, LOSS OF USE.**
- 3.8 Relationship of Parties:** This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties. Nothing in this Agreement shall be construed to prohibit or restrain the entry by any Organization into any separate contract or agreement with OW2 Members, Associate Organizations or third parties on any terms.
- 3.9 Force Majeure:** Notwithstanding anything in these conditions to the contrary, neither the Consortium nor the Organization shall be liable to each other for any loss or damage, consequential or otherwise, caused by or arising out of any Act of Parliament, Order in Council, Act of State, strike of employees, lock-out, trade dispute, enemy action, rioting, civil commotion, fire, force majeure, or other similar contingency beyond the control of either of them.

- 3.10 **Governing Law:** This Agreement shall be governed by laws of France as set forth in section 7.07 of the Bylaws, the Parties consenting to the jurisdiction and venue of the Tribunal de Commerce de Versailles, France.
- 3.11 **Legal Compliance:** Organization agrees to comply at all times with all applicable laws, rules and regulations with respect to their participation in the Consortium. The Organization's members understand that in certain lines of business they may be competitors and that it is imperative that they and their representatives act in a manner which does not violate any applicable antitrust law or regulation.
- 3.12 **Headings:** The headings to the sections hereof are for reference purposes only and shall not be used in the interpretation of the content of this document.
- 3.13 **No other rights granted:** No other license to any patent, trade mark, copyright or other proprietary right is granted in this Agreement or through any disclosure hereof except where expressly stated.
- 3.14 **Entire Agreement:** This Agreement embodies the entire understanding between the Consortium and the Organization for the participation in the Consortium, and cancels and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to its subject matter.
- 3.15 **Counterparts:** This Agreement may be executed in one or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original, but collectively shall constitute one and the same Agreement.

**OW2 Consortium**

**Associate Organization**

Organization Name:

GFOSS – Open Technologies  
Alliance

Date: 29 June 2017

Date:

Represented by:

Cedric Thomas

Represented by:

Position/Title:

CEO

Position/Title:

Signature:

  


Signature:

## **APPENDIX ONE**

### **[BYLAWS]**

## **APPENDIX TWO**

### **OFFICERS CONTRIBUTED BY STRATEGIC MEMBERS**

For the purpose of this Agreement, Officers are defined as permanent members of the OW2 Management Office as set forth in Article VI of the then-current Bylaws. Strategic Members agree to commit for three years and on full-time basis at least one (1) Officer assigned to work in either or both the Management Office and one of the Councils (as set forth in Section 6.02 of the Bylaws) under the managerial authority of the CEO of the Consortium.

## **APPENDIX THREE**

### **LORGS and SMORGS DEFINITIONS**

For the purpose of this agreement, Large Organizations (LORGS) and Small and Medium Size Organizations (SMORGS) are defined according to the European Commission definition which can be found at <http://europa.eu/scadplus/leg/en/lvb/n26026.htm>.

## APPENDIX FOUR

## MEMBERSHIP CONDITIONS

		<b>Strategic Membership</b>	<b>Corporate Membership</b>	<b>Individual Membership</b>	<b>Associate Organization</b>
<b>Membership Fee Structure*</b>  * Fees may be amended from time to time by the Board of Directors in accordance to the Bylaws and shall from the date of such amendment replace the previously existing Fees. Any such change to the Fees shall not require re-execution of this Agreement.	<b>Annual Fee</b>	€50,000 3-year commitment	LARGE (2): €10,000 MEDIUM (2): €5,000 SMALL (2): €3,000 MICRO (2): €1,500 Academia: €4,000 Laboratory (3): €1,000 1-year commitment	No Charge	No Charge
	<b>Special Conditions</b>	SMORGs and Academia may become Strategic Member by cooptation by the Board of Directors. Purchasing Power Parity applicable to Founding Members	Purchasing Power Parity applicable to Corporate members registered before Dec. 31, 2012	-	-
<b>Membership Rights</b>	<b>Board of Directors</b>	One seat by right	Through representation: As many representatives as Strategic Members	One representative	-
	<b>Councils</b>	Eligible to chair a Council Entitled to participate in any Council	Entitled to participate in any Council	Entitled to participate in any Council	-
	<b>Projects</b>	Eligible to lead any Project Entitled to participate in any Project Mgt Team	Eligible to lead any Project Entitled to participate in any Project Mgt Team	Eligible to lead any Project Entitled to participate in any Project Mgt Team	-
	<b>Initiatives</b>	Entitled to lead an Initiative Entitled to participate in any Initiative Mgt Team	Entitled to participate in any Initiative Mgt Team	Eligible to participate in any Initiative Mgt Team	-
	<b>Local Chapters</b>	Entitled to lead a Local Chapter Entitled to participate in any LC Mgt Team	Entitled to participate in any LC Mgt Team	Eligible to participate in any LC Mgt Team	-
<b>Membership Duties</b>	<b>Board of Directors</b>	Must appoint one Director	-	-	-
	<b>Councils</b>	Must appoint one representative in each Council	-	-	-
	<b>Projects</b>	Must appoint at least two contributors to at least one Project	-	-	-
	<b>Initiatives</b>	Must participate in at least one Initiative Management Team	-	-	-
	<b>Management Office</b>	Must provide in-kind contribution to be recognized as a Benefactor Member	-	-	-