

FREE STANDARDS GROUP

Nonprofit Member Registration Form

Parties:

Free Standards Group
2370 Market Street, Suite 157
San Francisco, CA 94114-1575

Organization Name (“Applicant”)

Endorser’s Name and Title

Address

City, State, Zip Code

E-Mail Address

Phone Number

This Nonprofit Member Registration Form (“Registration Form”) is an offer by Applicant to join the Free Standards Group as set forth below. By executing this Registration Form, Applicant agrees to be bound by the terms and conditions set forth in the attached Member Agreement, the Free Standards Group Bylaws, and official policy statements of the Free Standards Group in the event that Applicant is accepted for membership in the Free Standards Group. Applicant understands that pursuant to the policies of the Free Standards Group, any technical contributions made to the Free Standards Group will be released to the public under an open source license. Member also agrees to promptly notify the Secretary of the Free Standards Groups of any contact information changes.

The Free Standards Group will not publicly release or disseminate any Applicant specific information included in this Registration Form without the Applicant’s consent.

1. What is your organization's primary activity?

Please check all that apply:

Computer/Internet

- Internet/E-Business
- Systems Manufacturing (hardware)
- Software Development
- Peripherals Manufacturing
- Network Manufacturing
- Consulting
- Technical Training
- Computer Wholesale/Retail/Distributor
- VAR/VAD/SI/NI
- Communication Carrier (ISP, telecom, datacom, TV/Cable)
- Other Computer/Internet: _____

Non-Computer/Internet

- Aerospace
- Business Services/Consulting
- Construction/Architecture/Engineering
- Finance/Accounting/Banking
- Government
- Insurance/Real estate/Legal
- Manufacturing
- Medical/Dental/Healthcare
- Research/Development
- Education
- Other Non-Computer/Internet _____

2. How does your organization currently use Open Source technologies?

3. What is your organization's current involvement in the Open Source community?

4. What are your organization's most pressing needs from Open Source technology?

5. Does your organization currently develop Open Source software?

6. What benefits does your organization foresee from joining the Free Standards Group?

7. In the event that Applicant has a public relations liaison, please provide that person's contact information:

Public Relations Liaison's Name

E-Mail Address

Phone Number

All information regarding personnel will be held in confidence

If Applicant wishes to supply personnel as Contributing Staff to the Free Standards Group, please attach a current resume for all such personnel and complete the following questions:

8. What is the primary area(s) of interest of the personnel your organization would like to supply?

9. Approximately how many hours per week are the personnel employed by your organization dedicated to work on Free Standards Group activities?

Applicant understands that the Free Standards Group is under no obligation to accept any offers of personnel for any reason.

The annual membership dues are \$2,000. Membership dues may be raised or lowered by the Free Standards Group Board of Directors following the expiration of the Applicant's annual membership term. Please submit two fully executed copies of the Member Agreement along with a check in the appropriate amount payable to "the Free Standards Group" at the address listed above.

Free Standards Group

Applicant

By: _____

James Zemlin/Executive Director

Its: _____

Date accepted: _____

Date: _____

FREE STANDARDS GROUP MEMBER AGREEMENT

This Agreement is entered into as of the ____ day of _____, 200__, by and between the the Free Standards Group and _____ (“Member”, as defined in Section 1 below; other members of the Free Standards Group may be referred to as the “Members”).

WHEREAS, the Free Standards Group has been formed as a nonprofit corporation in order to accelerate the use and acceptance of Open Source technologies for the public good; and

WHEREAS, Member would like to participate in Free Standards Group;

NOW, THEREFORE, the Free Standards Group agrees to allow Member to join on the terms and conditions contained herein, and Member agrees to abide by the terms and conditions contained herein.

Agreement

1. Group Membership; Control Group. In the event that Member is not an individual, membership in the Free Standards Group will cause all entities which are in the same Control Group as Member to be bound by this Agreement; all such entities shall be collectively referred to as “Member”. For purposes of this Section, “Control” shall mean (i) the ownership of more than 50% of the total voting securities of another entity, or (ii) in the case of unincorporated entities “Control” shall mean the ownership of more than 50% of the ownership interest representing the right to make decisions for the entity; and “Control Group” shall include all corporations or other entities which are Controlled by Member, which Control Member, or which are Controlled by the corporation or entity Controlling Member.

2. Membership

2.1 Adherence to Free Standards Group Policies. Member has reviewed and agrees to adhere to the Free Standards Group Bylaws and all other policies and procedures established by the Board of Directors. A member shall be bound by the bylaws, policies, and procedures with respect to member's activities at Free Standards Group events and within the scope of Member's activities with Free Standards Group. The Member shall be given at least thirty (30) days' prior written notice of the effective date of an amendment or addition to the Bylaws, policies and procedures, and such amendments and additions shall not be retroactive.

2.2 Membership Dues. Member agrees to pay all applicable membership dues and any fees or other assessments duly imposed on Members by resolutions of the Board of Directors. The membership year of Member shall begin on the date of registration and continue for the twelve (12) month period following registration.

2.3 Membership Dues Offset; Provision of Staff. Member may receive an offset to its annual dues in the event that it provides staff to the Free Standards Group. Any such arrangement will be conducted pursuant to a separate written contract to be entered into by and

between Member and the Free Standards Group. Member understands and acknowledges that the Free Standards Group will not be required to enter into any such arrangement.

2.4 Nontransferability of Membership. Member may not transfer its membership without the express written consent of a majority of the Board of Directors unless otherwise provided for in the Free Standards Group Bylaws..

2.5 Costs and Expenses. Member shall bear its own costs and expenses for its participation in the Free Standards Group, including without limitation compensation of its employees, and all travel and expenses associated with the Member's participation in the Free Standards Group meetings and conferences, and such Member understands that it has no right of reimbursement from the Free Standards Group.

2.6 Publicity. Neither the Free Standards Group nor Member shall use the name of another member or members in any form of publicity without the written permission of the other member or members, provided that Member may publicly disclose and identify its own membership in the Free Standards Group in documentation, press releases, brochures and other materials, and the Free Standards Group (unless requested in writing by Member) may publicly disclose and identify the membership of Member in the Free Standards Group in documentation, press releases, brochures and other materials, provided that all such references are truthful and accurate and provided that such press release, brochure, or other material solely lists the name of the Member, with no further references to, attribution to, or statements about the Member. Notwithstanding any such written request by Member, the Free Standards Group may disclose the membership of such a Member if required by law or any court of competent jurisdiction. Member further acknowledges and agrees that all other members of the Free Standards Group are third party beneficiaries of this Section 2.6.

3. Termination of Membership. The following provisions shall apply in the event of the termination of the membership of a Member, whether by voluntary withdrawal or expulsion:

3.1 Termination of Membership. At any time a Member may give notice of its intent to terminate its membership in the Free Standards Group by filing a written notice with the Secretary of the Free Standards Group. Member's membership will also terminate upon certain conditions specified in the Free Standards Group Bylaws.

3.2 Refund of Dues. A Member shall have no right to a refund of any dues, fees or assessments paid prior to the termination of its membership. Moreover, Member shall remain fully liable for any dues, fees or assessments then due and owing prior to termination of membership, except as described in Section 3.3.

3.3 Obligations for Additional Dues and Assessments. In the event that Member's membership in the Free Standards Group terminates within 30 days of the passage of a resolution imposing a fee or assessment, Member shall not have any liability for payment of such fee or assessment. Moreover, in the event that Member's membership in the Free Standards Group terminates within 30 days of the passage of the Free Standards Group's annual budget, Member shall not be liable for the subsequent year's membership dues. If the termination occurs

after the 30 day period, Member shall be responsible for any assessments or membership dues, even if Member's membership is subsequently terminated.

3.4 Survival of Agreements. Upon withdrawal, this Agreement shall be automatically terminated with respect to Member except with regard to Sections 2.3, 2.6, 4.1-4.3, 5.1, 5.3-5.6, which shall survive indefinitely after the termination of Member's membership, unless a shorter period is required under applicable law regarding the statute of limitations. Notwithstanding the foregoing, any Free Standards Group policies or agreements which contain specific survival provisions following membership termination shall not be affected by this Section 3.4 and shall survive pursuant to their terms.

4. Dispute Resolution. The following provisions apply in the event of disputes arising out of Members' participation in the Free Standards Group:

4.1 Binding Arbitration. Member agrees to submit to binding arbitration, to be conducted by the American Arbitration Association, to resolve any dispute arising out of Member's participation in the Free Standards Group. Member agrees to conduct such arbitration in San Francisco, California.

4.2 Injunctions. Member may initiate an action for injunctive relief to restrain violations of infringement of its intellectual property.

4.3 California Law. Any dispute will be governed by California law, irrespective of conflict of law rules.

5. General

5.1 No Implied Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Members nor an obligation to develop, make available, use, license, buy or sell any information, product, services or technology.

5.2 Licenses and Permits. Member shall possess or obtain at its own expense all necessary licenses or permits.

5.3 Enforceability and Interpretation. If any provision of this Agreement is unenforceable at law, the rest of the provisions remain in effect. The headings in this Agreement are for reference only. They will not affect the meaning or interpretation of this Agreement.

5.4 Force Majeure. No party shall bear any responsibility or liability for any losses arising out of any delay or interruption of its performance of obligations under this Agreement due to any act of God, act of governmental authority, or due to war, flood, civil commotion, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.

5.5 Waiver. No approval, consent or waiver will be enforceable unless signed by the granting party. Failure to insist on strict performance or to exercise a right when entitled does not prevent a party from doing so later for that breach or a future one.

5.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

5.7 Effectiveness. This Agreement shall come into effect, when the Executive Director of the Free Standards Group has received a signed copy of this Agreement from Member. At such time, the Executive Director of the Free Standards Group shall write promptly to Member to inform Member of this fact. This Agreement shall come into effect in relation to future members as of the date that they sign a copy of this Agreement.

5.8 Integration. This Agreement constitutes the entire agreement between Member and the Free Standards Group concerning this subject matter. Notwithstanding the foregoing, Member shall be obligated to observe and comply with all policies of the Free Standards Group, as delineated in Section 2.1.

ACCEPTED AND AGREED TO:

Free Standards Group

Member:

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

ADDRESS:

ADDRESS:

2370 Market Street, Suite 157

San Francisco, CA 94114-1575

United States of America

ATTACHMENT A

CONTRIBUTING STAFF MEMBER TASKS AND SCHEDULE