



HR Open Standards Consortium Membership Agreement

Agreement dated this _____ day of _____, 2017

BETWEEN

HR Open Standards Consortium, Inc., a non-profit corporation organized under the laws of California (“HR Open Standards Consortium”), with its address at 57101 E. Geddes Ave. Strasburg, CO 80136, United States

and,

(“Member”).

WHEREAS, HR Open Standards Consortium has been established as an independent, non-profit association for various pro-competitive purposes, including the development and promotion of a standard suite of XML and JSON specifications to enable e-commerce and the automation of human resources-related data exchanges; and

WHEREAS, Member wishes to join and participate in HR Open Standards Consortium on the terms and conditions set out below,

IT IS HEREBY AGREED as follows:



1. DEFINITIONS

Affiliates means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists.

Committee means any committee established by the Board of Directors of HR Open Standards Consortium to further the objectives of HR Open Standards Consortium. These shall include, but not by way of limitation, the Business Steering Committee and the Technical Steering Committee.

Compliance Test Suite means any suite of test tools, software, plans, procedures, checklists, documentation and the like developed or adopted by or for HR Open Standards Consortium and approved by HR Open Standards Consortium for the purpose of determining the compliance of an implementation of a Specification.

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

Confidential Information means and includes: (i) a Draft Specification or Draft Technical Note, or a Specification or Technical Note, or a Compliance Test Suite, prior to its public release; (ii) Contributions that have not been released as part of a Work under a License Agreement, (iii) written materials marked as confidential at the time of disclosure; (iv) orally-disclosed material that is designated as confidential at the time of disclosure, and is memorialized with specificity in the written minutes of a Workgroup, and attributed in the meeting minutes to the submitting Member or Members, summarizing the Confidential Information sufficiently for identification; and (v) all minutes of meetings of a Workgroup, any Committee, or the Cross-Process Workgroup. For the avoidance of doubt, Confidential Information shall not include any Specification, Technical Note or Compliance Test Suite that has been approved and publicly released by HR Open Standards Consortium.

Contribution means a submission to or for a Workgroup, provided that the submission is either (i) submitted in writing (including a writing in electronic medium) or (ii) stated orally, memorialized with specificity in the written minutes of a Workgroup, and attributed in the



meeting minutes to the submitting Member or Members, provided that the minutes are promptly provided to the individual representing the submitting Member or Members, unless the submitting Member or Members withdraws its submission in writing as soon as practicable and in any event, no later than forty-five (45) days of receipt of such written minutes.

Control means beneficial ownership of more than fifty percent (50%) of the voting power or equity in an entity.

Draft Technical Note means a proposal, document or guide in draft or non-final form, being worked on or considered by HR Open Standards Consortium prior to adoption as a Technical Note.

Draft Specification means a proposal, document or guide entitled Draft Specification in draft or non-final form, being worked on or considered by HR Open Standards Consortium prior to adoption as a Specification.

Fees mean the fees for membership in HR Open Standards Consortium as given in Schedule 1.

General Member means a Member that has paid the General Member Fee as given in Schedule 1 and thus has the corresponding membership entitlements as given in Schedule 2.

Individual Member means a Member that has paid the Individual Member Fee as given in Schedule 1 and thus has the corresponding membership entitlements as given in Schedule 2.

License Agreement means the agreement between HR Open Standards Consortium and licensees of Works created, developed, promulgated and/or controlled by HR Open Standards Consortium as attached hereto in the License Agreement.

Members mean all HR Open Standards Consortium members, regardless of membership class, including Members who may become Members after the undersigned Member joins.

Necessary Claims means those claims of all patents and patent applications, other than



design patents and design registrations, throughout the world in which Member or its Affiliates has the right 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 Affiliates or employees), which claims are necessarily infringed by an implementation of a Work adopted and approved for release by HR Open Standards Consortium and which are within the bounds of the Scope, where such infringement could not have been avoided by another commercially feasible non-infringing implementation of such Work. Necessary Claims do not include any claims (i) other than those set forth above even if contained in the same patent as necessary claims or (ii) that read solely on an optional implementation example or optional reference implementation.

Participate, with respect to a Workgroup, means to make a Contribution to the Workgroup, or to vote on Draft Specifications or other matters to be decided by the Workgroup, or to attend three or more meetings of the Workgroup in a twelve month period.

Premier Member means a Member that has paid the Premier Member Fee as given in Schedule 1 and thus has the corresponding membership entitlements as given in Schedule 2.

Scope means the software interfaces solely to the extent disclosed with particularity in a Specification where the sole purpose of such disclosure is to enable products to interoperate, interconnect or communicate as defined within a Specification. Notwithstanding the foregoing, the Scope shall not include (i) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Specification, but are not themselves expressly set forth in a Specification (e.g. compiler technology, object oriented technology, basic operating system technology); (ii) the implementation of other published specifications not developed by or for HR Open Standards Consortium but referred to in the body of a Specification; or (iii) any portions of any product and any combinations thereof the purpose or function of which is not required for compliance with a Specification.

Specification means a document entitled “Specification” or “Standard” adopted and approved for release by HR Open Standards Consortium relating to any HR-XML or other standards implementation, and any updates or revisions adopted and approved for release.

Technical Note means a proposal, document or guide, other than a Specification, which has



been approved for release as a HR Open Standards Consortium Technical Note. Typically, a Technical Note will contain functional and technical information to aid in the implementation of a Specification as adopted and approved for release by HR Open Standards Consortium.

Work means any Specification, Technical Note, Compliance Test Suite, Scope, documentation, schema, interface, process or computer program comprised of Contributions by Members, and adopted and released by HR Open Standards Consortium, and distributed in accordance with and licensed by HR Open Standards Consortium under a License Agreement.

Workgroup means a group formed by HR Open Standards Consortium to carry out specific activities within a particular technical domain or business process.

2. MEMBERSHIP

2.1. **Membership.** In consideration of the payment by Member of the Fees as set out in Schedule 1, Member shall become a member of HR Open Standards Consortium as indicated in Schedule 2, as an Individual, General, or Premier Member. Upon acceptance into the HR Open Standards Consortium, Members shall provide the information requested in Schedule 3 (“Membership Information”).

2.2. **Support for Mission.** During the term of its membership in HR Open Standards Consortium, Member may offer Contributions for potential incorporation into Works that may be created, defined, designed and/or developed by HR Open Standards Consortium. Member may also license Works under the terms of a License Agreement as attached hereto as The License Agreement. Under the terms of a License Agreement, Member may receive rights to prepare and license computer software that implements a Specification and to create other Derivative Works of a Work. Member acknowledges that by offering Contributions, it is jointly contributing copyrightable expression with the intent that such Contributions, when joined with the Contributions of other Members, results in single copyrightable Works which shall be owned by HR Open Standards Consortium. However, nothing in this Section or in this Agreement shall obligate Member to manufacture or use products complying with the Specifications or preclude the use of alternate or competing specifications, or preclude participation in different or competing consortia or other organizations.



2.3. **Member Benefits.** Member shall be entitled to the benefits provided by this Agreement. Member shall be entitled to participate in HR Open Standards Consortium as specified in Schedule 2, and be eligible to receive enhanced grants of rights in Works as specified in a License Agreement.

2.4. **Use of Name.** Member may publicly disclose that it is a Member of HR Open Standards Consortium. Except as explicitly set forth in this Section 2.4, Member may not identify any product or service as being sanctioned by, sponsored by or associated with HR Open Standards Consortium, except in accordance with policies and procedures which may be established by HR Open Standards Consortium and notified to Members, including, but not limited to, policies and procedures that require such product or service to pass certain Compliance Test Suites as a condition of so identifying any product or service.

Member agrees to have its name added to HR Open Standards Consortium published list of members; have an authorized representative of Member attend meetings of HR Open Standards Consortium as reasonably practical; and work within HR Open Standards Consortium per the terms of this Agreement.

2.5. **Affiliates.** Member acknowledges and agrees that it and its Affiliates shall be treated for all purposes as one Member, entitled to one vote on all matters upon which Member is entitled to vote. Member also acknowledges and agrees that Section 5 of this Agreement, entitled “Intellectual Property,” binds Member and Member’s Affiliates in accordance with its terms.

3. OBLIGATIONS OF MEMBERS

3.1. **Contribution.** Member may make Contributions and Works subject to Section 2.2 and the terms and conditions of this Agreement.

3.2. **Expenses.** Member shall bear its own costs and expenses for its participation in HR Open Standards Consortium, such as travel, employee compensation, and incidental expenses.

3.3. **Antitrust Policy.** Member agrees to comply with the applicable antitrust laws which govern it. Nothing in this Agreement shall be construed to require or permit conduct that violates any applicable antitrust law.

4. INFORMATION

4.1. **Confidential Information.** HR Open Standards Consortium, Member and its Affiliates agree that Confidential Information is confidential and shall be protected from disclosure using at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. Member and its Affiliates will neither disclose nor distribute Confidential Information, except as necessary for its employees or, contractors (under a comparable confidentiality agreement with such contractors which contains confidentiality terms no less restrictive than those set forth in this Agreement) with a need to know for the purpose of creating Contributions, developing or updating Draft Specification, Draft Technical Note, Specification and/or Technical Note documents, developing or maintaining Compliance Test Suites, and/or developing, maintaining and/or supporting products, technologies, documentation, or related materials in connection with or based upon such documents or for other necessary business purposes. Any information incorporated in a particular revision of such documents, including any exhibits or attachments thereto, shall be permitted to be released upon agreement of HR Open Standards Consortium in accordance with its policies and procedures. Any copies which are made will be marked “confidential,” “proprietary” or with a similar legend as on the original. This obligation of confidentiality will expire three (3) years from the date of the disclosure to Member and its Affiliates. However, neither Member nor its Affiliates will be liable for the disclosure of any information that is:

- 4.1.1. publicly available other than by the recipient’s breach of a duty of confidentiality;
- 4.1.2. rightfully received from a third party without any obligation of confidentiality; or
- 4.1.3. rightfully known to the recipient without any limitation on disclosure prior to its receipt from the disclosing party; or
- 4.1.4. independently developed by employees or contractors of the recipient; or 4.1.5. disclosed as required by law; or
- 4.1.6. made public by agreement of HR Open Standards Consortium; or
- 4.1.7. inherently disclosed in the manufacture, marketing, sale or maintenance of a product or service.



The obligations of this Section 4.1 shall survive any termination or expiration of this Agreement.

- 4.2. **Residuals.** Any party shall be free to use the residuals of Confidential Information for any purpose including use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information in tangible form. The term “residuals” means that Confidential Information in non-tangible form, which may be retained in the memories of individuals who have had rightful access to such Confidential Information under this Agreement. It is understood that receipt of Confidential Information under this Agreement shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of Member within Member’s organization. However, this Section 4.2 shall not be deemed to grant to any party a license under the discloser’s copyrights or patents.

5. INTELLECTUAL PROPERTY

- 5.1. **Ownership of Works; Right to License Works.** Except as otherwise specified herein, Member hereby agrees that any Work (as well as any Contributions made toward development of that Work) that HR Open Standards Consortium adopts and approves for release by majority vote of a quorum of Membership (one-third of member organizations), as well as all known world-wide patent, copyright or other intellectual property rights in such Work and/or Contributions shall be owned solely by HR Open Standards Consortium, notwithstanding any Participation by Member in a Workgroup that developed or considered the Work.
- 5.2. **Pre-existing Copyrights or Necessary Claims.** To the extent that Member has the right to grant licenses in any copyrights or Necessary Claims that preexist prior to that date at which HR Open Standards Consortium adopts and approves for release any Work that may infringe such copyrights or read on the Necessary Claims, where such Work is developed by a Workgroup in which Member Participated during the period in which the Workgroup developed or considered that Work, then Member and its Affiliates hereby agree to grant to other Members, their Affiliates, and to any other entity that grants reciprocal rights pursuant to Section 5.2.1 (collectively, “Licensees”), a non-exclusive, non-transferable, irrevocable, perpetual, worldwide, royalty-free license on reasonable and non-discriminatory terms under its copyrights and/or Necessary Claims to allow Licensees to exercise all rights granted in a License Agreement. Member agrees that it will not transfer copyrights or patents having

Necessary Claims for the purpose of circumventing this Section 5.2. No Member shall attempt under its copyrights or Necessary Claims or otherwise to restrict any other Member from exercising that Member's rights granted under a License Agreement.

5.2.1. **Reciprocity Required.** Member's agreement in Section 5.2 to grant licenses in copyrights and/or Necessary Claims with respect to a particular Work shall not be effective as to any Member, Affiliates, or other entity that does not make a reciprocal license grant of the same scope, with respect to that same Work, as set forth in Section 5.2 available to all Members, their Affiliates, and other entities that grant such reciprocal licenses.

5.3. **Limited Agreement to Disclose.** When Member Participates in a Workgroup, Member shall make reasonable efforts to disclose to the Workgroup the existence of copyrights, or patents or patent applications that may contain Necessary Claims, or any other intellectual property rights infringed by draft or final Works developed or considered by that Workgroup as soon as possible after discovering that such Works may infringe such copyrights, read on Necessary Claims, or infringe any other intellectual property rights. This obligation is limited to copyrights, Necessary Claims and other intellectual property rights that are personally known as such to the individuals acting on behalf of Member with respect to its Participation in that Workgroup. For patents and published applications, the disclosure shall identify the patent or application in question as well as the claims of such patent or application that may be Necessary Claims. For unpublished applications, the disclosure need not identify the claims that may be Necessary Claims, but shall identify with particularity the portions of any draft or final Work that might read on the claims. Notwithstanding the foregoing, in no event is Member obligated to conduct a search of its patents or pending applications.

5.4. **Right to Grant Non-Exclusive Licenses Retained.** Member and its Affiliates retain the independent right to grant or withhold a non-exclusive license or sublicense of copyrights or patents containing Necessary Claims to non-Licensees on such terms as Member may determine.

5.5. **No Other License.** No patent license, immunity or other right is granted under this Agreement by Member or its Affiliates to any other Member or its Affiliates or to HR Open Standards Consortium, or by HR Open Standards Consortium to Member or its Affiliates, either directly or by implication, estoppel or otherwise, other than the rights granted herein or in a License Agreement.

5.6. **Transfer of Necessary Claims to Third Parties.** Any transfer by Member to a third party of a copyright or patent having Necessary Claims shall be subject to: the terms and conditions of this Agreement, and in particular Section 5.1 of this Agreement.

5.7 **License to Use Marks.** (a) Member hereby grants to HR Open Standards Consortium, during the Term, a non-exclusive, non-transferable license to use Member's trademarks and trade names (collectively, "Marks") as specifically furnished to HR Open Standards by Member from time to time for the promotional activities specifically set forth in this Agreement and as mutually agreed in writing by the parties. (b) HR Open Standards Consortium hereby grants to Member, during the Term, a non-exclusive, non-transferable license to use HR Open Standards Consortium's Marks as specifically furnished to Member by HR Open Standards Consortium from time to time for the promotional activities specifically set forth in this Agreement and as mutually agreed in writing by the parties. (c) Each of Member and HR Open Standards acknowledges that the Marks of the other party are the exclusive property of said other party, that nothing in this Agreement grants it or any person or entity right, title or interest therein, except for the limited license expressly granted in this Section, and that all uses of the Marks of the other party shall inure to the benefit of the owning party.

6. HR OPEN STANDARDS CONSORTIUM WARRANTY AND LIMITED LIABILITY

6.1. All materials and information provided by HR Open Standards Consortium and Member ("Materials") are provided "AS IS", and HR Open Standards Consortium and Member each make no representation or warranty, express or implied, including any implied warranty of merchant ability or fitness for a particular purpose or non-infringement of third party intellectual property rights. In no event shall HR Open Standards Consortium or Member be liable whether in contract, tort, or otherwise for any losses or damage arising out of or relating to this agreement. In no event shall HR Open Standards Consortium or Member be liable for any direct, indirect, incidental, exemplary, punitive or consequential losses including without limitation, any loss of profit, contracts, production or use.

6.2. If any third party makes or threatens to make any claim against Member (or if, in the opinion of Member, such a claim is likely) that the use by HR Open Standards Consortium or any other Member(s) of any Contribution made by Member infringes any intellectual property right of such third party, Member shall inform HR Open Standards Consortium and such Member(s) immediately. In addition, if a third party



makes or threatens to make any claim against HR Open Standards Consortium that the use by HR Open Standards Consortium or any Members of any Work infringes any intellectual property right of any third party, HR Open Standards Consortium shall inform Member immediately.

7. TERM AND TERMINATION

7.1. **Renewal.** This Agreement shall automatically renew annually, unless terminated earlier in accordance with Section 7.2 below.

7.2. **Termination.** This Agreement may be terminated:

7.2.1. by HR Open Standards Consortium giving to Member sixty (60) days notice in writing before any anniversary of this Agreement.

7.2.2. by Member immediately on giving to HR Open Standards Consortium notice in writing.

7.2.3. by either party immediately on giving written notice to the other party if the other party has committed any material breach of this Agreement and in the case of a breach capable of being remedied, has failed to remedy the breach, within 30 days after the receipt of a written request notifying such breach and requiring it to be remedied.

7.2.4. by HR Open Standards Consortium on written notice to Member if Member fails to pay any sum(s) due to HR Open Standards Consortium under this Agreement and such sum(s) remain unpaid for thirty (30) days after written notice from HR Open Standards Consortium that such sum(s) have not been paid.

7.3. **Withdrawal from a Workgroup.** Member may withdraw from any HR Open Standards Workgroup by giving written notice, effective upon receipt, to HR Open Standards Consortium and the Workgroup chair. As of the effective date of withdrawal, Member shall no longer be deemed or permitted to Participate in that Workgroup. The withdrawal shall have no effect on Member's Participation in the Workgroup prior to Member's withdrawal, or on Member's Participation in other Workgroups.

7.4. **Survival of Work Ownership by HR Open Standards Consortium and Agreement to Grant License If Member Terminates or Withdraws.** Notwithstanding Member's termination of this Agreement or withdrawal from a Workgroup, and except

as provided in Section 7.4.1, Member's agreement with regard to the ownership of any Work or Contribution as provided in Section 5.1, and to grant licenses as provided in Section 5.2 shall survive and remain in full force and effect: (i) for Works as to which the Technical Steering Committee gave notice of its approval more than sixty (60) days before the effective date of Member's termination or withdrawal ("Committed Works"); (ii) for any Contribution made by Member to a Work; and (iii) for unmodified portions of Committed Works that are contained in Specifications approved after the effective date of Member's termination or withdrawal. Member's agreement to grant licenses shall extend to all Members of HR Open Standards Consortium, including Members who become Members after the effective date of Member's termination.

7.4.1. Exception in the Event of Non-Compliance. Member's agreement with regard to the agreement to license, which survives under Section 7.4 above, shall terminate completely: (i) as to any Specification which does not include substantially all applicable requirements for interoperating, communicating or connecting with or to products that comply with prior version(s) of such Specification that were in effect sixty (60) days prior to the effective date of Member's termination or withdrawal; or (ii) as to Specifications, any portion of which is inconsistent with or exceeds the Scope prior to or as of sixty (60) days before the effective date of Member's termination.

7.5. Survival of Work Ownership by HR Open Standards Consortium and Agreement to Grant License if HR Open Standards Consortium Terminates.

Notwithstanding HR Open Standards Consortium's termination of this Agreement and except as provided in Section 7.5.1, Member's agreement with regard to the ownership of any Work or Contribution as provided in Section 5.1, and to grant licenses as provided in Section 5.2 shall survive and remain in full force and effect: (i) for Committed Works; (ii) for any Contribution made by the terminated Member to a Work; and (iii) for unmodified portions of Committed Works that are contained in Works approved after the effective date of HR Open Standards Consortium's termination. Such agreement shall extend to all Members of HR Open Standards Consortium, including Members who become Members after the effective date of HR Open Standards Consortium's termination.

7.5.1. Exception in the Event of Non-Compliance. Member's agreement with regard to the agreement to license, which survives under Section 7.5, shall terminate completely: (i) as to any Specification which does not include substantially all applicable requirements for interoperating, communicating or connecting with or to products that comply prior version(s) of such Specification



that were in effect sixty (60) days prior to the effective date of HR Open Standards Consortium's termination; or (ii) as to Specifications, any portion of which is inconsistent with or exceed the Scope prior to or as of sixty (60) days before the effective date of HR Open Standards Consortium's termination.

For the avoidance of doubt, termination of this Agreement for any reason shall not entitle Member to any refund of the Fees due under this Agreement.

8. OTHER PROVISIONS

8.1. **No Modification.** This Agreement constitutes the entire agreement of the parties relative to this subject, and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject. Any reproduction of this Agreement by reliable means shall be considered an original of this document.

This Agreement may not be modified except as set forth in Section 8.11 or by the mutual written consent of the parties.

Oral collateral agreements do not exist. No approval, consent or waiver shall 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.

8.2. **No Transfer.** Neither party may transfer, assign or sublicense any of its rights or obligations under this Agreement without the prior written consent of the other party such consent not to be unreasonably withheld, except that Member may transfer, assign or sublicense its rights or obligations under this Agreement to its Affiliates so long as its Affiliate becomes a Member of HR Open Standards Consortium and executes this Agreement. In the case of such a transfer to an Affiliate, the Affiliate shall be entitled to the benefit of any unexpired period of Member's membership without the payment of any additional Fee. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Any attempted transfer in violation of this Section is null and void.

- 8.3. **Notice.** Member designates the representative identified in Schedule 3 for the purpose of receiving notice under this Agreement. All notices to HR Open Standards Consortium shall be delivered to the address provided in the first page of this Agreement, to the attention of Director. Member may change the designated representative by written notice to HR Open Standards Consortium. If Member fails to designate a representative, notice may be sent to Member at its address stated below. Any notification made under this Agreement shall be deemed delivered on the next business day following it being sent by electronic mail, by facsimile, by express mail or by courier, or five (5) days after being sent first-class mail, postage prepaid, addressed to Member's designated representative at the address provided. Notice of a breach of this Agreement and notice of termination of this Agreement shall be given both: (a) by express mail or by first class mail, postage prepaid, and (b) by electronic mail or by facsimile.
- 8.4. **No Joint Venture.** Nothing contained in this Agreement and no action taken by Member shall be deemed to render Member or its Affiliates an employee, agent or representative of HR Open Standards Consortium or any other Member or their Affiliates, or shall be deemed to create a partnership, joint venture or syndicate among or between any of Members or their Affiliates or with HR Open Standards Consortium.
- 8.5. **Severability.** If any provision of this Agreement is for any reason declared illegal in any country, all other provisions shall remain in full force and effect to the fullest extent permitted by such law. For the avoidance of any doubt, any such finding of illegality in any country shall not affect the validity of any provisions of this Agreement in other countries.
- 8.6. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 8.7. **Integration.** This Agreement supersedes and replaces any and all prior representations, agreements and understandings relating to Member's membership in HR Open Standards Consortium.
- 8.8. **Limitation on Actions.** Neither Member nor HR Open Standards Consortium shall bring any legal action against the other or against any of the other Members in connection with this Agreement or HR Open Standards Consortium more than (2) two



years after the cause of action arose.

8.9. **Jury Waiver.** Member and HR Open Standards Consortium each waive any right they may have to a jury trial in any dispute arising out of this Agreement. The United Nations' Convention on International Sale of Goods does not apply.

8.10. **Headings.** The headings in this Agreement are for reference only. They shall not affect the meaning or interpretation of this Agreement.

8.11. **Modifications.** This Agreement may be modified from time to time by the Board of Directors of HR Open Standards Consortium. Any such modification shall not become effective until forty-five (45) days after notice of the modification is given in writing to all Members, and such modification shall not apply at all to any Member that gives notice in writing of termination of this Agreement, pursuant to Section 7.2, prior to the end of this forty-five (45)-day review period.

8.12. **Survival.** The following sections shall survive any expiration or termination of this Agreement: 4.1, 4.2, 5.1, 5.2, 5.7(c), 6.1, 7.4, 7.5, 8.4, 8.8, 8.9, and 9.

9. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without reference to the principles of conflicts of law. All disputes arising hereunder shall be brought before the state courts of the State of California, and the parties hereto hereby agree to exclusive jurisdiction and convenient forum therein. In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover expenses, including reasonable attorney and expert fees.

FOR AND ON BEHALF OF

Member

Name: _____

Signature: _____

Title: _____

Date: _____

FOR AND ON BEHALF OF

HR Open Standards Consortium, Inc.

Name: Kim Bartkus _____

Signature: _____

Title: Executive Director _____

Date: _____



SCHEDULE 1

All fees are in U.S. Dollars (\$) for a one-year membership

Annual Membership Fee

Upon payment of the following fees Member is entitled to the entitlements of Members of HR Open Standards Consortium:

Organizational Annual Dues

	Enterprise	Premier	General
Regular Member Rate	\$19,500	\$9750	\$6,250
SMB Member Rate		\$7,500	\$4,500
End User Member Rate		\$7,500	\$4,500
Government/Non-Profit Member Rate		\$4,000	\$2,500

*Discounted member rates are available to companies in the following three categories:

1. Small and medium businesses with less than 250 employees and with less than \$50M USD in annual revenue, qualify for the SMB rate.
2. End user organizations (those who do not sell HR-related or B2B-related products or services with an interest in HR Open Standards primarily as an HR services customer) qualify for the special End User rate.
3. Non-profit or not-for-profit entities (proof of tax exemption required) qualify for the discounted Government/Non-Profit Rate.

Individual Dues

January-December Calendar	\$325
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The Fees may be amended from time to time by the Board of Directors 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.



HR OPEN STANDARDS

SCHEDULE 2

Membership Entitlement

Standards Development	Enterprise	Premier	General	Individual	Community Login
Workgroup Participation & Vote	✓	✓	✓	✓	
Project Sponsor Eligibility	✓	✓	✓		
Priority Maintenance & Support	✓	✓	✓		
Early Access to Schema Releases	✓	✓	✓	✓	
Specification Approval Vote	✓	✓	✓		
Access to HR-XML Schema Releases	✓	✓	✓	✓	✓
Exclusive Marketing Benefits	Enterprise	Premier	General	Individual	Community Login
Use of HR Open Standards Logo	✓	✓	✓		
Your organization's logo on www.hropenstandards.org main page	Fixed	Rotating			
Your organization's logo on www.hropenstandards.org member page	✓	✓			
Branding for additional products	3 Free	✓			
Recognition in HR Open Standards Press Release	✓	✓			
Signage/Marketing at Events	✓	✓			
Special Offers & Discounts	Enterprise	Premier	General	Individual	Community Login
Annual Meeting Registration Discount	4 free	2 free	✓		
HR Open Standards Certification Discount	✓	✓	✓		
Discount on HR Open Standards Event Sponsorships	✓	✓			

Offered to your Trading Partner	Enterprise	Premier	General	Individual	Community Login
Pre-negotiated Discount for Organizational Membership (one per year)	✓				
Web-based Training Access	Free				
Education & Training	Enterprise	Premier	General	Individual	Community Login
Web-based Training Discounts	Free	Free	✓		
Webinars	✓	✓	✓	✓	✓
Networking	✓	✓	✓	✓	✓
Early Access to Implementation Resources	✓	✓	✓	✓	
One Free License to the, XCS eiConsole for HR-XML implementation tool	✓	✓	✓		
Members-Only Access to HR-XML	Enterprise	Premier	General	Individual	Community Login
Member's only resources on www.hropenstandards.org	✓	✓	✓	✓	
HR Open Standards Online Communities	✓	✓	✓	✓	
HR Open Standards Discussion Forums	✓	✓	✓	✓	✓
Governance	Enterprise	Premier	General	Individual	Community Login
Eligibility to nominate Board Members	✓	✓			
Board Membership Eligibility	✓	✓	✓	✓	
Board Election & Governance Vote	✓	✓	✓		



Membership Information

1. Organization: _____
Organization Name: (Please print)

2. Membership Listing

HR Open Standards Consortium realizes that each organization places a very high value on its name and its use. To ensure the accuracy of our records, please indicate below the way in which your organization's name should appear in the membership listing:

Formal Organization Name, including classification (trademark, service mark, etc.).

Acceptable Shortened Version(s) of Organization Name

HR Open Standards Consortium prints and distributes a "Member List" at industry events and as a part of general communications and presentation materials. This list will only contain the formal organization name of our members.

Designated Representative(s) (Please print)

Primary Representative:

Name: _____

Title: _____

Organization Name: _____

Address: _____

Phone#: _____

Email Address: _____



Primary Alternate:

Name: _____

Title: _____

Organization Name: _____

Address: _____

Phone#: _____ Fax #: _____

Email Address : _____

3. Website Address

HR Open Standards Consortium provides a list of Member organizations on our Website. If you supply your Website address, we will link it to this listing.

Web Address: _____

4. Billing Address (Please print)

Representative:

Name: _____

Title: _____

Organization Name: _____

Address: _____

Phone#: _____ Fax #: _____

Email Address: _____