

Open Database Alliance Membership Agreement

This agreement is between the Open Database Alliance, a registered non-profit association under Swiss law, hereinafter “ODBA”, and

as an applicant for membership in the Open Database Alliance, hereinafter “Member” in the

- Producers of Databases and Engines**
- Associated Technologies and Services**
- User Organization**

membership category.

The Open Database Alliance is an association to promote, protect and further the ecosystem around Open Source database technologies. For the purpose of this Agreement Open Source shall be used in place of and considered synonymous to the terms Free Software, Libre Software, FOSS and FLOSS.

An Open Source database technology shall be software published under (i) a license approved by the Open Source Initiative, or (ii) a license considered to meet the Free Software Definition by the Free Software Foundations. Licenses that fall into this category include, but are not limited to, all versions and varieties of the GNU General Public License (GPL), the X11 License, and all versions of the Apache License.

This Agreement establishes legally binding guidelines and rules that define the relationship of the ODBA with Member, as well as the relationship between Member and other members of the ODBA regarding commercial offerings around or based upon ODBA Core Technologies. For the purpose of this Agreement, ODBA Core Technologies shall be defined as Open Source database technologies that have duly been accepted by the Board of Directors subject to the provisions set forth in the Articles of the ODBA.

1. Effective Date, Termination, Conditions

1.1. Effective Date

This Agreement, and the authorization granted hereunder, enters into effect upon (i) payment of the appropriate ODBA membership dues for Member's selected membership class as defined in Article 3 of the ODBA Articles and (ii) confirmation of membership by a duly authorized representative of the ODBA pertaining to Article 4 of the ODBA Articles.

1.2. Termination

The Agreement remains in effect for as long as Member remains a member in good standing of the ODBA. Resignation, expulsion or any other termination of membership in the ODBA also terminates this Agreement.

1.3. Conditions

- 1.3.1. All authorization under this Agreement is non-exclusive and is personal to Member's legal entity or branch office that applied for and effectively meets the requirements for ODBA membership.
- 1.3.2. All obligations under this Agreement are considered requirements for membership in the ODBA pertaining to Section 3.2 of the ODBA Articles. Failure to comply with these terms constitutes failure to meet the membership requirements of the ODBA and is sufficient cause for expulsion from the ODBA resulting in immediate termination of this Agreement pertaining to clause 1.2. Termination of this Agreement. Like wise shall a breach of the ODBA Code of Conduct in the way Member executes its rights under this Agreement constitute failure to meet the membership requirements.
- 1.3.3. All separate arrangements that may be in effect between Member and ODBA, or Member and any other ODBA member, will remain in force according to their own terms notwithstanding this Agreement.

2. Rights

2.1. Use of ODBA Names & Trademarks

Under this Agreement, the ODBA grants Member authorization to refer to itself as “**ODBA Platinum Member**”, “**ODBA Gold Member**”, or “**ODBA Silver Member**” respective of the Member's membership class as defined in Article 3 of the ODBA Articles. Member is authorized to use the corresponding graphical and other advertising materials provided by the ODBA in any medium to refer to Member's own activities, services and products.

2.2. Joint Marketing & Development

Under this Agreement, Member is authorized to participate in co-marketing or technical collaboration benefits mutually agreed and planned between Member, other ODBA members, and/or ODBA.

2.3. Member Referral Program

Some ODBA Core Technologies are made commercially available by some ODBA members to End Users. Herein, "End User(s)" shall mean a person or entity acquiring Products or ODBA members products or services for its own internal use. End User does not include an entity that wishes to sell or resell licenses to, OEM license, or rent or lease the Products to other parties in the regular course of business. Other ODBA members provide End Users with under a variety of different software and business models.

Products and services that ODBA members promotes are technically complex and require high-quality, individualized pre-sale and post-sale support. Appropriate presentation and the best levels of pre-sale and post-sale support are highly specific to the respective offering of each member and necessary for high End User satisfaction.

2.3.1. Participation in mutual sales referral program

Participation in the mutual sales referral program is an important benefit of ODBA membership. Member participates in the sales referral program as follows (please check):

[] STANDARD: ODBA SALES REFERRAL PROGRAM

Member participates in the standard ODBA sales referral program as detailed in the ODBA Commercial Program Guide. Nothing shall oblige Member to sell services, products and other commercial offerings to any party, nor shall any other member or the ODBA itself be obliged to sell Members' services, products and other commercial offerings. A referral fee is not due if Member already has an existing relationship with the referred End User customer.

[] ALTERNATIVE: INDIVIDUALIZED SALES REFERRAL PROGRAM

Member provides all ODBA members with an individual sales referral program, through an existing partner program or otherwise. The referral program is similar in spirit to the ODBA sales referral program as detailed in the ODBA Commercial Program Guide and all other ODBA members shall automatically have access to this program. Details of the program are being provided alongside this Membership Agreement for approval of the ODBA Board of Directors. Updates of the program will be provided in a timely and appropriate fashion.

[] OPTIONAL: CERTIFICATION REQUIREMENT

In addition to the above standard or alternative selection, and in order to assure that appropriate products and solutions are promoted to End Users, Member requires other ODBA members to pass a reasonable certification program before being allowed to promote Member products or services. Details of the certification requirements have been provided alongside this Membership Agreement for approval of the ODBA Board of Directors. Updates of these requirements will be provided in a timely and appropriate fashion.

Member understands that the ODBA Board of Directors reserves the right to review Member's partner or referral program, including a certification program, to ensure the continued fulfillment of this agreement.

2.3.2. ODBA no party to referral

In no case will the ODBA be party to a referral between its members. The ODBA is in particular not responsible or liable for any disputes between members on referral fees or other matters, or for any unpaid referral fees between members.

3. Obligations

3.1. Trademarks

Member agrees to abide by the respective trademark policies defined for the specific ODBA Core Technology components as determined and agreed upon between the ODBA Board of Directors and (where applicable) the respective trademark holders.

3.2. Verifications

Member agrees that ODBA may, at its own expense, verify Member's business activities related to this Agreement, to determine Member's compliance or non-compliance with this Agreement and the applicable ODBA membership requirements including, if applicable, any related business plans or other specific arrangements between the parties. Such verifications will take the form of requests for information, documents or records, on-site visits, or both. Any on-site visit will occur during regular business hours at Member's offices, and will not interfere unreasonably with Member's business activities. For an on-site visit, ODBA will give Member at least 10 days prior written notice of the date of each visit. All information obtained during the verification will be kept confidential.

4. General Provisions

4.1. Severability

If any provision of the Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been agreed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

4.2. Place of jurisdiction

This Agreement shall be construed in accordance with and governed by the substantive laws Swiss Confederation. Place of jurisdiction for all rights and duties resulting from this statute is Zurich, Switzerland.

Place, Date

Place, Date

Name:

Name:

Title:

Open Database Alliance