

RAIN ALLIANCE INC.
MEMBERSHIP AGREEMENT
ADDENDUM FOR WORKING GROUP PARTICIPATION
[WG NAME]
(the “**Working Group Addendum**”)

Between:	RAIN Alliance Inc. a Delaware non-profit corporation 401 Edgewater Place, Suite 600 Wakefield, Massachusetts 01880 USA (“ RAIN Alliance ”)	[FULL MEMBER NAME] a [country/state] [entity type] [ADDRESS] [CITY, ST ZIP COUNTRY] (“ Member ”)
----------	--	--

(Each of RAIN Alliance and Member a “**Party**”, and collectively, the “**Parties**”)

WHEREAS, Member is a member in good standing of RAIN Alliance and wishes to participate in one or more specialized groups to further certain specific goals of RAIN Alliance, which may include, but is not necessarily limited to, the creation of technical deliverables such as a requirements specification document or technical specification, including all materials relating thereto (each such technical deliverable a “**Specification Document**”; each such specialized group a “**Working Group**”), RAIN Alliance and Member further agree as follows:

Capitalized terms not otherwise defined herein shall have the meaning provided in the Membership Agreement executed by Member.

1. Working Group Participation. Member agrees to provide personnel to constructively participate in and meaningfully further the work of the Working Group(s) set out in Exhibit A attached hereto and as may be added to Exhibit A from time to time by written agreement of Member and RAIN Alliance.

2. Intellectual Property - Patents. Member hereby agrees, subject the opt-out procedure in the following paragraph, to grant a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and on reasonable terms and conditions to Member’s Essential Claims to make, have made, use, import, and sell or otherwise transfer implementations of each Specification Document that is the output of a Working Group that is the subject of this Working Group Addendum (including all Working Groups included in Exhibit A attached hereto) published or otherwise made available by RAIN Alliance (the “**RAND Commitment**”). As used herein, “**Essential Claims**” means those claims of all patents and/or patent applications anywhere in the world, whether currently owned or later acquired, which are necessarily infringed by the implementation of at least one required element of an applicable Specification Document, and for which such infringement could not have been avoided by the use of another, non-infringing, implementation of such applicable Specification Document. For the avoidance of doubt, “Essential Claims” excludes those claims that would be infringed by the implementation of a standard technology or a specification (or portion thereof) developed outside of RAIN Alliance and merely incorporated by reference in an applicable Specification Document. The terms and conditions of such a license grant may include the requirement that the applicable licensee will in turn grant a license to Member for its own Essential Claims under RAND Commitment terms.

Member may opt-out of the RAND Commitment for any particular Essential Claim(s) by providing written notice (the “**Opt-Out Notice**”) to RAIN Alliance within ten (10) days of the distribution within the applicable Working Group of the first version of a written draft of a Specification Document following Member’s earliest participation in the Working Group which implicates such Essential Claim(s). Such Opt-Out Notice must specifically identify the applicable portion of the draft Specification Document which implicate such Essential Claim(s) and the specific Essential Claim(s) for which Member is exercising this

RAIN ALLIANCE CONFIDENTIAL

opt-out. For purposes of clarification, a failure to be reasonably clear and specific in the Opt-Out Notice will render it null and void.

Member shall not transfer ownership of a patent claim which Member knows to be an Essential Claim unless Member includes appropriate provisions in the relevant transfer documents to ensure that, as to such transferred Essential Claim, Member's RAND Commitment is binding on the transferee and that such transferee will similarly include appropriate provisions in the event of future transfers, with the goal of binding all successors-in-interest of such Essential Claim to the RAND Commitment.

Member acknowledges and agrees the RAND Commitment is an essential condition under which RAIN Alliance agrees to Participant's participation in the Working Group(s) identified in Exhibit A, and participation would not and will not be permitted without Member's agreement to the RAND Commitment.

3. Intellectual Property - Copyrights. Member shall grant to any party a perpetual, worldwide, non-exclusive, royalty-free license, on a reasonable and non-discriminatory basis, to copy, publish, distribute, and make derivative works that are based on or incorporate all or part of Member's copyrightable material, including without limitation drawings, compilations of data, software, or text, whether currently owned or later acquired, that is, and only to the extent, incorporated in a Specification Document that is the output of a Working Group that is the subject of this Working Group Addendum (including all Working Groups included in Exhibit A attached hereto) solely for use in developing, publishing, and/or implementing, as applicable, of each such Specification Document published or otherwise made available by RAIN Alliance (the "**RAND-Zero Commitment**").

Member shall not transfer ownership of a copyrightable work which Member knows to be subject to this Section 3 unless Member includes appropriate provisions in the relevant transfer documents to ensure that, as to such transferred copyrightable work, Member's RAND-Zero Commitment is binding on the transferee and that such transferee will similarly include appropriate provisions in the event of future transfers, with the goal of binding all successors-in-interest of such copyrightable work to the RAND-Zero Commitment.

Member acknowledges and agrees the RAND-Zero Commitment is an essential condition under which RAIN Alliance agrees to Member's participation in the Working Group(s) identified in Exhibit A, and participation would not and will not be permitted without Member's agreement to the RAND-Zero Commitment.

4. Confidential Information. Confidential Information shall be governed by Section 9 of the Bylaws of RAIN Alliance, Inc., and the same is hereby incorporated herein by reference and made part of this Working Group Addendum. The work and proceedings of each Working Group shall be considered Confidential Information of RAIN Alliance under Section 9 of the Bylaws. Member is advised to not disclose its own confidential information except under a separate written agreement with RAIN Alliance, and that any disclosure outside of such separate agreement by Member shall be considered non-confidential, except as the work and proceedings of the applicable Working Group(s).

5. Indemnification. Member shall defend and indemnify RAIN Alliance and its officers, directors, employees, and members (each an "**Indemnified Party**") and hold them harmless from and against any and all damages, judgments, costs (including reasonable attorneys' fees) and liabilities arising from third-party claims, that an Indemnified Party may sustain as a direct result of the material breach by Member of any of its obligations under this Working Group Addendum (including any additional terms provided in Exhibit A as to a particular Working Group). The Indemnified Party shall promptly notify Member in writing of any applicable third-party claims, suits, or proceedings and reasonably cooperate with Member in the defense of such third-party claims, suits, or proceedings.

6. Termination. This Working Group Addendum shall automatically terminate upon expiration or termination of Member's Membership Agreement. Member may withdraw from any Working Group, and Member shall immediately return or destroy all Working Group materials received as a Working Group participant. RAIN Alliance may terminate any Member's (or any Member's individual personnel resource)

RAIN ALLIANCE CONFIDENTIAL

participation in any Working Group if Member (or Member's personnel resource) materially fails to comply with the requirements of such Working Group and/or fails to constructively participate in and meaningfully further the work of such Working Group, such termination to be effective thirty (30) days after sending written notice to Member per Section 3 of Member's RAIN Alliance Membership Agreement. RAND Commitment and RAND-Zero Commitment, as applicable, as to each applicable Specification Document, shall survive the cessation of Member's participation in the applicable Working Group(s) and shall further survive expiration or termination of this Working Group Addendum or Member's Membership Agreement. If such cessation, expiration, or termination should occur prior to RAIN Alliance's publication of an applicable Specification Document, Member's RAND Commitment and RAND-Zero Commitment shall apply to the first published version of an applicable Specification Document. Otherwise, Member's RAND Commitment and RAND-Zero commitment shall apply to the version of such Specification Document current as of such cessation, expiration, or termination, and to future versions of such Specification Document, but only as to those elements continuing to be incorporated from the version current as of such cessation, expiration, or termination.

7. Membership Agreement. Except as expressly modified or supplemented in this Working Group Addendum, Member's Membership Agreement continues to apply in full force and effect, including the applicability of RAIN Alliance's Organizational Documents.

IN WITNESS WHEREOF, the Parties have duly executed this Working Group Addendum as of the Effective Date.

RAIN ALLIANCE INC.

[FULL MEMBER NAME]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

(the "Effective Date")

EXHIBIT A
Working Group Description

Name of Working Group:

[WG NAME]

Commencement date:

[DATE]

Member participation date:

[DATE]

Working Group need and scope:

[DESCRIPTION OF NEED AND SCOPE]

Proposed deliverable(s), including any anticipated Specification Document(s)

[LIST DELIVERABLES AND SPEC DOCS]

Additional terms of participation

[ADDITIONAL TERMS, E.G., LIMITS ON NUMBER OF PARTICIPANTS PER MEMBER, EXPECTED TIME COMMITMENTS, ANTICIPATED EXPENSES/FEES, ETC.]

AGREED,

RAIN ALLIANCE INC.

[FULL MEMBER NAME]

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____