



**POLARSYS INDUSTRY WORKING GROUP PARTICIPATION AGREEMENT**

This PARTICIPATION AGREEMENT (the “Participation Agreement”) is effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012 (the “Effective Date”) by and between Eclipse Foundation, Inc. (“Eclipse” or the “Eclipse Foundation”), a Delaware not-for-profit corporation, and \_\_\_\_\_ (“Company”).

WHEREAS, Company has entered into, or desires to enter into, Eclipse’s standard membership agreement attached as Exhibit B (the “Membership Agreement”) to participate in Eclipse;

WHEREAS, Company, desires to participate in the Polarsys Industry Working Group (the “Working Group”) described in Exhibit C (the “Working Group Charter”);

NOW THEREFORE, ECLIPSE AND COMPANY AGREE AS FOLLOWS:

1. Term.

The term of this Participation Agreement (the “Participation Term”) shall commence as of the Effective Date and continue for one year thereafter.

2. Membership Agreement

(a) Current Members.

If, as of the Effective Date, Company is party to an effective Eclipse Membership Agreement (a “Current Member” and a “Current Membership Agreement”) but is not a Strategic, Enterprise or Solutions Member (as those terms are defined in the Eclipse Membership Agreement), then Company’s current membership status will be amended to that of Solutions Member. If Company is, as of the Effective Date, a Strategic, Enterprise, or Solutions Member, such status shall remain unchanged. To the extent a Current Membership Agreement is scheduled to expire prior to the end of the Participation Term, the term of such Current Membership Agreement shall be extended to be coterminous with the Participation Term. Nothing in this Agreement is intended to preclude any Affiliate (as “Affiliate” is defined in the Eclipse Membership Agreement) of any Current Member from independently entering into this Agreement on its own behalf..

(b) New Members

If, as of the Effective Date, Company is not a Member of Eclipse, then Company accepts and agrees to all of the terms and conditions of the Membership Agreement, and all such terms and

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conditions of the Membership Agreement are incorporated herein by reference and operate in this Participation Agreement as if they were expressly set forth herein.

3. Working Group

Company shall be entitled to participate in the Working Group with the rights of a Solutions Member, and shall be entitled to access all of the Working Group Services that Eclipse shall be providing to the Working Group.

4. Logo Agreement

Company accepts and agrees to all of the terms and conditions of the Eclipse Logo Agreement attached hereto as Exhibit D, and all such terms and conditions are incorporated herein by reference as if they were expressly set forth herein.

5. Fees

Company agrees to pay an annual membership fee to participate in the Working Group ("Participation Fee") set forth on Exhibit A hereto. To the extent that Company is a Current Member and not at the Strategic or Enterprise level, the Participation Fee shall be reduced by the portion of Company's remaining annual dues to be paid under the Current Membership Agreement during the Participation Term (as such payable amounts may be adjusted, to reflect any change in status to a Solutions Member, if applicable). To the extent such annual dues were paid in advance, the Participation Fee will be reduced by the amount of such fees paid in advance under the Current Membership Agreement for the period falling into the Participation Term.

To the extent that Company is a Current Member at the Solutions, Strategic or Enterprise level, the Participation Fee shall be reduced by the Solutions Member fee that would apply to Company. To the extent that Company is not a Current Member, it is understood that the annual membership fee due under the Membership Agreement will be included in the Participation Fee.

Eclipse shall invoice Company for the Participation Fee. If a Member's payment of the Participation Fee is not fully paid within sixty (60) days of its invoice date, a late fee representing one percent (1%) of the delinquent amount shall be added to the amounts due and owing, compounded monthly, commencing on the 31<sup>st</sup> day after Effective Date.

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6. Redistribution

Any binary code received through the Working Group (the "Binary Code") may not be redistributed unless it is integrated into, or updates, a commercial software product, or custom developed software, and is distributed pursuant to an Object Code License ("Re-distributable Binary Code"). As used herein, the term "Object Code License" shall mean a license agreement for the use of object code of commercial software, which includes provisions that prohibits reverse engineering and precludes subsequent licensees from redistribution of the Binary Code unless it is integrated into, or updates, a commercial software product, or custom developed software, and is distributed pursuant to a license with the same prohibitions. The failure of any licensee to restrict distribution of the Binary Code as set forth herein shall be a material breach of the terms of this Agreement.

7. No Amendments

This Participation Agreement is in no way intended to modify or supercede the Membership Agreement, which is expressly incorporated herein.

8. Termination.

A termination of the Membership Agreement shall automatically terminate this Participation Agreement and, except as may be expressly set forth in the Membership Agreement, no rights shall survive hereunder.

9. Applicable Law

This Participation Agreement shall be construed and controlled by the laws of the State of New York without reference to conflict of laws principles.

10. Participation Level

Company elects to participate in the Working Group at the following level, as described in Exhibit A (check one):

- Participating Member
- Steering Committee Member

Company Working Group dues will be \$\_\_\_\_\_.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

ECLIPSE FOUNDATION, INC.

COMPANY:

102 Centerpointe Drive  
Ottawa, ON, Canada, K2G 6B1

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
*(please print)*

Name: \_\_\_\_\_  
*(please print)*

Title: \_\_\_\_\_

Title: \_\_\_\_\_



EXHIBIT A

PARTICIPATION FEE

The Participation Fee applicable to Company shall be based on Company's role (either (i) or (ii) in the table below) in Polarsys, and the prior fiscal year's total annual revenue of Company, which includes the revenue for all any of such Company's Affiliates (other than those Affiliates which have independently entered into this Agreement prior to the Effective Date), as outlined in the table below.

(i) Participation Fees

<b>Annual Revenue</b>	<b>Total</b>
>\$250 million	\$30.000
>\$100 million <= \$250 million	\$25.000
>\$50 million <= \$100 million	\$20.000
>\$10 million <= \$50 million	\$15.000
<\$10 million	\$10.000
<\$1 million & < 10 employees	\$3.000

(ii) Steering Committee Participation Fees

<b>Annual Revenue</b>	<b>Total</b>
>\$250 million	\$50.000
>\$100 million <= \$250 million	\$45.000
>\$50 million <= \$100 million	\$40.000
>\$10 million <= \$50 million	\$27.500
<\$10 million	\$25.000

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EXHIBIT B  
MEMBERSHIP AGREEMENT



EXHIBIT C  
WORKING GROUP CHARTER



EXHIBIT D  
LOGO AGREEMENT

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