

## OSGi Alliance Supporter Agreement

You must agree to the OSGi Alliance Supporter Agreement below to apply for Supporter status.

This agreement is between the OSGi Alliance ("OSGi") and the Supporter as identified in the Online Registration form.

Company acknowledges and agrees that its status as a Supporter and/or its participation in OSGi is subject to the Articles of Incorporation and Corporate Bylaws of OSGi, as may be amended from time to time. Supporter shall bear all its own costs and expenses related to and/or in connection with its participation in OSGi and Supporter shall have no right of reimbursement from OSGi whatsoever. The rights, privileges and obligations of Supporter shall be determined by the Board of Directors and not by Supporter. It is envisioned that Supporter will be invited to participate in public portions of OSGi meetings; however, the Board of Directors will solely determine Supporter's rights, duties, privileges and obligations. This Supporter Agreement and any and all rights hereunder may be terminated by OSGi upon notice for any reason or no reason at all.

Supporter agrees that OSGi shall have the right to list the Supporter's name and corporate description on OSGi's web site and advertising and promotion materials. Except as provided above, or as may be allowed pursuant to written instructions or guidelines issued by either party, neither party shall use the name or any trademark or logo of the other party without such other party's prior written consent.

License to the Mark "OSGi Alliance"



OSGi hereby grants to Supporter a royalty-free, nonexclusive, nontransferable, non-sub-licensable, limited license, for the term of this Agreement, to use the mark "OSGi Alliance" exclusively to promote, educate, share and disseminate information relating to OSGi technology, and to inform various parties of Company's support of OSGi technology. The licensed use does not extend to the use of the mark "OSGi Alliance" in connection with the sale of goods or services, or otherwise in order to promote any for-profit commercial enterprise undertaken by Supporter. All rights, title, and interest in and to the trademark "OSGi" and any other trademarks or logos of the OSGi Alliance, other than Supporter's right to use the mark "OSGi Alliance" during the term of this Agreement as described in this Agreement, shall remain with the OSGi Alliance. Use of the mark "OSGi Alliance" by Supporter shall not confer upon Supporter any right, title, or interest in or to the mark or any other of OSGi trademark.

### Disclaimers and Limitations

SUPPORTER ACKNOWLEDGES ITS PARTICIPATION IN OSGI IS SOLELY AT SUPPORTER'S OWN RISK AND SUBJECT TO THIS AGREEMENT. IN NO EVENT SHALL OSGI BE LIABLE OR OBLIGATED TO SUPPORTER OR ANY THIRD PARTY IN ANY MANNER FOR ANY SPECIAL, NON-COMPENSATORY, CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST REVENUE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF OSGI HAS BEEN INFORMED OF OR IS AWARE OF THE POSSIBILITY

OF ANY SUCH DAMAGES IN ADVANCE. IN NO EVENT SHALL OSGI BE LIABLE OR OBLIGATED TO SUPPORTER OR ANY THIRD PARTY IN ANY MANNER FOR ANY DIRECT DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF OSGI HAS BEEN INFORMED OF OR IS AWARE OF THE POSSIBILITY OF ANY SUCH DIRECT DAMAGES IN ADVANCE. THE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES AVAILABLE TO MEMBER. SUPPORTER ACKNOWLEDGES AND AGREES THAT IT HAS FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FINDS IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN SUPPORTER AND OSGI. SUPPORTER FURTHER ACKNOWLEDGES AND AGREES THAT OSGI WOULD NOT HAVE PERMITTED COMPANY TO BECOME A SUPPORTER OF OSGI UNLESS THE RECIPIENT FULLY AGREED TO THE LIMITATIONS SET FORTH ABOVE.

OSGI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SOFTWARE, DOCUMENTATION, INTERFACES, SAMPLE IMPLEMENTATIONS OR ANY OTHER ITEMS PROVIDED OR MADE AVAILABLE TO SUPPORTER, OSGI OR ANY OF ITS MEMBERS, OR WITH RESPECT TO ANY DELIVERABLE OR DRAFT DELIVERABLE APPROVED, PROMOTED OR ENDORSED BY OSGI OR ITS MEMBERS INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, MEMBER OR OSGI, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY OF THE FOREGOING ITEMS DO NOT INFRINGE OR CONSTITUTE A MISAPPROPRIATION OF THE PROPRIETARY RIGHTS OF OSGI, OF ANY MEMBER OR OF THIRD PARTIES. SUPPORTER AGREES THAT ALL ITEMS ARE PROVIDED OR MADE AVAILABLE TO SUPPORTER BY OSGI OR ANY OSGI MEMBER IS "AS IS."

#### General terms

If any provision of this Supporter Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other part of this Agreement, but this Agreement shall be construed as not containing the particular provision or provisions held to be invalid or unenforceable. No delay or omission by either party to exercise any right occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained. Nothing set forth in this Agreement shall be deemed or construed to render the parties as joint venturers, partners or employer and employee. This Agreement, together with any documents referenced herein, sets forth the entire, final and exclusive agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties. This Agreement may be modified only pursuant to a writing executed by authorized representatives of OSGi and Supporter. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the State of California (excluding any conflict of laws provisions of the State of California that would refer to and apply the substantive laws of another jurisdiction). MEMBER CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE FEDERAL AND STATE COURTS AND VENUE LOCATED IN SAN FRANCISCO, CALIFORNIA BY SIGNING THIS AGREEMENT, SUPPORTER AGREES TO ALL OF THE FOREGOING TERMS AND CONDITIONS. IF COMPANY DOES NOT AGREE TO THESE TERMS AND CONDITIONS,

COMPANY SHALL NOT SUBMIT THIS AGREEMENT AND WILL NOT BE CONSIDERED AN OSGi SUPPORTER.

Please provide the below information (bold entries are mandatory, sign the form and send to [help@OSGi.org](mailto:help@OSGi.org) or fax to +1.925.886.3696.

<b>Company Name:</b>	
<b>Company Website:</b>	
<b>What is your company's focus?:</b>	
<b>Address:</b>	
Address 2:	
<b>City:</b>	
<b>State/Province:</b>	
<b>Postal Code:</b>	
<b>Country:</b>	
<b>Company Main Phone:</b>	
<b>Company Main Fax:</b>	
<b>Primary Contact</b>	
<b>First Name:</b>	
<b>Last Name:</b>	
<b>Job Title:</b>	
<b>Business Phone:</b>	
Mobile Phone:	
<b>Primary Email:</b>	
Alternate Contact	
First Name:	
Last Name:	
Job Title:	
Business Phone:	
Email:	

Company name:	_____
By:	_____
Name:	_____
Title:	_____