

WS Test Forum Participation Agreement
2007/10/15

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Welcome to the WS Test Forum ("Forum"). The purpose of the Forum is to foster broader interoperability between Web Services implementations through the availability of richer and more robust interoperability testing environments. You (and your company if you are participating on behalf of a company, are collectively referred to as "You") may participate in the Forum by (i) taking part in the discussions; (ii) receiving information via the mailing list; (iii) joining in the development of test scenarios, test protocols, white papers, or other materials by the Forum (collectively "Output"); (iv) providing comments on the Web Services specifications being tested; and (v) testing the interoperability of Your Web Services implementations. Participants may join the Forum according to the rules and processes described in the WS Test Forum Charter ("Charter"); in particular, a participant may join and participate as an "Individual" (not representing a company) only if they are not employed by a company with any business interest in Web Service specifications or technology. Any material submitted by You to the Forum (including via email, documents, or any other copyrightable material provided to the Forum) are referred to herein as "Contributions" and are licensed as described below.

Although confidential information is not to be exchanged within the Forum, You are expected to respect the privacy of others regarding the testing of Web Services implementations because, for example, other participants may be working with pre-release code. Results of the testing are not intended to be publicly posted outside of the Forum. By participating in the Forum, You agree not to disclose, comment on or otherwise characterize, in any manner except as permitted herein, any information pertaining to the activities in the 'private' portion of the Forum. This includes information about (including the existence of) scenarios and testing activities. However, this does not include information that has been made 'public' by the Forum (e.g. published scenario documents). Notwithstanding the above, You are free to issue individual press releases that discuss Your general involvement in the Forum. While You understand that You are not liable for monetary damages (direct, indirect, consequential, or otherwise), if You disclose information in violation of Your agreement above, the Forum may terminate Your participation in the WS Test Forum.

If you have any comments related to the Web Services specifications being tested, You are encouraged to submit them to the standards body developing the specifications or to their authors. For any Contributions provided to the Forum, You grant to all other participants in the Forum a non-exclusive, non-transferable, worldwide, perpetual, irrevocable, royalty-free copyright license to copy, publish, license, modify, distribute and otherwise exploit Your Contribution for use in any Output being developed by the Forum or in any specification being tested in the Forum, including any derivative works of them; provided however, that such license shall not include any license to use Your or Your company's name, likeness, logos, trademarks, trade names, service marks or service names. Likewise, if incorporation of Your Contributions into Output or into a specification being tested in the Forum would cause an implementation of such Output or specification (as subsequently modified by the owners of the specification or a Standards Organization if it has been submitted) to infringe a patent or patent application that You own or control, You commit to grant to all implementers of such Output or specification a Royalty-Free license on reasonable and non-discriminatory terms under such patent or patent application to make, have made, use, sell, offer for sale, and import products or services that implement such Output or specification. You warrant that: (a) to the best of Your knowledge You have the right to provide these Contributions, and if You are providing Contributions on behalf of a company, You have the right to provide such Contributions on behalf of that company; (b) the Contributions are not confidential to You and do not violate the copyright or trade secret interests of another; (c) to the best of Your knowledge use of the Contributions would not cause an implementation of Output or the specification (as modified) to infringe any third-party patent or patent application known to You; and (d) if You are joining or participating as an Individual, that You are not employed by a company with any business interest in Web Service specifications or technology. You also acknowledge that no member of the Forum is required to incorporate Your Contributions into any Output or any version of a specification.

You agree that this Agreement may be amended under the process described in the Charter and that, subject to the required notice period, any new version of this Agreement will be binding on You unless You resign from the Forum prior to the effective date of such amendment.

Name of Individual authorized to sign on behalf of Company/Organization
(or name of Participant if joining as an Individual)

Title of Individual authorized to sign on behalf of Company/Organization (or "N/A" if joining as an Individual)

Company/Organization represented by authorized Individual (or "N/A" if joining as an Individual)

Signature

Date