

## MEMBERSHIP BENEFITS AND TERMS 1/2009

### Co-operation Presentation

1. The Association forms a co-operation by businesses, public bodies and other entities regarding use of open source and similar software to facilitate and to generally promote the use and benefits of such software and other goals of the Association.

The Association produces validation reports from open source and similar software in relation to use of such software by its members. The validation is carried out in accordance with a specification and validation models defined by the Association. Currently the validation is mostly legal, but validation includes some other elements too. The validation process, specifications and models are continuously developed.

The Association has founding members, ordinary members and new members, as detailed in the Articles of Association. The rights of all members are equal except to the extent explicitly specified either (i) in these membership benefits and terms or (ii) in the Articles of Association, to the contrary. The members are listed on the web page of the Association.

### Validation Reports

2. Each member has a right to access all the validation reports produced by the Association. Prior to development of a possible extranet-functionality, a list of validated software is available to all members upon request. A member with revenue of EUR 100 Million / year or more, has the right to offer same access as it has to the validation reports, to any companies belonging to the same group with the member (group companies do not need to be members separately).

3. A member may use the validation reports in its internal activity. Furthermore, a member may use the reports in customer projects, where the member delivers to customer the software that has been validated or a substitute to such software or system that uses such software or substitute. Use in a customer project includes producing a copy of the report and delivering it to the customer together with or separately from the software and also in preparation for a software project or potential project. The customer is not granted any separate right to use the report and thus the customer's right is limited by copyright legislation to using the copy obtained from the member and the customer may not produce additional copies (apart of standard management

processes of the customer) or distribute the report.

4. Members may modify report copies for the uses stated in section 3 above. However, modifications shall be done so that it is clear from the modified report that it has been modified by the member. Members may also copy parts of the reports and include them into their other documentation that relates to the validated software.

### Member's Right to Validation Work

5. Each member has the right to order validation work in an amount determined by its membership fee ("Standard Validation Work").

6. In addition, each member may order additional validation work in amounts desired by the member. Availability of working resources should be first checked by the member to ensure suitable allocation of working resources in relation to a member's needs.

7. A member may use the validation work in his quota during a six months running period. After that period, unused validation work is allocated to non-member specific validation work decided by the Association or other work of the Association (such as giving feedback to open source software projects).

8. Legal validation work is purchased by the Association from a qualified law firm with personnel having suitable education and experience for the tasks at hand in order to produce validation reports in a professional manner with due diligence and in accordance with the validation specification.

It is the responsibility of each member to review the reports produced by the Association and to make the conclusions and possible risk appreciations suitable to the member's business and other needs.

### Discussion Forum

9. Each member is entitled to participate in a discussion forum on open source best practices. Depending on member participation and the Associations decisions, the forum is organised once every one or two months.

### Member Obligations and Fees

10. Each member is obliged to pay a membership fee. Membership fees are currently carried monthly and they depend on the yearly revenue of a member. The latest approved annual accounts

of the member are used to determine the membership fee. The membership fee entitles to Standard Validation Work, right to access all the validation reports, the discussion forum and other benefits, as the case may be.

11. Membership fees and other fees are as follows:

Membership Fee

Revenue	Membership Fee	Standard Validation Work
EUR100 M /year or more	EUR 740 /month	6 days / 6 months
EUR 10 - 100 M /year	EUR 360 / month	3 days / 6 months
EUR 2-10 M /year	EUR 150 /month	6 hours / 6 months
EUR 0-2 M /year or less	EUR 60 /month	2 hours / 6 months

Additional days of work may be ordered at the following rates:

- if validation work is increased continuously (e.g. from 1 day / month to 2 days / month) the increase is charged at a rate of EUR 740/day (or EUR 105/hour); and
- if additional validation work is ordered on an ad-hoc basis, for one-time, the work is charged at EUR 940/day.

The Association may change these fees, as it changes these terms. It should be noted that these fees reflect a start of project situation where a Tekes-subsidy has been granted for the development of the co-operation model. The validation work as such is not subsidised, but the development of the working model is subsidised and thus general work around the model is not charged from members. If the Tekes-subsidy is changed or it is withdrawn or when the subsidy terminates, these fees and/or the work amounts will have to be evaluated from that perspective too.

One day of work includes a full working day of eight hours less statutory breaks of one hour. All amounts are expressed without value added tax which will be added to the fees.

12. Members should be active in relation to the Association to support the co-operative mode of the Association and to benefit all members.

13. Each member shall nominate at least one contact person. Members are not obliged to give information to the Association, but members

should have active contact persons who give feedback to the Association.

**Openness and Publicity**

14. The increase in the number of members is in the interest of all members and the goals of the Association in order to produce a validation database of as much value as possible for the members. The members are encouraged to tell others of the Association. The existence and the idea of the co-operation formed by the Association are open to everyone, but the validation reports are accessible only to members. Validation reports are confidential with respect to third parties.

15. Membership information (the list of members) is public information and will be maintained at the website of the Association. Individual contacts will not be stated on the website.

**Termination of the Membership**

16. A member may terminate its membership at any time by giving written notice to the Association. The obligation to pay the membership fees terminates at the end of the month during which the notice of termination was received by the Association. However, if a member has used Standard Validation Work within its quota more than the amounts the member has paid for, then the obligation to pay the membership fee terminates, once the member has paid so many membership fees to cover for the used Standard Validation Work. (E.g. a member may have used six days of Standard Validation Work and have only paid three monthly fees, each entitling to one day of work. If the member terminates its membership, the payment obligation terminates once the member has paid six monthly fees, thus covering the used six days.)

17. The right to access the validation reports terminates upon termination of membership. However, the right to use the reports in the possession of a member and made with Standard Validation Work and ordered by such member continues perpetually, irrespective of termination. The right to use other validation reports in possession of a member (in accordance with Sections 3 and 4) terminates upon termination of membership, except for (i) founding members, (ii) members who have applied for membership in the Association starting at the latest on 1 March 2009 and (iii) members whose membership has lasted at least 12 months.

The board of the Association may impose a termination period or an adherence fee for new members. In such case, these membership benefits and terms shall be amended. In any

case, a termination period or adherence fee may only be applied to new members and not ordinary members.

**General**

18. Association either holds the copyright, database right and other intellectual property rights to the validation reports or has licensed them with perpetual and irrevocable licenses. Association and its licensors retain all copyright, right to database and other rights to the validation reports as a whole and the data contained within the reports and the report models. The members may not use the validation reports or other material in any other ways than what has been expressly permitted herein.

19. The validation reports are produced in a professional manner with due diligence and in accordance with the validation specification. Should it occur that a validation report does not fulfil these criteria, the Association shall compensate the member who ordered the Standard Validation Work of such faulty report, provided that the member promptly notifies the Association of the fault and the damage incurred. The compensation is equal to the direct damage incurred by such member, however not more than the membership fees of such member for a period of six (6) months. This is the entire liability of the Association towards its members with respect to validation reports. In no event shall the Association be liable for any other damage or loss, whether direct or indirect.

20. The board of the Association decides on these membership benefits and terms taking into account the rules of the Association and applicable law. In connection with an amendment to the terms, the new terms shall enter into force at a time decided by the board, however not before one (1) month has passed from the notification of the changed terms to the members.

21. Finnish law, exclusive of its choice-of-law rules, shall be applied to the membership of members in the Association and the rights and obligations arising thereof and these membership benefits and terms,. Any disputes regarding membership, membership benefits, member obligations or any rights and obligations related thereto or the validity or interpretation of these terms shall be submitted to the Helsinki District Court.

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