

GEPHI CONSORTIUM MEMBERSHIP AGREEMENT

This Membership Agreement is made this _____ day of _____, 201__

And entered into by and between:

Gephi Consortium (the "Consortium") established as a non-profit association, governed by the French law of July 1st, 1901 and the French decree of August 16th, 1901, having its Administrative Headquarter 166, Bd Voltaire, 750011, Paris, France and its Social Headquarters Bd Marechal Leclerc, 38000, Grenoble, France,

AND _____

[] a company incorporated under the laws of, or a sole proprietorship, business, partnership, society, unincorporated association registered under the laws of :

(country) _____,

[] an Individual,

having its registered address at _____

_____ (the "Member"). Consortium and Member will be collectively referred to as the "Parties".

Recitals

WHEREAS, Gephi Consortium is a not-for-profit organization which aims are a) to develop the Gephi open source platform to an industrial grade, b) to nurture the associated code base, c) to facilitate cooperation among its Members, d) to protect the 'Gephi' brand from being abused, and e) to help foster a vibrant eco-system for the exploitation of the Gephi code base.

WHEREAS, Gephi Consortium, builds on the basis of Association Gephi, the former Gephi organization, having decided to adapt its status to create this Consortium.

WHEREAS, Gephi Consortium is open to all kinds of organizations and corporations, large and small, for-profit and not-for-profit, and individual members which want to promote and to improve the ecosystem for the open source Gephi platform.

WHEREAS, the undersigned hereby agrees to become a Member or an Associate Organization of the Gephi Consortium, as defined in the then-current version of the Bylaws as set forth in Appendix 1 (the "Bylaws", which is hereby incorporated into this Agreement by reference, the then current version of which exists at http://consortium.gephi.org/docs/Gephi_Bylaws.pdf) in the Membership status selected by Member in Appendix Four and to conform to all of the applicable terms and conditions set forth herein.

NOW, THEREFORE, GEPHI AND THE MEMBER (OR ASSOCIATE ORGANIZATION) AGREE AS FOLLOWS.

1 Membership Categories

- 1.1 Generally: There shall be three (3) categories of membership in the Consortium: a) Strategic Members, b) Corporate Members, c) Individual Members. For entities which wish to be associated with the Gephi Consortium also recognizes Associate Organizations which is not a Membership Category. Membership Categories are defined by a set of fees, rights and duties (hereafter the "Membership Conditions").

- 1.2 Strategic Members: Strategic Members are legal entities which comply with the Strategic Membership Conditions set forth in Appendix Four of this Agreement.
- 1.3 Corporate Members: Corporate Members are legal entities which comply with the Corporate Membership Conditions set forth in Appendix Four of this Agreement.
- 1.4 Individual Members: Individual Members include individuals such as, without limitation, freelancers, students and technology enthusiasts who meet the requirements of an Individual Member as set forth in Appendix Four of this Agreement.
- 1.5 Associate Organizations: Associate Organizations are entities, such as standards organizations, open source organizations, publishing organizations, not-for-profit organizations and other organization types, that are not eligible or desirous of membership in any category but that wishes to support the aims and objectives of the Consortium as set forth in Section 3.05 of the Bylaws.
- 1.6 Founding Members: Founding Members of the Consortium are set forth in Section 8.10 of the Bylaws.

2 Term and termination

- 2.1 Term: This Agreement becomes effective and shall be dated (the "Effective Date") on the last to occur of: (a) the date upon which it is signed by the Member, and (b) the date upon which the Member's membership fee is received by the Consortium. Except as provided in Sections this Agreement shall automatically renew for successive one-year terms ("Renewal Terms") beginning on each calendar year subject to the rights of termination set forth in Section 3.08 of the then current Bylaws.
- 2.2 Strategic Membership Term: The Initial Term of Strategic Membership ("Initial Term") shall begin on the Effective Date and shall continue in force for three years from the first day of the calendar year in which the Effective Date falls ("Anniversary Date"). Thereafter, this Agreement shall automatically renew for successive one-year terms ("Renewal Terms") subject to the rights of termination set forth in Section 3.08 of the then current Bylaws.
- 2.3 Termination: The Membership of any Member shall terminate in accordance with Section 3.08 of the then current Bylaws. Upon termination of Member's membership, this Membership Agreement shall terminate.
- 2.4 Survival: In the event of termination under Section 3.3, the following paragraphs 3.2, 3.3 and 3.4 shall survive and remain in effect. Member shall be obligated to pay all costs, expenses and dues that accrued prior to the effective date of termination.

3 Rights and obligation

- 3.1 Intellectual Property Policy: The Parties agree to abide by the Intellectual Property Policy as set forth in Section 8.01 of the Bylaws.
- 3.2 Compliance with policies: Member agrees to abide by all applicable rules of conduct and policies

as set forth in the then current Bylaws, IP Policy, Book of Procedures and any and all other policies and procedures adopted and as may be amended from time to time in accordance with the Bylaws.

- 3.3 Fees, Dues: Member agrees to pay the annual fees established for its Membership Category, if any, as set forth in Appendix Four hereto, as may be amended from time to time in accordance with the then current Bylaws. Any Officer (as defined in Appendix Two) contributed by a Strategic Member to work in the Managements will be fully compensated by such Strategic Member and not by the Consortium.
- 3.4 Cost and Expenses: Each Member shall bear all of its own costs and expenses related to membership in the Consortium including, but not limited to, compensation payable to Member's employees and consultants and all travel and other expenses associated with Member's participation in the Consortium's activities including but not limited to Activities as set forth in Section 2.02 of the Bylaws, meetings and conferences.
- 3.5 Use of Names, Publicity: Any Member may disclose and publicize such Member's Membership in the Consortium, within guidelines proposed by the Consortium as set forth in Section 8.04 of the Bylaws. Member shall assist the Consortium in publicly announcing such new Member's membership therein within ninety (90) of the Effective Date of this Agreement.
- 3.6 Non liability: No Member shall be liable for the debts, liabilities, or obligations of this Association merely by reason of being a Member.

4 General Provisions

- 4.1 Authority to Execute: Member hereby represents and warrants to the Consortium that a) it has full right, power and authority to enter into and execute this Agreement, b) it has taken all actions necessary to authorize it to enter into and perform its obligations under this Agreement.
- 4.2 Entire Agreement: This Agreement, its Appendix attached hereto and the documents referred to herein, constitute the entire agreement between the Parties, and supersede all prior agreements, understandings and negotiations, with respect to the subject matter hereof.
- 4.3 Amendment: The Consortium may from time to time modify the terms of this Agreement in accordance with the Bylaws. Unless Member objects to the revised agreement in writing to the Consortium within thirty (30) days of receiving notice of the change, Member will be deemed to have accepted the terms of the revised Agreement and the as-revised Agreement will take effect and be binding on both Parties at the end of Member's thirty (30) day objection period. Amendments shall be prospective only unless agreed to otherwise by Member and the Consortium.
- 4.4 Assignment: Neither this Agreement nor any rights hereof, in whole or in part, are assignable by Member without the prior written consent of the Consortium as set forth in Section 3.11 of the Bylaws.
- 4.5 Confidentiality: All information exchanged between the member and the Consortium shall be considered non-confidential and provided under terms consistent with the Consortium's IP Policy. In the event confidential information needs to be shared, such confidential information shall be disclosed pursuant to a confidentiality agreement entered into by the participants in such

disclosure.

- 4.6 Disclaimer of Warranty: EXCEPT AS OTHERWISE AGREED IN WRITING, ALL INFORMATION PROVIDED UNDER THIS AGREEMENT, IS PROVIDED ON AN "AS IS" BASIS, WITH NO WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, ACCURACY, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4.7 Disclaimer of Liabilities: IN NO EVENT SHALL EITHER THE ASSOCIATION NOR MEMBER BE LIABLE TO EACH OTHER OR ANY OTHER MEMBER OR THIRD PARTY FOR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, MONETARY DAMAGES, LOST PROFITS LOST REVENUE, LOST SALES, LOSS OF DATA, LOSS OF USE.
- 4.8 Relationship of Parties: This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties. Nothing in this Agreement shall be construed to prohibit or restrain the entry by any Member into any separate contract or agreement with other Members or third parties on any terms.
- 4.9 Force Majeure: Notwithstanding anything in these conditions to the contrary neither the Consortium nor the Member shall be liable to each other for any loss or damage consequential or otherwise caused by or arising out of any Act of Parliament, Order in Council, Act of State, strike of employees, lock out, trade dispute, enemy action, rioting, civil commotion, fire, force majeure, or other similar contingency beyond the control of either of them.
- 4.10 Governing Law: This agreement shall be governed by laws of France as set forth in section 8.07 of the Bylaws, the Parties consenting to the jurisdiction and venue of the Tribunal de Commerce de Paris, France.
- 4.11 Legal Compliance: As set forth in Section 8.05 of the Bylaws, Members agree to comply at all times with all applicable laws, rules and regulations with respect to their performance under the Bylaws. The Members understand that in certain lines of business they may be competitors and that it is imperative that they and their representatives act in a manner which does not violate any applicable antitrust law and regulation.
- 4.12 Headings: The headings to the sections hereof are for reference purposes only and shall not be used in the interpretation of the content of this document.
- 4.13 No other rights granted: No other license to any patent, trade mark, copyright or other proprietary right is granted in this Agreement or through any disclosure hereof except where expressly stated.
- 4.14 Entire Agreement: This Agreement, together with Appendix 1, 2, 3 and 4 embodies the entire understanding between the Consortium and the Member for the Member's participation in the Consortium, and cancels and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to its subject matter.
- 4.15 Counterparts: This Agreement may be executed in one or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original, but collectively shall

constitute one and the same Agreement.

APPENDIX ONE

[BYLAWS]

APPENDIX TWO

OFFICERS CONTRIBUTED BY STRATEGIC MEMBERS

For the purpose of this Agreement, Officers are defined as permanent members of the Management Office as set forth in Article VI of the then-current Bylaws. Strategic Members agree to commit for three years and on full-time basis at least one (1) Officer assigned to work in either or both the Management Office and one of the Councils (as set forth in Section 6.02 of the Bylaws) under the managerial authority of the CEO of the Consortium.

APPENDIX THREE

LORGS and SMORGS DEFINITIONS

For the purpose of this agreement, Large Organizations (LORGS) and Small and Medium Size Organizations (SMORGS) are defined according to the European Commission definition which can be found at http://europa.eu/legislation_summaries/enterprise/business_environment/n26026_en.htm .

ACADEMIC INSTITUTIONS

For the purpose of the agreement, Academic Institutions (Academia) are defined as an educational institution dedicated to education and research, which grants academic degrees.

RESEARCH LABORATORIES

For the purpose of the agreement, Research Laboratories (Labs) are defined as a social structure providing facilities for research activities. It may be affiliated to an university, an academic institution or a governmental research organization.

APPENDIX FOUR

MEMBERSHIP CONDITIONS

		Strategic Membership	Corporate Membership	Individual Membership	Associate Organization
Membership Fee Structure*	Annual Fee	€10,000 3-year commitment	€3,000 1-year commitment	€45	free
	Special Conditions	Micro, SMORGs and Academia may become Strategic Member by cooptation by the Board of Directors.		-	-
Membership Rights	Board of Directors	One seat by right	Through representation: As many representatives as Strategic Members.	One representative	-
	General Assembly	Voting right	Voting right	Voting right	-
	Councils	Eligible to chair a Council. Entitled to participate in any Council.	Entitled to participate in any Council.	Entitled to participate in any Council.	-
	Projects	Eligible to lead any Project. Entitled to participate in any Project Mgt Team.	Eligible to lead any Project. Entitled to participate in any Project Mgt Team.	Eligible to lead any Project. Entitled to participate in any Project Mgt Team.	-
	Development Programs	Eligible to lead any Dev. Program	Eligible to lead any Dev. Program	Eligible to lead any Dev. Program	Eligible to lead any Dev. Program
	Membership Duties	Board of Directors	Must appoint one Director	-	-
	Development Programs	Must appoint at least one contributor to at least one Development Program	-	-	-

Please select applicable membership status:

- [] Strategic Membership, represented by (name): _____
- [] Corporate Membership - LORGs, represented by (name): _____
- [] Corporate Membership – SMORGs, represented by (name): _____
- [] Corporate Membership – MICRO represented by (name): _____
- [] Corporate Membership – Academia, represented by (name): _____
- [] Corporate Membership – Research Lab., represented by (name): _____
- [] Individual Membership
- [] Associate Organization, represented by (name): _____

Billing address if different from the address mentioned above

Signed by

Gephi Consortium

Date:

Represented by (Name):

Signature:

The Member (or Associate Organization)

Date:

Organization Name (if applicable):

Represented by (Name):

Signature:
