

Cooperation Agreement on mutual membership between organizations

between

Open Source Automation Development Lab (OSADL) eG, Im Neuenheimer Feld 583, 69120 Heidelberg, Germany, represented by a Director or General Manager

– in the following “OSADL“ –

and

_____, **represented by**

– in the following “Partner” or “Cooperation Partner” –

Preamble

The partners of this agreement are organizations whose members develop Open Source software or use it in products and who provide support services for their members. The partners enter into this cooperation agreement in the interest of their respective members in order to i) be able to use the support services of the other partner themselves and ii) to achieve a network effect among all members.

The partners of this agreement agree that the membership with the other partner is independent of the membership of the respective members and does not affect the legal position of the members. Thus, services may not be forwarded to the respective members unless explicitly permitted.

1 Subject of this agreement

The subject of this agreement is the regulation of the conditions for mutual membership. The acquisition and structuring of membership is governed by the related articles in the by-laws of the Cooperation Partner or of OSADL. Deviating from these regulations, this cooperation agreement creates direct rights and obligations that go beyond the rights and obligations according to the by-laws.

2 Membership

- 2.1 The Cooperation Partner may, at its own choice, either become a **Regular Cooperative Member** of OSADL and acquire shares in accordance with the general regulations of the respective current version of OSADL's by-laws or, alternatively, become an **Associate Member** with cost-neutral offsetting of membership fees without the acquisition of shares. The choice of membership shall be indicated on the signature page of this agreement.
- 2.2 OSADL can become a member of the Cooperation Partner according to the general regulations in the by-laws of the latter. If the Cooperation Partner becomes an associate member, OSADL is obliged to become a member of the Cooperation Partner. If in this case a separate process is required for the establishment of OSADL's membership with the Cooperation Partner, OSADL shall initiate this process immediately upon receipt of this Cooperation Agreement signed by the Cooperation Partner, and this Cooperation Agreement shall not become effective until OSADL's membership with the Cooperation Partner has been legally established for at least the same period as the Cooperation Partner's membership in OSADL.

3 Membership fees

- 3.1 As a member, OSADL owes the Cooperation Partner the membership fee provided for in its by-laws or in its implementing regulations (e.g. rules of procedure or contribution regulations).
- 3.2 The Cooperation Partner owes OSADL the annual membership fee as a regular cooperative member (currently: EUR 8.000.- per share). If the Cooperation Partner becomes an associate member, the Cooperation Partner owes OSADL, in deviation from 3.1, an annual membership fee in the amount of the membership fee to be paid by OSADL to the Cooperation Partner. In this case, the membership fees can be offset against each other, and OSADL and the Cooperation Partner will issue corresponding invoices in the same amount to each other.

4 Utilization of services

- 4.1 The partners of this agreement may mutually avail themselves of the benefits on the same conditions as they grant to their own members. If the Cooperation Partner becomes an associate member of OSADL, the benefits that the Cooperation Partner can claim are limited to the benefits for other associate members (current overview attached as annex). These

benefits are essentially the same as the benefits that a regular cooperative member can also enjoy, but without the right to vote in the OSADL General Assembly.

- 4.2 The members of the partners of this agreement are not entitled to any direct rights and obligations from the mutual membership. The partners are not entitled to make exclusive information or documents obtained through the respective membership with the other partner available to their own members.

5 Termination of the membership

- 5.1 The termination of the membership of one partner of this cooperation agreement does not automatically lead to the termination of the membership of the other partner. However, a unilateral termination of this cooperation agreement constitutes an extraordinary reason, which entitles the partner to terminate the membership with OSADL without notice or OSADL to terminate the membership with the Cooperation Partner, respectively. If the Cooperation Partner becomes a regular cooperative member of OSADL, termination is only possible on the basis of the regulations in the OSADL by-laws and the German Cooperatives Act.
- 5.2 If no mutual membership of the partners continues on the basis of this agreement, the partner whose membership continues shall, in deviation from clause 3, pay the usual membership fee for the period after the mutual membership.

6 General provisions

- 6.1 This agreement contains all regulations between the partners, insofar as no reference is made to supplementary agreements; there are no ancillary agreements.
- 6.2 All amendments, additions and terminations to this agreement must be in writing, as must any waiver of this written form requirement.
- 6.3 Should individual provisions of this agreement be or become invalid, this shall not affect the validity of the remaining provisions. The ineffective provision shall be replaced by a substitute provision that comes as close as possible to the purpose intended by the ineffective provision; the same shall apply in the event of a gap.
- 6.4 German law is applicable to this agreement. Mannheim, Germany is chosen as the place of jurisdiction.

7 Type of Membership

7.1 The Cooperation Partner requests according to section 2.1 of this agreement

- Regular membership in the OSADL cooperative with ___ shares
- Associate OSADL membership with cost-neutral offsetting of membership fees

8 Signatures

Cooperation Partner

Signature: _____

Name: _____

Place, date: _____

OSADL

Signature: _____

Name: _____

Place, date: _____

Annex: Overview on benefits of associate OSADL members

OSADL BENEFITS AT A GLANCE	For members free of charge or discounted	Availability for non-members
TECHNICAL SERVICES		
Software development		
Open Source software and documents developed by OSADL	✓	✓**
Sustainable adaptation of Open Source and Linux to the needs of industry	✓	✓**
Software consulting and support with respect to embedded and real-time Linux	✓	€
Quality assessment in the OSADL QA Farm		
Quality assurance of a company's embedded systems	✓	€
Full web access to the complete data base of monitoring results of embedded Linux systems	✓	✗
Real-time Linux services		
Optimization of the real-time capabilities of a company's systems	✓	€
Selection of the most suitable real-time system for a given purpose	✓	✓**
"Latency fighting" services using OSADL add-on patches	✓	€
Project management		
Proposing OSADL Open Source software projects on security, safety and other topics	✓	✗
Participation in OSADL projects such as OPC UA PubSub over TSN or SIL2LinuxMP etc.	✓	✗
LEGAL SERVICES		
Legal advice through OSADL's general counsel		
OSADL FOSS legal knowledge database (FAQ and legal assessments)	✓	✗
OSADL license checklists	✓	✓**
Business processes for legal compliance		
OSADL Open Source policy template	✓	✓**
Scanning support	✓	€
Certificates		
OSADL License Compliance Audit (LCA)	✓	€
Support for OpenChain certification	✓	€
SEMINARS & WORKSHOPS		
Participation at conferences, seminars and workshops organized by OSADL	✓	€
Organization and support of in-house training courses and product presentations	✓	✗
Networking with other OSADL member companies, e.g. at the OSADL Networking Days/Weeks	✓	✗
OTHER		
Possibility to showcase company products at selected international trade fairs	✓	✗
Exclusive rights to use OSADL's registered trademarks and designs	✓	✗
Active shaping the OSADL business strategies (active and passive voting rights at the OSADL General Assembly* and voting on projects)	✓	✗

*Regular cooperative members only

**Only as long as there are sufficient paying members