MEMBERS AGREEMENT
FOR THE EVENT PROCESSING TECHNICAL SOCIETY

This Members Agreement (the "Agreement") for the Event Processing Technical Society (EPTS) (the "Society") is entered by and among the Members (as defined below).

Background

A. The Members, believing each other to have complementary expertise in the area of "event processing" and have demonstrated a willingness to devote resources to promote the understanding of the "event processing" area and its potential impact, sponsor community-wide workgroups, encourage academic research in this area, sponsor meetings and conferences and serve as a catalyst to the growth and understanding of the area by the general technical business community.

B. The Members wish to develop, with the aid of others in the industry, an Event Processing Technical Society roadmap, specifications, scenarios, and other relevant material that can be used to define and promote the adoption of Event Processing technologies and techniques.

C. The Members do not wish that the EPTS become a standards organization and expect that specifications developed by EPTS will be submitted to an existing Standards body, such as the W3C, ECMA, OASIS, IETF, or any other appropriate standards setting organization approved by the Steering Committee.

D. The Members wish to encourage broad industry use of the EPTS terminology, specifications and other materials.

Agreement

1. Definitions

1.1 "Affiliate" means any entity that is directly or indirectly controlled by, under common control with or that controls the subject party. For purposes of this definition control means direct or indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity.

1.2 "Approved" means, when referring to Material, that the Material in question has been approved by the Working Group that created it and by the Steering Committee pursuant to the requirements of this Agreement.

1.3 "Contribution" means any work of authorship, including any modifications or additions to an existing work, that is submitted to the Society for inclusion in any Material. For the purposes of this definition, "submitted" means any form of electronic or written communication sent to the Society or its representatives, including but not limited to communication on electronic mailing lists, wikis, and other systems that are managed by, or on behalf of, the Society for the purpose of developing, discussing, or distributing Material.

1.4 "Effective Date" for each Member shall mean the effective date provided in Section 3.1 and for the EPTS as a whole shall mean the earliest date when at least two Members Agreements are effective.

1.5 "Material" means roadmaps, Specifications and such other works of authorship developed within or contributed to the Society.

1.6 "Members" means the entities which have signed the Members Agreement and whose membership in the EPTS has been approved in accordance with Section 3.1, but only during the term

that their specific Members Agreement remains in force.

1.7 "Purpose" means a.) the development and understanding of the industry requirements for event processing; b.) producing any required deliverables such as a reference architecture, functional requirements, required standards or standards extensions, specifications or specification extensions as inputs to standards bodies; and c.) the promotion of an awareness of event processing within the user community.

1.8 "Specification" means a document that prescribes, in a complete, precise, and verifiable manner, the requirements, behavior, and interfaces of a software system or component or the method by which multiple Specifications should be used together to provide an interoperable development or runtime environment for event processing technologies and techniques.

1.9 "Working Group" means a committee of Member representatives who work to develop Material for approval under the terms of this Agreement.

2. Steering Committee

2.1 Formation of Steering Committee.

(a) The Initial EPTS Steering Committee includes the following 10 members, each representing a specific membership category as noted below:

Four (4) Large Enterprise Software Vendor Representatives:

IBM (Opher Etzion), Oracle (Shailendra Mishra), Plus 2 companies to be determined;

Two (2) Medium Enterprise Software Vendor Representatives:

Progress Software (Mark Palmer), TIBCO (Alan Lundberg);

Two (2) Small Enterprise Software Vendor Representatives:

Coral8 (John Morrell), Streambase (Bill Hobbib);

One (1) Analysts Representative:

Gartner (Roy Schulte); and

One (1) Individual Representative:

Professor David Luckham from Stanford University.

*Note: Prior to the first Steering Committee meeting, should it become necessary, members listed above may designate a replacement.

This membership may be increased to add an additional Analyst and/or one additional individual member with a three-fourths approval of the Steering Committee.

(b) This Steering Committee will be responsible for managing and guiding the activities, approving the Working Group results, and handling the EPTS relations with other organizations. The initial Steering Committee members will serve two year terms. Prior to the end of this initial term (or any extended initial term described below), the Steering Committee shall examine the goals and structures of the EPTS, its accomplishments, and any recommendations for change and will report these results to the Membership no later than two months prior to the end of the initial term. Upon a two-thirds vote of the Membership all of the initial Steering Committee member terms may be extended as of the end of the initial term (or any extended initial term) by one additional year. Absent such extension, Steering Committee members will be elected by majority Member vote thereafter as described below.

(c) Voting for Steering Committee membership will occur annually, with each member serving a two year term and half the seats being elected each year.

(d) Should one or more of the Steering Committee members leave the group, the remaining members of the Steering Committee will, through majority vote, decide on whether or not, and how, a replacement will be named. Reasonable attempts will be made to maintain the Large, Medium, Small

Vendor and the Analyst, Individual membership ratio. In the interim period, the requirements for voting, as stated herein, will be determined by the total number of members active at time of the vote. Except as documented above, permanent changes in the ratios of the above listed groups which make up the Steering Committee must be approved according to the terms documented in Section 6.2 "Modification of the terms of this Agreement".

2.2 Conducting Steering Committee Business. The Steering Committee shall elect by majority vote every two years, a Chair from its representatives to schedule and run meetings, to call for voting and to establish meeting agendas. The Steering Committee shall meet, in person, by phone, or electronically, at least once per month. Unless otherwise specified, decisions of the Steering Committee require agreement of two-thirds of the total number of representatives. Except for decisions that require the approval of the entire Membership in this Agreement, the Steering Committee is empowered to make all decisions regarding the Society in furtherance of the Purpose defined above.

2.3 EPTS Finances. Each Member will bear its own costs and expenses in connection with its performance under this Agreement, including, without limitation, compensation of its employees, and all travel and living expenses associated with any Member's participation in any meetings and conferences called in connection with this Agreement or any other activities of the Society. The Members intend to operate the Society in such a way that the expense associated with the Society activities is reasonably shared among the Members. However, the Steering Committee may determine that certain expenses need to be centrally managed. If so, the Steering Committee will adopt a budget and establish periodic dues to be paid by the Members. The Steering Committee may appoint a Member or a third party to manage the budget, collect the dues, and pay approved expenses. If a third party is appointed, the budget shall include a reasonable fee to be paid to that third party for such services.

3. Members

3.1 New Members. Consistent with Section 6.1, membership in the Society is intended to be broadly available to all organizations or individuals with a demonstrated interest and commitment to the Purpose. If employed or contracted individuals participate in EPTS activities, they shall be deemed to represent their employers or other sponsors, who shall be required to comply with the commitments outlined herein and in the associated IP Policy. Such employees or contractors agree that they are authorized to commit their employers/contractors. Applications for Membership must be submitted to the Steering Committee. An application for membership shall be accepted if the applicant can demonstrate to the Steering Committee's satisfaction that it intends to support and promote the Purpose. The Effective Date of an accepted applicant's membership shall be the later of the date a signed original of this Agreement is received from the applicant or the date the application for Membership is approved.

3.2 Affiliates. Only one entity of an Affiliated group of entities may be a Member at any one time. Agreements signed by Affiliates of existing Members are void. In the event of a merger that would result in two or more Affiliates being Members, the Affiliates involved will immediately inform the Steering Committee as to which Members are withdrawing. In any event, Members who are Affiliates shall collectively have only one vote.

3.3 Conducting Member Business. The Members shall meet, in person, by phone, or electronically, at least once per year. Member meetings shall be called by the Steering Committee, which shall give Members at least ten business days notice prior to the Meeting. Unless otherwise specified, decisions of the Members require agreement of a simple majority of the total number of Members. Notwithstanding that a Member may have more than one representative at a Member meeting, each Member shall have only one vote in any decisions made by the Membership. Minutes of all Member meetings shall be distributed to all Members as soon as practicable after each Member meeting.

3.4 IPR Policy. Each Member agrees that it will comply with the requirements of the IPR Policy, attached hereto as Attachment A. Covenants and licenses granted in the IPR Policy are self-executing and are effective immediately without any further action on the part of any Member or any third party. The IPR Policy may be amended only by the process described in Section 6.2 below.

3.5 Disclaimer of Liabilities. Each of the Members acknowledges and agrees that the Steering Committee is acting solely as a facilitator at their request and for their convenience. The Steering

Committee will not be deemed to be an agent of any of the Members except as expressly provided in this agreement. The Steering Committee will not be liable to any of the Members for any action or omission on its part taken or made in good faith that is not in breach of this Agreement. IN NO EVENT WILL ANY MEMBER BE LIABLE TO ANY OTHER MEMBER OR ANY THIRD PARTY FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, OR SPECIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

4. Development and Adoption of Material

4.1 Establishment of Working Groups. The Steering Committee shall establish Working Groups for the development of Material. Each Member may participate in any Working Group through one or more representatives. The Steering Committee may terminate a Working Group, either before or after the requested Material is developed.

Working Group representatives will be classified as either a Voting Representative or a Non-Voting Representative. When a Working Group is formed, all initial representatives in attendance at the first meeting fall into the classification of a Voting Representative. Thereafter, new Representatives must attend three consecutive meetings before they will be classified as Voting Representative. Any Voting Representative that misses three consecutive meetings, or has not participated in three consecutive votes) will be re-classified as a Non-Voting representative. Re-establishment to the classification of a Voting Representative will be done after attending three subsequent consecutive meetings and/or participated in three consecutive votes. Voting Representatives have one and only one vote in any Working Group election and Proxy's will not be allowed.

4.2 Conducting Working Group Business. The Steering Committee shall appoint a Member to provide a chair for each Working Group to schedule and run meetings. Each Working Group will follow reasonable procedures adopted by the Steering Committee for the development and adoption of Material. Material will not be considered Approved until it has been first approved by a majority vote of the Voting Representatives for the Working Group chartered to development such Material and thereafter approved by the Steering Committee.

4.3 Submission to Standards Organization. The Members agree that an Approved Specification may be submitted to the W3C, ECMA, OASIS, IETF, or any other standards setting organization, if approved by the Steering Committee. In any submission to a standards organization, the Working Group shall include a list of Members who were active in the creation the Approved Specification, shall be identified as co-authors thereof. The failure to identify any Member as a co-author has no effect on the licenses and covenants granted by that Member under the IPR Policy.

4.5 Distribution and Modification of Specifications. The Members intend that the Society will shepherd the development and evolution of the Specifications created pursuant to this Agreement. To implement this objective, while the Society is still operating and even though the Contributions and Specifications are not confidential to any party, each Member and former Member agrees: (a) not to distribute to third parties draft Society Specifications identified as such unless they have been approved for distribution by the Steering Committee; (b) not to distribute Approved Specifications identified as such except pursuant to the terms provided in section 3.1 of the IPR Policy; and (c) not to distribute Specifications derived from the Contributions of other Members or third parties except in furtherance of the Purpose of the Society. Notwithstanding the above, neither (i) the implementation of any draft or Approved Specification or derivative thereof by a Member or former Member in its products and the marketing, sale, or distribution of such products nor (j) the development and distribution of competing specifications to those developed within the Society, irrespective of their similarity to Society Specifications provided that they do not contain the Contributions of other Members or third parties and provided they are not referred to as Society Specifications, is restricted by any provision in this Section 4.5.

5 Term and termination

5.1 Term. The term of this Agreement shall begin on the Effective Date and, except as provided

below, shall continue indefinitely subject to each Member's right to withdraw or until Membership is terminated for other reasons.

5.2 Termination. This Agreement as a whole may be terminated at any time either prior to or after adoption of any Material if such termination is approved by a three-fourths vote of the Steering Committee and a two-thirds vote of all of the Members. Such termination will not be effective until a notice of termination is sent by the Steering Committee to all of the Members. Any individual Member's Agreement may be terminated by a three-fourths vote of the Steering Committee if the Member has breached any material provision of this Agreement, including the IPR Policy, or has failed to attend or vote at three consecutive Steering Committee meetings (if it is represented on the Steering Committee).

5.3 Withdrawal. A Member may withdraw from this Agreement at any time. The timing of such withdrawal will determine the effect on such Member's rights and obligations as specified in the IPR Policy. A Member's withdrawal will be effective on the date that the Steering Committee receives written notice from the Member of its withdrawal.

5.4 Survival. In the event of termination or withdrawal, the following shall survive and remain in effect: section 1 (Definitions), section 3.4 (IPR Policy), section 3.5 (Disclaimer of Liabilities), section 4.5 (Distribution and Modification of Specifications), and section 6 (General). All intellectual property grants and covenants made by or to a Member survive termination or withdrawal of that Member's Members Agreement.

6. General

6.1 Compliance With Antitrust Laws. The Members intend that membership in the Society be open to all organizations and individuals that can demonstrate an interest and commitment to promoting the Purpose of the Society. The Members are committed to fostering open competition in the area of "event processing". The Members acknowledge that they may compete with one another in various lines of business and that it is therefore imperative that they and their representatives act in a manner that does not violate any applicable antitrust laws and regulations. Each Member may have similar agreements with others. Each Member may design, develop, manufacture, acquire or market competitive specifications, products and services, and conduct its business in whatever way it chooses. No Member is obligated to announce or market any products or services. Without limiting the generality of the foregoing, the Members agree not to have any discussion relating to product pricing, methods or channels of product distribution, any division of markets, or allocation of customers or any other topic that should not be discussed among competitors. Accordingly, each Member hereby assumes responsibility to provide appropriate legal counsel to its representatives regarding the importance of limiting their discussions to subjects that relate to the purposes of the Society, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

6.2 Modification of the Terms of this Agreement. The terms of this Agreement may be amended only by a three-fourths vote of the Steering Committee and two-thirds acceptance by the Members. The proposed effective date of the proposed amendment shall be no earlier than thirty days after physical copies of the proposed amendment are mailed to the Members. The amendment will become effective on the later of the proposed effective date or the date that two-thirds of the Members have returned an executed copy of the proposed amendment to the Steering Committee. Any Members that do not return an executed copy of the proposed amendment to the Steering Committee by its actual effective date shall be deemed to have withdrawn from this Agreement on such date.

6.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

6.4 Incorporation. The Members may agree to form a non-profit corporation to facilitate the development of the EPTS. The Members agree that any such non-profit corporation will adopt the IPR Policy and any operating procedures then previously adopted by the Steering Committee.

6.5 Governing Law and Jurisdiction. This Agreement shall be construed and controlled by the laws of the State of New York without reference to conflict of laws principles. The parties agree that all disputes arising in any way out of this Agreement shall be heard exclusively in, and all parties irrevocably consent to jurisdiction and venue in, the state and Federal courts of the State of New York. The proceedings shall be conducted in the English language. The parties hereby waive any right to trial by jury.

6.6 Notices. All notices hereunder shall be electronic or written and sent to the Members at the addresses indicated in the signature block below or at such other address as a Member may later specify by written notice to the Steering Committee.

6.7 Complete Agreement; No Waiver. This Agreement, including all attachments, sets forth the entire understanding of the parties and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. No modifications or additions to or deletions from this Agreement shall be binding unless approved in accordance with the terms herein, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

6.8 Order of Precedence. Notwithstanding anything else to the contrary in this Agreement and notwithstanding the order of their adoption, in the case of the conflict between the terms of this Agreement and the terms of the IPR Policy, the terms of the IPR Policy shall control.

In witness of this agreement, the Member has executed this Agreement below:

<Member Name>:

		Notices to be sent to:
By:	_____	
		Attn:
Name:	_____	Street:
		City/State/Zip:
Title:	_____	Phone:
		Fax:
Date:	_____	Email:

Attachment A

Event Processing Technical Society
IPR Policy

1. Definitions

1.1 "Affiliate" means any entity that is directly or indirectly controlled by, under common control with or that controls the subject party. For purposes of this definition control means direct or indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity.

1.2 "Approved" means, when referring to Material, that the Material in question has been approved in accordance with the requirements of the Society.

1.3 "Contribution" means any work of authorship, including any modifications or additions to an existing work, that is submitted to the Society for inclusion in any Material. For the purposes of this definition, "submitted" means any form of electronic or written communication sent to the Society or its representatives, including but not limited to communication on electronic mailing lists, wikis, and other systems that are managed by, or on behalf of, the Society for the purpose of developing, discussing, or distributing Material.

1.4 "Contributor" means any Member that submits a Contribution to the Society.

1.5 "Covered Claims" means those claims of a patent or patent application, throughout the world, excluding design patents and design registrations, owned or controlled, or that can be sublicensed in compliance with the requirements of this IPR Policy, by a Member or Contributor or Affiliates of either now or at any future time and that would necessarily be infringed by the creation or use of any implementation of any: (a) Specification that was Approved prior to or during the Member's or Contributor's participation in the Society or (b) Contribution by Contributor that is incorporated into the Normative Portions of any Approved Specification, regardless of when such Specification was Approved. A claim is necessarily infringed hereunder only when it is not possible to avoid infringing it because there is no feasible non-infringing alternative for implementing the Normative Portions of the Approved Specification. Notwithstanding the foregoing, Covered Claims shall not include any claims other than as set forth above even if contained in the same patent as Covered Claims; or that read solely on any implementations of any portion of the Approved Specification that are not required by the Normative Portions of the Approved Specification, or that, if licensed, would require a payment of royalties by the licensor to unaffiliated third parties. Moreover, Covered Claims shall not include (i) any enabling technologies that may be necessary to make or use any Covered Product but are not themselves expressly set forth in the Approved Specification (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, and the like); or (ii) the implementation of other published standards developed elsewhere and merely referred to in the body of the Approved Specification. For purposes of this definition, the Approved Specification shall be deemed to include only architectural and interconnection requirements essential for interoperability and shall not include any implementation examples unless such implementation examples are expressly identified as being required for compliance with the Approved Specification.

1.6 "Covered Products" means only those specific portions of products (hardware, software or combinations thereof) that implement and are compliant with Normative Portions of an Approved Specification.

1.7 "Material" means roadmaps, Specifications, testing materials, sample implementations, and such other works of authorship developed within or contributed to the Society.

1.8 "Member" shall mean Members of the Society as defined in the EPTS Members Agreement.

1.9 "Normative Portions" means a portion of a Specification that must be implemented to comply with such Specification. If such Specification defines optional parts, Normative Portions include

those portions of the optional part that must be implemented if the implementation is to comply with such optional part.

1.10 "Specification" means a document that prescribes, in a complete, precise, and verifiable manner, the requirements, behavior, and required interfaces of a software system or component or the method by which multiple Specifications should be used together to provide an interoperable development or runtime environment for Event Processing technologies and techniques.

2. Licenses Granted by Contributors

2.1 Licenses for Contributions to Material. Each Contributor, on behalf of itself and its Affiliates, grants to the Society and each Member and its Affiliates a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute its Contributions and such derivative works.

2.2 Royalty Free Patent Covenant benefiting Implementations of Specifications. Each Member and Contributor, on behalf of itself and its Affiliates, covenants not to assert its Covered Claims against any Covered Product created by the Society, by any Member, or by any other party; provided however that the covenant may be suspended or terminated with regard to any Member or any other party that asserts a patent in litigation against a Covered Product or otherwise knowingly asserts or threatens to initiate a lawsuit which would assert that all Covered Products would infringe a patent owned or controlled by it, unless such Member or third party withdraws the patent assertions promptly after being informed that the assertions are being made against a Covered Product. In addition, upon request the Member or Contributor agrees to grant a nonexclusive, worldwide, non-sublicensable, perpetual, royalty-free patent license under reasonable and non-discriminatory terms to its Covered Claims, to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute Covered Products. The Contributor intends that the above covenant and the obligation to provide documented licenses upon request bind itself and all current and future assignees of the Covered Claims.

3. Licensing of Material

3.1 License for Specifications. Approved Specifications distributed by the Society or its Members will be made available under the following terms:

> Permission to copy and display the "_____" Specification, in any medium without fee or royalty is hereby granted, provided that you include the copyright notice as shown herein and link or URL to the Specification on the Event Processing Technical Society (EPTS) website. In addition, for parties wishing to implement this Specification, the Members of the EPTS have provided royalty-free patent covenants to their respective patent claims as described in the EPTS IPR Policy.
>
> DISCLAIMERS:
>
> THIS SPECIFICATION IS PROVIDED "AS IS," AND THE EPTS AND ITS MEMBERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE; THAT THE CONTENTS OF THIS SPECIFICATION ARE SUITABLE FOR ANY PURPOSE; NOR THAT THE IMPLEMENTATION OF SUCH CONTENTS WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS.
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4. Representations and Disclaimer

4.1 Representation. Except as otherwise disclosed in writing by such Contributor at the time it makes a Contribution, each Contributor represents and warrants at the time of any such Contribution by it that, to the best knowledge of the individual actually making the Contribution, making the Contribution subject to the terms of this IPR Policy does not violate the copyright or trade secret interests of another.

4.2 Disclaimer of Warranties. The Contributors disclaim all other warranties, express or implied, including, but not limited to, (1) except as set forth in Section 4.1, any warranty of title or that any Contribution does not infringe the intellectual property rights of any other person or entity, (2) any warranty that any claims of any patents or patent applications included in the Covered Claims are valid or enforceable, (3) any implied warranties of merchantability and fitness for a particular purpose, or (4) that the rights and licenses granted hereunder comprise all the rights and licenses necessary or desirable to practice, develop, make or sell Covered Products or to use the Material.