ADOPTIUM WORKING GROUP PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT (the "Participation Agreement") is effective as of this ____ day of _____, 20___ (the "Effective Date") by and between Eclipse Foundation AISBL ("Eclipse Foundation"), a Belgian international not-for-profit association (AISBL/IVZW) incorporated under the laws of Belgium, and _____ ("Participant"), hereinafter individually and collectively referred to as the "Party/Parties".

WHEREAS, Participant has entered into a Membership Agreement with Eclipse Foundation (the "Participant's Membership Agreement");

NOW THEREFORE, ECLIPSE FOUNDATION AND PARTICIPANT AGREE AS FOLLOWS:

1. **Working Group Charter & Participant Commitments**

(a) Working Group Participation

Participant agrees to participate in, to fulfill the obligations of, if any, and to receive the benefits of participating in the Adoptium Working Group ("Working Group") commensurate with the level of Working Group participation selected below, and as described in the WG Charter:

PLEASE CHECK ONE

- ☐ Strategic Member
- ☐ Enterprise Member
- ☐ Participant Member
- ☐ Committer Member
- ☐ Guest Member

(b) Strategic Member Commitment

In addition, if Participant is a Strategic Member, Participant agrees that notwithstanding any right of termination as provided for in the Participant's Membership Agreement or this Participation Agreement, Participant agrees to remain a Member of Eclipse Foundation for the period beginning as of the last date of execution of this Participation Agreement, and extending at least as long as the end of three (3) years after the date WG Participation Fees for this Working Group are paid in full for the first year of participation in this Working Group.

_____ Strategic Members - please initial

2. **Definitions**

(a) "Annual Membership Fee" is the Annual Membership Fee as set forth in the Eclipse Foundation Bylaws and the Participant's Membership Agreement.

(b) "WG Charter" is the Working Group's charter available at:

https://www.eclipse.org/org/workinggroups/adoptium-charter.php

and as may be amended from time-to-time thereafter in accordance with the WG Process.

(c) "WG Participation Fees" are those "other dues" as defined in the Eclipse Foundation Bylaws and the Participant's Membership Agreement for participating in the Working Group, as established by the Working Group's Steering Committee and set forth in the WG Charter, as adopted and amended from time to time pursuant to the WG Process. At its discretion, the Working Group's Steering Committee may, pursuant to the WG Process, establish different tiers of participation and associated fees for the organizations participating in the Working Group.

(d) "WG Process" is the Eclipse Foundation Working Group Process, which is available at https://www.eclipse.org/org/workinggroups/process.php, and which may be amended from time to time in accordance with the Eclipse Bylaws.

3. **THIS SECTION IS LEFT INTENTIONALLY BLANK.**

4. **Term**

The term of this Participation Agreement shall commence as of the Effective Date and shall continue indefinitely, subject to the terms of Section 6, Termination.

5. **Fees**

In addition to the Annual Membership Fee as agreed to in the Participant's Membership Agreement, Participant agrees to pay the WG Participation Fees as defined in the WG Charter and which are included in Exhibit A for reference and any other working group participation fees by reason of Participant's participation in any other Eclipse working group(s). These WG Participation Fees may be amended from time to time in accordance with the WG Charter; however, unless otherwise stated as "To Be Determined" or "TBD" or stated to go into effect on a particular start date in the WG Charter, any change in WG Participation Fees will not be applied retroactively, and shall take effect on the next anniversary of the Effective Date following the change in WG Participation Fees.

Unless otherwise agreed to in writing by Participant and Eclipse Foundation, Participant will be billed WG Participation Fees as defined in the WG Charter on the Effective Date of this Participation Agreement, and on the anniversary of that date each year.

Payment of all fees must be made in accordance with the Eclipse Foundation Bylaws and the Participant's Membership Agreement.

6. **Termination**

(a) Subject to any terms noted in Exhibit A below, Participant may terminate its participation in the Working Group by sending email or written notice to the Secretary of the Eclipse Foundation. Participant's Membership Agreement as well as any other Agreements between the Parties shall survive such termination.

(b) A termination of the Participant's Membership Agreement shall automatically terminate this Participation Agreement and, except as expressly set forth in this Participation Agreement, the Participant's Membership Agreement, or in any license granted to software or other content while a Member, no rights or benefits shall survive hereunder.

(c) This Participation Agreement shall terminate if the Working Group is terminated in accordance with the WG Process. Participant's Membership Agreement as well as any other Agreements between the Parties shall survive such termination.

(d) Notwithstanding any termination of this Participation Agreement under this Section 6 or otherwise, Participant shall not be entitled to receive any refund, pro rata or otherwise, of any WG Participation Fees, other fees, dues, or assessments paid under this Participation Agreement. Notwithstanding a termination under this Section 6 (other than Section 6(c)), and subject to the terms of Section 5, Participant shall remain obligated to pay the WG Participation Fees or portion thereof due and unpaid hereunder.

7. **General**

7.1 Limitation of Liability. To the extent permissible by law, in no event will either the Eclipse Foundation or Participant be liable to each other under this Agreement for the cost of procuring substitute goods or services, lost profits, lost revenue, lost sales, loss of use, loss of date or any incidental consequential, direct, indirect, punitive or special damages, whether or not such Party had advance notice of the possibility of such losses or damages.

7.2 Governing Law. Any dispute arising out of or in relation with the conclusion, validity, existence, enforcement and termination of this Agreement, and its interpretation, on contractual or extra-contractual grounds shall be construed and governed by the laws of Belgium without reference to conflict of laws principles.

7.3 Dispute Resolution. Both the Eclipse Foundation and Participant irrevocably agree that the Courts of the judicial district of Brussels, Belgium, shall have exclusive jurisdiction to settle any dispute or claim (as detailed under Section 7.2). Notwithstanding the foregoing, if the dispute involves a Participant that is an organization established by a treaty or other instrument governed by international law possessing its own international legal personality ("Intergovernmental Organization") and enjoys immunity from legal processes of any jurisdiction, national court or other authority, then the Parties agree that (a) Nothing in this Agreement and nothing in the Bylaws, Membership Agreement, Internal Rules, additional policies, procedures and other governance rules adopted by the Eclipse Foundation constitutes or may be interpreted as a limitation upon or waiver of that immunity and (b) any dispute or claim (as detailed under Section 6.2) will be governed by Belgian law and finally settled by arbitration. Unless otherwise agreed by the Parties in writing, arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one (1) or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Brussels, Belgium. The language of arbitration shall be English.

7.4 Counterparts. This Agreement may be signed in counterparts, in the number of originals stated hereinafter on the signature page. When taken together, the counterparts signed by all Parties shall constitute one and the same instrument.

7.5 Assignment. Participant may not assign its rights or obligations under this Agreement without the prior written consent of the Eclipse Foundation. For purposes of this Agreement, an assignment

shall be deemed to include a transfer or sale of all or substantially all of the business of Participant, or a merger, consolidation or other transaction that results in a change in control of Participant.

7.6 Independent Contractors. The relationship of the Eclipse Foundation and Participant established by this Agreement is that of independent contractors. This Agreement does not give either Party the power to direct and control the day to day activities of the other, constitute the Parties as partners, joint ventures, co-owners, principal-agent or otherwise participants in a joint or common undertaking, or, except as expressly provided herein, allow either Party to create or assume any obligation on behalf of the other for any purpose whatsoever.

7.7 Order of Precedence. Notwithstanding anything else to the contrary in this Agreement or in any other agreement entered into with the Eclipse Foundation, in the case of the conflict between the terms of this Agreement and the Participant's Membership Agreement, the terms of the Participant's Membership Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement as of the Effective Date written above.

PARTICIPANT	**ECLIPSE FOUNDATION AISBL**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
ADOPTIUM WORKING GROUP FEE TABLE

The following table is taken from the then-current fee table included in the Adoptium WG Charter. It is included for illustration purposes only. Participant agrees to pay the WG Participation Fees in accordance with the terms of this Participation Agreement.

Adoptium Working Group Participation Fees

Strategic Member: WG Participation Fee Table

Corporate Revenue	**Strategic Member** Annual Fees
Annual Corporate Revenues greater than €1 billion	€45,000
Annual Corporate Revenues greater than €500 million but less than or equal to €1 billion	€35,000
Annual Corporate Revenues greater than €100 million but less than or equal to €500 million	€25,000
Annual Corporate Revenues greater than €10 million but less than or equal to €100 million	€15,000
Annual Corporate Revenues less than or equal to €10 million	€9,000

Enterprise Member: WG Participation Fee Table

Corporate Revenue	**Enterprise Member** Annual Fees
Annual Corporate Revenues greater than €1 billion	€30,000
Annual Corporate Revenues greater than €500 million but less than or equal to €1 billion	€20,000
Annual Corporate Revenues greater than €100 million but less than or equal to €500 million	€15,000
Annual Corporate Revenues greater than €10 million but less than or equal to €100 million	€10,000
Annual Corporate Revenues less than or equal to €10 million	€6,500

Participant Member: WG Participation Fee Table

Corporate Revenue	**Participant Member** Annual Fees
Annual Corporate Revenues greater than €1 billion	€12,500
Annual Corporate Revenues greater than €500 million but less than or equal to €1 billion	€10,000
Annual Corporate Revenues greater than €100 million but less than or equal to €500 million	€9,000
Annual Corporate Revenues greater than €10 million but less than or equal to €100 million	€6,500
Annual Corporate Revenues less than or equal to €10 million	€4,500
Annual Corporate Revenues less than €1 million and < 10 employees	€0
Govt, Govt Agencies, Research Organizations, NGOs, etc.	€0
Academic, Publishing Organizations, User Groups, etc.	€0

Note: Committer and Guest members pay no Participation Fees.