

## AppConfig Community Member Agreement

THIS APPCONFIG COMMUNITY MEMBER AGREEMENT (“AGREEMENT”) GOVERNS YOUR PARTICIPATION IN THE APPCONFIG COMMUNITY. BY ACCEPTING THIS AGREEMENT BY CLICKING A BOX INDICATING YOUR ACCEPTANCE YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT. This Agreement was last updated on [insert date posted].

**This Agreement is not effective until your application is accepted by the Promoters. If the Promoters accept your application they will acknowledge acceptance by sending email confirmation to the work email address supplied in the Member’s application.**

### AppConfig Community Objectives:

- To promote a standardized set of practices using native operating system (OS) frameworks and for the deployment, configuration and security of enterprise applications
- To benefit customers and developers by providing a consistent framework for application security and configuration that can be used across enterprise mobility management (EMM) providers

This Agreement is entered by and between Member and the Promoters. Member and the Promoters may be referred to herein collectively as the “parties” and each individually as a “party”.

The parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein have the meanings set forth in Exhibit 1 or as otherwise defined in the body of the Agreement.
2. Compliance with Antitrust Laws. Member agrees to comply with the then-current Antitrust Policy as set forth on <http://www.appconfig.org/legal>, which is incorporated by reference herein. The Antitrust Policy may be updated from time to time by the Promoters in accordance with the Voting Rules.
3. Membership. The AppConfig Community is open for participation by any entity meeting the following Member Requirements:
  - An entity must agree to the terms of this Agreement and become and remain a party to this Agreement; and
  - An entity must use good faith efforts to support the AppConfig Community Objectives within the AppConfig Community.
4. Member-Specific Web Pages & IP Policy.

Members that have the right to use the AppConfig Compatibility Mark may be offered the opportunity of specifying its own Member-Specific Web Page. Member may determine the look & feel and contents of its Member-Specific Web Page, subject to compliance with the Policies and Procedures (e.g., no content that contradicts the vendor-neutral content of the Content Library or AppConfig Website). The

IP Policy does not apply to Member-Specific Web Pages. If a Member-Specific Web Page is hosted on the AppConfig Website, Member accepts and agrees that the AppConfig Website Legal Notice Concerning AppConfig (“Notice”) apply to the Member-Specific Web Page, and Member hereby grants such licenses as necessary to effect such Notice.

Contributions by Member to the AppConfig Website (which excludes Member-Specific Web Pages detailed above), AppConfig Compatibility Component and/or Content Library are entirely voluntary. The Policies and Procedures shall set forth the process under which such voluntary contributions may be made to the AppConfig Community. With respect to any such voluntary contribution, Member accepts and agrees to the IP Policy as set forth on <http://www.appconfig.org/legal>, which is incorporated by reference herein, and Member hereby grants such licenses as necessary to effect the IP Policy. The IP Policy may be updated by the Promoters from time to time in accordance with the Voting Rules.

5. Trademarks. With respect to any use of AppConfig Marks, Member accepts and agrees to comply with the applicable AppConfig Mark License and Policy <http://www.appconfig.org/legal>, which is incorporated by reference herein. The AppConfig Marks and/or AppConfig Mark License and Policy may be updated by the Promoters from time to time in accordance with the Voting Rules.
6. AppConfig Community Policies and Procedures. The Promoters may, in accordance with the Voting Rules, adopt and/or amend Policies and Procedures as set forth on <http://www.appconfig.org/legal>, which is incorporated by reference herein. Member must comply with the Policies and Procedures throughout the term of this Agreement with respect to its obligations as a member of the AppConfig Community.
7. Agreement Amendment. The Promoters may, in accordance with the Voting Rules, amend this AppConfig Community Member Agreement upon at least sixty (60) days prior written notice. Each Member shall be bound by the terms of any amended AppConfig Community Member Agreement as of the effective date of such amendment unless such Member withdraws from the AppConfig Community and terminates this Agreement prior to such date by providing written notice to the Promoters in accordance with Section 10.1.
8. Publicity. Member agrees that the Promoters may, collectively or individually, make press releases or other public announcements, either on the AppConfig Website or elsewhere, regarding activities of the AppConfig Community and may include the name of Member along with other AppConfig Community members in such announcement. Use of Member’s logo in such announcements or on the AppConfig Website is subject to Member’s commercially reasonable trademark requirements.
9. Disclaimer of Liability. NO MEMBER, FELLOW MEMBER AND/OR PROMOTER WILL HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MEMBER’S, FELLOW MEMBER’S AND/OR PROMOTER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED ONE HUNDRED U.S. DOLLARS (US\$100). THE FOREGOING LIMITATIONS/RESTRICTIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. Withdrawal/Removal/Dissolution.
- 10.1. Withdrawal. Member may withdraw from the AppConfig Community at any time by providing written notice to the Promoters, which withdrawal shall be effective immediately upon delivery of such notice.
- 10.2. Removal. The Promoters, in accordance with the Voting Rules, may initiate the termination of any Member and terminate this Agreement in the event that such Member: (a) no longer carries on the ordinary course of business; or (b) has materially breached its obligations hereunder (including anything incorporated herein by reference) and failed to cure such breach within sixty (60) days after the Promoters have provided written notice thereof to such Member.
- 10.3. Effect of Withdrawal/Termination. Upon withdrawal or termination of Member (a “Former Member”), all rights and obligations of such Former Member under this Agreement (including anything incorporated herein by reference) shall cease, except that any license grant to any contributions to the AppConfig Website, any AppConfig Compatibility Component, and/or the Content Library submitted prior to withdrawal or termination shall continue in accordance with the IP Policy. A Former Member’s Member-Specific Web Page that is either hosted on the AppConfig Website or linked from the AppConfig may be removed from the AppConfig Website immediately or at any time following such Former Member’s withdrawal or termination. For the avoidance of doubt, a Former Member may continue to exercise any rights to the AppConfig Website, any AppConfig Compatibility Component, and/or the Content Library to the extent it has a right to do so outside the scope of this Agreement. Sections 1, 4 (with respect to prior contributions), 5 (in accordance with the survival section of the applicable Trademark License Agreement), 9, 10, 11 and 12 survive any expiration, withdrawal or termination of this Agreement.
- 10.4. Dissolution. In the event the Promoters, in accordance with the Voting Rules, dissolve the AppConfig Community, this Agreement shall terminate upon the effective date of dissolution of AppConfig Community.
11. Disclaimer. All parties acknowledge that all information provided in connection with AppConfig Website, any AppConfig Compatibility Component, the Content Library and/or the AppConfig Community is provided “AS IS” WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE AND/OR THE APPCONFIG WEBSITE, ANY APPCONFIG COMPATIBILITY COMPONENT, CONTENT LIBRARY or APPCONFIG COMMUNITY.
12. General.
- 12.1. Effective Date. This Agreement is effective upon the date of acceptance by the Promoters.
- 12.2. Notices. All notices hereunder shall be in writing and sent to the Promoter at the following address and to Member at the address supplied in the Member signature block below. Written notices shall be deemed served by when received by addressee, or if delivery is not accomplished by reason of some fault of addressee, when tendered for delivery. After written notice has been served of an updated address, any notice shall thereafter be given at such updated address.
- Notices to Promoters:**  
AppConfig Community  
c/o legal@appconfig.org

Subject: AppConfig Community

- 12.3. Assignment. Member may not assign its rights or obligations under this Agreement without the prior written consent of the Promoters in accordance with the Voting Rules, except in the case of a transfer or sale of all or substantially all of the business or assets of Member, or a merger, consolidation, or other transaction that results in a change in control of such Member, provided that the surviving entity must agree to the terms of this Agreement.
- 12.4. Not Partners. Member understands that this Agreement is a contractual agreement for the cooperation among Member and Promoters and Member and Promoters are independent companies and are not partners or joint venturers with each other. No party is authorized to make any commitment of behalf of all or any of them.
- 12.5. Costs and Expenses. All costs and expenses incurred by a party in carrying out its obligations under this Agreement shall be paid by the party that incurred the expense.
- 12.6. No Rule of Strict Construction. Regardless of which party may have drafted this Agreement, no rule of strict construction shall be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the minimum extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect. The headings in this Agreement are for reference only. They will not affect the meaning or interpretation of this Agreement.
- 12.7. Compliance with Laws. Anything contained in this Agreement to the contrary notwithstanding, the obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, and to orders, regulations, direction or requests of any such government.
- 12.8. Non-Confidentiality. No information exchanged among the Member, Fellow Members and/or Promoters pursuant to this Agreement shall be considered confidential to any party.
- 12.9. Governing Law. This Agreement will be governed by the laws of the State of New York, without regard to its conflict of laws principles. Member consents to the personal and exclusive jurisdiction of courts located in New York.
- 12.10. Waiver. Waiver of a breach of any provision of this Agreement or the failure by the Promoters to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.
- 12.11. Third-Party Beneficiaries. There are no intended third party beneficiaries of this Agreement.
- 12.12. Entire Agreement. This Agreement is the entire agreement between Member and Promoters on the subject matter hereof. No amendment or modification hereof will be valid or binding upon the Promoters unless made in writing and approved by the Promoters in accordance with Section 7.

## Exhibit 1

### Definitions.

“AppConfig Website” means <http://www.appconfig.org> or other successor website for the AppConfig Community as designated by the Promoters.

“AppConfig Compatibility Components” means any framework, standard, guideline, library, or XML schema adopted by the Promoters and published by the Promoters as set forth on <http://www.appconfig.org/>.

“AppConfig Mark” means any trademark adopted by the Promoters from time to time for use in connection with the AppConfig Community as listed on <http://www.appconfig.org/resources>, which is incorporated by reference herein. As of the Effective Date, the AppConfig Compatibility Mark and the AppConfig Community Mark are AppConfig Marks.

“Content Library” means the AppConfig Community content library/repository made available by the Promoters as located on or referenced in the AppConfig Website. For clarity, the Content Library may be made available on the AppConfig Website, a separate repository referenced on the AppConfig Website (e.g., a separate GitHub project), and/or a combination of both.

“Fellow Member” means any other entity has entered into an identical agreement with the Promoters.

“Member” means the entity agreeing to the terms and conditions of this Agreement.

“Member—Specific Web Pages” means any web page, whether hosted on the AppConfig Website or by Member itself with a link from the AppConfig Website, that describes Member’s products or services compatible with the AppConfig Compatibility Components.

“Policies and Procedures” means any policies, procedures or rules applicable to Members or other matters related to the AppConfig Community, each as from time to time adopted by the Promoters Committee in accordance with the Voting Rules.

“Promoters” means, collectively, the following promoters: AirWatch LLC, International Business Machines Corporation, JAMF Software LLC, and MobileIron, Inc., SOTI Inc., and any other entity that has executed the ‘AppConfig Community Promoters Agreement’ with the promoters. A list of current promoters is available on the AppConfig Website.

“Voting Rules” means the voting rules requiring majority or supermajority approval of Promoters as set forth in the AppConfig Community Promoters Agreement.