

X12 Member Terms and Conditions

In consideration of the benefits of being an X12 member, the receipt and sufficiency of which is hereby acknowledged, X12 and the undersigned (for him/herself and, where the undersigned is completing this form for its employer to participate in X12 membership, such employer and its personnel/representatives) hereby agree that: (i) all written and oral comments or other materials submitted or otherwise provided to X12 at any time by undersigned and/or any employer personnel/representatives ("Contributions") are considered to be works made for hire for X12 as a contribution to a compilation and/or collective work and (ii) to the extent that any Contributions, in whole or in part, are not deemed works made for hire of X12 or the undersigned and/or any employer personnel/representatives otherwise retain any rights (including copyright) to such Contributions, the undersigned (including on behalf of undersigned's employer personnel/representatives) hereby irrevocably grants, transfers, and assigns to X12 all such worldwide right, title, and interest in and to the Contributions, from the date of execution of this agreement or the moment of creation of such Contribution, as applicable, including the right to sue and recover damages and other relief for past, present, and future infringements.

The undersigned represents and warrants: (i) the Contributions are not/will not be protected by the copyright of any other person or entity; (ii) the Contributions do not/will not infringe upon any third-party intellectual property or contractual rights; (iii) the undersigned has reviewed X12's policies and procedures, including but not limited to X12 Bylaws, Membership, Intellectual Property policies and will comply (and ensure employer personnel/representatives will comply) with X12's policies and procedures; (iv) the undersigned and its employer seek to actively participate in developing and maintaining X12 Standards; and (v) the undersigned has full power and authority to execute this agreement and to grant the rights granted herein (including on behalf of its employer (and all of such employer's personnel/representatives)).

This membership agreement and all matters arising out of or relating to this membership agreement shall be governed by and construed in accordance with federal intellectual property law and the internal laws of the Commonwealth of Virginia, without giving effect to any conflict of law provisions thereof, to the extent allowed by applicable law.