



OpenHSF MEMBERSHIP COUNCIL GUIDELINES

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1. DOCUMENT INFORMATION

The OpenHSF Membership Council (OMC) consists of all OpenHSF members (“Members”) who choose to participate actively in the progression of the OpenHSF Initiative and/or the OpenHSF Extension specifications (the “OpenHSF Specification” or the “Specification”).

2. OPENHSF MEMBERSHIP COUNCIL VISION

The OpenHSF Membership Council’s vision is one of visual interoperability throughout the engineering world. The OMC believes the OpenHSF Specification is both rich and ubiquitous enough to provide a common 2D/3D viewing solution for the entire manufacturing industry and to establish HSF as a visual interoperability format that all parties may use.

3. OPENHSF MEMBERSHIP COUNCIL MISSION

The mission of the OpenHSF Membership Council is to encourage visualization data sharing between enterprises, their partners and customers through the HSF format. It is the intent of the OMC to ensure the OpenHSF Specification remains freely available to all parties and current to the needs of the 3D visualization industry as well as to facilitate cooperation between OpenHSF Members to establish HSF format extensions.

4. OPENHSF MEMBERSHIP COUNCIL

4.1 General

The OpenHSF Membership Council is comprised of representatives from companies who have elected to become Members of the OpenHSF Initiative. The OMC’s primary purpose is to propose, evaluate and ratify proposed extensions to the OpenHSF Specification and to ensure the publication of the Specification in a timely, predictable manner, thus ensuring the Specification remains in the public domain and available to all interested parties.

4.2 Membership Application Process

To become an OpenHSF Member simply complete and sign the application form.

Fax the application to OMC Secretary, at 510.883.2180.



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Once the application has been processed you will be added to the e-mail distribution list and invited to attend OMC meetings - both in person and virtual meeting or conference calls.

Members have the opportunity to propose extensions, participate in the formation of those extensions and provide feedback on other proposals as the membership seeks consensus to ratify proposed extensions.

5. OPENHSF MEMBERSHIP COUNCIL BYLAWS

5.1 Purpose

The following sets forth the Bylaws of the OpenHSF Membership Council. The purposes of the OpenHSF Membership Council are to:

- Review and approve requirements for future enhancements to the OpenHSF Specification.
- Oversee cooperation among OpenHSF membership to establish ratified HSF extensions.
- Promote and encourage the adoption of the OpenHSF format within all 3D software applications.
- Ensure the OpenHSF Specification remains freely available to all interested parties.
- Ensure the OpenHSF Specification continues to address the needs of the 3D visualization industry.
- Develop the OpenHSF Conformance Test and the adoption of changes to the Conformance Test.

5.2 Name

The name of the organization discussed hereunder shall be “OpenHSF Membership Council,” sometimes referred to herein as the “OMC”. The OMC shall be a private organization holding its meetings at various places and times designated by the Secretary, and reasonably acceptable to the Members.

5.3 Membership Requirements

5.3.1 Adding Members to the OpenHSF Membership Council

Membership in the OMC is available to all parties interested in the use or proliferation of the OpenHSF format. To be admitted as a Member of the OMC, applicants must fulfill the following requirements:

- The capability to advance the overall acceptance of OpenHSF compatible products in the industry or
- The general intent to support the HSF format in appropriate applications developed by Members, or
- The capability to add expertise and perspective to the ongoing evolution of the OpenHSF Specification and its extensions.

5.3.2 Representation

Each Member shall be entitled to have at least one representative participate in any formally scheduled meeting, teleconference or other gathering of the OMC.

5.4 Actions of the OMC and Meetings

5.4.1 Meetings

The OMC shall hold regular meetings, typically via teleconference or in person, as needed to resolve any open issues. The Secretary shall provide written notice to the Members of the schedule, location and time of meetings. This schedule will also be available on the www.openhsf.org Web site. The Secretary shall also provide to each Member, not less than fourteen (14) days prior to the scheduled date for a regular meeting, a written agenda.

5.4.2 Actions and Activities of the OpenHSF Membership Council

The general activities of the OMC will include, but not be limited to:

- The promotion of the OpenHSF Specification and file format.
- Reviewing, considering, proposing, approving or disapproving future extensions to the OpenHSF Specification.
- Provide suggestions for modifications to the core HSF format description.
- Determining the requirements for the OpenHSF Specification conformance testing.



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- Proposing future meeting business items.

As participants in the OMC, Members will receive:

- Early involvement in the OpenHSF Specification release cycle and access to related product information.
- The opportunity to participate in the OpenHSF Specification Beta programs for evolving technical standards and resolving issues, which may result from discussions on the technical content of the OpenHSF Specification.
- The opportunity to propose, review and comment on extensions to the HSF format.

5.5 Information Exchange Procedures

The following procedures shall be observed for information exchanges among Members of the OMC.

5.5.1 General

a) Generally, OMC meetings will be conducted by Members on a non-confidential basis. All information exchanged in such meetings relating to OMC matters shall be deemed to be public and non-confidential, unless the discloser specifically requires, in advance of disclosure, a written non-disclosure agreement(s) (“NDA”) between the discloser and the other individuals participating in the meeting. If any Member refuses to sign such NDA, and the discloser nevertheless discloses the confidential information, the discloser understands and agrees that he has waived his right to the confidentiality of the confidential information with regard to the Member who refused to sign the NDA. Except as may otherwise be provided in such non-disclosure agreement(s), with respect to all information disclosed by one party to the OMC, the disclosing party grants to all other Members of the OMC, to the extent, if any, of the disclosing party’s interest therein, a non-exclusive, royalty free, irrevocable, perpetual, unrestricted and worldwide license to use, have used, disclose to others, make copies, dispose of and commercially exploit in any manner, all without limitation, such non-confidential information, subject to any valid patent rights, trademarks or copyrights of the discloser. If a Member believes that it is necessary to disclose confidential information to other OMC Members in connection with OMC matters, such disclosure shall be made under the terms of individual non-disclosure agreement(s) between the discloser and the individual recipient(s) that are mutually acceptable to the discloser and the individual recipient(s).

b) Members understand and agree that information provided as part of proposed HSF extensions will likely be published, and as such, are understood to be unencumbered by any intellectual property rights. Anyone who has access to such information will have an implied, non-exclusive, royalty free, irrevocable, perpetual, unrestricted and worldwide license to use, have used, disclose to others, make copies, dispose of and commercially exploit in any manner, all without limitation, such information, subject to any valid patent rights, trademarks or copyrights of the discloser. Further, Members providing such information warrant that they either: (i) possess the express written consent of their employers to provide such information under the terms explained in this paragraph, or (ii) are providing information that is their own original idea, and that such information does not infringe on any third party’s rights. If a Member breaches the foregoing warranty, then he agrees to indemnify the OMC and its Members for any liability incurred due to such breach. Members wishing to create “closed” extensions that may contain proprietary information or technologies or that require certain licenses may do so as desired. These shall be considered “proprietary” extensions and will be listed on such on the OpenHSF web site. It is the individual Member’s sole responsibility to ensure that any of his proprietary information is properly labeled. The Members understand and agree that the OMC shall not be liable for either mislabeling, or failing to label, any proprietary extensions as such.

5.5.2 Press Releases

Members shall not misrepresent the activities of the OMC or their role in the OMC in press releases or other public announcements concerning the OMC. Members shall not issue press releases or other announcements concerning the activities of other Members without first obtaining such Member’s specific written permission. This Section does not apply to information, data and materials already in the public domain at the time of disclosure, use, press release or public announcement, or to information, data and materials disclosed by the OMC without any obligations of confidentiality or to any disclosure, use, press release, or public announcement required by law.

5.5.3 Modification to the Specification

a) Before any new version of the OpenHSF Specification Extensions are released, each Member providing content may be asked by the OMC to execute a form license agreement granting to each of the other Members an implied, non-exclusive, royalty free, irrevocable, perpetual, unrestricted and worldwide license to use, have used, reproduce, display, perform, sublicense, prepare and have prepared derivative works of, disclose to others, make copies, dispose of and commercially exploit in any manner, all without limitation, such content, subject to any valid patent rights, trademarks or copyrights of the discloser.

A new version of the OpenHSF Specification will be published no less than once a year. TS3D and Spatial will take the recommendations from the OMC for changes to the core HSF format under advisement, but will have no authority greater than other OMC Members to approve or disapprove a proposed HSF extension. ANY SPECIFICATIONS PUBLISHED, WILL BE PUBLISHED “AS IS”, AND THE OMC DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO SUCH SPECIFICATIONS.

5.6 Independent Action

Each Member shall remain free to design, develop, market, modify or distribute any of its products or services without restriction, within the scope of whatever rights and licenses it may have. Participation in the OMC shall not be deemed to constitute a partnership, joint venture, or other joint activity. Similarly, a Member shall not be considered an employee or an independent contractor of the OMC, unless such Member has entered into a separate written agreement with the OMC. No Member authorizes any other Member to make any commitments or representations on its behalf. Participation in the OMC shall not grant to any other Member the right to use the name or trademarks of the Member in any publicity or advertising without the Member’s prior written consent.

5.7 Compliance with Laws

a) The OMC shall require owners of software or other technology who wish to have such software or technology considered for inclusion in the OpenHSF Specification to enter into a formal agreement before providing any detailed technical information to the OMC, which agreement shall provide that, if the OMC votes to adopt the proposed software and/or technology in a version of the OpenHSF format, the owner thereof shall grant to each of the other Members an implied, non-exclusive, royalty free, irrevocable, perpetual, unrestricted and worldwide license to use, have used, reproduce, display, perform, sublicense, prepare and have prepared derivative works of, disclose to others, make copies, dispose of and commercially exploit in any manner, all without limitation, such software and/or technology, subject to any valid patent rights, trademarks or copyrights of the discloser.

b) For so long as TS3D and Spatial agree to continue to enhance the OpenHSF Specification, TS3D and Spatial shall contribute programming time per year and shall provide final authorization for changes to the core Specification, and making commensurate modifications to the OpenHSF Conformance Test. If additional programming is required for such inclusion, the Members shall determine by mutual agreement whether other resources may be made available for such purpose. Any proposal that requires a contribution of labor or money by the Members shall require a unanimous vote of Members for approval.