

OPENPOWER FOUNDATION
Membership Agreement

Thank you for your interest in joining OpenPOWER Foundation. Please have this Membership Agreement (the “Agreement”) executed by an authorized representative of the member company named below (“Member”) and send a copy in PDF form by email to membership@openpowerfoundation.org. A countersigned copy will be returned to you by email for your records when your eligibility for membership has been confirmed and an invoice will be emailed to you for payment of applicable membership fees. Note that this is not an indication of interest; execution of this Agreement creates an irrevocable, binding obligation for the member company to make the payments provided for and to otherwise perform in accordance with its terms.

Contact Information: All legal, billing and financial notices from OpenPOWER Foundation relating to your participation will be sent to the individuals you designate in Exhibit A.

Membership Term and Fee Scale: In calculating the appropriate fee for OpenPOWER Foundation membership, please refer to your “consolidated employee headcount” for the preceding fiscal year. Consolidated employee headcount means the combined headcount for your company and all direct and indirect subsidiaries it “controls,” as defined in the OpenPOWER Foundation Bylaws. Membership fees and Full Time Equivalent resource commitments, where applicable, are set forth in Exhibit B.

Membership Terms:

By signing below, the Member acknowledges and agrees that, when signed and accepted by OpenPOWER Foundation, this agreement represents a binding contract between the parties and commits the member to (i) payment of annual Membership dues and fees as determined from time to time by the Board of Directors, and (ii) compliance with all the terms and conditions of OpenPOWER’s Certificate of Incorporation, Bylaws and Intellectual Property Rights Policy (available at <https://openpowerfoundation.org/about-us/governance/> or a successor URL, the applicant hereby acknowledging receipt of copies of these documents) as from time to time in force and such rules and policies as the Board of Directors and/or committees may from time to time adopt. The applicant certifies that it meets the conditions of Membership specified in the Bylaws and that, where applicable, it has accurately stated its consolidated employee headcount in calculating the fees payable with respect to the Membership class which it has selected.

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Name of Member Company: _____

Membership Level (*see Exhibit B*): _____

Consolidated Employees (*if applicable*): _____

PR/Logo Usage: Do we have your permission to:

...display your logo on the Foundation's website (Yes or No)? _____

...announce your participation via press release (Yes or No)? _____

Preferred method(s) for receiving invoices (*PDF or Hard Copy*): _____

Is a Purchase Order (PO) required (*Yes or No*)? _____

If Yes, please provide the following details:

Name: _____

E-mail: _____

By signing below, the Member acknowledges and agrees that, when signed and accepted by the Foundation, this Agreement represents a binding contract between the parties and commits the applicant to these terms and obligations:

Authorized Representative of Member:

Accepted:

OPENPOWER FOUNDATION

(Print Member Name)

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibit A

Primary OpenPOWER Foundation Contact

(for all notices, including voting)

Name: _____
Title: _____
Phone No: _____
E-mail: _____

Primary Technical Contact

Name: _____
Title: _____
Phone No: _____
E-mail: _____

Primary Marketing Contact

Name: _____
Title: _____
Phone No: _____
E-mail: _____

Primary PR Contact

(For approving press releases or quotes with respect to the Foundation)

Name: _____
Title: _____
Phone No: _____
E-mail: _____

Legal Contact

(This contact should be your primary in-house attorney for open source matters with respect to the Foundation. If you do not have in-house counsel, please leave this blank.)

Name: _____
Title: _____
Phone No: _____
E-mail: _____

Billing Address

Billing Contact

(All invoices will be sent to this e-mail address unless the Member directs otherwise)

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Exhibit B

The membership levels and associated dues and FTE resources commitments are listed below.

Membership Class	Annual Membership Dues	FTEs*
Platinum Member**	US \$100,000	10
Gold Member	US \$60,000	3
Silver Member (>300 employees)	US \$20,000	0
Silver Member (<300 employees)	US \$5,000	0
Silver ISV Member (<300 employees)	US \$0	0
Associate / Academic Member	US \$0	0

* FTEs = Full Time Equivalent resources commitment

** Involves a two-year membership commitment