

**RUST FOUNDATION
MEMBERSHIP AGREEMENT**

On completion in full, please sign and send a copy of this agreement in PDF form by email to membership@rustfoundation.org, and a countersigned copy of this agreement and an invoice will be returned to you by email for your records and payment.

Company/Applicant

Company Name: _____

Address: _____

Company Representative

Name: _____

Title: _____

Phone No: _____

E-Mail*: _____

*** Important:** all voting, legal and financial notices from Rust Foundation to the member will be sent to this e-mail address unless the member directs otherwise.

Accounts Payable Contact

Name: _____

Title: _____

Phone No: _____

Fax No. (optional): _____

E-Mail: _____

Billing Address: _____

Please indicate all acceptable method(s) for receiving invoices:

___ PDF via email (to email address: _____)

___ Hard copy

___ Fedex (to mailing address: _____)

Marketing Contact

Name: _____
Title: _____
Phone No: _____
Fax No. (optional): _____
E-Mail*: _____

*** Important:** all marketing notices from Rust Foundation to the member will be sent to this e-mail address unless the member directs otherwise.

Legal Contact

Name: _____
Title: _____
Phone No: _____
Fax No. (optional): _____
E-Mail*: _____

*** Important:** all legal notices from Rust Foundation to the member will be sent to this e-mail address unless the member directs otherwise.

Please check your desired membership class below. In calculating the appropriate fee for Rust Foundation Silver 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 Subsidiaries and Related Companies, as each term is defined in the Rust Foundation Bylaws.

Class	Annual Membership Fees
_____ Platinum	US \$300,000
_____ Gold	US \$150,000
_____ Silver	See dues scale below
_____ Associate	Board approval required, no membership fees.

Silver Membership Dues Scale

Total consolidated employee headcount for the preceding fiscal year:

<u>Company Size / Organization Type</u>	<u>Annual Membership Fees</u>
3000+ FTE	US \$85,000
1000 - 2999 FTE	US \$55,000
500 - 999 FTE	US \$30,000
100 - 499 FTE	US \$15,000
0-99 FTE / non-profits, universities	US \$5,000

Discounts for In-Kind Contributions

The following discounts on membership dues are available to all members, with the maximum discount available to any single member limited to 45% during any given membership term. Discounts must be approved in advance by the Foundation and any applicable discounts will be listed in an exhibit to this Agreement.

- 15% per Rust project team member employed full-time by the member, provided the employee’s time is fully dedicated to Rust project work.
- 15% per \$100,000 (market value) of in-kind contributions (e.g. of technical infrastructure) to the Rust Foundation, subject to pre-approval by the Rust Foundation Board of Directors.
- Members that commit to membership terms longer than 2 years will receive a 5% discount for every additional year’s commitment above 2. For example, a member that commits to a 3-year membership will receive a 5% discount on each year’s membership

fees. A member that commits to a 4-year membership will receive a 10% discount for each of the 4 years. A member that commits to a multi-year membership term but cancels prior to the end of that term shall be liable to the Foundation for any discount applied prior to cancellation, as well as a 5% penalty for each year of the commitment that is unfulfilled.

If a discount ceases to apply during any year of a member's term, the member shall be liable to the Foundation for the amount of the discount, pro-rated for the portion of the year during which it no longer applies. If a member first qualifies for a discount after the beginning of any membership term, the discount shall not apply during that term, but shall first apply during the next year of the member's term.

Membership Term

Initial Term

Applicant commits to __ years of membership in the Foundation. The initial membership term will start the date of execution of this Agreement and continue for 12 months from the initial invoice date. Unless otherwise agreed by the Foundation, the first year's dues will be due and payable upon execution of this Agreement and the second year's fees will be due and payable 12 months from the execution date.

All membership privileges will commence upon the date of execution of this Agreement. Except as provided above or otherwise agreed, all fees will be due within thirty days of receipt of an invoice and subject to the Rust Foundation's Good Standing Policy as found in the Bylaws.

Membership Agreements signed before the 15th of the month will be invoiced as if active on the first of the month of signature. Agreements signed on or after the 15th of the month will be invoiced as if active on the first of the following month.

Platinum membership is limited by Rust Foundation's Bylaws. Agreements for Platinum membership will not be accepted or assured of an immediate board seat if all Platinum seats are occupied or otherwise limited by the total board size.

Renewal Terms

The first renewal membership period and invoice will be prorated for the remainder of that calendar year in which the initial term ends (a "Stub Period"). Starting at the second renewal of membership, membership will renew for successive 12-month terms ("Renewal Term") on a calendar year basis. Notice of any increase in membership dues for the Stub Period or Renewal Term will be given on or before November 15 in the current calendar year.

Membership will renew automatically unless the Member delivers written notice of non-renewal to the Rust Foundation:

1. on or before the first day of the last month of its Initial Membership Term, or
2. by December 1 of any calendar membership year.

Use of Member Trademarks

The Foundation shall display Applicant's name and logo on the membership page of the Foundation's website. The Foundation may also display Applicant's name and logo on other materials solely to indicate Applicant's membership in the Foundation. In each case, Applicant's marks will be displayed in a consistent manner to other members of the same class. Any use of Applicant's marks other than those authorized above shall be subject to Applicant's prior written approval. Each use of Applicant's logo shall be subject to the Applicant's then-current trademark usage guidelines.

Applicant Acknowledgement

By signing below, the applicant acknowledges and agrees that, when signed and accepted by the Rust Foundation, this application represents a binding contract between the parties and commits the applicant to (i) payment of annual Membership dues and fees as determined from time to time by the Board of Directors, and (ii) comply with all the terms and conditions of Rust Foundation's Certificate of Incorporation and By-laws (the applicant hereby acknowledging its access to these documents) and such rules and policies as the Board of Directors and/or committees may from time to time adopt. If applying for Silver membership, the applicant certifies that it has accurately stated its total, consolidated headcount in calculating the fees payable with respect to the Membership class, which it has selected above.

The Rust Foundation may elect to avail itself of certain protections offered by the National Cooperative Research and Production Act of 1993, as amended, which requires disclosure of the names of all members of Rust Foundation. Accordingly, the undersigned hereby appoints such person who shall be the Chairperson or acting Chairperson of the Rust Foundation as the undersigned's true and lawful attorney-in-fact and authorizes him or her to (1) notify government agencies of the undersigned's membership in Rust Foundation, (2) make, approve the form of, execute and deliver filings with government agencies on behalf of Rust Foundation and on behalf of the undersigned as a member of Rust Foundation indicating such membership, (3) receive notifications, including without limitation, notifications pursuant to the National Cooperative Research and Production Act on behalf of Rust Foundation and on behalf of the undersigned as a member of Rust Foundation, and (4) authorize and direct other officers of, and/or counsel to Rust Foundation, to do any of the foregoing acts. Rust Foundation will forward to the undersigned any

notifications that it receives which are other than normal confirmations of filings and other administrative notices relating to all members.

Applicant Authorization:

Accepted:

(Company Name – Print)

RUST FOUNDATION

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____