

THE P4 LANGUAGE CONSORTIUM

MEMBERSHIP AGREEMENT

This Membership Agreement (the “*Agreement*”) is entered into by and between Benison Tech USA Inc (“*Member*”) and The P4 Language Consortium (the “*Consortium*”) as of the date set forth below.

WHEREAS, P4 is a high-level language for programming future flexible network switches; and

WHEREAS, the main purpose of the Consortium is to create a thriving open source community to perfect the P4 language and encourage its widespread adoption to design network systems; and

WHEREAS, the Consortium intends to make P4 available to the public through a permissive open source license such as Apache 2.0 or BSD other substantially equivalent license;

WHEREAS, the parties desire for Member to become an active member in the Consortium and for Member’s contributions to P4 to be licensed to the public via one or more of the aforementioned open source licenses;

NOW, THEREFORE, Member and the Consortium agree as follows:

1. **Objectives.** The objectives of the Consortium are as follows:
 - a. To build an open source community dedicated to the use and improvement of the P4 language
 - b. To utilize P4 to describe how a forwarding plane should process packets
 - c. To promote standardization and improvement of the P4 language
 - d. To enable industry participants to develop new technologies that function in accordance with the specification
 - e. To benefit consumers and the industry by facilitating adoption of the P4 language
2. **Member Obligations.** Member agrees to:
 - a. Conduct its activities in the Consortium in accordance with the above objectives
 - b. Allow the Consortium to use Member’s name and logo (if applicable) on the Consortium’s website and in the Consortium’s other promotional materials

3. **Contributor License Agreement.** If Member is an institution, Member agrees to the terms of the Institutional Contributor License Agreement attached as **Exhibit A**. If Member is an individual, Member agrees to the terms of the Individual Contributor License Agreement attached as **Exhibit B**. Exhibits A and B shall each be referred to as a “**CLA**.”
4. **Termination.** Either Member or P4 may terminate this Agreement by giving the other party thirty (30) days written notice. The terms of the CLAs shall survive termination of this Agreement.
5. **General**
 - a. **Entire Agreement; Amendment; Waiver.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral with respect to the subject matter hereof. No modification or waiver of any terms of this Agreement will be effective unless in writing and signed by all parties.
 - b. **No Agency.** Member and the Consortium are independent entities. This Agreement does not create any agency, partnership, joint venture, employment, or franchise relationship. Neither party has the right to create any obligation on behalf of the other.
 - c. **Governing Law.** This Agreement will be governed by the laws of the State of California, without regard to conflicts of law principles. If there is a dispute between the parties relating to this Agreement, either party may commence litigation in the state or federal courts in San Jose, California.
 - d. **Assignment.** No party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld; provided, however, that a party may assign its rights and obligations under this Agreement to its successor-in-interest in connection with the sale or disposition of substantially all of the assets of the party, a change of control, merger, reorganization or reincorporation, or a change of entity form or state of incorporation.

Date: _____

EXHIBIT A

P4 Language Consortium Software Grant and Institutional Contributor License Agreement ("Agreement")

Thank you for your interest in P4 Language Consortium (“**P4**”). In order to clarify the intellectual property license granted with Contributions from any person or entity, P4 must have a Contributor License Agreement on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of P4 and its users; it does not change your rights to use your own Contributions for any other purpose.

This version of the Agreement allows an entity (the "**Institution**") to submit Contributions to P4, to authorize Contributions submitted by its designated employees to P4, and to grant copyright and patent licenses thereto.

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to P4. In return, P4 shall not use Your Contributions in a way that is inconsistent with its nonprofit status and bylaws in effect at the time of the Contribution. Except for the license granted herein to P4 and recipients of software distributed by P4, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions.

"**You**" (or "**Your**") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with P4. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single "**Contributor**." For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"**Contribution**" shall mean the code, documentation or other original works of authorship expressly identified in **Schedule A**, as well as any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to P4 for inclusion in, or documentation of, any of the products owned or managed by P4 (the "**Work**"). For the purposes of this definition, "**submitted**" means any form of electronic, verbal or written communication sent to P4 or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, P4 for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to P4 and to recipients of software distributed by P4 a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

3. Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to P4 and to recipients of software distributed by P4 a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) were submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Your Contribution, or the Work to which You have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

4. Right to Grant Licenses. You represent that You are legally entitled to grant the above licenses. You represent further that any employee of the Institution is authorized to submit Contributions on behalf of the Institution.

5. Original Creation. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others).

6. Support; Warranty Disclaimer. You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

7. Contributions That Are Not Your Original Creation. Should You wish to submit work that is not Your original creation, You may submit it to P4 separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".

8. Required Notifications. It is Your responsibility to notify P4 when any change is required to the list of designated employees authorized to submit Contributions on behalf of the Institution, or to the Institution's Point of Contact with P4.

Schedule A

[Identification of optional concurrent software grant. Would be left blank or omitted if there is no concurrent software grant.]

EXHIBIT B

The P4 Language Consortium Individual Contributor License Agreement ("Agreement")

Thank you for your interest in The P4 Language Consortium ("**P4**"). In order to clarify the intellectual property license granted with Contributions from any person or entity, P4 must have a Contributor License Agreement ("**CLA**") on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of P4 and its users; it does not change your rights to use your own Contributions for any other purpose.

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to P4. Except for the license granted herein to P4 and recipients of software distributed by P4, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions.

"**You**" (or "**Your**") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with P4. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single "**Contributor**." For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"**Contribution**" shall mean the code, documentation or other works of authorship, including any modifications or additions to an existing work, that are intentionally submitted by You to P4 for inclusion in, or documentation of, any of the products owned or managed by P4 (the "**Work**"). For the purposes of this definition, "**submitted**" means any form of electronic, verbal or written communication sent to P4 or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, P4 for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to P4 and to recipients of software distributed by P4 a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

3. Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to P4 and to recipients of software distributed by P4 a perpetual, worldwide, non-

exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) were submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Your Contribution, or the Work to which You have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

4. **Right to Grant Licenses.** You represent that You are legally entitled to grant the above licenses. If your employer(s) has (have) rights to intellectual property that you create that includes your Contributions, you represent that you have received permission to make Contributions on behalf of that employer, that your employer has waived such rights for your Contributions to P4, and that your employer has executed a separate Institutional CLA with P4.

5. **Original Creation.** You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others). You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of Your Contributions.

6. **Support; Warranty Disclaimer.** You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

7. **Contributions That Are Not Your Original Creation.** Should You wish to submit work that is not Your original creation, You may submit it to P4 separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".

8. **Required Notifications.** You agree to notify P4 of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.