

## MEMBERSHIP AGREEMENT

This Membership Agreement is made effective on [REDACTED], 20[REDACTED] by and between CloudFoundry.org Foundation, Inc. (the “**Foundation**”), a Delaware non-profit corporation, and [REDACTED], a [REDACTED] corporation [or [REDACTED], an individual] (the “**Member**”). The Foundation and the Member are collectively referred to herein as the “Parties”.

### RECITALS

WHEREAS, the Foundation is a not-for-profit corporation, the purposes of which are: to establish and sustain Cloud Foundry as the global industry standard Platform-as-a-Service (“PaaS”) open source technology with a thriving ecosystem; to deliver continuous quality, value and innovation to users, operators, and providers of Cloud Foundry technology and thereby promote the common business interests of such users, operators, and providers; to provide a vibrant agile experience for the community’s contributors that delivers the highest quality cloud-native applications and software at high velocity with global scale; and to engage in any lawful act or activity related to the foregoing for which corporations that are organized as not-for-profit may be organized under the General Corporation Law of Delaware.

WHEREAS, the Foundation is open to all organizations and individuals that want to promote and to improve the ecosystem for the Foundation’s specifications.

WHEREAS, the undersigned hereby agrees to become a Member of Foundation at the membership level shown on the signature page to this Agreement, and be subject to the rights and obligations of members set forth in the Foundation’s Bylaws and in this Agreement.

NOW, THEREFORE, THE FOUNDATION AND THE MEMBER AGREE AS FOLLOWS:

1. Membership. There shall be four (4) classes of membership (“**Membership Categories**”) in the Foundation: (1) Platinum Member, (2) Gold Member, (3) Silver Member, and (4) Individual Member. Rights and obligations of members are set forth in the Foundation’s Bylaws to which the Member hereby agrees.
2. Term and Termination.
  - 2.1 Term. This Agreement becomes effective and shall be dated on the date upon which it is last signed by the Parties (the “**Effective Date**”). Except as provided herein, this Agreement shall automatically renew for successive one-year terms (“**Renewal Terms**”) unless terminated by the Member or the Foundation thirty (30) days prior to the Renewal Term.
  - 2.2 Termination. The Membership of any Member shall terminate in accordance with any termination event set forth in the Foundation’s Bylaws, upon the Membership Conditions no longer being met, or upon the Member resigning such Member’s

Membership. Upon termination of Member's membership, this Membership Agreement shall terminate.

- 2.3 Survival. In the event of termination, the following paragraphs 3.1-3.4 shall survive and remain in effect. The Member shall be obligated to pay all costs, expenses and dues that accrued prior to the effective date of termination.

### 3. Rights and Obligations.

- 3.1 Intellectual Property Policy. The Member shall abide by the Foundation's intellectual property policy (the "**IP Policy**") attached hereto as Exhibit A. Such IP Policy may be amended from time to time by the Foundation upon reasonable notice and in accordance with the Foundation's Bylaws. If the Member does not wish to abide by an amended IP Policy, the Member may resign such Member's membership prior to the effective date of the amendment of such IP Policy.

- 3.2 Other Policies. The Member agrees to abide by the other Foundation policies as may be adopted or amended from time to time by the Foundation upon reasonable notice and in accordance with the Foundation's Bylaws. If the Member does not wish to abide by any policy adopted or amended by the Foundation, the Member may resign such Member's membership prior to the effective date of the policy or amendment of policy.

- 3.3 Fees, Dues. The Member agrees to pay the annual fees established for its Membership Category, if any, as set forth in Exhibit B hereto, as the Foundation may amend from time to time.

- 3.4 Costs and Expenses. Each Member shall bear all of its own costs and expenses related to membership in the Foundation including, but not limited to, compensation payable to Member's employees and consultants and all travel and other expenses associated with Member's participation in the Foundation's activities; provided that the Foundation may reimburse the costs incurred for a Director to travel to and attend Foundation Board of Director meetings.

- 3.5 Use of Names, Publicity. Any Member may disclose and publicize such Member's membership in the Foundation, within guidelines proposed by the Foundation as set forth in the Bylaws.

- 3.6 Non-liability. No Member shall be liable for the debts, liabilities, or obligations of the Foundation by reason of being a Member.

### 4. Miscellaneous Provisions.

- 4.1 Authority to Execute. Member hereby represents and warrants to the Foundation that Member has the full right, power and authority to enter into and execute this

Agreement, and that Member has taken all actions necessary to authorize it to enter into and perform its obligations under this Agreement.

- 4.2 Entire Agreement. This Agreement, the Exhibits attached hereto, and the documents referred to herein, constitute the entire agreement between the Parties, and supersede all prior agreements, understandings and negotiations, with respect to the subject matter hereof.
- 4.3 Amendment. The Foundation may from time to time modify the terms of this Agreement in accordance with the Bylaws. Amendments shall be prospective only unless agreed to otherwise by the Parties.
- 4.4 Assignment. Neither this Agreement nor any rights hereof, in whole or in part, are assignable by Member without the prior written consent of the Foundation, except upon a change of control or a sale of all or substantially all assets involving Member, or by operation of law.
- 4.5 Relationship of Parties. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties. Nothing in this Agreement shall be construed to prohibit or restrain the entry by any Member into any separate contract or agreement with other Members or third parties on any terms.
- 4.6 Governing Law. This agreement shall be governed by the laws of the state of Delaware without regard to its conflicts of laws principles.
- 4.7 Counterparts. This Agreement may be executed in one or more counterparts, which may be electronic counterparts, each of which shall be deemed to be an original, but collectively shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below:

**FOUNDATION:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMBER:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Address of Member:**

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Membership Status:

- ☐ Platinum Member
- ☐ Gold Member
- ☐ Silver Member
- ☐ Individual Member

**EXHIBIT A TO MEMBERSHIP AGREEMENT**  
**INTELLECTUAL PROPERTY POLICY**

**EXHIBIT B TO MEMBERSHIP AGREEMENT**  
**MEMBERSHIP FEES AND OTHER CONDITIONS**

<b>Membership Level</b>	<b>Annual Membership Fee*</b>
Platinum Member	\$500,000 per year
Gold Member	\$100,000 per year
Silver Member	Up to \$30,000 per year, as provided in the Bylaws
Individual Member	No Fee for Individual Members

\*Subject to change by the Board with notice to the Members.