



OpenPOWER Foundation Membership Agreement

On completion in full, please sign and email a scanned pdf (300dpi minimum) of this Agreement to membership@openpowerfoundation.org; an invoice will be sent to you. A countersigned copy of this Agreement will be email returned to you for your records when your eligibility for membership has been confirmed. Membership rights and privileges will not commence until this Agreement has been signed by both the Member and the OpenPOWER Foundation.

Firm Name: _____

Address of Firm: _____

Member URL: _____

Representative Name: _____

Title: _____

Phone No: _____

E-Mail: _____

(All voting, legal & financial notices will be sent to this e-mail unless member directs otherwise.)

Accounts Payable Contact Name: _____

Title: _____

Phone/Fax: _____

Email: _____

Billing Address: _____

Please indicate acceptable method(s) for receiving invoices:

PDF via email _____ Email address for invoices: _____

Hard copy _____ FedEx mailing address: _____

Technical Contact: _____

Title: _____

Phone No: _____

E-Mail: _____

(All technical notices will be sent to this e-mail address unless member directs otherwise.)

Marketing/Communications Contact: _____

Title: _____

Phone No: _____

E-Mail: _____

(All marketing, communications, and events notices will be sent to this e-mail address unless member directs otherwise.)

Please check off your desired OpenPOWER Foundation Membership class.

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

* FTEs = Full Time Equivalent resources commitment

** Involves a two-year membership commitment

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 Bylaws and IP Rights Policy, as may be amended from time to time.

OpenPOWER 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 OpenPOWER. Accordingly, the undersigned hereby authorizes such person who is the President or Chairperson (or acting President or Chairperson of OpenPOWER Foundation) to act 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 OpenPOWER, (2) make, approve the form of, execute and deliver filings with government agencies on behalf of OpenPOWER and on behalf of the undersigned as a member of OpenPOWER indicating such membership, (3) receive notifications, including without limitation, notifications pursuant to the National Cooperative Research and Production Act on behalf of OpenPOWER and on behalf of the undersigned as a member of OpenPOWER, and (4) authorize and direct other officers of, and/or counsel to OpenPOWER, to do any of the foregoing acts. OpenPOWER 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.

The parties below acknowledge they have the authority to bind their party into a formal legal agreement. They also agree to abide by the terms and conditions in this Agreement.

SIGNATURES

Member:

Name _____
(Print Firm Name)

By: _____
(signature)

Name: _____

Title: _____

Date: _____

OpenPOWER Foundation:

By: _____
(signature)

Name: _____

Title: _____

Date: _____