

**OPEN CONNECTIVITY FOUNDATION, INC.**  
**Nonprofit/Educational Membership Agreement**

By the signature of its authorized representative below, Applicant, including its Affiliates (as defined in the Bylaws), agrees to be bound by the terms hereof, as well as the terms and conditions stated in the Articles of Incorporation, Bylaws, and Intellectual Property Rights Policy (“Organizational Documents”) of the Open Connectivity Foundation, Inc. (“OCF”) as may apply to the Nonprofit/Educational Gold Member sub-classifications described in Section 14.3.3 of the Bylaws. Copies of OCF Organizational Documents are available for review at the OCF website. Applicant is encouraged to review these materials prior to the execution of this Agreement.

No Membership Agreement is binding on OCF unless accompanied by the initial, one time membership fee of \$1,000.00 and until this Agreement is countersigned by OCF. By signing below, the individual executing this Agreement on behalf of Applicant warrants that he or she has all requisite signing authority for and on behalf of the entity seeking entry.

The term of membership shall be on a year-to-year basis, expiring on the 365<sup>th</sup> day from the date of acceptance of this Agreement. OCF will seek email confirmation of intent to renew ninety (90) days prior to the expiration of the pending term and Member’s response to OCF prior to said expiration date shall constitute a renewal of membership as a Member. Failure to make a timely renewal response shall be cause for suspension and termination of this Agreement and all Member benefits.

The undersigned agrees that once accepted, all membership fees are nonrefundable for any reason, including termination of this Agreement. There is no duty to renew this Membership Agreement and renewal may only be accomplished as set forth above.

Any claim or dispute arising under or relating to this Alliance Membership Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws.

<b>Company Name:</b> _____	<b>Date:</b> _____
<b>Contact Name:</b> _____ (Name/Title)	
<b>Company Address:</b> _____ _____	
<b>Telephone Number:</b> _____	<b>Fax Number:</b> _____ (Please Include Country Code where appropriate)
<b>Email Address:</b> _____	<b>Web Page URL:</b> _____
<b>Signature:</b> _____	<b>Date:</b> _____
<b>Name/Title:</b> _____	_____

\*Payments may be made by check or wire transfer payable to the order of the “Open Connectivity Foundation, Inc.”

**Alternate Contact Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Marketing Contact Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Please briefly describe the services or products sold or provided by your Company:**

\_\_\_\_\_  
\_\_\_\_\_

**Acceptance:**

This Membership Agreement is accepted as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Open Connectivity Foundation, Inc.  
A Delaware Nonprofit Corporation

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

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

Its: \_\_\_\_\_

**Mail payment along with this completed form to:**

**Open Connectivity Foundation, Inc.**  
**c/o VTM Group**  
**3855 SW 153<sup>rd</sup> Drive**  
**Beaverton, Oregon 97003**  
**Attn: OCF Administration**