OPEN CONNECTIVITY FOUNDATION, INC.
Membership Agreement

MEMBERSHIP CLASSIFICATION:        MEMBERSHIP FEE:
(SELECT ONE)
___ DIAMOND MEMBER\(^1\)        US$ 150,000.00

PLATINUM MEMBER\(^2\)
___ \(\geq 5,000\) EMPLOYEES        US$ 60,000.00
___ 500-4,999 EMPLOYEES        US$ 40,000.00
___ 100-499 EMPLOYEES        US$ 20,000.00
___ < 100 EMPLOYEES        US$ 10,000.00

GOLD MEMBER\(^2\)
___ \(\geq 5,000\) EMPLOYEES        US$ 10,000.00
___ 500-4,999 EMPLOYEES        US$ 7,500.00
___ 100-499 EMPLOYEES        US$ 4,000.00
___ < 100 EMPLOYEES        US$ 2,000.00

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”) that apply to the Membership classifications selected above as stated in the Bylaws. Copies of the Organizational Documents are available for review at the OCF website at http://www.openconnectivity.org.

This Membership Agreement is not binding on OCF unless accompanied by the initial membership fee as noted above. By signing below, the individual executing this Membership 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\(^{th}\) day from the date of acceptance of this application. OCF will invoice the then-current renewal fee to Members ninety (90) days prior to the expiration of the pending term and Member’s payment thereof shall constitute a renewal of membership as a Member. Failure to make a timely renewal payment shall be cause for suspension and termination of this Membership Agreement and all Member benefits.

The undersigned agrees that once accepted, all membership fees are nonrefundable for any reason, including termination of this Membership 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 Membership Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws.

\(^1\) Diamond Membership is subject to Section 14.1 of the Bylaws.

\(^2\) Platinum and Gold Membership fees are determined by the number of full time employees of the Applicant at the time of application and subject to change on renewal based upon changes in the number of full time employees. OCF may reject Membership Agreements where the Applicant has improperly designated the number of full time employees.
Company Name:  
Contact Name:  
  (Name/Title)  
Company Address:  
Telephone Number:  
  (Please Include Country Code where appropriate)  
Fax Number:  
Email Address:  
Web Page URL:  
Signature:  
Name/Title:  
Date:  

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

Alternate Contact Name:  
Email Address:  
Phone Number:  
Fax Number:  

Marketing Contact Name:  
Email Address:  
Phone Number:  
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 ______________, 20__.

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 153rd Drive
Beaverton, Oregon 97003
Attn: OCF Administration