

**OPENFABRICS, INC.**  
**MEMBERSHIP AGREEMENT**

This MEMBERSHIP AGREEMENT (“Agreement”) is entered into between OpenFabrics, Inc. (“OpenFabrics”), a California, nonprofit, mutual benefit corporation, and the undersigned entity (“Member”).

**Authority.** The undersigned person represents and warrants that he/she is authorized to sign this Agreement on behalf of the Member.

**Class of Membership.** Subject to the terms and conditions of the Bylaws and the Membership Policy, Member agrees to be a Member of OpenFabrics in the class designated on this Agreement.

**Compliance with Policies.** Member agrees to be bound by the current policy documents as made available on the OpenFabrics web site at [https://downloads.openfabrics.org/WorkGroups/board/bylaws\\_and\\_policy/](https://downloads.openfabrics.org/WorkGroups/board/bylaws_and_policy/). OpenFabrics may update these policies from time to time. Current policies include, but are not limited to:

- |                                     |                   |
|-------------------------------------|-------------------|
| Bylaws                              | Board Policy      |
| Intellectual Property Rights Policy | Membership Policy |

**Compliance with Laws.** The obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, pertaining to the Member's participation in OpenFabrics.

**Contact for Notice.** The Member designates the representative identified below for the purpose of receiving notices from OpenFabrics. The Member may change the designated representative by written notice to OpenFabrics.

**Dues.** Upon execution of this Membership Agreement, pro-rated dues sufficient to cover from the date of the agreement until December 31<sup>st</sup> of the current year for the selected membership level are due. Dues for the next year are billed annually on October 1<sup>st</sup> and due January 1<sup>st</sup> of the following year.

**Effective Date.** This Agreement shall be effective when it is countersigned by OpenFabrics.

**Governing Law.** This Agreement shall be governed by and construed under, and the legal relations among the parties hereto shall be determined in accordance with, the laws of the State of California, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction.

**Termination of Membership.** The Member's membership shall terminate upon a failure without cure of a Member to pay dues within 45 days of the due date, or upon termination of the Member's Membership Agreement. A Member may terminate its own membership at any time upon written notice to the Board. Termination shall not entitle a Member to a dues refund or reduction.

**MEMBER:**

By (signature): \_\_\_\_\_  
Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_  
  
Membership Level (Select One):

**OpenFabrics, Inc.**

ACCEPTED AND AGREED:

By (signature): \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Contacts:**

All contacts are solely for carrying out the business of the OFA and are confidential unless otherwise noted.

**Director** (only if Promoter level membership; this is a public position on the OFA Board and the Name and E-Mail address are not confidential)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sponsor** (the primary advocate for the OFA in your organization, usually the one who suggested the membership initially)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Billing/Accounting** (for sending renewal invoices, etc)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Marketing** (for possible sponsorship opportunities or possible joint marketing activities)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Legal** (for sending copies of signed contracts, such as this document)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_