Membership Agreement
EXECUTION COPY

By the signature of its authorized representative below, Applicant, on behalf of itself and 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, Antitrust Guidelines, Intellectual Property Rights Policy and additional Policy Guidelines (“Organizational Documents”) of Open Networking Foundation (hereafter “Corporation”) as may apply to the membership classification. Copies of the Organizational Documents are available for review at the administrative offices of the Corporation at the mailing address (1000 El Camino Real, Suite 100, Menlo Park CA 94025) or in electronic format at https://www.opennetworking.org/organizational-documents/. Applicant is encouraged to review these materials prior to the execution of this Membership Agreement.

No Membership Agreement is binding on the Corporation unless this Agreement is first countersigned by an officer of the Corporation, and until this Membership Agreement is accompanied by payment of the initial membership fee.

The term of membership shall be on a year-to-year basis, expiring at the end of the 365th day from the date of execution of this Membership Agreement. Membership fees are due on or before the last day of member’s current term. The Corporation will invoice the current renewal fee to Members prior to the expiration of the pending term and a Member’s payment thereof shall constitute a renewal of membership as a Member. Membership invoicing terms are NET 30. Failure to make a timely renewal payment may cause suspension and termination of membership and member benefits.

The undersigned agrees that once received by the Corporation, all membership fees are deemed earned in full, and are nonrefundable for any reason, including termination of membership. There is no duty to renew any membership and renewal may only be accomplished as set forth above.

The annual contribution for ONF membership is based on a company’s most recent Annual Global Revenue and Total Number of Employees for the Member and its Affiliates (as “Members” and “Affiliates” are defined in the ONF Bylaws). These dues are reviewed annually and are subject to change based upon changes in a Member’s Annual Global Revenue and / or Total Global Headcount.

Please indicate Applicant’s appropriate annual membership fee:

<table>
<thead>
<tr>
<th>Annual Global Revenue for the Member and its Affiliates</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Greater Than $500 Million</td>
<td>$50,000</td>
</tr>
<tr>
<td>☐ Between $250M and $500M</td>
<td>$40,000</td>
</tr>
<tr>
<td>☐ Between $100M and $250M</td>
<td>$30,000</td>
</tr>
<tr>
<td>☐ Between $50M and $100M</td>
<td>$20,000</td>
</tr>
<tr>
<td>☐ Between $10M and $50M</td>
<td>$10,000</td>
</tr>
<tr>
<td>☐ Between $1M and $10M</td>
<td>$5,000</td>
</tr>
<tr>
<td>☐ Less than $1M AND fewer than 10 employees</td>
<td>$1,500</td>
</tr>
</tbody>
</table>
Signature Authority

By signing below, the individual executing this Agreement on behalf of Applicant represents that he or she has all requisite signing authority for and on behalf of the entity seeking membership and that the membership fee will be forthcoming immediately upon receipt of invoice. By signing below, the individual acknowledges that the claim of revenue category is accurate, and agrees that if misrepresented all fees will be reassessed and all backdated fee adjustments will become immediately due and payable.

Contributions, gifts, and dues payments to ONF are not tax deductible as charitable contributions.

Signature ___________________________ Date ___________________________
Signature Name ___________________________ Signature Title ________________
Signature Email ___________________________ Signature Phone Number ________________
Company Name ___________________________ Company Web Page URL ________________
Company Address ___________________________
Company Domain Name(s) (e.g. yyy.com) ___________________________

Primary Representative (if different from Signature Authority)
Primary Name ___________________________ Primary Title ________________
Primary Email ___________________________ Primary Phone Number ________________

Billing Primary
Billing Name ___________________________ Billing Title ________________
Billing Email ___________________________ Billing Phone Number ________________
Billing Address ___________________________
Additional Billing Contact(s) (Name & Email) ___________________________

Marketing Contact
Marketing Name ___________________________ Marketing Title ________________
Marketing Email ___________________________ Marketing Phone Number ________________
For ONF Use Only

Acceptance:

This Membership Agreement is accepted as of this_____________________day of_______________________, ____________.

Membership Effective Start Date (annual renewals will be based on this date): ________________________________

If left blank, the Effective Start Date will be the same as the Membership Agreement Acceptance date

Open Networking Foundation
An Oregon Mutual Benefit Corporation

Signature

____________________________

Name

____________________________

Title

____________________________