

Open Grid Forum, Inc.

Member Agreement

This Agreement is entered into as of the ____ day of _____, 20 ____, by and between Open Grid Forum and _____ (“Member”, as defined in Bylaws).

WHEREAS, Open Grid Forum has been formed as a non-profit mutual benefit corporation formed to facilitate the research, standardization, education, deployment and widespread adoption of distributed computing, including grids, clouds and related technologies worldwide;

WHEREAS, Member would like to participate in Open Grid Forum;

NOW, THEREFORE, Open Grid Forum agrees to allow Member to join on the terms and conditions contained herein, and Member agrees to abide by the terms and conditions contained herein.

1. Agreement

1.1. Incorporation & Corporate Documents

Open Grid Forum is organized as a nonprofit corporation under the laws of the State of Delaware. By executing this Member Agreement, Member consents to the form and content of the Corporate Documents attached herein as exhibits:

- 1.1.1. Certificate of Incorporation (Exhibit 1)
- 1.1.2. Corporate Bylaws (Exhibit 2)
- 1.1.3. Intellectual Property Rights-IPR (Exhibit 3)
- 1.1.4. Antitrust Policy (Exhibit 4)
- 1.1.5. Membership Program (Exhibit 5)

Member acknowledges that the Corporate Documents may be amended from time to time in accordance with the provisions of the Corporate Documents and as may be allowed by law.

1.2. Membership; Related Entities

Member acknowledges that its Related Entities have certain privileges and limitations under this Agreement, (as defined in the Bylaws).

2. Membership

2.1. Member Rights.

The obligations, rights and benefits associated with each class of Member are defined in the Bylaws (Exhibit 2) and the Membership benefits table (Exhibit 5). Membership rights and privileges shall extend to current Members in good standing.

2.2. Membership Dues.

Members agree to pay all applicable membership dues, assessment and fees duly imposed on Members under the Bylaws (Exhibit 2).

2.3. Costs and Expenses.

Member shall bear its own costs and expenses for its participation in Open Grid Forum, including without limitation compensation of its employees, and all travel and expenses associated with the Member’s participation in Open Grid Forum meetings and conferences, and

such Member understands that it has no right of reimbursement from Open Grid Forum for such expenses.

2.4. Communication and Publicity.

Member agrees to comply with the Open Grid Forum communication policies as outlined in Open Grid Forum Bylaws.

2.5. Confidentiality:

All exchanges of information between Open Grid Forum and Members, which relate to Open Grid Forum activities, are non-confidential unless specifically noted otherwise. Further description of confidentiality is described in Open Grid Forum bylaws (Exhibit 2).

3. Intellectual Property Rights

Member agrees to the terms and conditions of the IPR Policy attached hereto as Exhibit 3. Member acknowledges and understands that the IPR Policy may be revised per Open Grid Forum bylaws. Each Member shall apply the revised IPR Policy prospectively, in lieu of the IPR Policy previously agreed to by the respective Member from the date a revised IPR Policy is approved by the Board as set forth in the Open Grid Forum bylaws.

4. Termination of Membership

The following provisions shall apply in the event of the termination of the membership of a Member, whether by voluntary withdrawal or expulsion:

4.1. Termination “At-Will”.

At any time a Member may give notice of its intent to terminate its membership in Open Grid Forum by filing a written notice with the Secretary of Open Grid Forum. Membership in Open Grid Forum may also be terminated under other conditions as specified in the Bylaws.

4.2. No Refund of Dues.

A Member shall have no right to a refund of any dues, fees or assessments paid prior to the termination of its membership. Moreover, a Member shall remain fully liable for any dues, fees or assessments then due and owing.

4.3. Survival.

Upon withdrawal of membership by Member, this Agreement shall be automatically terminated with respect to Member except with regard to Sections 4, 5 and 6 of this Member Agreement, and the survival provisions set forth in the IPR Policy, and any other provisions, that by their nature would survive termination or expiration of this Agreement, which shall survive indefinitely unless limited to a shorter period by any statutes of limitations imposed by law or by express language of the surviving provision. Notwithstanding the foregoing, any Open Grid Forum policies or agreements which contain specific survival provisions following membership termination shall not be affected and shall survive pursuant to their terms.

5. Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement, its execution or breach, and any damages allegedly suffered there from, first shall be submitted to friendly negotiation between the parties. Matters which cannot be resolved through negotiations shall be finally settled by: (i) if a member is organized or incorporated within any of the United States, under

the Commercial Rules of Arbitration of the American Arbitration Association, by one (1) arbitrator appointed in accordance with said Rules, or (ii) if the Member is organized or incorporated outside the United States, under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by one (1) arbitrator appointed in accordance with said Rules. In any event, the place of arbitration shall be Delaware. The arbitrator shall determine the matters in dispute in accordance with the laws of Delaware. The English language shall be used throughout the proceedings. Any award, order or judgment pursuant to such arbitration may be entered and enforced in any court of competent jurisdiction. The Member agrees to submit to the jurisdiction of any such court for purposes of the enforcement of any such award, order or judgment.

6. General

6.1. Definitions.

All capitalized terms used herein or in an Exhibit shall have the meaning assigned herein or in such Exhibits.

6.2. Amendment.

This Agreement may only be modified pursuant to a writing executed by Member and Open Grid Forum.

6.3. No Implied Joint Venture.

This Agreement does not create a joint venture, partnership or other form of business association between the Members nor an obligation to develop, make available, use, license, buy, sell or provide any information, product, services or technology.

6.4. Licenses and Permits.

Member shall possess or obtain at its own expense all necessary licenses or permits.

6.5. Enforceability and Interpretation.

If any provision of this Agreement is unenforceable at law, the rest of the provisions remain in effect. The headings in this Agreement are for reference only. They will not affect the meaning or interpretation of this Agreement.

6.6. Liability.

No party shall bear any responsibility or liability for any losses arising out of any delay or interruption of its performance of obligations under this Agreement due to any act of God, act of governmental authority, or due to war, flood, civil commotion, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed. All documents, software and any other materials and information submitted by a Member to Open Grid Forum, or to another Member under this Agreement, are provided on an "AS IS" basis, and NO MEMBER MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, MEMBER OR OPEN GRID FORUM, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NONE OF THE MEMBERS, NOR OPEN GRID FORUM, WARRANT OR ASSUME ANY LIABILITIES IN CONNECTION WITH THE RIGHTS GRANTED, NOR THE ACTIONS ANTICIPATED OR TAKEN UNDER THIS AGREEMENT. WITH RESPECT TO OPEN GRID FORUM OR A MEMBER'S PARTICIPATION IN OPEN GRID FORUM, IN NO EVENT SHALL ANY

MEMBER BE LIABLE TO ANY OF THE OTHER MEMBERS OR TO OPEN GRID FORUM, AS APPLICABLE, NOR SHALL OPEN GRID FORUM BE LIABLE TO ANY MEMBER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OF DATA, INTERRUPTION OF BUSINESS, OR FOR DIRECT, INDIRECT, SPECIAL OR EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

6.7. Waiver.

No approval, consent or waiver will be enforceable unless signed by the granting party. Failure to insist on strict performance or to exercise a right when entitled does not prevent a party from doing so later for that breach or a future one.

6.8. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

6.9. Effectiveness.

This Agreement shall come into effect when the Board approved officer of Open Grid Forum has received a duly executed copy of this Agreement and all required dues from Member.

6.10. Integration.

This Agreement, including all the Exhibits and policies referenced herein and executed by the parties if not provided as Exhibits hereto constitutes the entire agreement between Member and Open Grid Forum concerning this subject matter. Notwithstanding the foregoing, Member shall be obligated to observe and comply with all policies of Open Grid Forum, and receive all the benefits of such policies.

ACCEPTED AND AGREED TO:

Open Grid Forum, Inc.

Member:

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

ADDRESS:

ADDRESS:

Open Grid Forum, Inc.

PO Box 1738

Muncie IN 47308 USA
