

OPEN FAST PATH FOUNDATION

CORE MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (the "Agreement") is effective as of this ____ day of _____, 201__ (the "Effective Date") by and between Open Fast Path Foundation (the "Foundation"), a Delaware nonprofit corporation, and _____ ("New Member").

WHEREAS, The nature of the business or purposes to be conducted or promoted by the Foundation is to engage in any lawful act or activity for which corporations that are organized not for profit may be organized under the General Corporation Law of the State of Delaware, as may be amended from time to time, and any successor statute (the "Act"). The primary purpose of the Foundation (the "Purpose") is to create, host and develop open source licensed fast path user plane software (a "Project") by (a) creating API's to support such functionality, (b) abstracting the hardware using API's, (b) creating protocol stacks using the API's, (c) implementing hardware abstraction layer (HAL) for the API's, (d) leveraging accelerator engines that may exist in the hardware platform to accelerate the functionality, (e) supporting and maintaining the frameworks through the technologies made available by the project, (f) supporting and maintaining policies set by the Board and (g) undertaking such other activities as may from time to time be appropriate to further the purposes and achieve the goals set forth above for example terminate a project or create a new one (the "Purpose");

WHEREAS, the Foundation has adopted By-laws, which are attached hereto as Exhibit A, calling for the creation of Membership Classes, as defined below, and setting forth a governance structure (the "By-laws");

WHEREAS, New Member would like to become a member of the Foundation (each a "Member" and collectively, the "Members") as a [**Founding**] [**General**] Core Member;

WHEREAS, the New Member and the Foundation wish to define certain rights and obligations with respect to the New Member's membership in the Foundation; and

WHEREAS, [**Founding**] [**General**] Core Members are required to enter into this Agreement in connection with admission to membership in the Foundation.

NOW THEREFORE, the Foundation agrees to admit New Member on the terms and conditions contained herein, and New Member agrees to abide by the terms and conditions contained herein:

1. MEMBERSHIP CLASSES. There shall be three (3) classes of membership ("Membership Classes") in the Foundation representing Members that publicly, but nonexclusively, support the Purposes of the Foundation as specified in the By-laws: (1) Founding Core Members (2) General Core Members and (3) Community Members. Founding Core Members and General Core

Members are collectively referred to herein as “Core Members”. The rights and obligations of the Members are set forth in the By-laws to which New Member hereby agrees.

2. MEMBERSHIP RIGHTS AND OBLIGATIONS.

2.1 Membership Fees. New Member agrees to pay annual membership fees in the amount of \$5,000. New Member understands and agrees that the membership fees are subject to change from time to time in accordance with the By-laws. New Member agrees to abide by other terms relating to the payment of fees, as further specified in the By-laws and Section 2.3 herein.

2.2 Compliance with Policies. New Member agrees to abide by, and shall have all applicable rights and obligations as set forth in, the By-laws, the Foundation’s Intellectual Property Policy (the “IP Policy”), available on the Foundation’s website, the Foundation’s Anti-Trust Policy (the “Anti-Trust Policy”), available on the Foundation’s website, the Foundation’s Privacy Policy, available on the Foundation’s website (the “Privacy Policy”) and any and all additional policies and procedures adopted by the Foundation, as may be amended from time to time in accordance with the By-laws.

2.3 Late Fees; Costs and Expenses.

2.3.1 Late Fees. If a Member’s payment of its annual membership fees is not fully paid within ninety (90) days of its invoice due date, a late fee representing one percent (1%) of the delinquent membership fees shall be added to such membership fees, compounding monthly, commencing on the 31st day following invoice date.

2.3.2 Costs and Expenses. Unless otherwise approved by the Board of Directors of the Foundation, each Member shall bear all of its own costs and expenses related to membership in the Foundation including, but not limited to, compensation payable to Member’s employees and consultants that participate in the Foundation on behalf of Members, and all travel and other expenses associated with Member’s participation in Foundation meetings, conferences, and development projects. Except as otherwise set forth in this Agreement or in the By-laws, New Member understands and agrees that New Member has no rights of reimbursement from the Foundation.

2.4 Publicity. If desired by the Foundation New Member shall assist the Foundation in publicly announcing New Member’s membership therein within ninety (90) days of joining the Foundation and shall provide a logo for the Foundation’s use in recognizing membership. New Member may make public announcements or press releases concerning its own activities as a Member, within any guidelines proposed by the Foundation and as set forth in the By-laws. Unless otherwise required by law, any press release concerning a New Member made by the Foundation or another Member shall be subject to that New Member’s prior written consent. Once approved, the press release statement may be used by the Foundation and other Members for the purpose of promoting the Foundation (or such purpose as is designated in the Member’s consent) and reused for such purpose until such approval is withdrawn with reasonable prior written notice. Any use of a Member’s name shall be subject to the applicable usage guidelines of that Member.

3. TERM AND TERMINATION.

3.1 Term. The term of this Agreement shall begin on the Effective Date and, except as provided below, shall continue indefinitely subject to the rights of termination set forth in Section 3.2.

3.2 Termination. New Member may terminate its membership or be removed there from in accordance with Sections 2.11 and 2.12 of the By-laws. Upon termination of Member's membership, this Membership Agreement shall terminate.

3.3 Survival. In the event of termination under Section 3.2, the following shall survive and remain in effect: Sections 2.3, 3 and 4. In addition, New Member shall be obligated to pay all costs, expenses and dues that accrued prior to the effective date of termination.

4. GENERAL.

4.1 Member Liability. No Member of the Foundation shall be liable, either individually or together with any person, for the debts, liabilities or obligations of the Foundation by reason of being a Member.

4.2 Authority to Execute Agreement. New Member hereby represents, warrants and covenants to the Foundation that (a) it has the authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any agreement to which New Member is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of New Member, enforceable in accordance with its terms.

4.3 No grant of Intellectual Property Rights. By executing this Agreement, New Member neither grants nor receives, by implication, estoppel, or otherwise, any rights under any copyright, patents or other intellectual property rights of the Foundation or another New Member.

4.4 No Employment Relationship. Nothing in this Agreement is intended to give rise to an employer-employee relationship.

4.5 No Warranty. THE FOUNDATION AND NEW MEMBER EACH ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE AGREED IN WRITING, ALL INFORMATION PROVIDED TO OR BY THE FOUNDATION UNDER THIS AGREEMENT IS PROVIDED "AS IS" WITH NO WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND THE FOUNDATION AND NEW MEMBER EACH EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO SUCH INFORMATION.

4.6 Governing Law. This Agreement shall be construed and controlled by the laws of the State of Delaware without reference to conflict of laws principles.

4.7 Notices. All notices or other communications to or upon any party shall be delivered to or at the addresses set forth on the signature page(s) hereto. For purposes of this Section, notice can include notice by written mail, electronic mail or by facsimile and shall be deemed served when sent;

provided, however, that notice of a breach of this Agreement and notice of termination of this Agreement shall be given by overnight courier service or certified mail, return receipt requested. Either party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

4.8 Complete Agreement; No Waiver. Except with respect to the Foundation's By-laws, IP Policy, Antitrust Policy, Privacy Policy, any Contribution Agreement (defined below), and any other policies and procedures that may be adopted by the Foundation from time to time in accordance with the By-laws, this Agreement, including all attachments, sets forth the entire understanding of the Foundation and New Member and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

4.9 Amendments. The Foundation may from time to time modify the terms of this Agreement in accordance with the By-laws. No amendments, modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by authorized representatives of the Foundation and New Member. If New Member does not agree to a modification to this Agreement that was approved in accordance with the By-laws, this Agreement and New Member's membership in the Foundation shall be terminated. Amendments shall be prospective only unless otherwise agreed to by the New Member and the Foundation.

4.10 No Rule of Strict Construction. Regardless of which party may have drafted this Agreement, no rule of strict construction shall be applied against either party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of this Agreement will continue in effect.

4.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

4.12 Compliance with Laws. Anything contained in this Agreement to the contrary notwithstanding, the obligations of the Foundation and New Member shall be subject to all laws, present and future, of any government having jurisdiction over the Foundation and New Member including, without limitation, all export and re-export laws and regulations. It is the intention of the Foundation and New Member that this Agreement and all referenced documents shall comply with all applicable laws and regulations.

4.13 Headings. The Foundation and New Member acknowledge that the headings to the sections hereof are for reference purposes only and shall not be used in the interpretation of this Agreement.

4.14 Assignment. New Member may not assign its rights or obligations under this Agreement without the prior written consent of the Foundation or as otherwise set forth in the By-laws. For purposes of this Agreement, an assignment shall be deemed to include a transfer or sale of all or substantially all of the business of New Member, or a merger, consolidation or other transaction that results in a change in control of New Member.

4.15 Force Majeure. Neither the Foundation nor New Member shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

4.16 General Construction. As used in this Agreement, the plural form and singular form each shall be deemed to include the other in all cases where such form would apply. “Includes” and “including” are not limiting, and “or” is not exclusive.

4.17 Independent Contractors. The relationship of the Foundation and New Member established by this Agreement is that of independent contractors. This Agreement does not give either party the power to direct and control the day to day activities of the other, constitute the parties as partners, joint venturers, co-owners, principal-agent or otherwise participants in a joint or common undertaking, or, except as expressly provided herein, allow either party to create or assume any obligation on behalf of the other for any purpose whatsoever.

4.18 Order of Precedence. Notwithstanding anything else to the contrary in this Agreement or in any other agreement entered into with the Foundation, in the case of the conflict between the terms of this Agreement and any other agreement except for any Open Fast Path Foundation Corporate Contribution License Agreement between New Member and the Foundation (the “Contribution Agreement”), the terms of this Agreement shall control. Notwithstanding anything else to the contrary in this Agreement, in the case of the conflict between the terms of this Agreement and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall control.

[Signature Page Follows]

In witness of this Agreement, the Foundation and New Member have executed this Agreement below,

Open Fast Path Foundation

By: _____

Name: _____

Title: _____

Date: _____

New Member:

Company: _____

By: _____

Name: _____

Title: _____

Date: _____

Notice Information:

Address: _____

Attention: _____

Telephone: _____

Fax: _____

e-mail: _____

EXHIBIT A

[By-laws]

http://www.openfastpath.org/downloads/OpenFastPath_Bylaws.pdf