

TIERED MEMBERSHIP REQUIREMENTS AND BENEFITS POLICY

OF

OPEN COMPUTE PROJECT FOUNDATION

Effective Date: [March 1, 2018]

Section I - Policy

This Tiered Membership Requirements and Benefits Policy (“**Tiered Membership Policy**”) supplements the Open Compute Project Foundation (“**OCP**”) Bylaws and the OCP Membership Agreement (“**Membership Agreement**”). Any terms used herein have the definition or meaning ascribed to them in the OCP Bylaws (“**Bylaws**”) and the Organizational Documents referred to therein, including the Open Compute Project Intellectual Property Rights Policy (“**IPR Policy**”) and the OCP Governance wiki located at <http://www.opencompute.org/wiki/Governance> (“**Governance Wiki**”). In the case of any inconsistency between terms of this Tiered Membership Policy and the terms of the OCP Bylaws, the terms of the Bylaws control. In the case of any conflict between the terms of this policy and the terms of the Membership Agreement, the terms of the Membership Agreement shall control.

Nothing contained herein grants members the right to use any logo or trademark of OCP in any manner without the express written permission from OCP. To the extent any member seeks to use the Membership Logo associated with the member’s membership tier level, member must agree to and abide by the Membership Logo Terms and Conditions (“**Trademark Terms**”).

OCP shall have the right to amend this Tiered Membership Policy, including the membership requirements and benefits, pursuant to Section 2(a) of the Membership Agreement.

Section II – Definitions

Contributions, Contribution Credit Structure, the Contribution Process, and Sponsorship are defined and/or discussed in the Open Compute Project IPR Policy and Governance Wiki.

OCP Non-Summit Event: Any OCP event that is not part of OCP’s annual Summit.

Section III – Annual requirement deadlines

A member’s first annual payment is due within thirty (30) days of execution of the Membership Agreement. Membership is not official and the Membership Agreement is not in effect until that first payment is made. The date of the first payment is the effective date of an organization’s Membership (“**Membership Effective Date**”), and all other annual requirements outlined below, including subsequent annual payments, are due each year on the anniversary of the Membership Effective Date.

Non-compliance with the requirements may result in the lowering of the existing Tiered Membership level to the next lower tier, until the requirements are met. Once the requirements are met, the appropriate tier will be reinstated. Consistent non-compliance will result in renewal at only the Silver

level. Members can only achieve upgrades to higher tiers upon meeting the appropriate requirements and no refund will be issued for membership fees already paid.

Section IV - Membership Categories

Pursuant to the Bylaws, there are two classes of OCP membership, as follows:

- a) Executive Members, and
- b) Non-Executive Members.

Organizations in either the Executive or Non-Executive Member class shall be a Tiered Member of OCP. The organization member shall select from one of the four categories of Tiered Membership, which are as follows

1) Community

- a) The requirements for Community level membership are as follows:
 - i) Execute the Membership Agreement; and
 - ii) Pay \$2,500 USD to OCP annually, for annual payments made on or after the Effective Date (members who paid annual fees prior to the Effective Date are not subject to this fee increase until their next annual payment).
- b) Community level members are entitled to the following benefits:
 - i) May use the OCP Community Level Membership Logo, so long as the member agrees to and abides by the Trademark Terms;
 - ii) Eligible to run for and, if elected, hold no more than one Leadership Position, so long as the member has made a Contribution that voting year;
 - iii) May vote in Project Lead elections; and
 - iv) May pay \$30,000 USD annually to be a Solution Provider if enrolled in the OCP Solution Provider Program, as governed by the terms of the Solution Provider / Component Provider Agreement (“Solution Provider Program”).
- c) Community level members can make a Contribution to OCP as follows:
 - i) May contribute a specification or a design package;
 - ii) May seek OCP Accepted™ recognition for their product, based on an existing accepted specification; and
 - iii) May make other Contributions as per OCP’s Contribution Process.

2) Silver

- a) The requirements for Silver level membership are as follows:
 - i) Execute the Membership Agreement; and
 - ii) Pay \$60,000 USD to OCP annually (or \$10,000 USD to OCP annually if the organization is a startup, having less than \$1,000,000 USD in annual revenue); and
 - iii) Sponsorship of one (1) OCP Non-Summit Event per year, or pay a \$5,000 opt-out fee per event (members who paid annual fees prior to the Effective Date are not subject to Sponsorship requirement until after their next annual payment).

- b) Silver level members are entitled to the following benefits:
 - i) May participate in one (1) Speaking Engagement as an OCP delegate.
 - ii) May use the OCP Silver Level Membership Logo, so long as the member agrees to and abides by the Trademark Terms;
 - iii) May vote in Project Lead elections, provided that the member may not hold more than ten percent (10%) of the total voting keys and must have registered on the website;
 - iv) Eligible to submit one vote in Incubation Committee elections;
 - v) Eligible to run for and, if elected, hold no more than one (1) Leadership Position;
 - vi) Ten percent (10%) discount off the regular price for Summit Sponsorship; and
 - iv) Shall be entitled to a quote for press releases, when requested from OCP and approved in writing by OCP, with at least thirty (30) day notice.
 - v) Pay \$25,000 USD annually to be a Solution Provider if enrolled in the Solution Provider Program, as governed by the terms of the Solution Provider Agreement.

- c) Silver level members can make a Contribution to OCP as follows:
 - i) May contribute a specification or a design package;
 - ii) May seek OCP Accepted™ or OCP Inspired™ product recognition for their product based on an existing accepted specification.
 - iii) Make other Contributions as per OCP's Contribution Process.

3) Gold

- a) The requirements for Gold level membership are as follows:
 - i) Execute the Membership Agreement; and
 - ii) Pay \$50,000 USD to OCP; and
 - iii) Make one (1) Contribution to OCP annually; and
 - iv) Sponsorships of two (2) OCP Non-Summit Events per year, or pay a \$5,000 opt-out fee per event (members who paid annual fees prior to the Effective Date are not subject to Sponsorship requirement until after their next annual payment).

- b) Gold level members are entitled to the following benefits:
 - i) May participate in two (2) Speaking Engagements as an OCP delegate.
 - ii) May use the OCP Gold Level Membership Logo, so long as the member agrees to and abides by the Trademark Terms;
 - iii) May vote in Project Lead elections, provided that the member may not hold more than ten percent (10%) of the total voting keys and must have registered on the website;
 - iv) Eligible to submit two (2) votes in Incubation Committee elections;
 - v) Eligible to run for and, if elected, hold no more than two (2) Leadership Positions;
 - vi) Fifteen percent (15%) discount off the regular price for Summit Sponsorship;
 - vii) Shall be entitled to a quote for press releases, when requested from OCP and approved in writing by OCP, with not less than thirty (30) days' notice;
 - viii) May pay \$20,000 USD annually to be a Solution Provider if enrolled in the Solution Provider Program, as governed by the terms of the Solution Provider Agreement.

- c) Gold level members may make a Contribution to OCP as follows:
 - i) May contribute a specification or a design package;

- ii) May seek OCP Accepted™ or OCP Inspired™ recognition for their product based on an existing accepted specification by OCP;
- iii) May make other Contributions as per OCP's Contribution Process; or
- iv) May pay a non-refundable opt-out fee of \$30,000 USD, in lieu of contribution requirement.
- v) If Contribution or Sponsorship requirements are not met within a year of the annual membership payment, a Gold level member will not be allowed to remain at the Gold or Platinum level until the opt-out fee(s) are paid.

4) Platinum

- a) The requirements for Platinum level membership are as follows:
 - i) Execute the Membership Agreement; and
 - ii) Pay \$40,000 USD to OCP annually; and
 - iii) Make two (2) Contributions annually (Platinum members who paid annual fees prior to the Effective Date are only required to make one (1) Contribution until their next annual payment, after which they are required to make two (2) Contributions annually to remain a Platinum member); and
 - iv) Sponsor three (3) OCP Non-Summit Events per year, or pay a \$5,000 opt-out fee per event (members who paid annual fees prior to the Effective Date are not subject to Sponsorship requirement until after their next annual payment).

- b) Platinum level members are entitled to the following benefits:
 - i) May participate in three (3) Speaking Engagements as an OCP delegate.
 - ii) May use the OCP Platinum Level Membership Logo, so long as the member agrees to and abides by the Trademark Terms;
 - iii) May vote in Project Lead elections, provided that the member may not hold more than ten percent (10%) of the total voting keys and must have registered on the website;
 - iv) Eligible to submit three (3) votes in Incubation Committee elections;
 - v) Eligible to run for and, if elected, hold no more than three (3) Leadership Positions;
 - vi) Twenty percent (20%) discount off the regular price for Summit Sponsorship;
 - vii) Shall be entitled to a quote for press releases, when requested from OCP with not less than thirty (30) days' notice;
 - viii) Eligible to have on-site OCP information briefings; and
 - ix) Eligible to request OCP resources be present in their booth at industry events; and
 - x) May pay \$15,000 USD annually to be a Solution Provider if enrolled in the Solution Provider Program, as governed by the terms of the Solution Provider Agreement.

- c) Platinum level members may make a Contribute to OCP as follows:
 - i) May contribute a specification or a design package;
 - ii) May seek OCP Accepted™ or OCP Inspired™ product recognition for their product based on an existing accepted specification;
 - iii) May make other contributions as per OCP's Contribution Process. Contribution credit will be determined by the Incubation Committee via a voting process.
 - iv) May pay a non-refundable Opt-Out fee \$60,000 USD in lieu of contribution requirement.
 - v) If Contribution requirements are not met within a year of the annual membership payment, a Platinum level member will not be allowed to remain at the Platinum level until the opt-out fee(s) are paid.

Section IV - Leadership Positions

1. A Leadership Position is one of the following:
 - a) Project Lead,
 - b) Incubation Committee Seat (excludes Chair and Vice Chair),
 - c) Director on the Board of Directors,
 - d) Leader of approved Regional OCP Communities.

2. Limitations on Leadership Positions include:
 - a) No person, including a Director on the Board of Directors, may hold more than one Leadership Position at any given point in time (this excludes the Incubation Chair and Vice Chair Positions),
 - b) Organizations may only hold one seat at a time on each individual governing body. Thus, for those organizations at the Gold or Platinum membership levels, the organization may be permitted to hold more than one Leadership Position as determined by membership level, but an organization may not hold more than one seat on any governing body.