



Open-Source FPGA Foundation Membership Agreement

THIS MEMBERSHIP AGREEMENT (the “Agreement”) is effective as of this _____ of , 20____ (the “Effective Date”) by and between OSFPGA Foundation (“OSFPGA”), a United States not-for-profit organization, and (“Member”), hereinafter individually and collectively referred to as the “Party/Parties“. Members of the OSFPGA Foundation shall be referred to collectively as the “Members”.

WHEREAS, the OSFPGA provides vendor-neutral, open collaboration, training/education, and development of software, firmware, and hardware open source frameworks, architectures, technologies, specifications, standards, platforms, design flows, and tools (the “OSFPGA Technology”);

WHEREAS, the OSFPGA Foundation has adopted bylaws calling for the creation of Membership Categories, as defined below, and setting forth a governance structure (the “Bylaws”), which can be found on its website at <https://www.osfpga.org/>;

WHEREAS, Member would like to become a member of the OSFPGA Foundation in the Membership category of (select one):

PREMIUM MEMBER _____
CORPORATE MEMBER _____
COMMUNITY MEMBER _____

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

1. MEMBERSHIP CATEGORIES. There shall be multiple categories of membership (“Membership categories”) as specified in the Bylaws and under Exhibit C, including Premium Members, Corporate Members, and Community Members.

2. MEMBERSHIP RIGHTS AND OBLIGATIONS

2.1 Generally. Member agrees to abide by the obligations set forth in the Bylaws and in this Agreement, including without limitation the requirements to pay the Annual Membership Fee established for its Membership category, if any, as set forth in Exhibit A hereto, as may be amended from time to time in accordance with the Bylaws. In addition to the foregoing, (i) Community Members shall be students, universities, startups (pre-revenue/pre-funding) and other individuals not representing a legal entity, and (ii) Corporate Members shall be legal public or private corporate or non-profit entities.

2.2 Compliance with Policies. As it pertains to their activities with the OSFPGA Foundation, Member agrees to abide by, and shall have all applicable rights and obligations as set forth in, the Bylaws, the Internal Rules, the OSFPGA Foundation Antitrust Policy, the OSFPGA Foundation Intellectual Property Policy (the “IP Policy”), and any and all additional policies, procedures and other governance rules adopted by the OSFPGA Foundation, as may be amended from time to time in accordance with the Bylaws.

2.3 Use of Member Name and Logo. Unless otherwise agreed, the OSFPGA Foundation may use Member’s company name and logo anywhere where, and in a consistent manner as, similar Members’ names and logos are displayed. Any use of Member’s logo shall be subject to the then current logo and trademark usage guidelines of Member. The OSFPGA Foundation may decline to display Member’s company logo if it, in its sole discretion, determines that it cannot reasonably meet the requirements of Member’s logo and trademark usage guidelines.

2.4 Use of OSFPGA Foundation Names, Logos, and Trademarks. Member agrees to comply with the then current OSFPGA Foundation Trademark Usage Guidelines in its use of any OSFPGA Foundation names, logos, or trademarks.

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 of this Agreement.

3.2 Termination. Member may terminate their membership or be removed there from in accordance with Article in the Bylaws. Upon termination of Member’s membership, this Membership Agreement shall terminate.

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

4. GENERAL

4.1 Authority to Execute Agreement. Member hereby represents, warrants and covenants to the OSFPGA 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 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 Member, enforceable in accordance with its terms.

4.2 No Other Licenses. By executing this Agreement, Member neither grants nor receives, by implication, estoppel, or otherwise, any rights under any copyright, patents or other intellectual property rights of the OSFPGA Foundation or another Member.

4.3 No Employment Relationship. Nothing in this Agreement is intended to give rise to an employer-employee relationship, including, but not limited to the relationship between Community Member and the OSFPGA Foundation.

4.4 No Warranty. The OSFPGA Foundation and Member each acknowledges that, except as otherwise agreed in writing and to the extent permissible by law, all information provided to or by the OSFPGA Foundation under this Agreement is provided "as is" with no warranties or conditions whatsoever, whether express, implied statutory or otherwise, and the OSFPGA Foundation and Member each expressly disclaim any warranty of merchantability, non-infringement, and fitness for any particular purpose with respect to such information.

4.5 Limitation of Liability. To the extent permissible by law, in no event will either the OSFPGA Foundation or Member be liable to each other under this Agreement for the cost of procuring substitute goods or services, lost profits, lost revenue, lost sales, loss of use, loss of data, or any incidental, consequential, direct, indirect, punitive or special damages, whether or not such Party had advance notice of the possibility of such losses or damages.

4.6 Governing Law. Any dispute arising out of or in relation with the conclusion, validity, existence, enforcement and termination of this Agreement, and its interpretation, on contractual or extra- contractual grounds shall be construed and governed by the laws of the United States without reference to conflict of laws principles.

4.7 Dispute resolution. Both the OSFPGA Foundation and Member irrevocably agree that the Courts of the State of Utah, United States, shall have exclusive jurisdiction to settle any dispute or claim (as detailed under Section 4.6). Notwithstanding the foregoing, if the dispute involves a Member that is an organization established by a treaty or other instrument governed by international law possessing its own international legal personality ("Intergovernmental Organization") and enjoys immunity from legal processes of any jurisdiction, national court or other authority, then the Parties agree that (a) Nothing in this Agreement and nothing in the Bylaws, Internal Rules, additional policies, procedures and other governance rules adopted by the OSFPGA Foundation constitutes or may be interpreted as a limitation upon or waiver of that immunity and (b) any dispute or claim (as detailed under Section 4.6) will be governed by the United States law and finally settled by arbitration. Unless otherwise agreed by the Parties in writing, arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one (1) or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Utah, United States. The language of arbitration shall be English.

4.8 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 will be served by electronic mail with acknowledgment of receipt. In the absence of reaction from the other Party within five (5) business days or if no acknowledgement of receipt is served within this period, the notifying Party will serve this notice by written mail, or in case of termination of this Agreement, by registered letter or by international courier. In any case, the notice will be deemed served validly when sent by electronic mail in accordance with this Section 4.8. 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.

4.9 Complete Agreement; No Waiver. Except with respect to the OSFPGA Foundation's Bylaws, IP Policy, the OSFPGA Foundation Antitrust Policy, and any and all additional policies, procedures and other governance rules that may be adopted by the OSFPGA Foundation from time to time in accordance with the Bylaws, and, for the avoidance of doubt, without prejudice to any statute (e.g. convention) governing a

Member which is an Intergovernmental Organization, this Agreement, including all attachments, sets forth the entire understanding of the OSFPGA Foundation and 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.

4.10 Amendment. Member shall be given at least thirty (30) days prior written notice of the effective date of an amendment to this Agreement in accordance with the Bylaws. If Member does not agree, such disagreement to be confirmed in writing, to an amendment to this Agreement that was approved in accordance with the Bylaws, Member may terminate this Agreement and Member's membership in the OSFPGA Foundation upon written notice by Member in accordance with Section 3 herein.

4.11 Counterparts. This Agreement may be signed in counterparts, in the number of originals stated hereinafter on the signature page. When taken together, the counterparts signed by all Parties shall constitute one and the same instrument.

4.12 Assignment. Member may not assign its rights or obligations under this Agreement without the prior written consent of the OSFPGA Foundation or as otherwise set forth in the Bylaws. 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 Member, or a merger, consolidation or other transaction that results in a change in control of Member.

4.13 Independent Contractors. The relationship of the OSFPGA Foundation and 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 ventures, 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.

4.14 Order of Precedence. Notwithstanding anything else to the contrary in this Agreement or in any other agreement entered into with the OSFPGA Foundation, in the case of the conflict between the terms of this Agreement and any other agreement the terms of this Agreement shall prevail.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW.

Done as per the Effective Date, in two originals. Each Party acknowledges receipt of its own original.

OSFPGA Foundation:

Signature: _____

Name:

Title:

Date:

Address:

Telephone:

E-mail:

Notice Information:

630 Komas Drive, Ste 239

Salt Lake City, UT, 84108

Telephone:

E-mail: membership@OSFPGA.org

Member:

Company:

Signature: _____

Name:

Title:

Date:

Notice Information:

Address:

Attention:

Telephone:

e-mail:

OSFPGA Foundation - Membership Fees - Dues

EXHIBIT A

FEE SCHEDULE AND MEMBERSHIP CATEGORY SELECTION

1. Annual Membership Fee

Your Annual Membership Fee is based on a combination of the Membership category you chose on page 1 of this Agreement (i.e. Premium, Corporate, or Community), as well as the type of your organization/company and your annual revenues, which you will indicate below in Table 1.

On an annual basis, on your Annual Billing Date as defined below, we will invoice you the amount indicated by your choice of Membership category and your selection in Table 1, in accordance with this Agreement and the OSFPGA Foundation Bylaws.

Please note:

By default, Member will be billed its Annual Membership Fee on the Effective Date of this Agreement, and on the anniversary of that date each year (the “**Annual Billing Date**”).

As an exception to the foregoing, if Member (i) has been or currently is a party to a OSFPGA Foundation membership agreement, and (ii) has paid its membership fees in full to OSFPGA Foundation, within the past twelve (12) months from the Effective Date of this Agreement, then the following shall apply to your Annual Membership Fee and Annual Billing Date:

1. Member’s Annual Billing Date will instead of the anniversary of the Effective Date be established on the anniversary of the effective date of Member’s membership with OSFPGA Foundation.
2. Member will not owe their Annual Membership Fee to OSFPGA Foundation until Member’s Annual Billing Date.
3. Member shall pay the Annual Membership Fee stated in Table 1 in full on every subsequent Annual Billing Date for the remainder of the term of this Agreement.

TABLE 1 – PLEASE CHECK THE APPROPRIATE BOX TO DESCRIBE YOUR ORGANIZATION AND ANNUAL MEMBERSHIP DUES

Please circle the member dues amount that applies to your organization type and size.

Membership Category	Membership Dues (in US Dollars)
Premium Member (Guaranteed Board Seat)	\$50,000

Corporate Member > \$1 billion or > 2000 employees	\$25,000
Corporate Member < \$1 billion or < 2000 employees	\$20,000
Corporate Member < \$500 million or < 1000 employees	\$15,000
Corporate Member < \$100 million or < 500 employees	\$10,000
Corporate Member < \$10 million or < 100 employees	\$5,000
Corporate Member < \$1 million or < 10 employees	\$2,500
Community Member Pre Revenue and Non Funded Startup	\$0
Community Member University, Academic Institution	\$0
Community Member Student (Proof of ID required)	\$0

If you have any questions, please direct them to info@osfpga.org. This Membership Agreement and other formal governance documents can be found on the OSFPGA Foundation website <https://www.osfpga.org/>.