

OPEN SCALABLE FILE SYSTEMS, INC.
Participation Agreement

PARTICIPATION LEVEL:
(Select one)

ANNUAL FEE:

___ **MEMBER**

\$ 1,000

___ **PARTICIPANT**

\$ 5,000

By the signature of its authorized representative below, Applicant, including 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 Certificate of Incorporation, and Bylaws (the "Organizational Documents"), of Open Scalable File Systems, Inc. ("OpenSFS") as may apply to the Applicant based on the Participation Level set forth above. Copies of the OpenSFS Organizational Documents are available for review at the OpenSFS website. Applicant is encouraged to review these materials prior to the execution of this Agreement.

No Participation Agreement is binding on OpenSFS unless accompanied by the annual fee as noted above. Membership in OpenSFS is generally open to any entity (i) supportive of OpenSFS' purpose and meeting the membership requirements as stated in the Bylaws, or established by the Board of Directors, or its delegate, (ii) that has executed this Participation Agreement, and (iii) paid the appropriate annual fee. Participation in OpenSFS is generally open to any entity supportive of OpenSFS' purpose that does not meet the membership requirements as stated in the Bylaws, or established by the Board of Directors, or its delegate, but has executed this Participation Agreement and paid the appropriate annual fee. 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 entry.

The term of this Agreement is on a year-to-year basis, expiring on the 365th day from the date of acceptance of this Agreement. OpenSFS will invoice the then-current renewal fee to Members and Participants ninety (90) days prior to the expiration of the pending term and payment thereof shall constitute a renewal at the previous Participation Level. Failure to make a timely renewal payment shall be cause for suspension or termination of this Agreement and any associated benefits.

The undersigned agrees that once accepted, all annual fees are nonrefundable for any reason, including termination of this Agreement. There is no duty to renew this Participation Agreement and renewal may only be accomplished as set forth above.

Any claim or dispute arising under or relating to this OpenSFS Participation Agreement is governed by the internal substantive laws of the State of California, without regard to principles of conflict of laws.

Company Name: _____	Date: _____
Contact Name: _____ (Name/Title)	
Company Address: _____ _____	
Telephone Number: _____	Fax Number: _____ <small>(Please Include Country Code where appropriate)</small>

Email Address: _____	Web Page URL: _____
Signature: _____	Date: _____
Name/Title: _____	_____

Payments may be made by check or wire transfer payable to the order of the "Open Scalable File System".

Primary Member/Participant Delegate: _____
Phone Number: _____ **Email Address:** _____

Alternate Member/Participant Delegate: _____
Phone Number: _____ **Email Address:** _____

What are your company's objectives for joining OpenSFS? Please briefly describe your company's Lustre or HPC activities:

Acceptance:

This Participation Agreement is accepted as of this ____ day of _____, 201__.

Open Scalable File Systems, Inc.
 A California Nonprofit Corporation

By: _____
 Name: _____
 Its: _____

Mail payment along with this completed form to:

OPEN SCALABLE FILE SYSTEMS, INC.
 3855 SW 153rd Drive
 Beaverton, OR 97003
Attn: Jen Franklin