

COMPUTE EXPRESS LINK CONSORTIUM, INC.

PARTICIPATION AGREEMENT

MEMBERSHIP CLASSIFICATION:	ANNUAL MEMBERSHIP FEE (as of <u> </u> ,20 <u> </u>)
<input type="checkbox"/> PROMOTER	\$ 25,000.00 Annually
<input type="checkbox"/> CONTRIBUTOR	\$ 10,000.00 Annually
<input type="checkbox"/> ADOPTER	\$ 0.00

This Participation Agreement (this “Agreement”) is signed by the undersigned (“Undersigned”) and **Compute Express Link Consortium, Inc.**, a Delaware nonprofit corporation (the “Corporation”). By signing this Agreement, the Undersigned hereby: (i) consents to and agrees to be a Member, as such term defined in the Corporation’s Bylaws (“Bylaws”), of the Corporation; and (ii) agrees that the Undersigned and its Affiliates (as such term is defined in the Bylaws) hereby agree to be bound by, and shall comply with, all of the terms and conditions of this Agreement, and to all of the terms and conditions of the following, as may be amended by the Corporation from time to time or at any time: (i) the Corporation’s Certificate of Incorporation and Bylaws (“Organizational Documents”); and (ii) all policies and procedures of the Corporation, including without limitation the Corporation’s Intellectual Property Policy (“Compute Express Link Consortium Policies”).

The Undersigned acknowledges that it has received copies of, and that Undersigned is deemed to have reviewed and approved, all Organizational Documents and Compute Express Link Consortium Policies prior to its execution of this Agreement. All capitalized terms used in this Agreement without definition shall have the meanings ascribed to such terms in the Bylaws.

This Agreement is not binding on the Corporation until: (i) the Member fee applicable to the Undersigned’s Member level (which fee may be modified by action of the Board of Directors of the Corporation at any time and from time to time after the effective date of this Agreement) has been received in full by the Corporation; and (ii) this Agreement has been signed by the Corporation (such signature date to be the effective date of this Agreement).

If the Corporation signs this Agreement, the Undersigned’s right to be admitted as, and its continued rights to act as, a Member of the Corporation are subject to the Undersigned’s continued compliance with this Agreement, all of the Organizational Documents, and all of the Compute Express Link Consortium Policies, including without limitation the Corporation’s Intellectual Property Policy.

The Undersigned further acknowledges and agrees that, subject to all of the qualifications and requirements of Members as set forth in the Organizational Documents and Compute Express Link Consortium Policies: (i) the Undersigned will initially be admitted to the Corporation in the Member level indicated above; and (ii) the Undersigned shall be admitted as a Member of the Corporation (in said initial Member level) for an initial term of one year and, subject to payment of all outstanding Member fees for the applicable Member level (at the time of renewal), shall automatically be renewed as a Member for successive one year terms until such time as the Undersigned notifies the Corporation of its withdrawal as a Member of this Corporation or the Member is terminated as a Member of the Corporation pursuant to the Organizational Documents.

The Undersigned agrees to pay in full the initial and all renewal Member fees as established by, and in accordance with, all Organizational Documents and Compute Express Link Consortium Policies. The Corporation will annually invoice the then current renewal Member fee to the Undersigned prior to the date the Member fees are due. Failure to make a timely payment shall be cause for termination of the Undersigned as a Member of the Corporation. The Undersigned agrees that once paid, all Member fees are nonrefundable for any reason, including withdrawal or termination as a Member of the Corporation.

All notices required under this Agreement, or under any Organizational Documents and Compute Express Link Consortium Policies, shall be in writing and sent to Undersigned’s representative designated below at the address set forth below, or to such other address as Undersigned may later specify by written notice to the Secretary of the Corporation or its designee. If the Undersigned does not update the contact information for its representative, then Undersigned waives any right to receive a timely and proper notice provided such notice is sent to the name and address on record for the Undersigned’s representative.

NAME OF UNDERSIGNED’S REPRESENTATIVE: _____
ADDRESS: _____
EMAIL: _____
TELEPHONE NUMBER: _____

BILLING INFORMATION (Please provide the following information for receipt of the Member fee invoice)
NAME OF BILLING CONTACT: _____

ADDRESS: _____
EMAIL: _____
TELEPHONE NUMBER: _____

Any claim or dispute arising under or relating to this Agreement, any Organizational Documents, or any of the Compute Express Link Consortium Policies, or otherwise arising out of the Undersigned's role as a Member of or Participation (as such term is defined in the Bylaws) in the Corporation shall be governed by the laws of the State of Delaware, without regard to principles of conflict of laws, and as otherwise set forth in any Organizational Document.

In the event the Member entered into any agreements prior to the incorporation of the Corporation related to specifications or standards which have been adopted by the Corporation as a Final Specifications, as such term is defined in the Bylaws (hereinafter the "**Pre-Incorporation Agreement**"), and if there are any provisions of the Pre-Incorporation Agreement which are inconsistent with any of the provisions of Corporation's Organizational Documents or Compute Express Link Consortium Policies, the Member hereby agrees that the provisions of the Corporation's Organizational Documents and Compute Express Link Consortium Policies shall govern.

This Agreement may only be amended by an instrument in writing duly executed by the Corporation and the Undersigned; provided, however, the Undersigned agrees that this Agreement requires Undersigned to comply with any and all amended Organizational Documents and amended Compute Express Link Consortium Policies in accordance with their terms.

By signing below, the individual executing this Agreement on behalf of the Undersigned represents and warrants that he/she has all requisite signing authority for and on behalf of, and all requisite ability to bind, the Undersigned seeking to be a Member of the Corporation.

Company Name:	_____	_____
Company Address:	_____ _____	
Telephone Number:	_____	Fax Number: _____
	(Please Include Country Code where appropriate)	
Email Address:	_____	Web Page URL: _____
Signature:	_____	Date: _____
Name/Title:	_____	_____

ACCEPTANCE AND EFFECTIVE DATE:

This Agreement is accepted by the Corporation, and is effective as of the date indicated below:

Compute Express Link Consortium, Inc.
A Delaware Corporation

By: _____
Name: _____
Its: _____
Effective Date: _____