

ULTRA ACCELERATOR LINK CONSORTIUM, INC.

PARTICIPATION AGREEMENT

MEMBER LEVEL:	ANNUAL MEMBERSHIP FEE
<input type="checkbox"/> CONTRIBUTOR	\$15,000.00 plus first year sign-up fee of \$10,000.00
<input type="checkbox"/> ADOPTER	\$3,000.00 plus first year sign-up fee of \$2,000.00

This Participation Agreement (this "**Agreement**") is signed by the undersigned ("**Undersigned**") and **ULTRA ACCELERATOR 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) acknowledges and agrees that the Undersigned and its Affiliates (as such term is defined in the Bylaws) hereby agree and consent to, are hereby bound by, and hereby agree to comply with, all of the terms and conditions of this Agreement, and to all of the terms and conditions of the following documents and instruments, as may be amended by the Corporation from time to time or at any time: (a) the Corporation's Certificate of Incorporation and Bylaws ("**Organizational Documents**"); and (b) all policies and procedures of the Corporation adopted from time to time or at any time, including without limitation the Corporation's Intellectual Property Policy and the Antitrust Policy (hereinafter collectively referred to as the "**UALink 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 UALink 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 UALink Consortium Policies.

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 UALink 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) and compliance with this Agreement, 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 terms and conditions of the Organizational Documents and UALink Consortium Policies.

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 UALink 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 or any of the UALink 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: _____

CITY: _____ STATE: _____ POSTAL CODE: _____

COUNTRY: _____ EMAIL: _____

TELEPHONE NUMBER WITH COUNTRY CODE: _____

BILLING INFORMATION (Please provide the following information for receipt of the Member fee invoice)

NAME OF BILLING CONTACT: _____

ADDRESS: _____

CITY: _____ STATE: _____ POSTAL CODE: _____

COUNTRY: _____ EMAIL: _____

TELEPHONE NUMBER WITH COUNTRY CODE: _____

Any claim or dispute arising under or relating to this Agreement, any Organizational Documents, or any of the UALink 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 and applicable UALink Consortium Policies.

In the event the Member or its Affiliate entered into any agreements prior to the incorporation of the Corporation which relate to any specifications or standards which (in whole or in part) become a Draft Specification of the Corporation and/or are adopted by the Corporation as a Final Specification of the Corporation, as such terms are contemplated by the Organizational Documents, the Corporation's Intellectual Property Policy, or any other UALink Consortium Policies (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, the Corporation's Intellectual Property Policy or any of its other UALink Consortium Policies, the Member (including, for the avoidance of doubt, on behalf of its Affiliates) hereby acknowledges and agrees that the terms and conditions of the Corporation's Organizational Documents, the Corporation's Intellectual Property Policy, and the other UALink Consortium Policies shall govern in all such instances.

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 UALink 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Company Name: _____		
Company Address: _____		

City: _____	State: _____	Postal Code: _____
Phone Number: _____	Fax: _____	
Primary Contact First and Last/Family Name: _____		
Primary Contact Email: _____		
Company Web Page URL: _____		
Signatory Name: _____	Job Title: _____	
Signature: _____	Date Signed: _____	

ACCEPTANCE AND EFFECTIVE DATE:

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

Ultra Accelerator Link Consortium, Inc., a Delaware Corporation

By: _____

Name: _____

Its: _____

Date Signed: _____