



Climate Savers Computing Initiative

NOTICE -- READ BEFORE SIGNING:
CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND FILL IN ALL BLANKS ON THE LAST TWO PAGES BEFORE SIGNING. SIGNING INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS WELL AS OF THE ORGANIZATIONAL DOCUMENTS (defined below). YOU WILL NOT BE ACCEPTED FOR ASSOCIATE LEVEL MEMBERSHIP IN THE INITIATIVE UNLESS YOU ACCEPT THE TERMS AND CONDITIONS STATED HEREIN. IF THE INITIATIVE ACCEPTS THIS AGREEMENT, WE WILL PROVIDE YOU WITH A COMPLETE COPY OF THIS FORM AND ANY ATTACHMENTS INDICATING THAT YOU HAVE BEEN ACCEPTED FOR ASSOCIATE LEVEL MEMBERSHIP.

Associate Level Membership Agreement (Annual Dues \$2,500)

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 Articles of Incorporation and Bylaws ("Organizational Documents") of the Climate Savers Computing Initiative ("the Initiative") as may apply to the Members set forth in the Organizational Documents, copies of which are available for review at <http://www.climatesaverscomputing.org/program/legal.html>. Applicant is encouraged to review these materials prior to the execution of this Agreement. Except as otherwise defined herein, all capitalized terms shall have the meanings given to them in the Bylaws.

No Membership Agreement is binding on the Initiative unless accompanied by a payment of the first year dues of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) US. By signing below, the individual executing this Agreement on behalf of Applicant warrants that he or she has all requisite signing authority for and on behalf of the entity seeking to participate. The parties acknowledge that the benefits and obligations of the parties hereto constitute good and valuable consideration for this Agreement.

The term of membership shall be on a year-to-year basis, expiring on the 365th day from the date of acceptance of this application. The Initiative will invoice the then-current renewal fee to Member ninety (90) days prior to the expiration of the pending term and Member's payment thereof shall constitute a renewal of its membership. Failure to make a timely renewal payment shall be cause for suspension and termination of participation and member benefits.

Applicant commits to using and encouraging the use of power-management tools per the Program Criteria (as defined in the Bylaws) on its personal computers and to purchasing energy-efficient computers and servers per Program Criteria in the future.

Associate Level Members that intend to use the Initiative Mark (defined below), must self-certify for each fiscal year of the Initiative that it has met or exceeded the Initiative's Program Criteria.

The Initiative may establish a program wherein a percentage of Members that use the Initiative Mark will be audited on a periodic basis to verify such Member's compliance with the Program Criteria ("Verification Program"). The Initiative may also establish a third-party testing program to test compliance of manufacturer's products against Program Criteria ("Compliance Program"). Applicant hereby agrees to, upon request, provide documentation sufficient for the Initiative to meet the goals of the Verification Program. Further, Applicants that are manufacturers hereby agree, that upon request, it will submit its products to such third-party testing program as determined by the Initiative Board of Directors and to provide such third-party testing program with requested documentation including, without limitation, its internal testing information. Applicant hereby agrees, upon request, to submit documentation to confirm compliance with purchasing goals and education activities. All information disclosed by Members pursuant to the

Verification Program and Compliance Program will be deemed confidential information to be used only for purposes of verifying Members' self-certification and only disclosed to such auditor and/or third-party tester as is appointed by the Board of Directors.

Agreement to Provide License to Initiative Mark. The Initiative has adopted a trademark ("Initiative Mark"). Upon acceptance of this Agreement by the Initiative, Applicant shall be offered a license to use the Initiative Mark pursuant to such terms and conditions as currently offered by the Initiative.

Use of Name. Upon acceptance of this Agreement, Applicant may publicly disclose that it is a member of the Initiative and the Initiative shall have the right to include the Applicant's name and Logo in any lists of members published by the Initiative and to announce that Applicant has joined the Initiative.

Governing Law/Jurisdiction. The laws of the State of Oregon govern this Agreement, without reference to the conflict of law principles thereof. Any action or litigation concerning this Agreement must take place exclusively in the federal or state courts in Portland, Oregon, and the parties expressly consent and agree to the exclusive jurisdiction of and venue in such courts and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to such courts. Applicant hereby consents to and agrees to service of process by mail or other method acceptable under the laws of the State of Oregon.

Assignment. This Agreement is binding upon and inures to the benefit of each Member's successors and lawful permitted assigns; however, the Member may not assign this Agreement, or any rights or obligations under it, whether by contract or by operation of law, except with the express written consent of the Initiative.

Severability. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect.

No Joint Venture. Neither this Agreement, nor any terms and conditions contained herein, will be construed as creating a partnership, joint venture, agency relationship or as granting a franchise.

Entire Agreement/Waiver. This Agreement, along with the Organizational Documents, which are incorporated herein by this reference, constitutes the entire agreement between the Applicant and the Initiative with respect to the subject matter hereof. Except as set forth in this Agreement or the attachments hereto, this Agreement will not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by each of the parties by their respective duly authorized representatives, provided that the Bylaws may be amended from time to time pursuant to the procedures set forth therein and under Oregon law. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

Acceptance. You will receive a countersigned copy of the Initiative's acceptance or rejection of this Agreement. Please keep a copy of that confirmation for your records.

Organization:		Primary Contact:	
Organization Address:		Contact Title:	
Phone:	Fax:	Email:	
Organization's Headquarters Location:		URL:	

Targeted number of personal computers deployed annually: _____

Targeted number of volume servers deployed annually: _____

Alternate Contact Name: _____ Title: _____
Email Address: _____ Phone: _____

Marketing Contact Name: _____ Title: _____
Email Address: _____ Phone: _____

Printed Name of Person Signing for Applicant: _____

Signature: _____ Date: _____

Title: _____

Acceptance:

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

Climate Savers Computing Initiative
an Oregon Nonprofit Corporation

By: _____

Name: _____

Its: _____