

OHIO IX
Senior Member Agreement

By the signature of its authorized representative below, Applicant hereby applies for Senior Membership in OHIO IX, an Ohio Nonprofit Corporation (the "Corporation") and agrees to be bound by the following terms, as well as the terms and conditions stated in the Corporation's Articles of Incorporation, Code of Regulations and any other governing documents of the Corporation ("Organizational Documents"):

1. Qualifications. Applicant represents that it is an operator of an Internet protocol network which has one or more direct connections to the Corporation's switches and that it has a publicly registered Autonomous System Number (ASN), as required by the Code of Regulations of the Corporation.
2. Membership Term. The Membership Term shall commence upon the later of (i) receipt of the Annual Dues (if applicable) and (ii) the date on which this Agreement is countersigned by the Corporation. The Membership Term shall expire on the 31st day of December of each year, unless termination occurs sooner pursuant to the Code of Regulations of the Corporation.
3. Renewal Upon Expiration of Membership Term. The Corporation will invoice Members for the next year's Annual Dues (if applicable) ninety (90) days prior to the expiration of the then current Membership Term and Member's payment thereof shall constitute a renewal of membership. Failure to pay Annual Dues (if applicable) shall be cause for suspension and termination of this Agreement and all Member benefits as provided in the Corporation's Code of Regulations.
4. Other Dues. The Corporation may require Members to pay additional dues, from time to time, as provided in the Corporation's Code of Regulations. Failure to pay these dues shall be cause for suspension and termination of this Agreement and all Member benefits as provided in the Corporation's Code of Regulations.
5. In-Kind Contributions. The Corporation, at its sole discretion, may accept in-kind contributions in lieu of Annual Dues and/or Other Dues on a recurring or non-recurring basis. The value of any in-kind contributions shall be mutually agreed upon by the Corporation and the Member and shall be set forth in writing.
6. Dues Nonrefundable. Once paid, all Member dues, whether Annual Dues, or otherwise, are nonrefundable.
7. Connectivity. Connectivity to the Corporation's facilities, as part of Senior Membership, is limited to a single 10Gbps port connection, which at the sole election of the Member, may be reduced to a 1Gbps connection. The lead time for establishing the Member's connectivity to the Corporation's facilities shall be based

on port availability at the time of request. Additional port connections will be subject to additional dues based on the Corporation's then-existing due's structure.

8. Representations and Warranties of Applicant's Representative. The individual executing this Agreement on behalf of Applicant represents and warrants that he or she has all requisite signing authority for and on behalf of Applicant.
9. Organizational Documents. Applicant agrees that it has been given an opportunity to review the Organizational Documents prior to signing this Agreement, and that it agrees to be bound by the provisions thereof.
10. Choice of Law. Any claim or dispute arising under or relating to this Senior Member Agreement shall be governed by the laws of the State of Ohio, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the Applicant, by its duly authorized representative, hereby submits its application for Senior Membership to OHIO IX and agrees to be bound by the terms of this Agreement.

APPLICANT

_____ Date: _____
Name of Organization

By:

Name: _____

Signature: _____

Title: _____

IN WITNESS WHEREOF, the Corporation, by its duly authorized representative, hereby accepts Applicant's Application for Senior Membership of OHIO IX.

OHIO IX

By: _____ Date: _____
Timothy N. Berelsman, Chairman

OHIO IX
Application for Senior Membership

| | |
|------------------------|--------------|
| Company Name: _____ | Date: _____ |
| Contact Name: _____ | |
| Company Address: _____ | |
| City: _____ | State: _____ |
| Telephone #: _____ | Fax #: _____ |
| Email Address: _____ | URL: _____ |
| Name (Print): _____ | Title: _____ |
| Signature: _____ | Date: _____ |

Alternate Contact Name: _____ **Phone Number:** _____

Email Address: _____ **Fax Number:** _____

Marketing Contact Name: _____ **Phone Number:** _____

Email Address: _____ **Fax Number:** _____

Please briefly describe the services or products sold or provided by your Company:

Autonomous System Number (ASN): _____

Please send this completed Agreement by mail:

OHIO IX
c/o Treasurer
PO Box 433
Worthington, OH 43085-0433

Or by e-mail:
membership@OHIOIX.net

Dues will be invoiced upon approval of application.