

THE LINUX FOUNDATION

THE YOCTO PROJECT FUND Directed Fund Participation Agreement

Thank you for your interest in joining the Yocto Project Fund (the “Directed Fund”), a directed fund project of The Linux Foundation (the “LF”). The purpose of the Directed Fund is to raise, budget and spend funds in support of the Yocto Project a Series of LF Projects, LLC (the “Technical Project”), an open source project and individual series of LF Projects, LLC, a Delaware series limited liability company. The governance for the Directed Fund will operate pursuant to the Directed Fund Charter (the “Charter”), set forth as Exhibit B, and as amended in the future by the Governing Board with the approval of the LF. Please note that you must be a member of the LF to be eligible to participate as a member of the Directed Fund. For further information, visit the Corporate Membership page at the LF web site.

Participants will enjoy the privileges and undertake the obligations described in the Charter, including Exhibit A-2, and will comply with all such policies as the LF Board of Directors and/or the Directed Fund’s Governing Board may from time to time adopt with notice to members. The LF reserves the right to refuse any Participation Agreement (the “Agreement”) submitted by a member who has payment obligations outstanding to the LF or to any other LF directed funds. Technical oversight governance for the Technical Project is set forth in the Technical Charter, available on the project website or source repository.

Please have this agreement executed by an authorized representative of the member company named below (“Member”) and submit through the online system or send a copy in PDF form by email to membership@linuxfoundation.org. A countersigned copy will be returned to you by email for your records when your eligibility for membership has been confirmed and an invoice will be emailed to you for payment of applicable membership fees. Note that this is not an indication of interest; execution of this agreement creates an irrevocable, binding obligation for the member company to make the payments provided for and to otherwise perform in accordance with its terms.

Contact Information: If you are an existing LF Member, all legal, billing and financial notices from the LF relating to your participation will be sent to the individuals already on file with the LF under those categories unless you designate a different individual in Exhibit A-1.

Membership Term and Fee Scale:

Membership requires a one-year membership commitment. In calculating the appropriate annual fee for Silver membership, please indicate your current consolidated employee headcount. Solely for purposes of calculating fees, Consolidated Employees include all employees of Related Companies (as defined in the Charter), which include any direct and indirect parent companies, and all sister and subsidiary entities. Employees do not include third party contractors.

At the first anniversary of membership, if membership is not canceled at least thirty days prior to the first anniversary of membership, a prorated amount of fees for the remainder of that calendar year will be assessed (and membership will proceed on a calendar-year based renewal cycle thereafter).

An initial full year’s payment of fees is due upon receipt and acceptance of an executed membership

agreement and payable within thirty days of the date of invoice from the LF. Agreements signed before the 15th of the month will be invoiced as if active on the first of the month of signature. Agreements signed on or after the 15th will be invoiced as if active on the 1st of the following month. All fee amounts are irrevocable and non-refundable commitments based in US Dollars. We reserve the right to refuse your Participation Agreement if you have outstanding obligations to the LF or any other LF projects. In no event will fees be refunded, upon a Member's resignation or otherwise.

Each Member acknowledges that the LF and other members of the Directed Fund depend upon reliable participation renewal information to budget effectively, and that the LF's ability to provide services to the Directed Fund would suffer in the event of nonpayment of participation fees. Each Member acknowledges The Linux Foundation's Good Standing Policy, available at <https://www.linuxfoundation.org/good-standing-policy>.

Notice of any increase in participation fees for the following calendar year will be given on or before October 15 in the current calendar year. Member's participation for each calendar year and any stub period, and its obligation to pay participation fees for the following calendar year or stub period, as applicable, will renew annually for successive one-year terms, unless the applicant delivers written notice of non-renewal to the LF on or before December 1 of the current membership year.

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Name of Member Company: _____

Membership Level (see Exhibit C): _____

Consolidated Employees (if applicable): _____

PR/Logo Usage: Do we have your permission to:
...display your logo on the Directed Fund's website (Yes or No)? _____
...announce your participation via press release (Yes or No)? _____

Preferred method(s) for receiving invoices (PDF or Hard Copy): _____

Is a Purchase Order (PO) required (Yes or No)? _____

If Yes, please provide the following details:

Name: _____

E-mail: _____

By signing below, the member acknowledges and agrees that, when signed and accepted by the LF, this agreement represents a binding contract between the parties and commits the applicant to these terms and obligations:

Authorized Representative of Member:

Accepted:

THE LINUX FOUNDATION

(Print Member Name)

NOT FOR SIGNATURE

Signature

Name

Title

Date

NOT FOR SIGNATURE

Signature

Name

Title

Date

Exhibit A-1

Primary Project Contact

(for all notices, including voting)

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Primary Technical Contact

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Primary Marketing Contact

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Primary PR Contact

(For approving press releases or quotes with respect to the Project)

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Legal Contact

(This contact should be your primary in-house attorney for open source matters with respect to the Project. If you do not have in-house counsel, please leave this blank.)

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Billing Address

Billing Contact

(All invoices will be sent to this email address unless the Member directs otherwise)

Name: _____

Title: _____

Phone No: _____

E-mail: _____

NOT FOR SIGNATURE

Exhibit A-2

The Yocto Project Fund – Current Member Benefits The Linux Foundation

In addition to those benefits as may be set forth in the Project’s Charter, Members of the Yocto Project shall be able to receive certain member benefits as set by time to time by vote of the Governing Board, subject to the availability of project resources. Unless also specified in the Charter, any benefit listed below may be modified or removed by the Governing Board by a standard vote taken in accordance with Section 5.a. of the Charter. At the start of the Project, the following additional benefits, according to their respective level of membership and as made available by the Governing Board and The Linux Foundation:

	Platinum	Gold	Silver
Governing Board Representative?	One appointee with two votes	One appointee with one vote	One elected rep with one vote for Silver Members as a class
Git Repo Placement	Priority listing	No	No
Regular Builds	Yes (multiple configurations)	Yes (single configuration)	No
Booth/Ad Logo	Yes	Yes	No
Advocacy Committee	One appointee with two votes	One appointee with one vote	Observation rights
Compatibility Badge	Platinum Compatible	Gold Compatible	Silver Compatible
Reference Platform Influence	Influence	No	No
Layer Testing	Layers tested before changes merge	Layers tested after changes merge	No

Additional information on these Yocto Project Member Benefits:

Git Repo placement: If eligible, it means a member organization can have priority placement of their repositories on git.yoctoproject.org.

Regular Builds: Platinum Members may have multiple configurations (for a board or device) included in the regular builds, while Gold Members may have a single configuration. The regular builds are an “acid” test of any changes made to the Project relative to these configurations and the integrity of other Yocto Project components. Regular Builds go hand in hand with Layer testing and Reference Platform influence.

Layer Testing: The Yocto Project would like layers to be validated against each official Yocto Project release. To provide the highest level of continuity for Platinum Member customers, based on QA results, the project will, within reason, provide preferential treatment to member organization layer patches in time for a new release. For Gold Member customer continuity, the layers will still be tested but once past a certain freeze date patches cannot be accepted. All other Members and non-member users will be dependent on the layer owners for testing and timely updates.

Reference Platform Influence: A member organization can request certain boards to be designated “reference platforms”. These are runtime tested as part of the QA procedures for a release and will be covered in the documentation. Requests are not guaranteed to be included, as included platforms depend greatly on resources available.

Compatible Badge: Members with compatible products or content have special member-designated compatible badges to use on their marketing materials. Those who are not members may use the generic Compatible badge if they meet the criteria set out in the Yocto Project Branding Program.

Booth / Ad Logo: The Yocto Project would like to emphasize those who contribute at the levels required to continue development and provide project stability in our marketing, PR, and event materials.

Exhibit B

The Yocto Project Fund Charter The Linux Foundation

1) Mission and Scope of the Yocto Project Fund.

- a) The primary mission of the Yocto Project Fund (the “Directed Fund”) is to raise, budget and spend funds in support of the Yocto Project a Series of LF Projects, LLC (the “Technical Project”), in accordance with the provisions of this Charter.
- b) The Directed Fund supports the Technical Project. The Directed Fund operates under the guidance of the Governing Board of the Directed Fund (the “Governing Board”) and The Linux Foundation (the “LF”) as may be consistent with The Linux Foundation’s tax-exempt status.
- c) The Governing Board manages the Directed Fund. The Directed Fund will also have an Advocacy Committee and other working groups, councils, committees and similar bodies (collectively, “Committees”) that may be established by the Governing Board. These committees report to the Governing Board.

2) Membership.

- a) The Directed Fund will be composed of Platinum, Gold, Silver and Associate Members (each, a “Member” and, collectively, the “Members”) in Good Standing. All Members must be current corporate members of the LF (at any level) to participate in the Directed Fund as a member. All participants in the Directed Fund, enjoy the privileges and undertake the obligations described in this Charter, as from time to time amended by the Governing Board with the approval of the LF. During the term of their membership, all members will comply with all such policies as the LF Board of Directors and/or the Directed Fund may adopt with notice to members.
- b) Platinum Members will be entitled, but not required, to appoint a representative to the Governing Board and any Committee (with respect to the Governing Board, each a “Platinum Representative”).
- c) Gold Members will be entitled to appoint a representative to the Governing Board (each a “Gold Representative”).
- d) Silver Members, acting as a class, will be entitled to annually elect one representative to the Governing Board (the “Silver Representative”). The Governing Board determines the election process.

- e) The Associate Member category of membership is limited to Associate Members of The Linux Foundation and acceptance as an Associate Member requires approval by the Governing Board, or, if the Governing Board sets additional criteria for joining the Directed Fund as an Associate Member, the meeting of such criteria. If an Associate Member is a membership organization, Associate Membership in the Directed Fund does not confer any benefits or rights to the members of the Associate Member.
- f) Members will be entitled to:
 - i) participate in Directed Fund general meetings, initiatives, events and any other activities; and
 - ii) identify themselves as members of the Yocto Project Fund supporting the Yocto Project community.

3) Governing Board

- a) The Governing Board voting members will consist of:
 - i) the Platinum Representatives;
 - ii) the Gold Representatives;
 - iii) the Silver Representative;
 - iv) the chair of the technical steering committee of the Technical Project (the “TSC”), or, in the absence of a chair and with the approval of the Governing Board, any active contributor to the Technical Project so designated by the TSC (such chair or designee the “TSC Representative”); and
 - v) the Technical Partner Representative (as defined below).
- b) The Technical Partner Representative will be an individual appointed to such position by the governing body of the Open Embedded Project. The Technical Partner Representative will have a single vote on any item to be voted upon by the Governing Board.
- c) Only one Member that is part of a group of Related Companies (as defined in Section 6) may appoint, or nominate for a membership class election, a representative on the Governing Board. No single Member, company or set of Related Companies will be entitled to: (i) appoint or nominate for Membership class election more than one representative for the Governing Board, or (ii) have more than two representatives on the Governing Board.
 - i) Please note that it will be acceptable for one Member to appoint or nominate a representative to the Governing Board and have another of its employees, or an employee of one of its direct or indirect subsidiaries, serve as the TSC Representative on the Governing Board.

d) Conduct of Meetings

- i) Governing Board meetings will be limited to the Governing Board representatives, the Advocacy Committee Chair, invited guests and LF staff.
- ii) Governing Board meetings follow the requirements for voting outlined in this Charter. Any Governing Board representative may name one alternate to attend in their place who will have full voting rights as the representative.
- iii) The Governing Board meetings will be private unless decided otherwise by the Governing Board. The Governing Board may invite guests to participate in consideration of specific Governing Board topics (but such guest may not participate in any vote on any matter before the Governing Board).

e) Officers

- i. The officers (“Officers”) of the Directed Fund as of the first meeting of the Governing Board will be a Chairperson (“Chair”) and a Treasurer. Additional Officer positions may be created by the Governing Board.
- ii. The Chair will be elected annually by the members of the Governing Board and will preside over meetings of the Governing Board, manage any day-to-day operational decisions, and will submit minutes for Governing Board approval. The Chair is not required to be a member of the Governing Board and will not have a vote on the Governing Board simply as a result of their position as Chair.
- iii. The Treasurer will assist in the preparation of budgets for Governing Board approval, monitor expenses against the budget and authorize expenditures approved in the budget.

f) The Governing Board will be responsible for overall management of the Directed Fund for the Yocto Project, including:

- i) approve a budget directing the use of funds raised by the Directed Fund from all sources of revenue;
- ii) nominate and elect Officers of the Directed Fund;
- iii) oversee all Directed Fund business and community outreach matters and work with the LF on any legal matters that arise;
- iv) adopt and maintain policies or rules and procedures for the Directed Fund (subject to LF approval);
- v) establish ad-hoc committees to resolve a particular matter or establish additional committees, in support of the mission of the Directed Fund;

- vi) establish an advisory committee made up of Governing Board representatives, individuals selected by the Governing Board as emeritus members and other individuals as may be decided by the Governing Board;
- vii) establish any conformance programs and solicit input (including testing tools) from the TSC for defining and administering any programs related to conformance with the Technical Project (a “Compliance Program”);
- viii) publish use cases, user stories, websites and priorities to help inform the ecosystem and technical community;
- ix) approve procedures for the nomination and election of the Silver Representative and any Officer or other positions created by the Governing Board; and
- x) vote on all decisions or matters coming before the Governing Board.

4) Advocacy Committee

- a) Participation on the Advocacy Committee is open to all Members and members of the Project community. The Advocacy Committee is expected to operate by rough consensus, and if the committee is not able to reach rough consensus, the issue will be referred to the Governing Board for a decision.
- b) The Advocacy Committee will be responsible for the design, development and execution of community outreach efforts on behalf of the Governing Board. The Advocacy Committee is expected to coordinate closely with the Governing Board and technical communities to maximize the outreach and visibility of the Technical Project throughout the industry.
- c) The Governing Board may appoint a Chair of the Advocacy Committee or delegate responsibility for selecting a Chair to the Advocacy Committee. The Advocacy Committee Chair will be responsible for reporting progress back to the Governing Board. The Advocacy Committee Chair may attend meetings of the Governing Board, but will not attend as a voting member of the Governing Board.

5) Voting

- a) All voting will be done electronically, whether by email, online voting system or other electronic means. Platinum Representatives have two votes each while other members of the Governing Board have one vote each. Appointees to any Committee by Platinum Members have two votes each while any other voting members of a Committee have one vote each. Votes will be held open for two weeks, and require the affirmative vote of 51% of participating votes. For the avoidance of doubt, any voting member of the Governing Board or any Committee who fails to vote during the two-week voting period will be deemed to be not participating for purposes of that vote.
- b) In the event of a tied vote with respect to an action that cannot be resolved by the Governing Board, the Chair may refer the matter to the LF for assistance in reaching a

decision. If there is a tied vote in any Committee that cannot be resolved, the matter may be referred to the Governing Board.

6) Subsidiaries and Related Companies

a) Definitions:

- i) “Subsidiaries” means any entity in which a Member owns, directly or indirectly, more than fifty percent of the voting securities or membership interests of the entity in question;
 - ii) “Related Company” means any entity which controls or is controlled by a Member or which, together with a Member, is under the common control of a third party, in each case where such control results from ownership, either directly or indirectly, of more than fifty percent of the voting securities or membership interests of the entity in question; and
 - iii) “Related Companies” are entities that are each a Related Company of a Member.
- b) Only the legal entity which has executed a Participation Agreement and its Subsidiaries will be entitled to enjoy the rights and privileges of such Membership; provided, however, that such Member and its Subsidiaries will be treated together as a single Member.
- c) If a Member is itself a foundation, association, consortium, open source project, membership organization, user group or other entity that has members or sponsors, then the rights and privileges granted to such Member will extend only to the employee-representatives of such Member, and not to its members or sponsors, unless otherwise approved by the Governing Board in a specific case.
- d) Directed Fund Membership is non-transferable, non-salable and non-assignable, except a Member may transfer its current Membership benefits and obligations to a successor of substantially all of its business or assets, whether by merger, sale or otherwise that is, or upon such transfer becomes, a member of The Linux Foundation.

7) Good Standing

- a) The Linux Foundation’s Good Standing Policy is available at <https://www.linuxfoundation.org/good-standing-policy> and will apply to Members of this Directed Fund.

8) Trademarks

- a) Any trademarks relating to the Directed Fund or Technical Project, including without limitation any mark relating to any Conformance Program, not otherwise held by The Linux Foundation, must be transferred to and held by LF Projects, LLC and available for use pursuant to LF Projects, LLC’s trademark usage policy, available at www.lfprojects.org/trademarks/.

9) Antitrust Guidelines

- a) All Members must abide by The Linux Foundation's Antitrust Policy available at <http://www.linuxfoundation.org/antitrust-policy>.
- b) All Members must encourage open participation from any organization able to meet the membership requirements, regardless of competitive interests. Put another way, the Governing Board will not seek to exclude any member based on any criteria, requirements or reasons other than those that are reasonable and applied on a non-discriminatory basis to all members.

10) Budget

- a) The Governing Board will approve an annual budget and never commit to spend in excess of funds raised. The budget and the purposes to which it is applied must be consistent with both (a) the non-profit and tax-exempt mission of The Linux Foundation and (b) the goals of Technical Project.
- b) The Linux Foundation will provide the Governing Board with regular reports of spend levels against the budget. Under no circumstances will The Linux Foundation have any expectation or obligation to undertake an action on behalf of the Directed Fund or otherwise related to the Directed Fund that is not covered in full by funds raised by the Directed Fund.
- c) In the event an unbudgeted or otherwise unfunded obligation arises related to the Directed Fund, The Linux Foundation will coordinate with the Governing Board to address gap funding requirements.

11) General & Administrative Expenses

- a) The Linux Foundation will have custody of and final authority over the usage of any fees, funds and other cash receipts.
- b) A General & Administrative (G&A) fee will be applied by the Linux Foundation to funds raised to cover Finance, Accounting, and operations. The G&A fee will be 9% of the Directed Fund's first \$1,000,000 of gross receipts each year and 6% of the Directed Fund's gross receipts each year over \$1,000,000.

12) General Rules and Operations. The Directed Fund activities must:

- a) engage in the work of the project in a professional manner consistent with maintaining a cohesive community, while also maintaining the goodwill and esteem of The Linux Foundation in the open source community;
- b) respect the rights of all trademark owners, including any branding and usage guidelines;
- c) engage or coordinate with The Linux Foundation on all outreach, website and marketing activities regarding the Directed Fund or on behalf of the Technical Project that invoke or

associate the name of the Technical Project or The Linux Foundation; and

- d) operate under such rules and procedures as (i) the Linux Foundation may from time to time adopt or (ii) may be approved by the Governing Board and confirmed by The Linux Foundation.

13) Amendments

- a) This Charter may be amended by a two-thirds vote of the entire Governing Board (for the avoidance of doubt, with Platinum Representatives having two votes each), subject to approval by The Linux Foundation.

NOT FOR SIGNATURE

Exhibit C

Membership Levels

The membership levels and associated fees are listed below.

Membership Class	Annual Membership Fees
Platinum Member	\$100,000
Gold Member	\$45,000
Silver Member	(See sliding scale)
Associate Member (pre-approved non-profits, open source projects, and government entities)	\$0

The annual fee for Silver membership is determined according to the following table, based on your current consolidated employee headcount:

Consolidated Employees	Annual General Membership Fees
5,000 and above	\$20,000
100 to 4,999	\$10,000
1 to 99	\$5,000

Linux Foundation (LF) Membership Information. Your organization will need to be a current member of the LF. If your organization is already a member of the LF, there is no need to do anything. If you are not a member of the LF, there are three tiers of LF membership available. The fees associated with each level of LF membership are included below for non-members to easily reference. Please visit the Corporate Membership page at the LF web site for full details:

- LF Platinum: \$500,000
- LF Gold: \$100,000
- LF Silver: Under 100 employees: \$5,000; 100-499 employees: \$10,000; 500-4,999 employees: \$15,000; 5,000 or more employees: \$20,000.
- LF Associate membership is available for non-profit, open source, and government entities at no cost.