

THE LINUX FOUNDATION

Civil Infrastructure Platform Participation Agreement

Thank you for your interest in participating in the Civil Infrastructure Platform (the “CIP”). CIP participants will enjoy the privileges and undertake the obligations described in the CIP Charter, Exhibit B, as from time to time amended by the Governing Board with the approval of The Linux Foundation (“LF”). **Please note** that (in the case of Platinum, Gold, and Silver Memberships) you must be a Corporate Member of the LF to be eligible to participate as a member of the CIP. For further information, visit the Corporate Membership page at the LF Web Site. Linux Foundation annual membership fees vary by tier. The Silver membership fee scale for membership in the Linux Foundation ranges, as of the date of this Agreement, from \$5,000 to \$20,000 per year depending upon an organization’s consolidated headcount. Membership fees for participation in the CIP are in addition to Linux Foundation membership fees.

Upon completion in full of this agreement, please sign and send a copy of this agreement in PDF form by email to membership@linuxfoundation.org, and an invoice will be sent to you. In each case, a countersigned copy of this application will be returned to you by email for your records when your eligibility for membership has been confirmed. Membership rights and privileges will not commence until payment in full of membership fees have been received by the LF.

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.

Silver Membership: In calculating the appropriate fee for Silver membership, please indicate below your consolidated employee headcount for the preceding fiscal year.

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 the following terms and obligations:

1. Member will make payment of the annual participation fee within thirty days of date of invoice from the LF. Notice of any increase in participation fees for the following calendar year will be given on or before November 15 in the current calendar year; provided, however, that in the case of a two-year membership commitment, membership fees for the second year of membership will not be increased.
2. Member’s participation for each calendar year, and its obligation to pay CIP participation fees for the following calendar year, will renew annually, unless the applicant delivers written notice of non-renewal to LF on or before December 1 of the current CIP membership year. Member acknowledges that LF and other foundation members depend on reliable participation renewal information to budget effectively, and that the LF's ability to provide services to foundation members will suffer in the event of nonpayment of Member’s participation fees.

3. Applicant will comply with all such policies as the LF Board of Directors and/or the CIP may from time to time adopt with notice to CIP members.

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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)

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibit A

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 e-mail address unless the Member directs otherwise)

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Exhibit B

Civil Infrastructure Platform

Charter

The Linux Foundation

Effective April 6, 2016 / Last amended September 22, 2021

1. Mission of the Civil Infrastructure Platform (the “CIP”).

- a. Create an open source, technical community to benefit the ecosystem of Linux and open source software within civil infrastructure.
- b. Include participation of leading members of this ecosystem.
- c. Establish an open source “base layer” of industrial grade software to enable the use and implementation in infrastructure projects of software building blocks that meet the safety, reliability and other requirements of industrial and civil infrastructure.
- d. Ensure long-term maintainability, upgrade-ability, and security of the “base layer”.
- e. Host the infrastructure for the open source project, establishing a neutral home for community meetings, events and collaborative discussions and providing structure around the business and technical governance of the CIP.

2. CIP Goals.

- a. Specification of a Linux based on-device reference software stack and an appropriate tool infrastructure for civil infrastructure systems.
- b. Sharing development and maintenance effort for an industrial and infrastructure grade base level software, the corresponding development tool chain and test infrastructure.
- c. Filling the gap between capabilities of the existing open source software and industrial and infrastructure requirements, addressing technical needs such as real-time and functional safety support, as well as long-term availability and compatibility (with the specific requirements regarding availability and compatibility to be determined by the TSC) and security.
- d. Drive widespread usage of the CIP software stack and acceptance in industry.
- e. Trigger development of an emerging ecosystem including tools and domain specific extensions.

3. Membership.

- a. The CIP shall be composed of Platinum, Gold, Silver and Associate Members. All Platinum, Gold, and Silver members must be current corporate members of The Linux Foundation at any level to participate in the CIP. Anyone may contribute to CIP's technical codebase regardless of membership status. All participants in CIP, including Associate Members, enjoy the privileges and undertake the obligations described in this CIP Charter, as from time to time amended by the Governing Board with the approval of The Linux Foundation and will comply with all such policies as The Linux Foundation Board of Directors and/or the CIP may from time to time adopt with notice to members.
- b. The Associate Member category of membership is limited to non-profits and open source projects, and requires approval by the Governing Board, or, if the Governing Board sets criteria for joining as an Associate Member, the meeting of such criteria. If the Associate Member is a membership organization, Associate Membership in CIP does not confer any benefits or rights to the members of the Associate Member.
- c. Platinum Members, Gold Members, Silver Members and Associate Members shall be entitled to:
 - i. participate in CIP initiatives, events and other activities; and
 - ii. identify their company as a member of, or participant in, the CIP.
- d. Platinum Members shall be entitled to appoint a representative to the Governing Board (each, a "Platinum GB Representative"), the Marketing Committee and any other committees established by the Governing Board.
- e. The Governing Board may approve an alternates policy.

4. Governing Board

- a. Composition – the Governing Board voting members shall consist of:
 - i. one representative appointed from each Platinum Member;
 - ii. one Gold Member representative elected annually by the Gold Members as a class for every three Gold Members (rounded up to the nearest whole number) up to a maximum of three Gold Member representatives.
 - iii. one Silver Member representative elected annually by the Silver Members for every 10 Silver Members as a class (rounded down to

the nearest whole number); with no more than three Silver representatives;

- iv. in the event that the Governing Board establishes an Advisory Committee, the chair of the Advisory Committee; and
- v. the TSC Chair.

b. Responsibilities:

- i. approve a budget directing the use of funds raised by CIP from all sources of revenue;
- ii. elect a Chair of the CIP to preside over meetings, authorize expenditures approved by the budget and manage any day-to-day operations; and
- iii. vote on decisions or matters before the Governing Board;
- iv. define and enforce policy regarding intellectual property (copyright, patent or trademark) of the project;
- v. direct marketing and certification efforts, if any;
- vi. approving procedures for the nomination and election of (1) Gold and Silver Member representatives to the Governing Board and (2) any officer or other positions created by the Governing Board;
- vii. oversee operations and qualification efforts;
- viii. establish and oversee any Governing Board committees created to drive the mission of the CIP; and
- ix. adopt and maintain policies or rules and procedures for CIP (subject to approval by The Linux Foundation) including but not limited to a Code of Conduct, a trademark policy and any compliance or certification policies.

5. Technical Steering Committee (“TSC”)

a. Composition – the TSC voting members shall consist of:

- i. Two voting representatives appointed by each Platinum Member; and
- ii. one voting representative appointed by each Gold Member; and

- iii. one voting representative elected by the Silver Members as a class for every 10 Silver Members, rounded down to the nearest whole number, and limited to a maximum of 3; and
 - iv. all Working Group chairs, each of whom will have one vote.
 - b. Additionally, the TSC may vote to add additional seats or change the method of composition of the TSC (which method will be detailed in the Project's code repository or web site).
 - c. The TSC shall appoint a TSC Chair, who will be a voting member of the Governing Board.
 - d. Responsibilities: The TSC shall be responsible for:
 - i. coordinating the technical direction of the CIP;
 - ii. communicating with external and industry organizations concerning CIP technical matters;
 - iii. appointing representatives to work with other open source or open standards communities;
 - iv. establishing election processes for Maintainers or other leadership roles in the technical community that are not within the scope of a single project;
 - v. creating sub-committees or working groups; and
 - vi. voting on technical matters relating to the code base.
 - e. The TSC will have the authority to (a) establish work flows for the establishment, operation and retirement of working groups and projects, and will be responsible for setting the criteria for what constitutes a working group and a project; (b) amend, adjust and refine the roles of Maintainers, Contributors and Committers set forth in Section 5.b., including creating new roles and documenting the responsibilities for such roles.

6. Marketing Committee

- a. Composition – the Marketing Committee voting members shall consist of:
 - i. two voting representatives appointed by each Platinum Member; and
 - ii. one voting representative appointed by each Gold Member; and
 - iii. one voting representative elected by the Silver and Associate Members as a class.

- b. Responsibilities: The Marketing Committee shall be responsible for designing, developing and executing marketing efforts on behalf of the Governing Board. The Marketing Committee is expected to coordinate closely with the Governing Board and technical communities to maximize the outreach and visibility of CIP throughout the industry.

7. Advisory Committee

- a. The Governing Board may, but is not required to, set up an Advisory Board consisting of end-users and other organizations and individuals interested in contributing ideas to the CIP.
- b. The Governing Board shall have authority to establish and from time to time amend policies governing participation in, and operation of, any such Advisory Board.

8. Voting

- a. While it is the goal of the project to operate as a consensus based community, if any decision requires a vote to move forward, the representatives on the Governing Board, TSC, or Marketing Committee, as applicable, shall vote on a one vote per representative basis.
- b. Quorum for Governing Board, TSC, Marketing Committee or Advisory Committee meetings shall require 60% of the voting representatives (in a case a company has two seats and only one representative is present, this representative counts twice) of the Governing Board, TSC, Marketing Committee or Advisory Committee, as applicable. The Governing Board, TSC, Marketing Committee or Advisory Committee may continue to meet if quorum is not met, but shall be prevented from making any decisions at the meeting. Excepted as provided under Section 14.f. or Section 15.a., decisions by vote at a meeting shall require a majority vote, provided quorum is met. Excepted as provided under Section 14.f. or Section 15.a., decisions by electronic vote without a meeting shall require a majority of all voting representatives.
- c. Decisions by vote shall be based on a majority vote only when sixty percent (60%) of the Governing Board, TSC, Marketing Committee or Advisory Committee representatives, as the case may be, are either present or participating electronically. In the case of the Governing Board, TSC, Marketing Committee or Advisory Committee, at any time when a Member has two appointees on such Governing Board, TSC, Marketing Committee, or Advisory Committee and only one such appointee is in attendance, the attending appointee may vote for both such Member's appointees.

- d. In the event of a tied vote, the Chair of the Governing Board, TSC, Marketing Committee or Advisory Committee, as applicable, shall be entitled to submit a tie-breaking vote.

9. Antitrust Guidelines

- a. All members shall abide by The Linux Foundation Antitrust Policy available at <http://www.linuxfoundation.org/antitrust-policy>.
- b. All members shall encourage open participation from any organization able to meet the membership requirements, regardless of competitive interests. Put another way, the Governing Board shall not seek to exclude members based on any criteria, requirements or reasons other than those used for all members.

10. Code of Conduct

- a. The Governing Board shall adopt a specific CIP code of conduct, with approval from The Linux Foundation.

11. Budget

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

12. General & Administrative Expenses

- a. The Governing Board shall be responsible for allocation of the project's budget. The Linux Foundation shall have custody of and authority over the usage of any fees, funds and other cash receipts.
- b. A General & Administrative (G&A) fee will be applied to funds raised to cover Finance, Accounting and operations. The G&A fee shall equal 9% of CIP's first \$1,000,000 of gross receipts and 6% of CIP's gross receipts over \$1,000,000.

- c. Under no circumstances shall The Linux Foundation be expected or required to undertake any action on behalf of CIP that is inconsistent with the tax exempt purpose of The Linux Foundation.

13. General Rules and Operations.

The Governing Board shall:

- a. demonstrate plans and the means to coordinate with the open source project's developer community, including on topics such as branding, logos, and other collateral that will represent the community;
- b. engage 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 software community;
- c. respect the rights of all trademark owners, including any branding and usage guidelines;
- d. engage The Linux Foundation for all press and analyst relations activities;
- e. upon request, provide information regarding project participation, including information regarding attendance at project-sponsored events, to The Linux Foundation;
- f. engage The Linux Foundation for any websites directly for the CIP; and
- g. operate under such rules and procedures as may from time to time be approved by the CIP Governing Board and confirmed by The Linux Foundation.

14. Intellectual Property Policy

- a. All new inbound kernel level code contributions to the CIP shall be made under the GNU General Public License, version 2 ("GPLv2", available at <http://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html>) accompanied by a Developer Certificate of Origin sign-off (<http://developercertificate.org>) that is submitted through a Board-approved contribution process which will bind the authorized contributor and, if not self-employed, their employer to the licenses expressly granted in the GPLv2 license, only with respect to such contribution, with no limitation, estoppel or effect on any other member of the CIP;
- b. All outbound kernel level code will be made available under the **GPLv2**;
- c. All new inbound non-kernel level code contributions to the CIP shall be made under Apache License, Version 2.0 (available at <http://www.apache.org/licenses/LICENSE-2.0> (the "Project License"))

accompanied by a Developer Certificate of Origin sign-off (<http://developtercertificate.org>) that is submitted through a Board-approved contribution process which will bind the authorized contributor and, if not self-employed, their employer to the licenses expressly granted in the Project License, only with respect to such contribution, with no limitation, estoppel or effect on any other member of the CIP;

- d. All outbound non-kernel level code will be made available under the **Project License**.
- e. All documentation will be received and made available by the CIP under the Creative Commons Attribution 4.0 International License (available at <http://creativecommons.org/licenses/by/4.0/>).
- f. If an alternative inbound or outbound license is required for compliance with the license for a leveraged open source project or is otherwise required to achieve the CIP's mission, the Governing Board may approve the use of an alternative license for inbound or outbound contributions on an exception basis. Any exceptions must be approved by a two-thirds vote of the entire Governing Board and by The Linux Foundation. Please email licensing@cip-project.org to obtain exception approval.

15. Amendments

- a. This charter may be amended by a two-thirds vote of the entire Governing Board, subject to approval by The Linux Foundation.

Exhibit C

Membership Levels

The membership levels and associated fees are listed below.

Membership Class	Annual Membership Fees²
Platinum Member	\$200,000
Gold Member	\$100,000
Silver Member	See <u>Fee Scale</u>
Associate Member ¹ (for a pre-approved open source project, non-governmental organization, academic institution, or government research institution)	\$0

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

Consolidated Employees³	Silver Fees²
3,000 employees and above	\$20,000
Between 1000 and 2,999	\$15,000
Less than 1000	\$5,000

¹ Requires approval by the CIP Governing Board for acceptance.

² All fee amounts are based in US Dollars. An initial full year's payment of fees is due upon Membership. At the first anniversary of membership a pro-rated 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).

³ Consolidated employees include all employees of the related companies, including any parent company, sister, or subsidiary entities, excluding third party contractors.

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.