THE LINUX FOUNDATION

Membership Agreement
Effective: 2020-06-12

The Linux Foundation ("The Linux Foundation") is a nonprofit mutual benefit corporation, for the purposes of "supporting, promoting, protecting, and standardizing Linux and open source software and technologies." Thank you for agreeing to join The Linux Foundation and for your help in our communities to achieve this purpose.

Please have this Agreement executed by an authorized representative of your company ("Member") and submit an executed electronic agreement via our online system or send an executed 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 sent to you for payment of applicable membership fees. The Linux Foundation will rely on the contact information provided in Exhibit A for any notices.

Note that this Agreement is not an indication of interest; execution of this agreement creates an irrevocable, binding obligation for the Member to make the payments provided for and to otherwise perform in accordance with its terms. The Linux Foundation may refuse any Participation Agreement submitted by a member that has payment obligations outstanding to The Linux Foundation or to any other The Linux Foundation directed fund.

Fees and Initial Membership Term

All membership Fees are based in US Dollars. All membership privileges will commence starting the date of execution of this Agreement. Unless agreed otherwise, all Fees will be due within thirty days of receipt of an invoice and subject to the Linux Foundation's Good Standing Policy.

For the purposes of calculating Silver membership fees, consolidated employees include all employees of the related companies, including any direct and indirect parent companies, and all sister, and subsidiary entities, excluding third party contractors.

Membership 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 of the month will be invoiced as if active on the 1st of the following month. The month listed on the invoice is the "Invoice Month".

The "Initial Membership Term" will start the date of execution of this Agreement and continue for 12 months from the Invoice Month.

Platinum membership is limited by The Linux Foundation's Bylaws. Agreements for Platinum membership will not be accepted or assured of an immediate board seat if all Platinum seats are occupied or otherwise limited.

Member acknowledges that The Linux Foundation and its members depend upon reliable membership renewal information to budget effectively, and that The Linux Foundation's ability to provide support to its communities and members will suffer in the event of nonpayment of membership Fees.

Renewal Term:

The first renewal membership period and invoice will be prorated for the remainder of that calendar year (a "Stub Period"). Starting at the second renewal of membership, membership will renew for successive 12-month terms ("Renewal Term") on a calendar year basis.

Notice of any increase in membership dues for the Stub Period or Renewal Term will be given on or before November 15 in the current calendar year.

Membership will renew automatically unless the Member delivers written notice of non-renewal to The Linux Foundation:
    a) on or before the first day of the last month of its Initial Membership Term, or
    b) by December 1 of any calendar membership year.

Compliance with Bylaws, Policies, and Project Charters

Member will comply with all the terms and conditions of The Linux Foundation's Bylaws, as they may be amended, and of such policies as the Board of Directors and/or committees of the Board may adopt, provided, however, that, with respect to policies applicable generally to all The Linux Foundation members, The Linux Foundation agrees that it will not adopt and require compliance with, or amend, any policy relating to patents or other intellectual property rights unless it gives at least sixty (60) days' notice to members prior to the effective date of such policy, or amendment, during which time the Member may choose to cancel its Membership. The Linux Foundation does not have an intellectual property policy related to The Linux Foundation membership. The Linux Foundation Bylaws and Policies are available at: https://www.linuxfoundation.org/policies. The technical governance and intellectual property policies for each technical project community hosted by The Linux Foundation and its affiliates (including LF Projects, LLC and Joint Development Foundation Projects, LLC) are set forth under the applicable charter for each project. Member agrees to comply with the charters of any specific project that it chooses to contribute to.

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Exhibit B – Membership Levels

The current Linux Foundation Membership levels and annual fees are as stated below:

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.