THE LINUX FOUNDATION

Zephyr Project
Directed Fund Participation Agreement

Thank you for your interest in participating in the Zephyr Project ("Zephyr"). Participants will enjoy the privileges and undertake the obligations described in the Zephyr Charter, Exhibit B, as from time to time amended by the Governing Board with the approval of The Linux Foundation ("LF") and will comply with all such policies as the LF Board of Directors and/or Zephyr may from time to time adopt with notice to members. **Please note** that you must be a Member of the LF to be eligible to participate as a member of Zephyr. For further information, visit the Corporate Membership page at the LF Web Site.

Please have this agreement executed by an authorized representative of the Linux Foundation member organization and send a copy 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 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. Unless authorized by the LF, 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.

Name of Member Company ("Member"): _____

Please check off your desired Membership class. In calculating the appropriate fee for Silver membership, please indicate your consolidated employee headcount for the preceding fiscal year.

Select	Membership Class	Annual Membership Fees[3,4]
☐	Platinum[1]	$100,000
☐	Silver	See Fee Scale
☐	Associate	$0

[1] Involves a two-year membership commitment.

Silver and End-User Membership Fee Scale:

Select	Consolidated Employees[2]	Silver Fees[3,4]
☐	3,000 employees and above	$20,000

☐	Between 1000 and 2,999	$15,000
☐	Between 500 and 999	$10,000
☐	Between 50 and 499	$7,500
☐	Less than 49	$5,000

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

[3] An initial full year's payment of fees is due upon Membership. In the case of Members with a two-year initial commitment, at the first anniversary of membership the second full year's payment is due. At the second anniversary of membership a pro-rated amount of fees for the remainder of that calendar year will be invoiced (and membership will proceed on a calendar-year based renewal cycle thereafter). In the case of Silver members, 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).

[4] All Fee amounts are based in US Dollars.

PR: Please initial here if you *do not want* the LF to announce your participation via press release: _____

Please initial here if you *do not want* the LF to include your company logo on the Project's website: _____

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 Member 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.

2. Member's participation for each calendar year, and its obligation to pay participation fees for the following calendar year, will renew annually, unless the Member delivers written notice of non-renewal to LF on or before December 1 of the current 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 the Foundation will suffer in the event of nonpayment of participation fees.

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

Member Authorization: Accepted:

_____   THE LINUX FOUNDATION
 (Print Member Name)

By:_____   By: _____
        (signature)

Name:_____   Name:_____

Title:_____   Title:_____

Date:_____   Date:_____

Contact Information Changes (if any):

Technical Contact:

      Title:

      Phone No:

      Email:

Marketing Contact:

      Title:

      Phone No:

      Email:

Legal/Financial Notices: Name/Title:

      Phone No:

      Fax No.:

      Email:

Billing Contact/Title:

      Phone/Fax No:

      Email:

      Billing Address:

      Please indicate acceptable method(s) for receiving invoices:

      Hard copy via Federal Express_____   PDF via email_____

      Is a PO Required?   Yes_____   No_____

Zephyr Project Charter (the "Charter")
The Linux Foundation
Effective August 17, 2017

1. **Mission of the Zephyr Project ("Zephyr," or, alternatively, the "Project").**

The mission of the Project is to:

   a. create an open source, technical community to benefit the ecosystem of Zephyr open source operating system, focused on Microcontroller and IoT use cases requiring a very small memory footprint that will work across a variety of hardware architectures;

   b. maintain a secure and auditable code base, while taking advantage of community participation;

   b. include participation of leading members of this ecosystem, including micro-controller manufacturers, hardware developers, software developers and other members of the ecosystem; and

   c. 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 Project.

2. **Membership.**

   a. The Project shall be composed of Platinum, Silver and Associate Members. All Platinum and Silver Members must be current corporate members of The Linux Foundation at any level to participate in the Project. Anyone may contribute to the Project's technical codebase regardless of membership status. All participants in the Project, including Associate Members, 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 Linux Foundation and will comply with all such policies as The Linux Foundation Board of Directors and/or the Project 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 Project does not confer any benefits or rights to the members of the Associate Member.

c. Platinum Members shall be entitled to appoint a representative to the Governing Board, Security Committee, Marketing Committee and any other committees established by the Governing Board. Platinum Members shall be entitled to appoint a representative, pursuant to Section 6, to the audited (secure) code base oversight committee (the "Security Committee"), and shall be entitled to nominate an individual to serve as the Certification Architect (as defined herein).

d. Silver Members shall be entitled to annually elect one representative to the Governing Board for every 10 Silver Members (rounding down to the nearest whole number) up to a maximum of three representatives; provided there shall always be, when there is one or more Silver Members, at least one Silver Member representative, even if there are less than 10 Silver Members.

e. Platinum Members, Silver Members and Associate Members shall be entitled to:

   i. participate in Project meetings (other than meetings of the Governing Board and Security Committee, participation in which is limited as described in this Charter), initiatives, events and any other activities; and

   ii. identify their company as a member of, or participant in, the Project.

3. Governing Board

a. Composition – the Governing Board voting members consist of:

   i. one appointed primary representative (or an Alternate Representative per Section 3.d.) from each Platinum Member;

   ii. elected Silver Member representative(s); and

   iii. the TSC Chair.

b. Responsibilities of the Governing Board:

   i. approve a budget directing the use of funds raised from all sources of revenue;

   ii. annually elect a Chair of the Project to preside over Governing Board meetings, authorize expenditures approved by the budget and manage any day-to-day operations;

   iii. oversee all non-technical business and marketing matters;

iv. working with the TSC, define and administer any programs for certification, including any Zephyr certification or safety certification readiness processes for the project;

v. determining the safety and certification standards that the Project pursues;

vi. approving procedures for the nomination and election of (1) Silver Member representatives to the Governing Board and (2) any officer or other positions created by the Governing Board;

vii. adopt and maintain policies or rules and procedures for the Project (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.

viii. establish and oversee any Governing Board committees created to drive the mission of the Project; and

ix. approving the Audit and Contribution Process Document (as defined in Section 4); and

x. vote on decisions or matters before the Governing Board.

c. Conduct of Meetings

i. Governing Board meetings shall be limited to the Governing Board representatives and invited guests and follow the requirements for quorum and voting outlined in this Charter. The Governing Board may decide whether to allow one named representative to attend as an alternate.

ii. The Governing Board meetings shall be confidential unless approved by the Governing Board. The Governing Board may invite guests to participate in Governing Board topics. The Governing Board should encourage transparency, including the public publication of public minutes within a reasonable time following their approval.

d. Alternate Representative Policy
i. Each primary representative on the Governing Board may identify an alternate person who may attend meetings and vote in the member's place (the "Alternate Representative").
1. In the case of a Platinum Member, the Alternate Representative may be another person from the Platinum Member organization.
2. In the case of a Silver Member, the Alternative Representative may be another person from another Silver Member organization.
3. In the case of a TSC representative, the Alternative Representative may be another person from the voting TSC members.

ii. The Governing Board primary representative and the Alternate Representative may not both attend meetings.

iii. The Alternate representative may be modified by at least 2-days advanced written (electronic) notice to the Governing Board.

iv. Alternative Representatives may not be elected to, or inherit from the primary representative, additional roles on the Governing Board.

e. Committee Chairs may also be invited to attend in a non-voting capacity to present updates from their committee.

4. **Technical Steering Committee ("TSC")**

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

   i. one appointed representative from each Platinum Member;

   ii. the Certification Architect, as defined in Section 6; and

   iii. appointed representatives proposed by the TSC at the rate of no more than one per quarter.

b. TSC projects generally will involve Maintainers, Committers and Contributors:

   i. Maintainer: lead committers on a subsystem identified by the TSC (e.g. Architecture, code subsystems, etc.) but not including the Security Committee. Maintainers shall also serve as the subsystem's representative on the TSC. Maintainers may become voting members of the TSC by approval of the existing TSC voting members.

   ii. Committer: has the ability to commit code to the project's main branch; and may become a maintainer with approval of existing TSC voting members.

   iii. Contributor: anyone in the community that contributes code or documentation to the project. Contributors may become committers by approval of the existing committers.

c. Participation in the Project through becoming a contributor, committer and/or maintainer is open to all. The TSC may (1) establish work flow procedures for the submission, approval and closure/archiving of projects, (2) set requirements for the promotion of contributors and committers to maintainer status (subject to the requirements of Section 4.b.), and (3) amend, adjust and refine the roles of maintainers (subject to the requirements of Section 4.b.), committers and contributors listed in Section 4. b., and publicly document such roles, as it sees fit.

d. The voting members of the TSC shall elect a TSC Chair every 2 years, who will be a voting member of the Governing Board and expected to act as a liaison between the Governing Board and technical leadership of the project.

e. Responsibilities: The TSC shall also be responsible for:

    i. coordinating the technical direction of the Project;

    ii. approving individual projects and designated maintainers according to a project lifecycle document to be developed by the TSC;

    iii. communicating with external and industry organizations concerning Project technical matters;

    iv. appointing representatives to work with other open source or open standards communities;

    v. establishing election processes for Maintainers or other leadership roles in the technical community that are not within the scope of a single project;

    vi. creating sub-committees or working groups to focus on cross-project technical issues or opportunities;

    vii. subject to the approval of the Governing Board, creating and amending, as may be required from time to time, a process document (the "Audit and Contribution Process Document") which outlines and describes the procedures for contributing to, maintenance of, and auditing of the audited (secure) code base; and

    viii. voting on technical matters relating to the code base.

f. The Certification Architect shall serve on the TSC as a "security maintainer," and is responsible for verifying that the Project is following the processes for selected standards that the Security Committee recommends and that the Project is appropriately documenting features to move from the stable code base to the audited (secure) code base. It is intended that Maintainers will seek the sign-off from the Certification Architect prior to implementing significant changes to the stable code base where such changes may result in significant changes in functionality between the stable and audited (secure) code bases.

5. **Marketing Committee**

a. Composition – the Marketing Committee voting members shall consist of:

     i.   one appointed voting representative from each Platinum Member;

     ii.   non-voting representative(s) from any member; and

b.   The Marketing Committee shall elect a Marketing Committee Chair annually, who will drive the agenda for the Marketing Committee, coordinate with The Linux Foundation and provide updates to the Governing Board as requested.

c.   Any Committer or maintainer from the technical community may participate in the Marketing Committee in a non-voting capacity.

d.   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 the Project throughout the industry.

6. Security Committee

a.   Composition – the Security Committee members shall consist of:

     i.   one appointed voting representative from each Platinum Member, plus

     ii.   non-voting Silver Member representatives who shall not count towards quorum.

b.   Responsibilities – the Security Committee shall be responsible for:

     i.   the definition of the processes to ensure an auditable (secure) code base, as well as any associated certification artifacts ("Security Artifacts");

     ii.   annually elect a Platinum Representative on the Security Committee to serve as chair of the Security Committee; and

     iii.   select a certification architect (the "Certification Architect").

c.   Security Artifacts – Unless otherwise approved by the Governing Board, only Platinum Members will have access to the Security Artifacts.

d.   Conduct of Meetings

     i.   Security Committee meetings shall be limited to the Security Committee representatives and invited guests and follow the requirements for quorum and voting outlined in this Charter. The Security Committee may decide whether to allow one named representative to attend as an alternate.

ii. The Security Committee meetings shall be confidential unless approved by the Security Committee. The Security Committee may invite guests to participate in Security Committee topics. Except as approved by the Security Committee, minutes of the meetings of the Security Committee shall not be published.

7. 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 of the Governing Board, TSC, Marketing Committee or Security Committee, as applicable, shall vote on a one vote per representative basis.

b. Quorum for Governing Board, TSC, Marketing Committee and Security Committee meetings shall require 60% of the voting representatives of the Governing Board, TSC, Marketing Committee or Security Committee, as applicable. The Governing Board, TSC, Marketing Committee or Security 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 13.d. or Section 14.a., decisions by vote at a meeting shall require a majority vote, provided quorum is met. Excepted as provided under Section 13.d. or Section 14.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, provided that at least sixty percent (60%) of the Governing Board, TSC, Marketing Committee, Security Committee or other committee representatives, as applicable, must be either present or participating electronically or by written action in order to conduct a valid vote.

d. In the event of a tied vote with respect to an action by the Governing Board, TSC, Marketing Committee, Security Committee or other committee created by the Governing Board, the chair of such board or committee shall be entitled to submit a tie-breaking vote.

e. The Chair of the Governing Board, TSC, Marketing Committee, Security Committee or other committee created by the Governing Board, as applicable, may conduct any vote using an appropriate electronic voting mechanism including the collection of votes via email. In the case of an electronic vote where the topic has not been previously discussed in a meeting, if any two voting representatives object to the electronic vote, they shall automatically force the topic onto the agenda at the next meeting at which point the decision may then be put up for a vote.

8. 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.

9. **Code of Conduct**

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

10. **Budget**

a. The Governing Board shall approve an annual budget and never commit to spend in excess of funds raised. The budget 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 the Project or otherwise related to the Project that will not be covered in full by funds raised by the Project. In the event of any unbudgeted or otherwise unfunded obligation arises related to the Project, The Linux Foundation will coordinate with the Governing Board to address gap funding requirements.

11. **General & Administrative Expenses**

a. The Linux Foundation shall 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 shall equal 9% of the Project's first $1,000,000 of gross receipts and 6% of the Project'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 the Project that is inconsistent with the tax exempt purpose of The Linux Foundation.

12. **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 front-facing marketing websites directly for the Project; and

g. operate under such rules and procedures as may from time to time be approved by the Project's Governing Board and confirmed by The Linux Foundation.

13. Intellectual Property Policy

a. All new inbound code contributions to the Project shall be made under the Apache License, Version 2.0 (available at http://www.apache.org/licenses/LICENSE-2.0) 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 Apache License, Version 2.0, only with respect to such contribution, with no limitation, estoppel or effect on any other member of the Project;

b. All outbound code will be made available under the Apache License, Version 2.0.

c. Contributed documentation will be received and made available by the Project under the Creative Commons Attribution 4.0 International License (available at http://creativecommons.org/licenses/by/4.0/).

d. 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 Project'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@zephyrproject.org** to obtain exception approval.

14. Amendments

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