THE LINUX FOUNDATION

TODO Group
Membership Agreement v2.0

Thank you for your interest in participating in the TODO Group ("TODO"). **Please note** that you must be a Member of the LF to be eligible to participate as a General Member of TODO. 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 TODO Group Charter, Exhibit B, as from time to time amended by the Steering Committee with the approval of The Linux Foundation ("LF") and will comply with all such policies as the LF Board of Directors and/or the TODO Steering Committee may from time to time adopt with notice to members, including but not limited to the intellectual property provisions relating to an TODO Member's contributions set forth in the Charter. The Steering Committee shall give all General Members at least thirty (30) days' notice prior to the date on which any material change to the TODO Group Charter or any TODO policy or procedure governing intellectual property will be effective, such that the Member may resign its membership prior to the effective date. You may resign as a member of TODO at any time by providing written notice to LF.

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. 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.

For all members, an initial full year's payment of fees is due upon receipt and acceptance of an executed membership agreement and payable within thirty (30) days of the date of invoice from the LF. Premier members undertake an initial two (2) year membership commitment as described below. All Fee amounts are irrevocable commitments based in US Dollars. In no event shall fees be refunded, upon a Member's resignation or otherwise.

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 its obligation to pay participation fees for the following calendar year, will renew annually, unless the applicant delivers written notice of non-renewal to the LF on or before December 1 of the current membership year. Applicant acknowledges that the LF and other TODO members depend upon reliable participation renewal information to budget effectively, and that the LF's ability to provide services to TODO would suffer in the event of nonpayment of participation fees.

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 <u>Exhibit A</u>.

Name of Member Company: _____

Please check off your desired Membership class.

Select	Membership Class	Annual Membership Fees
☐	General Member	$0 (required LF membership)

[1] For General Members, at the first anniversary of membership, if membership is renewed, 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).

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

Please initial here if you ***do not want*** the LF to include your company logo on the TODO 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 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

Contact Information Changes (if any):

Primary Contact (for all notices): _____

      Title: _____

      Phone Number:_____

      Email: _____

Billing Contact/Title: _____

      Phone Number: _____

      Fax: _____

      Email: _____

      Billing Address: _____

      _____

Please indicate acceptable method(s) for receiving invoices:

Hard copy via Federal Express_____   PDF via email_____

[Remainder of page intentionally left blank]

<u>**Exhibit B**</u>

TODO Group Charter
Effective Feb. 14, 2016 (Amended as of Nov. 10, 2019)

1. Mission of the TODO Group ("TODO").

The TODO Group's mission is to identify key policy and process choices related to corporate open source engagement and create tools and educational materials that promote best practices around such engagements.

2. Membership

The TODO Group membership is composed of individuals deeply involved in running open source programs setup to drive open source across divisions and product lines within their company. These individuals have learned from practical experience what it takes to successfully engage in or create open source projects and build effective internal open source programs that guide how developers in their company engage in external communities.

The TODO Group shall be composed of the General Members and a Steering Committee. Anyone may participate as a General Member as long as they meet the General Member Qualifications. At such time as a General Member no longer meets the qualifications, their General Member status will be rescinded.

    i.   General Member Qualifications: An individual may be qualified to join TODO Group as a General Member if they:

        a.   Are an employee of an organization with development teams that use or contribute to open source projects across multiple divisions, products, or departments,

        b.   in a role that manages, oversees, or guides the organization's policies and contributions to open source projects (an "Open Source Program Office"),

        c.   and the organization does not derive a significant portion of its revenue as a solution provider to other OSPOs.

    ii.   General Members shall be entitled to:

        a.   Participate in TODO Group Working Groups, meetings, initiatives, events and any other activities;

        b.   identify their company as a member or participant in the TODO Group; and

      c.   nominate one individual for election to the Steering Committee.

3. Steering Committee

    i.   Responsibility: The Steering Committee shall be responsible for:

        a.   coordinating with the group's Program Manager to manage day-to-day operations of the group;

        b.   overseeing all business and marketing matters;

        c.   approving, modifying or eliminating Working Groups;

        d.   adopting and maintaining policies, rules, and/or procedures for the group (subject to LF approval) including but not limited to a Code of Conduct, a trademark policy and any other policies;

        e.   approving procedures for the nomination, election, and appointment of Steering Committee members;

        f.   approving procedures for the nomination and election of any officer or other positions created by the Steering Committee;

        g.   voting on all decisions or matters coming before the Steering Committee.

    ii.   Composition:

        a.   Steering Committee members shall be nominated or appointed for their expertise, contribution to the advancement of open source program management, and diversity of backgrounds and opinions.

        b.   The Steering Committee shall be composed of seven (7) General Members, with five (5) elected and two (2) appointed.

        c.   Committee member terms shall begin on January 1st of the year following election or appointment, and terminate on December 31st of the second year following election or appointment.

        d.   In each calendar year, the group shall hold an election to fill elected positions which will be vacated at the end of that year. The election process shall include nominations and voting during the month of September.

        e.   In each calendar year, the committee shall appoint one (1) member to fill the appointed position which will be vacated at the end of that year. The

appointment shall be made during the month of October, by the current members of the commitee at that time.

f.   In even-numbered years, two (2) elected positions and one (1) appointed position shall be filled by the election and appointment processes.

g.   In odd-numbered years, three (3) elected positions and one (1) appointed position shall be filled by the election and appointment processes.

h.   If any committee member should resign or otherwise be unable to complete their term for any reason, with more than six (6) months remaining in their term, the remaining committee members shall appoint a replacement member. For election or appointment purposes, that member's term will end when the outgoing member's term would have ended.

i.   If any committee member should resign or otherwise be unable to complete their term for any reason, with six (6) months or fewer remaining in their term, their position will be left unfilled until the regularly scheduled election or appointment process for that position.

j.   Elections shall be run using the Condorcet-IRV method through the Cornell online service (http://civs.cs.cornell.edu/). The methodology or service used in future elections may be changed via a five (5) member approval vote of current members of the committee at that time.

iii.   Any issues that the Steering Committee is unable to resolve shall be referred to The Linux Foundation for resolution.

4. Officers

The Steering Committee shall elect a Chairperson, and if so desired, may elect such other officers as it may choose. All officers shall be elected annually. There are no limits on the number of terms an officer may serve.

5. Voting

Actions of the Steering Committee may be taken at in-person meetings, via conference call, or through electronic means, including email or IRC. In order for any action to be effective, it shall be approved by a simple majority of the Steering Committee members participating in person and/or by conference call, when a quorum is so present. Quorum shall be met when at least five (5) members of the Steering Committee are present. Any vote may be taken without a meeting electronically but shall require a majority of the entire Steering Committee to pass.

6. Working Groups

The TODO Group will host Working Groups for members to contribute to that are intended to accelerate its mission. Initial Working Groups are expected to cover topics including, but not limited to:

- Well documented software to facilitate the management of open source software engagement by an organization

- Blog and wiki articles providing recommendations on how to manage open source engagement by an organization

7. Operating Principles

i. TODO member meeting mechanisms and expected frequency

   a. Member meetings may take place via electronic means or face-to-face. Face-to-face meeting locations and times will be set by the Steering Committee.

   b. Meetings will occur at least once per quarter.

   c. Details of meeting mechanisms and instructions for attendance will be published reasonably in advance to all members in good standing.

ii. Communication mechanisms

   a. All public communication not during meetings will take place over the public group mailing list(s) accessible to members and non-members alike.

   b. All private communication not during meetings will take place over the private group mailing list for members only.

iii. Level of confidentiality

   a. All communication during meetings will be under Chatham House Rules.

   b. All communication on the private mailing list will be restricted to members only and not permitted for public distribution.

   c. All communication on the public mailing list will be public.

8. Antitrust Guidelines

i. All members shall abide by The Linux Foundation Antitrust Policy available at: https://www.linuxfoundation.org/antitrust-policy/.

ii. All members shall encourage open participation from any organization able to meet the membership requirements, regardless of competitive interests. Put another way, the TODO Group shall not seek to exclude members based on any criteria, requirements or reasons other than those used for all members.

9. **General Rules and Operations.** The TODO Group shall be conducted so as to:

i. 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 software community;

ii. respect the rights of all trademark owners, including any branding and usage guidelines;

iii. engage The Linux Foundation for all TODO press and analyst relations activities;

iv. upon request, provide information regarding Project participation, including information regarding attendance at Project-sponsored events, to The Linux Foundation;

v. coordinate with The Linux Foundation in relation to any websites created directly for TODO; and

vi. operate under such rules and procedures as may from time to time be approved by the Steering Committee and confirmed by The Linux Foundation.

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

10. **Intellectual Property Policy**

i. All contributions shall be accompanied by a Developer Certificate of Origin sign-off (http://developercertificate.org).

ii. All new inbound code contributions to TODO shall be made under the Apache License, Version 2.0 (available at http://www.apache.org/licenses/LICENSE-2.0) or an alternative OSI-approved open source license clearly identified by the contributor in the contribution in accordance with the DCO. All documentation will be contributed to and made available to TODO under the Creative Commons Attribution 4.0 International License (available

athttp://creativecommons.org/licenses/by/4.0/) or an alternative OSI-approved open source license clearly identified by the contributor in the contribution in accordance with the DCO.

iii.   All outbound code will be made available under the license for the inbound contribution.

iv.   Any TODO member may raise an objection or concern regarding any contribution made under an alternative license to the Steering Committee for resolution.

11. Amendments and Notice

i.   This Charter may be amended, and additional rules may be adopted, at any time by a two-thirds majority of all then serving Steering Committee members with final approval from The Linux Foundation.