Technical Charter (the "Charter")

for

CHIPS Alliance Project a Series of LF Projects, LLC

Adopted April 28, 2020 / Last amended April 1, 2021

This charter (the "Charter") sets forth the responsibilities and procedures for technical contribution to, and oversight of, the CHIPS Alliance Project, which has been established as CHIPS Alliance Project, a Series of LF Projects, LLC (the "Project"). LF Projects, LLC ("LF Projects") is a Delaware series limited liability company. The manager of the LF Projects, LLC is the LF Projects Manager (hereafter "LF Projects Manager"). The series manager of the Project, as described in the Series Agreement for the Project is the Series Manager (hereafter "Series Manager"). All Contributors to the Project must comply with the terms of this Charter.

1. **Mission and Scope of the Project**

    a. The mission of the Project is to develop and host open source projects (the "Subprojects") with the goals indicated in the "README" file within the Project's code repository.

    b. The scope of the Project includes hardware and software design and development under an open source license supporting the mission, including the development of CHIPS Alliance IP Cores comprised of any and all of the following: RISC-V compute cores, accelerators, SOC buses, networks on chip and related software and documentation.

2. **Technical Steering Committee**

    a. The Technical Steering Committee (the "TSC") will be responsible for all technical oversight of the open source Project.

    b. Subprojects with similar characteristics will be organized into Workgroups, each of which will operate under a Workgroup charter approved by the TSC. Each Subproject's Committers will choose one representative from among themselves to lead the development process and to represent the Subproject in Workgroup activities. Each Workgroup will be responsible for drafting and updating the Workgroup charter, based upon a template charter to be approved by the TSC. Each Workgroup will elect a chair (the "Workgroup Chair") from among its representatives to coordinate Workgroup activity and to represent the Workgroup on the TSC.

    c. The TSC voting members consist of elected representatives from each of the Subprojects. The Committers of each Subproject will elect one (1) representative to the TSC at the time that the Subproject is transferred into the Project. The TSC voting members will be as set forth within the "CONTRIBUTING" file within the

CHIPS Alliance's code repository. Each Subproject's Committers may determine the schedule for frequency of election of their representative to the TSC. Any meetings of the Technical Steering Committee are intended to be open to the public, and can be conducted electronically, via teleconference, or in person.

d. Subprojects generally will involve Contributors and Committers. The TSC may adopt or modify roles so long as the roles are documented in the CONTRIBUTING file. Unless otherwise documented:

   i. Contributors include anyone in the technical community that contributes code, documentation, or other technical artifacts to the Project;

   ii. Committers are Contributors who have earned the ability to modify ("commit") source code, documentation or other technical artifacts in a project's repository; and

   iii. A Contributor may become a Committer by a majority approval of the existing Committers. A Committer may be removed by a majority approval of the other existing Committers.

e. Each Contributor and Committer shall abide and be bound by the terms of this Charter.

f. The TSC may (1) establish work flow procedures for the submission, approval, and closure/archiving of Subprojects, (2) set requirements for the promotion of Contributors to Committer status, as applicable, and (3) amend, adjust, refine and/or eliminate the roles of Contributors, and Committers, and create new roles, and publicly document any TSC roles, as it sees fit.

g. The TSC may elect a TSC Chair, who will preside over meetings of the TSC and will serve until their resignation or replacement by the TSC. The TSC Chair, or any other TSC member so designated by the TSC, will serve as the primary communication contact between the Project and the CHIPS Alliance Fund of The Linux Foundation (the "CHIPS Alliance Fund").

h. Responsibilities: The TSC will be responsible for all aspects of oversight relating to the Project, which may include:

   i. coordinating the technical direction of the Project;

   ii. approving Workgroup or Subproject proposals (including, but not limited to, incubation, deprecation, and changes to a Subproject's scope);

   iii. organizing Subprojects into Workgroups, and removing Subprojects and Workgroups;

   iv. creating sub-committees or working groups to focus on technical issues and requirements that involve multiple Workgroups;

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

    vi.   establishment of any specification of the Project (each, a "Specification") proposed to the Governing Board of the CHIPS Alliance Fund (the "Governing Board") for approval as Released and then Final Specification and all interim versions of specifications;

    vii.   establishing community norms, workflows, issuing releases, and security issue reporting policies;

    viii.   approving and implementing policies and processes for contributing (to be published in the CONTRIBUTING file) and coordinating with the Series Manager to resolve matters or concerns that may arise as set forth in Section 7 of this Charter;

    ix.   discussions, seeking consensus, and where necessary, voting on technical matters relating to the code base that affect multiple Subprojects; and

    x.   coordinating any marketing, events, or communications regarding the Project with the LF Projects Manager or their designee.

3. TSC Voting

a. While the Project aims to operate as a consensus-based community, if any TSC decision requires a vote to move the Project forward, the voting members of the TSC will vote on a one vote per voting member basis.

b. Quorum for TSC meetings requires at least fifty percent of all voting members of the TSC to be present. The TSC may continue to meet if quorum is not met, but will be prevented from making any decisions at the meeting.

c. Except as provided in Section 7.c. and 8.a, decisions by vote at a meeting require a majority vote of those in attendance, provided quorum is met. Decisions made by electronic vote without a meeting require a majority vote of all voting members of the TSC.

d. In the event a vote cannot be resolved by the TSC, any voting member of the TSC may refer the matter to the Series Manager for assistance in reaching a resolution.

4. Compliance with Policies

a. This Charter is subject to the Series Agreement for the Project and the Operating Agreement of LF Projects. Contributors will comply with the policies of LF Projects as may be adopted and amended by LF Projects, including, without limitation the policies listed at https://lfprojects.org/policies/.

b. The TSC may adopt a code of conduct ("CoC") for the Project, which is subject to approval by the Series Manager. Contributors to the Project will comply with the CoC or, in the event that a Project-specific CoC has not been approved, the LF Projects Code of Conduct listed at https://lfprojects.org/policies/.

c. When amending or adopting any policy applicable to the Project, LF Projects will publish such policy, as to be amended or adopted, on its web site at least 30 days prior to such policy taking effect; provided, however, that in the case of any amendment of the Trademark Policy or Terms of Use of LF Projects, any such amendment is effective upon publication on LF Project's web site.

d. All participants must allow open participation from any individual or organization meeting the requirements for contributing under this Charter and any policies adopted for all participants by the TSC, regardless of competitive interests. Put another way, the Project community must not seek to exclude any participant based on any criteria, requirement, or reason other than those that are reasonable and applied on a non-discriminatory basis to all participants in the Project community.

e. The Project will operate in a transparent, open, collaborative, and ethical manner at all times. The output of all Project discussions, proposals, timelines, decisions, and status should be made open and easily visible to all. Any potential violations of this requirement should be reported immediately to the LF Projects Manager.

5. **Community Assets**

a. LF Projects will hold title to all trade or service marks used by the Project ("Project Trademarks"), whether based on common law or registered rights. Project Trademarks will be transferred and assigned to LF Projects to hold on behalf of the Project. Any use of any Project Trademarks by participants in the Project will be in accordance with the license from LF Projects and inure to the benefit of LF Projects.

b. The Project will, as permitted and in accordance with such license from LF Projects, develop and own all Project GitHub and social media accounts, and domain name registrations created by the Project community.

c. Under no circumstances will LF Projects be expected or required to undertake any action on behalf of the Project that is inconsistent with the tax-exempt status or purpose, as applicable, of LFP, Inc. or LF Projects, LLC.

6. **General Rules and Operations.**

a. The Project will:

   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 LF Projects, LFP, Inc. and other partner organizations in the open source software community; and

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

7. Intellectual Property Policy

a. Participants acknowledge that the copyright in all new contributions will be retained by the copyright holder as independent works of authorship and that no contributor or copyright holder will be required to assign copyrights to the Project.

b. Except as described in Section 7.c., all contributions to the Project are subject to the following:

    i. All inbound contributions that participants make to a specification, other documentation or software code to the Project must be made under contributor license agreements for companies and for individuals, as applicable, in the forms approved by the Governing Board.

    ii. In addition, any contributions to a specification will also be made with the patent commitments contained in, and subject to the obligations contained in, the Open Web Foundation Final Specification Agreement (OWFa 0.9) (Necessary Claims, available at http://www.openwebfoundation.org/legal/the-0-9-agreements---necessary-claims/agreement-09) with respect to such contributions, except that participants need not make commitments with respect to patent claims that are not necessarily infringed by such participants' contributions, or implementations thereof, or by combination of their contribution, or implementations thereof, with the work to which such contribution was submitted.

    iii. A contributor may elect to avoid undertaking further obligations under OWFa 0.9 (Necessary Claims) with respect to any subsequent contributions to a Released Specification at any time by providing thirty days' notice to the Governing Board. Subsequent to opting out of a Released Specification, contributors may resume their obligations at any time by also providing notice to the Governing Board. Opt-out notifications will be listed in a publicly-available document on a project website and/or in the relevant Project or Subproject repository.

    iv. If a contributor opts out of OWFa 0.9 (Necessary Claims) obligations as set forth in Section 7(b)(iii), that contributor will not be bound to make patent commitments with respect to subsequent contributions to the Specification unless they either (1) resume their obligations as set forth in Section 7(b)(iii), or (2) subsequently contribute any new material to the Specification. Patent commitments under OWFa 0.9 (Necessary Claims)

for contributions that are made prior to an opt-out notification will remain in effect, including commitments for prior contributions included in subsequent releases of the Specification.

    v. All new inbound code contributions must also be accompanied by a Developer Certificate of Origin (http://developercertificate.org) sign-off in the source code system that is submitted through a TSC-approved contribution process which will bind the authorized contributor and, if not self-employed, their employer to the applicable license.

   vi. All outbound code will be made available under the Apache License, Version 2.0 (available at http://www.apache.org/licenses/LICENSE-2.0).

  vii. Documentation will be made available by the Project under the Creative Commons Attribution 4.0 International License (available at http://creativecommons.org/licenses/by/4.0/).

 viii. The Project may seek to integrate and contribute back to other open source projects ("Upstream Projects"). In such cases, the Project will conform to all license requirements of the Upstream Projects, including dependencies, leveraged by the Project. Upstream Project code contributions not stored within the Project's main code repository will comply with the contribution process and license terms for the applicable Upstream Project.

c. The TSC may approve the use of an alternative license or licenses for inbound or outbound contributions on an exception basis. To request an exception, please describe the contribution, the alternative open source license(s), and the justification for using an alternative open source license for the Project. License exceptions must be approved by a two-thirds vote of the entire TSC. Any contribution to a specification will also include an OWFa 0.9 (Necessary Claims) commitment for such new contribution under Section 7(a)(i), subject to opt-out notifications as described in Sections 7(b)(iii) and 7(b)(iv).

d. Contributed files should contain license information, such as SPDX short form identifiers, indicating the open source license or licenses pertaining to the file.

8. Amendments

a. This charter may be amended by a two-thirds vote of the entire TSC and is subject to approval by LF Projects.