Dear Participant,

Congratulations on your acceptance to The Open Mainframe Project Intern Program! This letter will confirm the agreement between you and the The Open Mainframe Project ("Open Mainframe") concerning your participation in the Open Mainframe internships (the "Program"). In this agreement, the terms "you" and "your" means you, a person who has been accepted to the Program subject to this agreement, and who is agreeing to be bound by this agreement. "Open Mainframe" refers to the Open Mainframe Project, with a principal place of business in California. The term of this internship will be from July 1st, 2019 to September 13th, 2019.

The Project.   You agree to perform the Project as set out below:

Project: Boost Context module implementation for s390x

Mentor: Dan Horák

Your project should be your primary focus during the duration of the Program and you should dedicate 40 hours per week to it. From time to time, you will deliver all of your work product related to your Project ("Project Work Product") to Open Mainframe through your Volunteer Mentor (as indicated above) or otherwise. Please discuss with your mentor any adjustments that need to be made to your Project Work Product goals based on your progress with the project, interests, and current goals of the project team. While you retain any copyright or patent rights in the Project, you hereby license contributions as indicated in the Open Mainframe Project Charter as outlined below:

- All new inbound kernel level code contributions to the Project 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 Project;
- All outbound kernel level code will be made available under the GPLv2;
- All new inbound non-kernel level 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

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> respect to such contribution, with no limitation, estoppel or effect on any other member of the Project;
- All outbound non-kernel level code will be made available under the Apache License, Version 2.0.
- All 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/).

Relationship of Parties. It is expressly agreed that in your performance of the Project you will not be an employee or agent of Open Mainframe. It is also agreed that you shall have no right to make any commitments on behalf of Open Mainframe.

Stipend. Open Mainframe will pay you a $6,000 stipend for the Project in accordance with the following schedule. Participants will be in good standing if they have used their best efforts to complete their Project Work Product. Whether or not you are in good standing is within the sole judgment of your Volunteer Mentor upon consultation with the Program coordinators. You understand and agree that Open Mainframe does not have the ability to control, direct, or instruct the Volunteer Mentor's judgment regarding your good standing. You may request that the Program coordinators review the Volunteer Mentor's decision.

- July 1st, 2019: $500 will be sent to you if you have begun your Project.

- August 2nd, 2019: $2,500 will be sent to you if you are in good standing with your Volunteer Mentor

- September 13th, 2019: $3,000 will be sent to you if your Volunteer Mentor has determined that you have successfully completed your internship.

In addition to being subject to your good standing, payment according to this schedule is subject to the timely receipt of appropriate tax documentation which you will provide to the Open Mainframe as it may request.

Taxes, Insurance, Benefits and Business Expenses.

You shall be solely responsible for any workers' compensation insurance and unemployment insurance and for the withholding and payment of all federal and state income taxes and social security and Medicare taxes and other legally-required payments on sums received from Open Mainframe, including any foreign taxes, that may be required of you. You will also be solely responsible for any comprehensive general liability, automobile and other insurance and assume all risk in connection with the adequacy of any and all such insurance which you elect to obtain.

Neither you nor any dependent or other individual claiming through you will be eligible to participate in, or receive benefits under, any of the employee benefit

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plans maintained by Open Mainframe. You hereby waive all rights, if any, to participate in, or receive benefits under, any of the Open Mainframe plans. You also agree never to make a claim under any of Open Mainframe's plans and you agree to indemnify and hold Open Mainframe and its plans and all those connected with them harmless from all liabilities and expenses in any way arising out of any such claim by you or by anyone claiming through you.

You shall be solely responsible for all expenses incurred by you in the performance of the Project.

Warranties. You hereby represent, warrant, and agree that:
(a) all Project Work Product (code and non-code submissions)
> (i) are your own original, previously unpublished and unproduced work;
> (ii) are not submitted in violation of any obligation or agreement (including any obligation to any past or current employer);
> (iii) do not contain any confidential information and do not infringe on any copyright or trademark or, to your knowledge, any patent; and
> (iv) do not violate any applicable laws and are not malicious, defamatory, libelous, pornographic, or obscene;
 (b) you are eligible to work in the country in which you will reside throughout the duration of the program;
(c) you are not a resident or national of Cuba, Iran, North Korea, Syria, Sudan;
(d) you are not a person or entity restricted by US export controls or sanctions programs; and
(e) you are or will be 18 years of age or older by July 1st, 2019

Limitation of Liability. You understand and agree that Open Mainframe does not and can not control the actions of other participants (including your Volunteer Mentor), and that in no event shall Open Mainframe, its officers, directors, employees, or suppliers be liable for any special, incidental or consequential damages arising out of or in connection with the Program. In no event will Open Mainframe, its officers, directors, employees, or suppliers be liable to you in excess of the Stipend to be paid pursuant to this Agreement, by any reason of act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong. You recognize and agree that without this limitation of liability Open Mainframe would not be able to offer this Program, which furthers Open Mainframe's non-profit purposes.

Termination. This Agreement and your participation may be terminated by Open Mainframe at any time, with or without cause, by notice to you. Upon termination of this Agreement, Open Mainframe shall have no further obligation to you, other than for payment in accordance with the Stipend section, above.

Miscellaneous.

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Choice of Law. Any action related to this Agreement will be governed by laws of the State of California (except that body of law controlling conflict of laws). The parties hereby exclusively and irrevocably submit to, and waive any objection against the personal jurisdiction of the United States District Court of California, and the State Courts of the State of California in San Francisco County.

Assignment. This Agreement shall extend to and shall be binding upon the parties hereto, and their respective successors and assigns; provided however, that because the program is designed in part to help you learn how to apply your skills to Free and Open Source Software you may not assign or delegate this Agreement, or any rights, duties, or obligations without written approval by Open Mainframe.

Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

Entire Agreement. This letter contains the entire agreement between you and Open Mainframe, and replaces all prior agreements, whether written or oral, with respect to the services to be provided by you to the Company and all related matters. This agreement may not be amended or assigned and no breach may be waived unless agreed to in writing by you and Open Mainframe. In accepting this offer, you give Open Mainframe assurance that you have not relied on any agreements or representations, express or implied, that are not set forth expressly in this letter. If the terms of this letter are acceptable to you, please sign, date and return it to me no later than April 15th, 2019. At the time you sign and return it, this letter shall take effect as a legally-binding agreement between you and Open Mainframe on the basis set forth above. The enclosed copy of this letter, which you should also sign and date, is for your records.

Sincerely,

DocuSigned by:

Lisbeth McNabb

2F03F97EFB734FB... Lisbeth McNabb
CFO COO - Linux Foundation
Open Mainframe Project

Accepted and Agreed:

DocuSigned by:

Naveen Naidu

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Date: **4/8/2019** _____

Wire Transfer Bank Details

I hereby authorize The Linux Foundation to initiate payments to my account at the financial institution named below. Further, I agree not to hold The Linux Foundation responsible for any delay or loss of funds due to incorrect or incomplete information supplied by my financial institution or due to an error on the part of my financial institution in depositing funds to my account. This agreement will remain in effect until The Linux Foundation receives a written notice of cancellation from my financial institution, or until I submit a new Wire payment form to The Linux Foundation.

Beneficiary's Name on Bank Account:	NAVEEN NAIDU PAGADALA
Beneficiary's Mailing Address:	SD-5, BILT COLONY, BILT, BALLARPUR
	BILT OLD COLONY
	BALLARPUR

Beneficiary Bank Information:

Beneficiary Bank Name:	STATE BANK OF INDIA
Beneficiary Bank Address:	BALLARPUR
International Routing (SWIFT-BIC) Code:	SBININBB239
Beneficiary Account Number:	36535768274
IBAN Number (Optional):	

Intermediary Bank Information (if applicable):

Intermediary Bank Name:	
Intermediary Bank Address:	
International Routing (SWIFT-BIC) Code:	
Intermediary Account Number:	
Other Information Necessary to Process Wire Transfer:	

Signature:	DocuSigned by: Naveen Naidu 84170BB1FD85495...
Printed Name:	NAVEEN NAIDU
Date Submitted:	4/8/2019

Student Foreign Certification

As a student participant from outside the United States in the Open Mainframe Intern Program, Linux Foundation Requires that you complete this "Foreign Certification" document for the purposes of U.S. tax compliance. This form requires you to certify that none of your code development in this program constituted a "U.S. Activity."
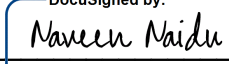
What are "U.S. Activities?"

"U.S. Activities" involve an individual located in the U.S. or owning equipment in the U.S. that are involved in any way with revenue earned through the Open Mainframe Intern Program. U.S. Activities include, but are not limited to, performing software development within the United States, meaning that either the computer or the developer (or both) is located in the United States.

_____

Bottom of Form

By signing below, you acknowledge your agreement with the following statement:
I represent and warrant that I did not engage in any U.S. Activities as part of my participation in Open Mainframe Intern Program, and that no code development related to this program occurred within the United States.

DocuSigned by:

Naveen Naidu

_____
Signature   84170BB1FD85495...

Naveen Naidu
_____
Printed Name

Naveen Naidu
_____
Address

4/8/2019
_____
Date