

SERVICES AGREEMENT

This Services Agreement (“Agreement”), effective as of 7/28/2023 | 10:22 AM PDT (the “Effective Date”) is entered into by and between The Linux Foundation (“LF”), an Oregon nonprofit mutual benefit corporation and **Build Digital GmbH, a Limited Liability Company located at Salvatorstrasse 33, 8050 Zurich, Switzerland** (the “Company”).

RECITAL

WHEREAS, LF desires to obtain various services from Company as set forth in the statement of work or statements of work attached hereto (each, a “SOW”);

WHEREAS, Company desires to provide services to LF; and

WHEREAS, Company acknowledges and agrees that the representations and warranties contained in the Company Representations, attached as Exhibit B, constitute a material inducement to LF to enter into this Agreement, and that without the inclusion of this Company Representations LF would not have entered into this Agreement;

WHEREAS, the parties desire their relationship to be governed by the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

AGREEMENT

1. Duties. LF engages the Company to provide the services (the “Services”) set forth in any SOW executed or agreed to under this Agreement. At the execution of this Agreement the initial Services to be provided by Company are as set forth in the SOW attached hereto as Exhibit A-1. While there are no assurances that Company and LF will agree to the provision of services under additional SOWs, Company and LF may agree to the provision of additional services by Company through the execution of, or agreement in writing upon, additional SOWs. Additional SOWs shall be labeled as “Exhibit A-” in numbered succession. If the terms of any SOW conflict with the terms of the main body of this Agreement, the terms of the main body of the Agreement will control.

2. Payment. LF will pay the Company as stated in the applicable SOW or SOWs. LF will pay undisputed invoices within thirty days of receipt. Company shall submit an invoice detailing the hours worked and SOW milestones or completed work. If LF disputes any invoice based on a deficiency in the work performed, then LF may withhold payment and promptly notify the Company in writing of the dispute, and the Company shall have ten calendar days in which to remedy such deficiency to the reasonable satisfaction of LF.

3. Additional Expenses: Company is responsible for any expenses related to their performance under this Agreement. Any unforeseen expenses requiring reimbursement must be pre-approved by LF in writing prior to having been incurred.

4. Taxes. LF shall issue Company an IRS Form 1099. The Company shall be responsible for any taxes, fines or other liabilities with respect to any federal state or local jurisdiction with taxing authority.

5. Termination. Either party may terminate this Agreement for any reason immediately upon written notice to the other party. In addition, the Linux Foundation may terminate any SOW under this Agreement for any reason immediately upon written notice to Company. Sections 9, 10 and 15 (“Proprietary Rights, Confidential Information”, “Non-Solicitation”, and “Miscellaneous”) shall survive the termination of this Agreement. LF shall owe Company payment only on undisputed invoices for Services performed through termination.

6. Status of Company. The Company shall not represent itself as an agent of LF for any purpose, and has no authority to bind LF in any manner whatsoever. The Company’s relationship with LF is solely that of an independent Company, and nothing in this Agreement creates a partnership, agency, joint venture, employment or any other type of relationship. Company’s employees and Companys shall not be entitled to any rights or benefits (such as retirement, group health etc.) provided to LF employees. The Company is responsible for obtaining all applicable licenses and permits required for performance of this Agreement. All activities and work performed under this Agreement will be at the Company’s own risk and liability. Company will indemnify and defend LF against any and all claims that allege, or rely on a legal theory that, Company or its workers are employees of LF, or claims seeking taxes Company or its workers owe based on their receipt of payments under this Agreement.

7. Compliance with Law and Policies. In performing the work required under this Agreement, the Company shall comply with: all applicable laws and regulations; The Linux Foundation Antitrust Policy, located at <https://www.linuxfoundation.org/policies>; The Linux Foundation Events Code of Conduct (in connection with LF events), located at <https://events.linuxfoundation.org/about/code-of-conduct>; and The LF Projects code of conduct, located at <https://lfprojects.org/policies/code-of-conduct>. If the Company uses a Linux Foundation website and agrees to its website Terms of Use (located at <https://www.linuxfoundation.org/terms>), and there is a conflict between the website Terms of Use and the terms of this Agreement, this Agreement will prevail.

8. Limitation of Liability. LF’s liability to the Company for any breach arising out of or relating to this Agreement shall not exceed the total amount payable under Section 2 and shall not include any incidental, indirect, special, consequential or emotional distress damages of any kind.

9. Proprietary Rights, Confidential Information.

9.1. Company hereby irrevocably assigns to LF, its successors and assigns, all right, title and interest in and to the Services and all deliverables provided to LF in performance of this Agreement, including all intellectual property rights therein (including, without limitation, copyright, trade secret, trademark, patent and all other proprietary rights). To the extent any of Company’s rights in the same,

including without limitation any moral rights, are not subject to assignment hereunder, Company hereby irrevocably and unconditionally waives and agrees to never assert such rights against LF or any third party and grants to LF its successors and assigns a worldwide, perpetual royalty free, irrevocable license to use, copy, modify, make derivative works from, license, sublicense and distribute the Services and all deliverables.

9.2. Company acknowledges that in the course of providing the Services to LF, Company and Company's employees and Companys may acquire knowledge (orally, in writing or otherwise) relating to the affairs of LF, its subsidiaries, and LF's members and potential members, and may be otherwise exposed to LF and LF member confidential or proprietary information including, but not limited to: (a) matters of a technical nature such as inventions, research projects or programs (including LF's councils and work groups); (b) matters of a business nature such as costs, profits, policies, members, and strategies; and (c) personnel and other information; which has not been disclosed by LF or its members to the general public (collectively, all such information in any form, "Confidential Information"). Company shall not use or disclose Confidential Information, for any purpose except in the course of and for the purposes of performing the Services on behalf of LF. Company shall obtain no right, title or interest in the Confidential Information. Company shall return all Confidential Information upon request. Information relating to current or future versions of Linux operating system components, which are made available under an open source license, is not considered Confidential Information under this Agreement. Company acknowledges and agrees that (a) only employees and Companys of Company performing work under this Agreement may be provided access to Confidential Information, and (b) all such employees and Companys that perform work or services under this Agreement will do so pursuant to confidentiality agreements that prohibit their use or disclosure of Confidential Information on terms that are no less restrictive than those that are contained in this Section 9.2.

9.3. Company represents and warrants that any work created for LF under this agreement is Company's original work, or work Company has the legal right to use in a manner contemplated by this agreement, and that no part of the end product is in violation of any copyright, plagiarized or is used without express authorization or permission of its owner. Company agrees to indemnify and hold LF harmless for any violation of this provision.

10. Non-solicitation. Company acknowledges that in providing services to LF, Company may have access to key contacts at LF's member companies and participants in LF's programs, and to acquire knowledge (including Confidential Information) about their businesses that Company may not otherwise have except as a result of providing services to LF. Company shall exercise the highest professional discretion in separating the promotion of any of Company's Services or the services Company provides for other clients of Company from services it provides to LF. In addition, during and for one year after Company's consulting relationship with LF terminates, regardless of the reason for

termination, Company will not directly or indirectly solicit or induce any person or entity which then is or was a LF member, a prospective LF member, or a participant or prospective participant in any LF program, in each case during the twelve (12) months prior to termination, to cease or reduce their membership, participation or other relationship with LF. Company shall not aid others in doing anything that Company is prohibited from doing itself under this Section, whether as an employee, officer, director, shareholder, partner, consultant or otherwise.

11. Representation & Conflicts of Interest: Company represents that Company is free to enter into this Agreement and that this agreement does not violate the terms of any agreement between Company and any third party. During the term of this agreement, Company shall devote as much of Company's productive time, energy and abilities to the performance of Company's duties hereunder as is necessary to perform the required duties in a timely and productive manner. Company is expressly free to perform services for other Parties while performing Services for LF.

12. Entire Agreement: This Agreement, Company Representations, and any SOW attached constitute the final, entire understanding and agreement of the Parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. This Agreement may not be amended or modified except by a written instrument signed by both parties.

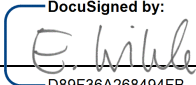
13. Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

14. Waiver: A party's failure or delay in exercising its rights under the Agreement shall not operate as a waiver of those rights or constitute a waiver of any prior, concurrent, or subsequent breach.

15. Miscellaneous. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without reference to conflict of law provisions. This Agreement may not be assigned by the Company without LF's prior written consent.

IN WITNESS WHEREOF, the Parties hereto are agreed to all terms and conditions of this Agreement by duly authorized representatives of the Parties, whose signatures are set forth below.

BUILD DIGITAL GMBH

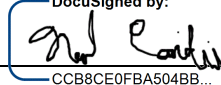
Signed:  DocuSigned by:
D89F36A268494FB...

Name: Erik wilde

Title: President

Date: 7/29/2023 | 12:29 AM PDT

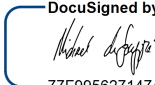
THE LINUX FOUNDATION

Signed:  DocuSigned by:
CCB8CE0FBA504BB...

Name: Neal Caidin

Title: Program Manager

Date: 7/28/2023 | 10:27 AM PDT

Signed:  DocuSigned by:
77F99562744743A...

Name: Michael deLongpre

Title: Sr Mgr FP&A

Date: 7/28/2023 | 10:22 AM PDT

Services Agreement: Exhibit A-1

STATEMENT OF WORK

This SOW is entered into under the terms of that certain Services Agreement entered into by and between The Linux Foundation and Company as of 7/28/2023 | 10:22 AM PDT

(the “Agreement”). Capitalized terms not otherwise defined in this SOW shall have the meanings ascribed to them in the Agreement. In the event of a conflict between the terms of this SOW and the terms of the main body of the Agreement, the terms of the main body of the Agreement will control.

Services: **SEE ATTACHED SOW FOR REFERENCE**

Reporting: Company will report to **NEAL CAIDIN** and to any other party designated by them in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested in writing by LF and agreed to by Company.

Term: This engagement shall be valid for **SIX MONTHS** from **8/1/2023 – 1/31/2024**

Compensation: As full compensation for the services rendered pursuant to this Agreement, LF shall pay Company **NOT TO EXCEED \$30,000.00 USD for the duration of this *agreement* (see *below payment schedule*)** unless otherwise approved in writing and signed by all parties (including LF Finance), in advance.

PAYMENT SCHEDULE:

Not to exceed \$6,000.00 per event (maximum 5 events), as follows:










- \$2K upon confirming conference
- \$2K for finishing conference
- \$1K for attendance to event
- \$1K for travel expenses

Please note: any travel expenses in excess of \$1,000.00 requires written approval, in advance.

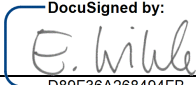
This compensation shall be payable n30 upon receipt of an approved invoice. Invoices may be sent to ap@linuxfoundation.org with LF Manager (above) cc'd for approval.

Exhibit B
Company Representations

Company acknowledges and agrees that the foregoing representations and warranties constitute a material inducement to The Linux Foundation to enter into the Services Agreement (“Agreement”) and that without the inclusion of this Company Representations LF would not have entered into the Services Agreement.

	Company Representations	Company Initials
1.	Company is a sole proprietorship, limited liability company, limited liability partnership, or corporation. Please write the type of business entity below: GmbH (Swiss law) _____	
2.	Company has a business license or is registered to do business by the state, county, or city.	
3.	Company maintains a business location that is separate from LF’s business location.	
4.	Company is in the business of performing the same type of services that will be performed for LF.	
5.	Company contracts with other businesses to perform the same or similar services that will be provided to LF.	
6.	Company has provided the same or similar services to other clients within the last six (6) months.	
7.	Company will provide the same or similar services to other clients during the term of this Agreement.	
8.	Company advertises its services to the general public.	
9.	Company will not rely on tools or equipment provided by LF to perform the services.	

BUILD DIGITAL GMBH

Signed: 
D89F36A268494FB...

Title: President

Name: Erik wilde

Date: 7/29/2023 | 12:29 AM PDT

Scope of Work

The overall scope is for the contractor to function as an OAI “Ambassador” who will represent OAI at various technical conferences. OAI has determined it would be more effective to have a presence at multiple conferences over a single OAI managed conference. The OpenAPI Specification (OAS) touches so much of API related activity it would be beneficial to all to communicate that relevance in context the subject matter of several conferences. For example, API conferences about schema, security, or management, would benefit from providing how the OAS may be leveraged to reach their goals. The Ambassador’s role would be a focal point in providing that context. It is expected that there will be volunteers and/or presenters getting involved under the guidance of the Ambassador.

There is also a desire by OAI to maintain a feedback channel from the OAI user community. This was an important aspect of holding our own conferences. The Ambassador would be a focal point to collect feedback in a way appropriate for the conference. The approach may vary pending the situation and agreement with the partner conference. The Ambassador would be the focal point for creating and maintaining relationships with partner conferences.

Initial Activities

Following at the suggested activities needed prior to the first conference. It will be noted here who does what with a little more detail in the responsibilities sections.

- Creating a list of candidate events for the next 9-12 months (Contractor and outreach lead).
- Approaching organizers of new events if some get chosen (contractor).
- Coordinating with LF/OAI marketing about their goals and current activities (Contractor and outreach lead).
- Coordinating with event organizers to establish better visibility for the OAI track (contractor).
- Coordinating with the LF/OAI web team to start hosting pages, one for each event and at least a CFP and a program page for each of those. (Contractor and outreach lead).
- Creation of a base package of collateral for use at conferences (outreach committee with help from LF).
- Creation of an initial approach to soliciting OAS feedback (Contractor and outreach lead).

Ongoing Activities

The contractor will take the lead on identifying conference opportunities and bringing them to the attention of the outreach committee. Any member or guest of OAI is encouraged to suggest conference opportunities but the contractor has the context on what is the best fit considering logistics and type of conference.

It is intended that the contractor establishes an ongoing partnership with a conference organizer. It would be beneficial to all parties involved to have the predictability of reengaging at the next conference. The contractor will take the lead on maintaining that relationship and managing the repeating events.

The contractor is acting as an ambassador for OAI. This role is to promote participation and membership in OAI. This is mostly to be achieved via providing positive engagement with OAI while participating in an API related conference. There may be other types of opportunities where this ambassador role applies. The contractor is encouraged to bring those to the attention of the outreach committee.

Completion criteria

At the completion of each event a summary report is to be provided by the contractor to the outreach committee. At a minimum the report will include the specifics of the conference (where, when, theme, etc.), the overall attendance and the best estimate of those that specifically viewed or otherwise interacted with OAI content. The contractor is encouraged to also add their observations about the conference and recommendations on future engagement.

Contractor responsibilities

The intent is to allow the contractor a fair amount of latitude in how they engage with partners to include OAI in their conferences. The tasks listed here mostly focus on how the contractor keeps OAI updated:

- The contractor is encouraged to attend the weekly outreach committee meetings but if that is not feasible, to at least provide agenda items to LF. The intent here is to use the meetings as an opportunity to update the outreach team and to get timely feedback from the team. Meeting agenda items are tracked and the best chance to have any issues addressed.
- The contractor will submit a report after each conference as noted above. This includes a submission of any expenses to be remitted in the format LF requires.
- The contractor will provide a summary of the feedback provided by conference attendees. The nature of this feedback, how it is collected and analyzed, is not yet determined. The intent is brief summary using the information available.
- The contractor will take the lead on the solicitation of CFPs and work with the outreach committee on which ones to accept.

OAI responsibilities

OAI must provide the needed support for the contractor to be successful. This includes but is not limited to:

- Website and social media support to feature upcoming conferences.
- As noted, create and maintain web pages for each event as needed to host programs and CFPs as applicable.
- As noted, creation and maintenance of conference collateral. The contractor is encouraged to help in this effort. However, the material may be used for events not under the guidance of the contractor.
- The curation of submitted CFPs. Once created for a conference, any future use of the material would be up to the outreach committee.