

## THE LINUX FOUNDATION

### THE HIGH PERFORMANCE SOFTWARE FOUNDATION

#### Directed Fund Participation Agreement

Thank you for your interest in joining the High Performance Software Foundation (the “Directed Fund”), a directed fund project of The Linux Foundation (the “LF”). The purpose of the Directed Fund is to raise, budget and spend funds in support of various open source, open data and/or open standards projects relating to support open source, open standards and other open technical projects in high performance computing, including infrastructure and support initiatives related thereto (each such project, a “Technical Project”). The governance for the Directed Fund will operate pursuant to the Directed Fund Charter (the “Charter”), set forth as Exhibit B, and as amended in the future by the Directed Fund’s Governing Board with the approval of the LF.

**Please note** that you must be a member of the LF to be eligible to participate as a member of the Directed Fund. 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 Charter and will comply with all such policies as the LF Board of Directors and/or the Directed Fund’s Governing Board may from time to time adopt with notice to members. The LF reserves the right to refuse any Participation Agreement submitted by a member who has payment obligations outstanding to the LF or to any other LF directed funds. Technical oversight governance for any Technical Project is set forth in the applicable technical charter for such Technical Project.

Please have this Participation Agreement (the “Agreement”) executed by an authorized representative of the member company named below (“Member”). If not using an e-signature system, please send a copy in PDF form by email to [membership@linuxfoundation.org](mailto: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.

**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.

**Membership Levels and Fees:** The membership levels and fees are defined in Exhibit C.

#### **Premier Membership Term:**

Premier membership requires an initial two-year membership commitment. One year’s fees are due on acceptance as a member, and the second year’s fees are due at the first anniversary of membership. At the second anniversary of membership, if membership is not canceled at least thirty days prior to the second anniversary of membership, a prorated amount of the applicable

fees for the remainder of that calendar year (a “stub period”) will be invoiced (and membership will proceed on a calendar-year based renewal cycle thereafter).

### **General Membership Term and Fee Scale:**

In calculating the appropriate annual fee for General membership, please indicate your current consolidated employee headcount in the membership level selected. Solely for purposes of calculating fees, Consolidated Employees include all employees of Related Companies (as defined in the Charter), which include any direct and indirect parent companies, and all sister and subsidiary entities. Employees do not include third party contractors. For General Members, at the first anniversary of membership, if membership is not canceled at least thirty days prior to the first anniversary of membership, a prorated 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).

### **Membership Terms:**

For all levels of membership, an initial full year’s payment of fees is due upon receipt and acceptance of an executed membership agreement and payable within thirty days of the date of invoice from the LF. Agreements signed before the 15th of the month will be invoiced as if active on the first of the month of signature. Agreements signed on or after the 15th will be invoiced as if active on the 1st of the following month. All fee amounts are irrevocable and non-refundable commitments based in US Dollars. We reserve the right to refuse your Participation Agreement if you have outstanding obligations to the LF or any other LF projects. In no event will fees be refunded, upon a Member’s resignation or otherwise.

Each Member acknowledges that the LF and other members of the Directed Fund depend upon reliable participation renewal information to budget effectively, and that the LF’s ability to provide services to the Directed Fund would suffer in the event of nonpayment of participation fees. Each Member acknowledges The Linux Foundation’s Good Standing Policy, available at <https://www.linuxfoundation.org/good-standing-policy>.

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 any stub period, and its obligation to pay participation fees for the following calendar year or stub period, as applicable, will renew annually for successive one-year terms, unless the applicant delivers written notice of non-renewal to the LF on or before December 1 of the current membership year.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**Name of Member Company:** \_\_\_\_\_

**Membership Level** (*see Exhibit C*): \_\_\_\_\_

**Consolidated Employees** (*if applicable*): \_\_\_\_\_

**PR/Logo Usage:** Do we have your permission to:

...display your logo on the Directed Fund's website (*Yes or No*)? \_\_\_\_\_

...announce your participation via press release (*Yes or No*)? \_\_\_\_\_

**Preferred method(s) for receiving invoices** (*PDF or Hard Copy*): \_\_\_\_\_

**Is a Purchase Order (PO) required** (*Yes or No*)? \_\_\_\_\_

If Yes, please provide the following details:

Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

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**

### **Primary Project Contact**

*(for all notices, including voting)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **Primary Technical Contact**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **Primary Marketing Contact**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **Primary PR Contact**

*(For approving press releases or quotes with respect to the Project)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **Legal Contact**

*(This contact should be your primary in-house attorney for open source matters with respect to the Project. If you do not have in-house counsel, please leave this blank.)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **Billing Address**

\_\_\_\_\_

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**Billing Contact**

*(All invoices will be sent to this e-mail address unless the Member directs otherwise)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No: \_\_\_\_\_

E-mail: \_\_\_\_\_