THE LINUX FOUNDATION

JanusGraph Project Charter (the "Charter")

Effective : _____ 2016

This Charter sets forth the responsibilities and procedures for technical contribution to, and oversight of, the JanusGraph Project (the "Project") within The Linux Foundation. Contributors to the Project must comply with the terms of the Charter as well as any applicable policies of The Linux Foundation.

1. **Mission of the Project**

The mission of the Project is to:

   a. Build an enterprise grade, open source graph software and ecosystem that employs graph structures for semantic queries with nodes, edges and properties to represent and store data in an elastic, high performance, scalable and resilient model;

   b. Collaborate, leverage and enable adjacent and related open source technical projects;

   c. Create an open source, technical community to benefit the community of JanusGraph developers, users and solution providers and to promote the participation in the Project of those developers, users and solution providers; and

   d. Host the technical governance of the Project.

2. **Technical Steering Committee**

   a. The Technical Steering Committee (the "TSC") shall be responsible for technical oversight of the Project.

   b. The Technical Steering Committee voting members shall consist of the Project's Maintainers. The Maintainers shall be identified in the Project's repository in a MAINTAINERS file.

   c. Technical Steering Committee meetings are intended to be open to the public, and can be conducted electronically, via teleconference, or in person.

   d. TSC approved Projects generally will involve Contributors, Committers, and Maintainers:

      i. Contributors: anyone in the technical community that contributes code, documentation, or other technical artifacts to the Project's codebase.

      ii. Committers: Contributors who have the ability to commit code directly to the Project's repository.

iii. Maintainer: each lead developer on a project or system identified by the TSC. Each Maintainer shall also serve as the project or system's representative on the TSC.

e. Participation in the Project through becoming a Contributor, Committer, and/or Maintainer is open to all under the terms of this Charter.

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

g. The TSC shall elect a TSC Chair, who will preside over meetings of the TSC.

h. Responsibilities: The TSC shall also be responsible for:

i. coordinating the technical direction of the Project;

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

iii. creating sub-committees or working groups to focus on cross-project technical issues and requirements;

iv. communicating with external and industry organizations concerning Project technical matters;

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

vi. establishing community norms, workflows, or policies including processes for contributing (to be published on the Project web site), issuing releases, and security issue reporting policies;

vii. discussing, seeking consensus, and where necessary, voting on technical matters relating to the code base that affect multiple projects; and

viii. coordinate any marketing, events, or communications with The Linux Foundation.

3. **TSC Voting**

a. While it is the goal of the Project to operate as a consensus based community, if any TSC decision requires a vote to move forward, the Maintainers shall vote on a one vote per Maintainer basis. In the event that more than three Maintainers are affiliated (i.e., employed or retained as consultants by the same organization,

including any organization controlled by, controlling, or under common control with that organization), only three of the affiliated Maintainers may vote in any matter before the TSC.

b. Quorum for TSC meetings shall require two-thirds of all Maintainers. The TSC may continue to meet if quorum is not met, but shall be prevented from making any decisions at the meeting. Maintainer affiliation is not taken into consideration for the purposes of determining quorum.

c. Except as provided in Section 8.b(v) and 9.a, decisions by vote at a meeting shall require a two-thirds majority vote of those in attendance and eligible to vote on the matter, provided quorum is met. Decisions made by electronic vote without a meeting shall require a two-thirds majority of all Maintainers eligible to vote on the matter.

d. In the event a vote cannot be resolved by the TSC, any Maintainer shall be entitled to refer the matter to The Linux Foundation for assistance in reaching a decision.

4. Antitrust Guidelines

a. All participants in the Project shall abide by The Linux Foundation Antitrust Policy available at http://www.linuxfoundation.org/antitrust-policy.

b. All participants shall encourage open participation from any organization able to meet the participation requirements, regardless of competitive interests. Put another way, the community shall not seek to exclude any participant based on any criteria, requirements, or reasons other than those that are reasonable and applied on a non-discriminatory basis to all participants.

5. Code of Conduct

a. The TSC shall adopt a fair, reasonable, and non-discriminatory Project code-of-conduct, with approval from The Linux Foundation as outlined below. In the absence of a Project approved Code of Conduct, The Linux Foundation events Code of Conduct shall apply (http://events.linuxfoundation.org/EVENT-CODE-OF-CONDUCT).

b. The Project will operate in a transparent, open, collaborative, and ethical manner at all times.

c. The output of all Project discussions, proposals, timelines, decisions, and status will be made open and easily visible to all.

6. Budget and Funding

a. The TSC shall coordinate any budget or funding needs with The Linux Foundation. Organizations participating may be solicited to sponsor Project activities and infrastructure needs on a voluntary basis.

b. The Linux Foundation shall have custody of and final authority over the usage of any fees, funds, and other cash receipts.

c. Initially, the Project will not raise any funds and will be supported on a volunteer basis by the Project participants. In the event the Project does decide to solicit funding or more than one Project participant provides funding, a General & Administrative (G&A) fee will be applied by The Linux Foundation to any funds raised by the Project. The G&A fee shall equal 9% of the Project's first $1,000,000 of gross receipts each year and 6% of the Project's gross receipts over $1,000,000 each year. For the purposes of clarity, contributions to the Project of IP, personnel, time, and infrastructure are not subject to the G&A fee.

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

7. **General Rules and Operations.** The Project shall be conducted so as to:

a. 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;

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

c. subject to available funds, engage The Linux Foundation for all Project press and analyst relations activities;

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

e. coordinate with The Linux Foundation in relation to any websites created directly for the Project.

8. **Intellectual Property Policy**

a. The Project seeks to integrate and contribute back to other open source projects within the mission set forth in Section 1 above. Based on this goal for the Project, the development community will:

i. conform to all license requirements of the open source projects leveraged by the Project (such projects, collectively, "Upstream Projects"); and

      ii.   maximize opportunities for compatibility with other projects that might be leveraged by the Project.

b. Except as described in Section 8.c, all code contributions to the Project are subject to the following:

      i.   All new inbound code contributions to the Project must be made pursuant to a duly executed JanusGraph Project Contribution License Agreement (the "JanusGraph Project CLA"), available within the CLA folder in the Project's repository.

      ii.   All new inbound code contributions must also be accompanied by a Developer Certificate of Origin sign-off (http://developercertificate.org) that is submitted through a TSC-approved contribution process which will bind the authorized contributor and, if not self-employed, their employer to the licenses expressly granted in the file only with respect to such contribution, with no limitation, estoppel, or effect on any other member of the Project.

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

      iv.   Contributed 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/).

      v.   The TSC may approve the use of an alternative license for inbound or outbound contributions on an exception basis. To request an exception, please email the TSC as per the TSC contact information included with the Project's repository describing the contribution, the alternative open source license(s), and the justification for inclusion in the Project. Exceptions shall only be approved by a two-thirds vote of the entire TSC.

c. Upstream Project code contributions not stored within the Project's main code repository shall comply with the contribution process and license terms for the applicable Upstream Project.

d. Subject to available funds, the Project may engage The Linux Foundation to determine the availability of, and register, trademarks, service marks, which shall be owned by The Linux Foundation. Any Project-related domain names and trademarks will be owned by The Linux Foundation and any pre-existing Project-related domain names or trademarks shall be transferred to The Linux Foundation.

9. **Amendments**

a. This charter may be amended by a two-thirds vote of the entire TSC, subject to approval by The Linux Foundation.