THE LINUX FOUNDATION

THE URBAN COMPUTING FOUNDATION FUND
Directed Fund Participation Agreement

Thank you for your interest in joining the Urban Computing Foundation Fund (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 the Urban Computing Foundation a Series of LF Projects, LLC (the "Technical Project"), an open source project and individual series of LF Projects, LLC, a Delaware series limited liability company. 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 the Technical Project is set forth in the Technical Charter, available at https://github.com/ucfoundation/charter/blob/master/charter.md.

Please have this Participation Agreement (the "Agreement") executed by an authorized representative of the member company named below ("Member") and send a copy in PDF form by email to 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.

Name of Member Company: _____

Select	Membership Class	Annual Membership Fees
☐	Premier Member[1]	$15,000

☐	Associate Member (pre-approved non-profits, open source projects, and government entities)	$0

[1] 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 pro-rated 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).

PR:　　　　　Please initial here if you ***do not want*** the LF to consider announcing your participation via press release:

Logo Usage:　Please initial here if you ***do not want*** the LF to display your logo on Directed Fund's web site:

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.

Linux Foundation Membership Information. If you are not a member of the LF, there are three tiers of LF membership available. The fees associated with each level of LF membership are included below for non-members to easily reference. Please visit the Corporate Membership page at the LF web site for full details:

- LF Platinum – $500,000
- LF Gold – $100,000
- LF Silver – Under 100 employees: $5,000; 100-499 employees: $10,000; 500-4,999 employees: $15,000; 5,000 or more employees: $20,000.

LF Associate membership is available for non-profit, open source, and government entities at no cost.

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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

_____

_____

_____

Billing Contact
(All invoices will be sent to this e-mail address unless the Member directs otherwise)
Name: _____
Title: _____
Phone No: _____
E-mail: _____

Please indicate preferred method(s) for receiving invoices:

__ PDF via email

__ Hard copy via FedEx

Is a Purchase Order (PO) required?

__ Yes, contact to provide PO#:

Name: _____

E-mail: _____

__ No

<u>**Exhibit B**</u>

The Urban Computing Foundation Fund Charter
The Linux Foundation
Effective July 11, 2019

1) **Mission and Scope of the Urban Computing Foundation Fund.**

   a) The purpose of the Urban Computing Foundation Fund (the "Directed Fund") is to raise, budget and spend funds in support of the Urban Computing Foundation a Series of LF Projects, LLC (the "Technical Project"), in accordance with the provisions of this Charter. The governance of the Technical Project is as set forth in the charter for the Technical Project.

   b) The Directed Fund supports the Technical Project. The Directed Fund operates under the guidance of the Governing Board of the Directed Fund (the "Governing Board") and The Linux Foundation (the "LF") as may be consistent with The Linux Foundation's tax-exempt status.

   c) The Governing Board manages the Directed Fund. The Directed Fund will also have an Outreach Committee and other working groups, councils, committees and similar bodies (collectively, "Committees") that may be established by the Governing Board. These committees report to the Governing Board.

2) **Membership.**

   a) The Directed Fund will be composed of Premier and Associate Members (each, a "Member" and, collectively, the "Members") in Good Standing. All Members must be current corporate members of the LF (at any level) to participate in the Directed Fund as a member. All participants in the Directed Fund, enjoy the privileges and undertake the obligations described in this Charter, as from time to time amended by the Governing Board with the approval of the LF. During the term of their membership, all members will comply with all such policies as the LF Board of Directors and/or the Directed Fund may adopt with notice to members.

   b) Subject to Section 3, Premier Members will be entitled to appoint a representative to the Governing Board and any Committee.

   c) The Associate Member category of membership is limited to Associate Members of The Linux Foundation. The Governing Board may set additional criteria for joining the Directed Fund as an Associate Member. If the Associate Member is a membership organization, Associate Membership in the Directed Fund does not confer any benefits or

rights to the members of the Associate Member.

d) Members will be entitled to:

   i) participate in Directed Fund general meetings, initiatives, events and any other activities; and

   ii) identify themselves as members of the Urban Computing Foundation Fund supporting the Urban Computing Foundation community.

3) Governing Board

a) The Governing Board voting members will consist of:

   i) For the first six months, one representative appointed by each of the founding Premier Members to sign a Participation Agreement, and after six months, one representative appointed by each Premier Member; and

   ii) the chair of the technical steering committee of the Technical Advisory Council of the Technical Project (the "TAC"), or, in the absence of a chair and with the approval of the Governing Board, any active contributor to the Technical Project so designated by the TAC (such chair or designee the "TAC Representative").

b) Only one Member that is part of a group of Related Companies (as defined in Section 6) may appoint a representative on the Governing Board. No single Member, company or set of Related Companies will be entitled to have more than two representatives on the Governing Board.

   i) Please note that it will be acceptable for one Member to appoint a representative to the Governing Board and have another of its employees, or an employee of one of its Related Companies, serve as the TAC Representative on the Governing Board.

c) Conduct of Meetings

   i) Governing Board meetings will be limited to the Governing Board representatives, the Outreach Committee Chair, invited guests and LF staff.

   ii) Governing Board meetings follow the requirements for quorum and voting outlined in this Charter. The Governing Board may decide whether to allow named representatives (one per Member per Governing Board and per Committee) to attend as an alternate.

   iii) The Governing Board meetings will be private unless decided otherwise by the Governing Board. The Governing Board may invite guests to participate in consideration of specific Governing Board topics (but such guest may not participate in any vote on any matter before the Governing Board).

d) Officers

     i.   The officers ("Officers") of the Directed Fund as of the first meeting of the Governing Board will be a Chairperson ("Chair") and a Treasurer. Additional Officer positions may be created by the Governing Board.

     ii.   The Chair will preside over meetings of the Governing Board, manage any day-to-day operational decisions, and will submit minutes for Governing Board approval.

     iii.   The Treasurer will assist in the preparation of budgets for Governing Board approval, monitor expenses against the budget and authorize expenditures approved in the budget.

e) The Governing Board will be responsible for overall management of the Directed Fund, including:

    i)   approve a budget directing the use of funds raised by the Directed Fund from all sources of revenue;

    ii)   nominate and elect Officers of the Directed Fund;

    iii)   oversee all Directed Fund business and community outreach matters and work with the LF on any legal matters that arise;

    iv)   adopt and maintain policies or rules and procedures for the Directed Fund (subject to LF approval);

    v)   establish advisory bodies, committees, programs or councils to resolve any particular matter or in support of the mission of the Directed Fund and/or Technical Project;

    vi)   establish any conformance programs and solicit input (including testing tools) from the TAC for defining and administering any programs related to conformance with the Technical Project (each, a "Conformance Program");

    vii) publish use cases, user stories, websites and priorities to help inform the ecosystem and technical community;

    viii) approve procedures for the nomination and election of any Officer or other positions created by the Governing Board; and

    ix)   vote on all decisions or matters coming before the Governing Board.

4) Outreach Committee

a) The Outreach Committee will include one appointed voting representative from each Premier Member.

b) The Outreach Committee will be responsible for the design, development and execution of community outreach efforts on behalf of the Governing Board. The Outreach Committee is expected to coordinate closely with the Governing Board and technical communities to maximize the outreach and visibility of the Technical Project throughout the industry.

c) The Governing Board may appoint a chairperson of the Outreach Committee or delegate responsibility for selecting a chairperson to the Outreach Committee. The Outreach Committee chairperson will be responsible for reporting progress back to the Governing Board. The Outreach Committee chairperson may attend meetings of the Governing Board, but, unless the Outreach Committee chairperson is a member of the Governing Board, the Outreach Committee chairperson will not attend as a voting member of the Governing Board.

5) Voting

a) Quorum for Governing Board and Committee meetings will require at least fifty percent of the voting representatives. If advance notice of the meeting has been given per normal means and timing, the Governing Board may continue to meet even if quorum is not met, but will be prevented from making any decisions at the meeting.

b) Ideally decisions will be made based on consensus. If, however, any decision requires a vote to move forward, the representatives of the Governing Board or Committee, as applicable, will vote on a one vote per voting representative basis.

c) Except as provided in Section 13.a. or elsewhere in this Charter, decisions by vote at a meeting will require a simple majority vote, provided quorum is met. Except as provided in Section 13.a. or elsewhere in this Charter, decisions by electronic vote without a meeting will require a majority of all voting representatives.

d) In the event of a tied vote with respect to an action that cannot be resolved by the Governing Board, the Chair may refer the matter to the LF for assistance in reaching a decision. If there is a tied vote in any Committee that cannot be resolved, the matter may be referred to the Governing Board.

6) Subsidiaries and Related Companies

a) Definitions:

   i) "Subsidiaries" means any entity in which a Member owns, directly or indirectly, more than fifty percent of the voting securities or membership interests of the entity in question;

   ii) "Related Company" means any entity which controls or is controlled by a Member or which, together with a Member, is under the common control of a third party, in each case where such control results from ownership, either directly or indirectly, of more than fifty percent of the voting securities or membership interests of the entity in

question; and

iii) "Related Companies" are entities that are each a Related Company of a Member.

b) Only the legal entity which has executed a Participation Agreement and its Subsidiaries will be entitled to enjoy the rights and privileges of such Membership; provided, however, that such Member and its Subsidiaries will be treated together as a single Member.

c) If a Member is itself a foundation, association, consortium, open source project, membership organization, user group or other entity that has members or sponsors, then the rights and privileges granted to such Member will extend only to the employee-representatives of such Member, and not to its members or sponsors, unless otherwise approved by the Governing Board in a specific case.

d) Directed Fund Membership is non-transferable, non-salable and non-assignable, except a Member may transfer its current Membership benefits and obligations to a successor of substantially all of its business or assets, whether by merger, sale or otherwise; provided that the transferee agrees to be bound by this Charter and the Bylaws and policies required by LF membership.

7) Good Standing

a) The Linux Foundation's Good Standing Policy is available at https://www.linuxfoundation.org/good-standing-policy and will apply to Members of this Directed Fund.

8) Trademarks

a) Any trademarks relating to the Directed Fund or the Technical Project, including without limitation any mark relating to any Conformance Program, must be transferred to and held by LF Projects, LLC or the Linux Foundation and available for use pursuant to LF Projects, LLC's trademark usage policy, available at www.lfprojects.org/trademarks/.

9) Antitrust Guidelines

a) All Members must abide by The Linux Foundation's Antitrust Policy available at http://www.linuxfoundation.org/antitrust-policy.

b) All Members must encourage open participation from any organization able to meet the membership requirements, regardless of competitive interests. Put another way, the Governing Board will not seek to exclude any member based on any criteria, requirements or reasons other than those that are reasonable and applied on a non-discriminatory basis to all members.

10) Budget

a) The Governing Board will approve an annual budget and never commit to spend in excess of funds raised. The budget and the purposes to which it is applied must be consistent with both (a) the non-profit and tax-exempt mission of The Linux Foundation and (b) the goals of the Technical Project.

b) The Linux Foundation will provide the Governing Board with regular reports of spend levels against the budget. Under no circumstances will The Linux Foundation have any expectation or obligation to undertake an action on behalf of the Directed Fund or otherwise related to the Directed Fund that is not covered in full by funds raised by the Directed Fund.

c) In the event an unbudgeted or otherwise unfunded obligation arises related to the Directed Fund, The Linux Foundation will coordinate with the Governing Board to address gap funding requirements.

11) **General & Administrative Expenses**

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

b) A General & Administrative (G&A) fee will be applied by The Linux Foundation to funds raised to cover Finance, Accounting, and operations. The G&A fee will be 9% of the Directed Fund's first $1,000,000 of gross receipts each year and 6% of the Directed Fund's gross receipts each year over $1,000,000.

12) **General Rules and Operations.** The Directed Fund activities must:

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 community;

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

c) engage or coordinate with The Linux Foundation on all outreach, website and marketing activities regarding the Directed Fund or on behalf of the Technical Project that invoke or associate the name of the Technical Project or The Linux Foundation; and

d) operate under such rules and procedures as may be approved by the Governing Board and confirmed by The Linux Foundation.

13) **Amendments**

a) This Charter may be amended by a two-thirds vote of the entire Governing Board, subject to approval by The Linux Foundation.