

2017-09-29

THE LINUX FOUNDATION

Membership Agreement

The Linux Foundation (“The Linux Foundation”) is a nonprofit mutual benefit corporation, created for the purposes of “promoting, protecting, and standardizing Linux and open source software.” Thank you for agreeing to join The Linux Foundation and for your help in our communities to achieve this purpose.

Please have this agreement executed by an authorized representative of your company (“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 sent (by email unless you request hard-copy invoices below) 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 to make the payments provided for and to otherwise perform in accordance with its terms. Except as otherwise authorized by The Linux Foundation, membership rights and privileges will commence after membership dues are paid in full and will continue for so long as you remain in “Good Standing” under The Linux Foundation’s good standing policy. The Linux Foundation may refuse any Participation Agreement submitted by a member that has payment obligations outstanding to The Linux Foundation or to any other The Linux Foundation directed fund.

Name of Member: _____

Address of Member: _____

Member Representative Name: _____

Title: _____

Phone No: _____

E-Mail: _____

(This is the primary representative for your company for the overall relationship with The Linux Foundation, and if applicable, the voting representative for the Member.)

Please select a Membership Class below:

Select	Membership Class ⁴	Dues ^{1,2}
<input type="checkbox"/>	Platinum	\$500,000
<input type="checkbox"/>	Gold	\$100,000
<input type="checkbox"/>	Silver	See Fee Scale

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Silver Dues Scale		
Select	Consolidated Employees ³	Annual Dues ^{1,2}
<input type="checkbox"/>	5,000 employees and above	\$20,000
<input type="checkbox"/>	Between 500 and 4999	\$15,000
<input type="checkbox"/>	Between 100 and 499	\$10,000
<input type="checkbox"/>	Between 1 and 99	\$5,000

¹ All Fee amounts are based in US Dollars. The initial membership period will 12 months and be invoiced on that basis. The first renewal invoice will be prorated for the remainder of that calendar year (“stub period”). Thereafter, membership will proceed on a calendar-year based renewal cycle.

² Membership applications 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.

³ Consolidated employees include all employees of the related companies, including any direct and indirect parent companies, and all sister, and subsidiary entities, excluding third party contractors.

⁴ Please note the total number of directors appointed by Platinum members is limited in The Linux Foundation’s Bylaws. Applicants for Platinum membership will not be assured of an immediate board seat if all Platinum seats are occupied.

Please enter your consolidated employee headcount:

Consolidated employee headcount: _____

Membership Payment:

Is a Purchase Order required?

Name of Contact to provide PO #: _____

Title: _____

Phone: _____

Email: _____

Please select a method for receiving invoices:

PDF via email:

Hard copy

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Phone No: _____

E-Mail: _____

(The Linux Foundation offers various legal programs for your in-house legal counsel. This contact should be your primary in-house attorney for open source.)

Press Release for new Members: The Linux Foundation will periodically announce new members via press releases and include your company logo on our web page displaying all our members.

Please initial here if **do not want** The Linux Foundation to announce your membership via press release:

Please initial here if you **do not want** The Linux Foundation to include your company logo at The Linux Foundation Website: _____

By signing below, the Member acknowledges and agrees that, when countersigned and accepted by The Linux Foundation, this application represents a binding contract between the parties and commits the Member to the following terms and obligations:

1. Member will make payment of annual and stub year membership dues, as determined from time to time by the Board of Directors, within thirty days of date of invoice from The Linux Foundation. Notice of any increase in membership dues for the following calendar year will be given on or before November 15 in the current calendar year.
2. Member's membership, and its obligation to pay membership dues for the following stub or calendar year, will continue to renew, unless the Member delivers written notice of non-renewal prior to The Linux Foundation on or before the first day or the last month of its initial membership term, or by December 1 of any calendar membership year. Member acknowledges that The Linux Foundation and its members depend on reliable membership renewal information to budget effectively, and that The Linux Foundation's ability to provide services to its members will suffer in the event of nonpayment of Member's membership dues.
3. Member will comply with all the terms and conditions of The Linux Foundation's [Bylaws](#), as they may be amended, and of such [policies](#) as the Board of Directors and/or committees of the Board may adopt, provided, however, that, with respect to policies applicable generally to all The Linux Foundation members, The Linux Foundation agrees that it will not adopt and require compliance with, or amend, any policy relating to patents or other intellectual property rights unless it gives at least sixty (60) days' notice to members prior to the effective date of such policy, or amendment, during which time the Member may choose to cancel its Membership. The Linux Foundation does not have an intellectual property policy related to The Linux Foundation membership. The technical governance and intellectual property policies for each technical project community hosted by The Linux Foundation and its affiliates (including LF Projects, LLC) are set forth under the applicable charter for each project. Member agrees to comply with the charters of any specific project that it chooses to contribute to.