

THE LINUX FOUNDATION

THE CHIPS ALLIANCE FUND

Directed Fund Participation Agreement

Thank you for your interest in joining the CHIPS Alliance 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 CHIPS Alliance a Series of LF Projects, LLC in order to standardize, protect, promote, host and curate free, high quality and open source code relevant to the design of silicon devices, and related activities (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.

Members will enjoy the privileges and undertake the obligations described in the Fund 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://chipsalliance.org/join>.

The undersigned Member acknowledges that it and its Related Companies (as defined in the Funding Charter) will be bound by the patent commitments in the Fund Charter and represents that the undersigned signatory of the Member has full authority to agree on behalf of the Member and its Related Companies to be bound by those patent commitments.

Please have this Participation Agreement (the “Agreement”) executed by an authorized signatory of the member company named below (“Member”). You may complete this form online at <https://chipsalliance.org/join> or send a copy in PDF form by email to membership@chipsalliance.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 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 Directed Fund members 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>.

At the first anniversary of membership, if membership is not canceled at least thirty days prior to the first anniversary of membership, a pro-rated amount of fees for the remainder of that calendar year will be assessed (the "Stub Period") and membership will proceed on a calendar-year based renewal cycle thereafter.

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.

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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

Billing Contact

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

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Exhibit B

The CHIPS Alliance Fund Charter

The Linux Foundation

Effective April 28, 2020 / Last amended September 28, 2020

1) Mission and Scope of the CHIPS Alliance Fund.

- a) The purpose of the CHIPS Alliance Fund (the “Directed Fund”) is to raise, budget and spend funds in support of the CHIPS Alliance 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 Platinum, Gold, Silver, Auditor 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. The employees and contractors who receive at least fifty percent (50%) of their income from a Member shall have the rights of such Member. To the extent Members' employees or contractors make technical contributions to the Technical Project, such employees and contractors must comply with the CHIPS Alliance Technical Charter.
- b) There will be a maximum of 11 Platinum Members (the “Platinum Cap”) which can be raised by vote of the Governing Board.
- c) A Platinum Member will be entitled to appoint a representative to the Governing Board and any Committee. An employee of a Platinum Member is eligible to be elected Chair

and/or Vice Chair of the Technical Steering Committee (the “TSC”), as defined in the Charter, and the Outreach Committee. A Platinum Member shall have the right to ten complimentary registrations for CHIPS Alliance workshops and events during the year of membership. Such members shall also have the most prominent display of company logos in CHIPS Alliance online and print materials.

- d) Gold Members, acting as a class, will be entitled to annually elect one representative to the Governing Board for every 3 Gold Members, up to a maximum of two representatives, provided that there will always be at least one Gold Member representative, even if there are less than three Gold Members. The Governing Board determines the election timing and process. An employee of a Gold Member is eligible to be elected Chair and/or Vice Chair of the TSC and the Outreach Committee. A Gold Member shall have the right to seven complimentary registrations for CHIPS Alliance workshops and events during the year of membership. Such Members shall also have prominent display of company logos in CHIPS Alliance online and print materials.
- e) Silver Members, acting as a class, will be entitled to annually elect one representative to the Governing Board. The Governing Board determines the election timing and process. A Silver Member shall have the right to five complimentary registrations for CHIPS Alliance workshops and events during the year of membership. Such Members shall also have display of company logos in CHIPS Alliance online and print materials.
- f) Auditor Members shall also have their names listed in CHIPS Alliance online and print materials. Auditors do not have voting rights for Board elections. Auditors shall have the right to two (2) complimentary registrations for CHIPS Alliance meetings during the year of membership.
- g) Subject to Governing Board approval, individuals who are not employed or working on behalf of a company may participate as Individual Participants without any fee. Individual Participants do not have voting rights for Board elections. Individual Participants shall have the right to two (2) complimentary registrations for CHIPS Alliance meetings during the year of membership.
- h) Associate Members shall have the right to one (1) complimentary registration for CHIPS Alliance meetings during the year of membership. Associate Members may annually nominate one individual to serve on the Governing Board. The Governing Board will elect one of the Associate Member nominees to the Governing Board for an annual term. The Governing Board determines the nomination timing and process. Associate Members shall have their names listed in CHIPS Alliance online and print materials. Where Associates are universities, full-time graduate students at the single sponsoring campus are considered Members. To the extent full-time graduate students at single sponsoring campus are considered Members and make a Contribution, such students must comply with the Technical Charter.
- i) The Associate Member category of membership is limited to Associate Members of The Linux Foundation that have been approved by the Governing Board. 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.
- j) 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 CHIPS Alliance Fund supporting the CHIPS Alliance community.

3) **Governing Board**

- a) The Governing Board voting members will consist of:
 - i) one representative appointed by each Platinum Member;
 - ii) The elected Gold Member representative(s); and
 - iii) The elected Silver Member representative(s); and
 - iv) The elected Associate Member representative; and
 - v) The chair of the technical steering committee of the Technical Project (the “TSC”), 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 TSC (such chair or designee the “TSC Representative”).
- b) Except for Individual Participants, each individual serving as a representative on the Governing Board must be an employee of a Member.
- c) Only one Member that is part of a group of Related Companies (as defined in Section 6) may appoint, or nominate for a membership class election, a representative on the Governing Board. No single Member, company or set of Related Companies will be entitled to: (i) appoint or nominate for Membership class election more than one representative for the Governing Board, or (ii) have more than two representatives on the Governing Board.
 - i) Please note that it will be acceptable for one Member to appoint or nominate a representative to the Governing Board and have another of its employees, or an employee of one of its Related Companies, serve as the TSC Representative on the Governing Board.
- d) **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 one named representative 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).
 - iv) The Governing Board is expected to have monthly online meetings. If online meetings are not feasible or are impractical, such meetings may take place through use of conference telephone, videoconference, or similar communications device, provided that all representatives participating in such meeting can hear one another.

Participation in these designated forms shall constitute presence. The Governing Board shall meet in person at least once a year at such location as the Governing Board may at any time and from time to time determine. Representatives shall attend at least 80% of the regular meetings of the Governing Board. Under-attendance is considered grounds for automatic dismissal.

- v) Special meetings of the Board for any purpose or purposes may be called at any time by the Chair or by 20% or more of the representatives then in office.
 - vi) At least 21 calendar days' prior written notice shall be given by the Secretary to each representative of each regular and special meeting and 45 calendar days' prior written notice for each annual in-person meeting. Notice shall state the place, date, time and proposed duration of the meeting. A meeting may be scheduled and held on shortened notice (provided the shortened notice is not less than seven calendar days) if the shortened notice is approved in writing or by electronic message by a majority of all representatives or if all representatives attend the meeting.
- e) Officers
- i) The officers (“Officers”) of the Directed Fund as of the first meeting of the Governing Board will be a Chairperson (“Chair”), Vice Chair, Executive Director, Secretary, and Treasurer. One person may hold two or more offices except for the offices of Chair, Executive Director, and the Secretary. 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 Vice Chair, in the absence of a Chair, or in the event of his or her inability or refusal to act, shall perform all the duties of the Chair, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chair.
 - iv) 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 and perform such other duties as may be determined by the Governing Board.
 - v) The Executive Director shall administer the day-to-day business affairs of the Directed Fund, grow its membership, help the Directed Fund fulfill its purposes and perform such other duties as may be determined by the Governing Board. The Executive Director shall serve at the pleasure of the Governing Board.
 - vi) The Secretary shall perform such duties as may be determined by the Governing Board. The Secretary shall serve at the pleasure of the Governing Board.
- f) The Governing Board will be responsible for overall management of the Directed Fund for the CHIPS Alliance, 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 ad-hoc committees to resolve a particular matter or establish additional committees, in support of the mission of the Directed Fund;
- vi) establish any conformance programs and solicit input (including testing tools) from the TSC for defining and administering any programs related to conformance with the Technical Project, (a “Compliance 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 representative of the General Members to the Governing Board and any Officer or other positions created by the Governing Board;
- ix) appoint by an affirmative two-thirds vote Members as Committee Chairs and Vice Committee Chairs of the Technical Committee;
- x) appoint by an affirmative two-thirds vote Members as Committee Chairs and Vice Committee Chairs (defined below) of the Outreach Committee.
- xi) appoint by an affirmative two-thirds vote Members as Committee Chairs and Vice Committee Chairs (defined below) of such other Committees as they may exist from time to time to further the purposes of the Directed Fund;
- xii) adopt rules and regulations pertaining to the conduct of committees;
- xiii) vote on all decisions or matters coming before the Governing Board; and
- xiv) take such other action that it deems appropriate to further the purposes of the Directed Fund.

4) Outreach Committee

- a) 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.
- b) The Governing Board may appoint a Chair of the Outreach Committee or delegate responsibility for selecting a Chair to the Outreach Committee. The Outreach Committee Chair will be responsible for reporting progress back to the Governing Board. The Outreach Committee Chair may attend meetings of the Governing Board, but 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 two-thirds 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 3(f) or Section 14(a), decisions by vote at a meeting will require a simple majority vote, provided quorum is met. Except as provided in Section 3(f) or Section 14(a), 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 that is, or upon such transfer becomes, a member of The Linux Foundation.

7) IP Policy for Members

- a) All inbound contributions that Participants make to a specification, other documentation or software code to the Project must be made under the contributor license agreements for companies and for individuals, as applicable, in the forms approved by the Governing Board of the CHIPS Alliance Fund.
- b) On the effective date of membership, each Member and their Related Companies will

be subject to the obligations set forth in the OWFa 0.9 (Necessary Claims) with respect to any of their contributions or combination of their contributions with the Final Specification made by Member incorporated into the current version of all Final Specifications, except that Member and their Related Companies need not make commitments with respect to patent claims that are not necessarily infringed by such Members' contributions, or implementations thereof, or necessarily infringed by combination of their contributions, or implementations thereof, with the work to which such contribution was submitted. A version of a Final Specification is the numerically designated version of a Released Specification following the thirty day period provided for in (d) below. Each new Release Specification (and, following the thirty day period, the Final Specifications) will be indicated in a change in the number to the left of the decimal point (x in an x.y format where y designates interim update releases).

- c) The Governing Board may approve any Specification as a formal specification to which the patent commitments described in this Section 7 attach by an affirmative vote (any such approved Specification, a "Released Specification").
- d) Promptly following the approval of any Specification as a Released Specification, the Directed Fund will notify all Members in writing using the contact information provided in Exhibit A to each Member's signed Participation Agreement for the Directed Fund (or using updated contact information as a Member may have supplied to The Linux Foundation for this purpose). If a Member opts out of OWFa 0.9 (Necessary Claims) obligations as set forth in Section 7(e), that Member will not be bound to make patent commitments with respect to subsequent contributions to the Specification unless they either (1) resume their obligations as set forth in Section 7(e), or (2) subsequently contribute any new material to the Specification. Patent commitments under OWFa 0.9 (Necessary Claims) for contributions that are made prior to an opt-out notification will remain in effect, including commitments for prior contributions included in subsequent releases of the Specification.
- e) Members may elect to avoid undertaking further obligations under OWFa 0.9 (Necessary Claims) with respect to any subsequent contributions to a Released Specification at any time by providing thirty days' notice to the Governing Board. Subsequent to opting out of a Released Specification, Members may resume their obligations at any time by also providing notice to the Governing Board. Opt-out notifications will be listed in a publicly-available document on a project website and/or in the relevant Technical Project repository.
- f) For any contributions made by Member that are incorporated into the specification, the Member of the Directed Fund, including their Related Companies, on the date thirty days following such notification will, without further action, be subject to the obligations set forth in the Open Web Foundation Final Specification Agreement (OWFa 0.9) (Necessary Claims, available at <http://www.openwebfoundation.org/legal/the-0-9-agreements---necessary-claims/agreement-09>) with respect to such Released Specification, which shall, on such date, become a "Final Specification".

8) 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.

9) Trademarks

- a) Any trademarks relating to the Directed Fund or 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/.

10) 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.

11) 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 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.

12) 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.

13) 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 (i) the Linux Foundation may from time to time adopt or (ii) may be approved by the Governing Board and confirmed by The Linux Foundation.

14) Amendments

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

Exhibit C

Membership Levels

The membership levels and associated fees are listed below.

Membership Class	Annual Membership Fees
Platinum Member	\$25,000
Gold Member	\$10,000
Silver Member	\$5,000
Auditor Member	\$2,500
Individual Participant (Governing Board approval required)	\$0
Associate Member (pre-approved non-profits, academic institutions, open source projects, and government entities) (Governing Board approval required)	\$0

Linux Foundation (LF) Membership Information. Your organization will need to be a current member of the LF. If your organization is already a member of the LF, there is no need to do anything. 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.