

LINUX FOUNDATION EUROPE

THE SYLVA FUND

Project Sponsorship Agreement

Thank you for your interest in sponsoring the SYLVA Fund (the “**Directed Fund**”), of Linux Foundation Europe (the “**LFEU**”). The purpose of the Directed Fund is to raise, budget and spend funds in support of the SYLVA open source project (the “**Technical Project**”), an open source 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 LFEU. Please note that you must also be a sponsor of the LFEU to be eligible to sponsor the Directed Fund. For further information, visit <https://linuxfoundation.be/sponsor>.

Please have this Project Sponsorship Agreement (the “**Agreement**”) executed by an authorized representative of the sponsoring organization named below (“**Sponsor**”) and submit an executed electronic agreement via our online system or send an executed copy in PDF form by email to sponsorship@linuxfoundation.be. A countersigned copy will be returned to you by email for your records when your sponsorship has been confirmed. An invoice will be emailed to you for payment of applicable sponsorship fees. Linux Foundation Europe will rely on the contact information provided in Exhibit A for any notices.

Sponsors will enjoy the privileges and undertake the obligations described in the Charter and will comply with all such policies as the LFEU Board of Directors and/or the Directed Fund’s Governing Board may from time to time adopt with notice to sponsors. The LFEU reserves the right to refuse any Sponsorship Agreement submitted by a prospective Sponsor who has payment obligations outstanding to the LFEU or to any other LFEU directed funds.

Contact Information:

If you are an existing LFEU Sponsor, all legal, billing and financial notices from the LFEU relating to your sponsorship will be sent to the individuals already on file with the LFEU under those categories, unless you designate a different individual in Exhibit A.

Sponsorship Fees and Term:

For the purposes of calculating General sponsorship fees, 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.

For Sponsors, at the first anniversary of sponsorship, if sponsorship is not canceled at least thirty days prior to the first anniversary of sponsorship, a prorated amount of fees for the remainder of that calendar year (a “**Stub Period**”) will be assessed (and sponsorship will proceed on a

calendar-year based renewal cycle thereafter).

Sponsorship Fees and Initial Sponsorship Term:

All sponsorship privileges will commence starting the date of execution of this Agreement. Unless agreed otherwise, all fees will be due within thirty days of receipt of an invoice and subject to Linux Foundation Europe's [Good Standing Policy](https://linuxfoundation.be/policies), available at <https://linuxfoundation.be/policies>. The sponsorship term will start the date of execution of this Agreement and continue for 12 months from the Invoice Month ("**Initial Sponsorship Term**"). For Premier Sponsors and General Sponsors joining at the launch of the Project, there will be a 70% discount to the first year of the Directed Fund.

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. The month listed on the invoice is the "**Invoice Month**".

All fee amounts are irrevocable and non-refundable commitments based in Euros.

Sponsor acknowledges that Linux Foundation Europe and its communities depend upon reliable sponsorship renewal information to budget effectively and that Linux Foundation Europe's ability to provide support to its communities will suffer in the event of non-payment of sponsorship fees.

Notice of any increase in sponsorship fees for the Stub Period or Renewal Term will be given on or before the 15th of November in the current calendar year.

Sponsorship will renew automatically unless the Sponsor delivers written notice of non-renewal to Linux Foundation Europe:

- on or before the first day of the last month of its Initial Sponsorship Term, or
- by 1 December of any calendar sponsorship year.

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Name of Sponsor Company: _____

Sponsorship Level (see Exhibit B): _____

Consolidated Employees (if applicable): _____

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

...display your logo on the 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 Participant acknowledges and agrees that, when signed and accepted by Linux Foundation Europe, this Agreement represents a binding contract between the parties and commits the applicant to these terms and obligations:

Authorized Representative of Sponsor:

Accepted:

LINUX FOUNDATION EUROPE

(Print Sponsor Name)

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibit A

Primary Project Contact

(for all notices)

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)

Name: _____
Title: _____
Phone No: _____
E-mail: _____

Legal Contact

(This contact should be your primary in-house attorney for open source matters. 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 Participant directs otherwise)

Name: _____
Title: _____
Phone No: _____
E-mail: _____

Non Executable

Exhibit B

The SYLVA Fund Charter Linux Foundation Europe Effective May 18, 2023

1) Mission and Scope of the SYLVA Fund.

- a) The purpose of the SYLVA Fund (the “Directed Fund”) is to raise, budget and spend funds in support of the SYLVA open source project (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 Linux Foundation Europe (the “LFEU”) as may be consistent with Linux Foundation Europe’s tax-exempt status.
- c) The Governing Board manages the Directed Fund. The Governing Board may establish other committees and other working groups (collectively, “Committees”) which will report to the Governing Board.

2) Sponsorship.

- a) The Directed Fund will be composed of Premier, General and Associate Sponsors (each, a “Sponsor” and, collectively, the “Sponsors”) in Good Standing. All Sponsors must be current Sponsors of LFEU (at any level) to participate in the Directed Fund as a Sponsor. All Sponsors 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 LFEU. During the term of their sponsorship, all Sponsors will comply with all such policies as the LFEU Board of Directors and/or the Directed Fund may adopt with notice to Sponsors.
- b) Premier Sponsors will be entitled to appoint a representative to the Governing Board and any Committee. The number of Premier Sponsors is limited to 13. Any candidate to become Premier Sponsor shall be approved first by the Technical Steering Committee of the Technical Project - which will assess the level of contribution of the candidate - and by the Governing Board of the Directed Fund.
- c) General Sponsors, acting as a class, will be entitled to annually elect one representative to the Governing Board for every five General Sponsors, up to a maximum of three representatives, provided that there will always be at least one General Sponsor representative, even if there are less than five General Sponsors. The Governing Board determines the election process.
- d) The Associate Sponsor category of sponsorship is limited to Associate Sponsors of

LFEU. The Governing Board may set additional criteria for sponsoring the Directed Fund as an Associate Sponsor. If the Associate Sponsor is itself a membership or participation organization, Associate Sponsorship in the Directed Fund does not confer any privileges or rights to the members or participants of the Associate Sponsor.

- e) Sponsors will be entitled to:
 - i) participate in Directed Fund general meetings, initiatives, events and any other activities; and
 - ii) identify themselves as sponsors of the SYLVA Fund supporting the SYLVA community.

3) Governing Board.

- a) The Governing Board voting members will consist , subject to section 2 above, of:
 - i) one representative appointed by each Premier Sponsor;
 - ii) the two co-chairs of the technical steering committee of the Technical Project (the “TSC”), or, in the absence of a co-chair and with the approval of the Governing Board, any active contributor to the Technical Project so designated by the TSC (such co-chairs or designee the “TSC Representatives”); and
 - iii) the elected General Sponsor representative or representatives.
- b) Only one Sponsor that is part of a group of Related Companies (as defined in Section 6) may appoint, or nominate for a sponsorship class election, a representative on the Governing Board. No single Sponsor, company or set of Related Companies will be entitled to: (i) appoint or nominate for sponsorship 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 Sponsor 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.
- c) Conduct of Meetings
 - i) Governing Board meetings will, subject to section 3) above, be limited to the Governing Board representatives, the Outreach Committee Chair, the Stack Development Committee Chair, the Validation Program Committee Chair, invited guests and LFEU staff. The Governing Board will allow for a ‘named alternate’ policy permitting each Governing Board representatives and Committee Chairs to designate one named alternate to attend on their behalf at any Governing Board meeting.

- 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 Sponsor 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 guests 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 two Chairpersons (“Co-Chairs”) and a Treasurer. Additional Officer positions may be created by the Governing Board. The Officers will be elected by the Governing Board, and they will each serve for a one-year term or until their resignation or removal by the Governing Board.
 - ii) The two Co-Chairs 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 sponsorship or other revenue;
 - ii) nominate and elect Officers of the Directed Fund;
 - iii) oversee all Directed Fund business and community outreach matters and work with the LFEU on any legal matters that arise;
 - iv) adopt and maintain policies or rules and procedures for the Directed Fund (subject to LFEU’s 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) publish use cases, user stories, websites and priorities to help inform the ecosystem and technical community;
 - vii) approve procedures for the nomination and election of any representative of the

General Sponsors to the Governing Board and any Officer or other positions created by the Governing Board; and

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

4) Committees.

- a) At the inception of the Directed Fund, three committees will be created: the Stack Development Committee, the Outreach Committee, and the Validation Program Committee. The Governing Board will be able to create more Committees or remove existing Committees. This Charter will then have to be modified accordingly.
- b) Within their respective perimeters, the Committees will:
 - i) Gather the needs of the related work groups of the Technical Project
 - ii) Prioritize the elements of costs regarding the situation of those work groups
 - iii) Submit budget propositions to the Governing Board based on the amounts defined by the Governing Board. The Governing Board will take the final decisions on the fund allocations after receiving the Committees propositions.
- c) Each Committee will include one appointed voting representative from each Premier Sponsor. Each General Sponsor may appoint a non-voting representative to observe and contribute ideas to each Committee.
 - i) The Outreach Committee will include the leader of the Communication work group, appointed by the Sylva TSC. The Outreach Committee will be responsible for preparing the budget proposal for the support of the communication work group of Sylva on behalf of the Governing Board, as defined in section 4b. It will support 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 ecosystem.
 - ii) The Stack Development Committee will include the leader of the Stack Development work group, appointed by the Sylva TSC. The Stack Development Committee will be responsible for preparing the budget proposal for the support of the stack development on behalf of the Governing Board, as defined in section 4b. The Stack Development Committee is expected to coordinate closely with the Governing Board and the stack development work group to make sure that all the tools and support they need are provided, depending on the budget.
 - iii) Irrespective of the number of Sylva Validation Centers, the Validation Program Committee will include the leader of the Validation Program work group, appointed by the Sylva TSC. The Validation Program Committee will be responsible for preparing the budget proposal for the support of the Validation Program work group in Sylva on behalf of the Governing Board, as defined in section 4b . The Validation

Program Committee is expected to coordinate closely with the Governing Board and the Validation Program work group in Sylva to make sure that all the support they need are provided, depending on the budget.

- d) The Governing Board may appoint a chairperson for each Committee or delegate responsibility for selecting a chairperson for each Committee. The Committee chairpersons will be responsible for reporting progress back to the Governing Board. Each Committee chairperson may attend meetings of the Governing Board, but, unless the Committee chairperson is a member of the Governing Board, the Committee chairperson will not attend as a voting member of the Governing Board, as per section 3.

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 defined in section 3)a) and 4)c) respectively), 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 LFEU 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 Sponsor owns, directly or indirectly, more than fifty percent of the voting securities or participation interests of the entity in question;
 - ii) “Related Company” means any entity which controls or is controlled by a Sponsor or which, together with a Sponsor, 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 participation interests of the entity in question; and
 - iii) “Related Companies” are entities that are each a Related Company of a Sponsor.

- b) Only the legal entity which has executed a Project Sponsorship Agreement and its Subsidiaries will be entitled to enjoy the rights and privileges of such sponsorship; provided, however, that such Sponsor and its Subsidiaries will be treated together as a single Sponsor.
- c) If a Sponsor is itself a foundation, association, consortium, open source project, membership organization, participation organization, user group or other entity that has members or sponsors, then the rights and privileges granted to such Sponsor will extend only to the employee-representatives of such Sponsor, and not to its members or sponsors, unless otherwise approved by the Governing Board in a specific case.
- d) Directed Fund sponsorship is non-transferable, non-salable and non-assignable, except a Sponsor may transfer its current sponsorship privileges 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 Articles of Association and regulations of LFEU and policies required by LFEU sponsorship.

7) Good Standing.

- a) Linux Foundation Europe's Good Standing Policy is available at <https://linuxfoundation.be/policies> and will apply to all Sponsors 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 LFEU or an entity in LFEU's control and available for use pursuant to LFEU's trademark usage policy, available at <https://linuxfoundation.be/policies>.

9) Antitrust Guidelines.

- a) All Sponsors must abide by Linux Foundation Europe's Antitrust Policy available at <https://linuxfoundation.be/policies>.
- b) All Sponsors must encourage open participation from any organization able to meet the sponsorship requirements, regardless of competitive interests. Put another way, the Governing Board will not seek to exclude any Sponsor based on any criteria, requirements or reasons other than those that are reasonable and applied on a non-discriminatory basis to all Sponsors.

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 LFEU and (b) the goals of the Technical Project.
- b) LFEU will provide the Governing Board with regular reports of spend levels against the

budget. Under no circumstances will LFEU 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, LFEU will coordinate with the Governing Board to address gap funding requirements.

11) General & Administrative Expenses.

- a) LFEU 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 LFEU to funds raised to cover sponsorship records, finance, accounting, and human resources operations. The G&A fee will be 9% of the Directed Fund's first EUR 1,000,000 of gross receipts each year and 6% of the Directed Fund's gross receipts each year over EUR 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 LFEU in the open source community;
- b) respect the rights of all trademark owners, including any branding and usage guidelines;
- c) engage or coordinate with LFEU 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 LFEU; and
- d) operate under such rules and procedures as may be approved by the Governing Board and confirmed by LFEU.

13) Amendments.

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

Exhibit C – Sponsorship Levels

The sponsorship levels and associated fees are listed below.

| Sponsorship Class | Annual Sponsorship Fees |
|---|--------------------------------|
| Premier Sponsor | EUR 50,000 |
| General Sponsor | See Fee Scale |
| Associate Sponsor (pre-approved non-profits, academic, and government entities) | EUR 0 |

The annual fee for General Sponsorship is determined according to the following table, based on your current consolidated employee headcount:

| Consolidated Employees | Annual General Sponsorship Fees |
|-------------------------------|--|
| 5,000 and above | EUR 20,000 |
| Between 2,000 and 4,999 | EUR 10,000 |
| Between 500 and 1,999 | EUR 5,000 |
| Up to 499 | EUR 2,000 |

Linux Foundation Europe Sponsorship Information. Your organization will need to be a current Sponsor of LFEU. If your organization is already a Sponsor of the LFEU, there is no need to do anything. If you are not a Sponsor of the LFEU, there are three tiers of LFEU sponsorship available. The fees associated with each level of LFEU sponsorship are included below for easy reference. Please visit the Sponsorship page at the LFEU website for full details:

- LFEU Platinum: EUR 500,000
- LFEU Gold: EUR 100,000
- LFEU Silver: Under 100 employees: EUR 5,000; 100-499 employees: EUR 10,000; 500-4,999 employees: EUR 15,000; 5,000 or more employees: EUR 20,000.
- LFEU Associate sponsorship is available for non-profit, academic, and government entities at no cost.