

LINUX FOUNDATION EUROPE

Participation Agreement (“Agreement”)

Adopted as of: 20220629

Linux Foundation Europe (“**Linux Foundation Europe**”) is a private foundation established and existing under the laws of Belgium. Linux Foundation Europe is established for the purposes of “supporting the creation of sustainable open source ecosystems (open source software, open standards, open governance networks and open data) and the creation of shared technology”. Thank you for agreeing to become a participant in Linux Foundation Europe and for your help in our communities to achieve this purpose.

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

Note that this Agreement is not an indication of interest; execution of this Agreement creates an irrevocable, binding obligation for the Participant to make the payments provided for and to otherwise perform in accordance with its terms. Linux Foundation Europe may refuse any Agreement submitted by a prospective Participant that has payment obligations outstanding to Linux Foundation Europe or to any directed fund of Linux Foundation Europe.

Fees and Initial Participation Term

All participation fees are based in Euros. All participation 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](#).

For the purposes of calculating Silver participation 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.

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 of the month will be invoiced as if active on the 1st of the following month. The month listed on the invoice is the “Invoice Month”.

The participation term will start the date of execution of this Agreement and continue for 12 months from the Invoice Month (“**Initial Participation Term**”).

Agreements for Platinum participation will not be accepted or assured of an immediate board seat if all Platinum seats are occupied or otherwise limited.

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

Renewal Term

The first renewal participation period and invoice will be prorated for the remainder of that calendar year (a “**Stub Period**”). Starting at the second renewal of participation, participation will renew for successive 12-month terms (“**Renewal Term**”) on a calendar year basis.

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

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

- a) on or before the first day of the last month of its Initial Participation Term, or
- b) by 1 December of any calendar participation year.

Compliance with Articles of Association, Regulations, Policies and Project Charters

Participant will comply with all the terms and conditions of Linux Foundation Europe’s Articles of Association and regulations, in each case as they may be amended, and of such policies as Linux Foundation Europe’s Board of Directors may adopt, provided, however, that, with respect to policies applicable generally to all Linux Foundation Europe Participants, Linux Foundation Europe 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 Participants prior to the effective date of such policy, or amendment, during which time the Participant may choose to cancel its participation. Linux Foundation Europe does not have an intellectual property policy related to Linux Foundation Europe participation. Linux Foundation Europe’s Articles of Association and Policies are available at <https://linuxfoundation.eu/policies>.

Membership of The Linux Foundation (optional)

By signing this Agreement, the Participant has the option to become a member of The Linux Foundation, a global nonprofit mutual benefit corporation established and existing in the United States of America (“**Linux Foundation**”), at no additional cost. The Sponsor must execute a separate agreement with Linux Foundation to take advantage of this opportunity.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Name of Participant Company: _____

Participation 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 Participant:

Accepted:

LINUX FOUNDATION EUROPE

(Print Participant Name)

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibit A

Primary Linux Foundation Europe 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: _____

Exhibit B – Participation Levels

The current Linux Foundation Europe participation levels and annual fees are as stated below:

Linux Foundation Europe Platinum: EUR 500,000

Linux Foundation Europe Gold: EUR 100,000

Linux Foundation Europe 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

Participation at the equivalent membership level for current Linux Foundation members in good standing is EUR 0.

Linux Foundation Europe Associate participation is available for non-profit, academic, and government entities at no cost.