THE LINUX FOUNDATION

CLOUD FOUNDRY FOUNDATION
Participation Agreement

Thank you for your interest in joining the Cloud Foundry Foundation (the "CFF"), a directed fund project of The Linux Foundation (the "LF"). The purpose of the CFF is to raise, budget and spend funds in support of various open source projects relating to development of a Platform-as-a-Service (PaaS) open source technology, including infrastructure and support initiatives related thereto (each such project, a "PMC"). The governance for the CFF will operate pursuant to the CFF Charter (the "Charter"), set forth as Exhibit B, and as amended in the future by the CFF'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 CFF. 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 CFF'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 any PMC is set forth in the applicable technical charter for such PMC.

Please have this Participation Agreement (the "Agreement") executed by an authorized representative of the member company named below ("Member"). If not using an e-signature system, please 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.

Membership Fees: The membership fees are defined in Exhibit C.

Silver Membership Fee Scale:

In calculating the appropriate annual fee for Silver membership, please indicate your current consolidated employee headcount in the membership level selected. Solely for purposes of calculating fees, Consolidated Employees include all employees of Related Companies (as defined in the Charter), which include any direct and indirect parent companies, and all sister and subsidiary entities. Employees do not include third party contractors.

Membership Terms:

Membership requires an annual membership term. One year's fees are due on acceptance as a member. At the anniversary of membership, if membership is not canceled at least thirty days prior to the anniversary of membership, a prorated 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).

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 members of the CFF depend upon reliable participation renewal information to budget effectively, and that the LF's ability to provide services to the CFF 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.

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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 Contact

(for all notices, including voting)

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 Cloud Foundry Foundation Charter

The Linux Foundation

Amended October 8, 2026

1) Mission and Scope of the Cloud Foundry Foundation.

a) The purpose of the Cloud Foundry Foundation (the "CFF") is to raise, budget and spend funds in support of various open source, open data and/or open standards projects relating to development of a Platform-as-a-Service (PaaS) open source technology, including infrastructure and support initiatives related thereto. The governance of each project is as set forth in the applicable charter for each project.

b) The CFF supports the projects. The initial projects include Cloud Foundry, Paketo, and Open Service Broker API. The CFF operates under the guidance of the Governing Board of the CFF (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 CFF. The CFF will also have an Outreach Committee, Technical Oversight Committee (TOC), Budget Committee, Legal 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 CFF will be composed of Platinum, Gold, Silver 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 CFF as a member. All participants in the CFF, 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 CFF may adopt with notice to members.

b) Platinum Members will be entitled to appoint a representative (each, a "Platinum Representative") to the Governing Board and receive the most prominent placement in any listing of members. Except for purposes of quorum, each Platinum Representative will have two votes on matters before the Governing Board.

c) Gold Members will be entitled to appoint a representative (each, a “Gold Member Representative”) to the Governing Board.

d) Each Silver Member will be entitled to annually nominate a representative for a Silver Member representative seat (the “Silver Member Representative”) on the Governing Board. The Governing Board will determine the nomination process and when nominations will be held. The Governing Board will select one Silver Member Representative from among the nominees based on objective criteria. Unless otherwise determined by the Governing Board, the Silver Member Representative will serve a term of one year or until their resignation or replacement.

e) 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 CFF as an Associate Member. If the Associate Member is a membership organization, Associate Membership in the CFF does not confer any benefits or rights to the members of the Associate Member.

f) Members will be entitled to:

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

ii) identify themselves as members of the Cloud Foundry Foundation supporting the Cloud Foundry community.

3) Governing Board

a) The Governing Board voting members will consist of:

i) one representative appointed by each Platinum Member;

ii) one representative appointed by each Gold Member;

iii) one Silver Member Representative selected as defined in Section 2.d; and

iv) the TOC Chair

b) Only one Member that is part of a group of Related Companies (as defined in Section 9) may appoint, or nominate, a representative on the Governing

Board. No single Member, company or set of Related Companies will be entitled to: (i) appoint or nominate more than one representative for the Governing Board, or (ii) have more than one voting representative 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 TOC Chair on the Governing Board, however in this case the TOC Chair would sit on the Governing Board in a non-voting role.

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 CFF 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 staff of the Directed Fund will be responsible for managing any day-to-day operational decisions of the Directed Fund.

iii) The Chair will preside over meetings of the Governing Board, will act as liaison for the Governing Board and the staff of the Directed Fund as needed, and may manage any day-to-day operational decisions of the Directed Fund if the staff is unavailable.

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.

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

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

ii) nominate and elect Officers of the CFF;

iii) approve, update and maintain the various operational policies of the Directed Fund including the Development Operations Policy and the Development Governance Policy;

iv) oversee all CFF business and community outreach matters and work with the LF on any legal matters that arise;

v) adopt and maintain policies or rules and procedures for the CFF (subject to LF approval);

vi) establish advisory bodies, committees, programs or councils to resolve any particular matter or in support of the mission of the CFF and/or its projects including in support of end-users and ambassadors for the project;

vii) establish any conformance programs and solicit input (including testing tools) from the applicable governance body of any project for defining and administering any programs related to conformance with any project (each, a “Conformance Program”);

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

ix) establish and maintain an Individual Supporter program for individuals to show their support for the Cloud Foundry Foundation and its projects.

x) approve procedures for the nomination and election of any representative of the Silver Members to the Governing Board and any Officer or other positions created by the Governing Board; and

xi) 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 Member choosing to participate.

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 projects 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) Legal Committee

a) The Legal Committee will consist of members of the Governing Board that wish to participate on the Legal Committee together with their legal counsel. Participation on the Legal Committee is voluntary, and the makeup of the Legal Committee will be determined annually or as otherwise directed by the Governing Board.

b) The responsibilities of the Legal Committee include the creation of recommendations to the Governing Board in response to questions submitted to the Legal Committee by the Governing Board or the TOC.

c) The Legal Committee will select, from among those Governing Board representatives that are participating on the Legal Committee, a chairperson of the Legal Committee who will call meetings, drive the agenda and communicate findings or recommendations of the Legal Committee to the Governing Board.

6) Budget Committee

a) The Budget Committee will consist of representatives of the Governing Board that volunteer to be a named participant on the Budget Committee.

b) The responsibilities of the Budget Committee include:

i) assisting the Treasurer in preparation of annual budgets that adhere to the principles and guidelines established by the Governing Board;

ii) developing and reporting metrics for the allocation of budget in relation to meeting the priorities of the Governing Board;

iii) reviewing the progress of the CFF against the annual budget;

iv) preparing forecasts for future financial needs of the CFF; and

v) such other matters related to finance and the financial operation of the CFF as may be directed to the Budget Committee by the Governing Board.

c) The Treasurer shall be chairperson of the Budget Committee.

7) Technical Oversight Committee ("TOC")

a) The TOC shall be responsible for the oversight, direction, and delivery of technical aspects of the Cloud Foundry projects, including:

i) setting the overall technical direction and roadmap of the projects and technical working groups;

ii) resolving technical issues, technical disagreements, and escalations within the projects and technical working groups;

iii) coordinating project releases with the technical working groups;

iv) approving the creation and dissolution of technical working groups and leadership changes within technical working groups;

v) approving the creation and dissolution of projects and assigning technical working group responsibility for the projects;

vi) creating proposals based on TOC discussions and conveying them to the relevant technical working groups for discussion;

vii) management of source control systems and other tools for collaboration used by the projects and technical working groups;

viii) making recommendations to the Budget Committee of resource priorities for the technical community;

ix) creating, maintaining and amending technical governance guidelines, subject to the approval of the Governing Board, for the technical working groups and projects;

x) maintaining the health and well-being of the Cloud Foundry technical community, including:

(1) ensuring the technical community adheres to the Cloud Foundry Foundation code of conduct
(2) establishing a set of community-wide principles that support neutrality, openness, and transparency, and ensuring the technical community respects those principles;

(3) fostering an environment for a healthy and happy community of developers and contributors; and

xi) such other matters related to the technical role of the TOC as may be communicated to the TOC by the Governing Board.

b) Composition:

i) The TOC will be composed of five (5) members.

ii) Each TOC member will be elected to a two-year term.

iii) There will be an annual election to determine the composition of the TOC for the following year. Three seats will be up for election in one year and two will be up for election the following year.

iv) Employees from the same company or Related Companies (as defined in Section 9) should not hold more than two TOC seats.

a) During any TOC election, if the TOC membership would exceed this limit even after the natural cycle of TOC seat term expirations, enough TOC members must resign for it to be possible for the election to yield a diverse enough TOC.

b) If a TOC election cannot produce a diverse enough TOC, the limit will not apply until the next election cycle. When a change in employment of a TOC member causes the TOC membership to exceed this limit, that TOC member will NOT be required to resign their TOC membership.

c) TOC Chair:

i) The TOC will select one person from amongst its members to be the TOC Chair, following the TOC procedure for decision making. The TOC will select a Chair after each yearly election, and in the event that the Chair is vacated.

ii) The TOC Chair is responsible for:

(1) conducting meetings of the TOC;

(2) coordinating meeting agendas, based on feedback from the community and other TOC members;

(3) representing the technical community on the CFF Governing Board.

iii) The person holding the TOC Chair role may resign their role at any time.

d) TOC Decision-Making

i) The TOC should strive to reach consensus on decisions when possible. Any decision requires a quorum of the TOC, defined as the presence of a simple majority (greater than 50%) of the current TOC members.

ii) If a TOC member sustains an objection to a proposed decision, any member of the TOC may call the decision to a vote. Each member of the TOC is entitled to one vote in any voting matter. A simple majority (greater than 50%) of all members of the TOC must vote to approve the decision for it to be accepted.

iii) If a TOC vote is required to reach a decision, the TOC should ensure that sufficient time has been allowed for TOC members to seek community input prior to the vote.

iv) The TOC shall record calls to vote and decisions voted upon, including the individual votes of the TOC members, in the regularly published TOC meeting notes.

e) TOC Elections

i) Candidate Eligibility

(1) Current TOC members, Working Group Leads, and the Cloud Foundry community members who meet requirements, for at least

3 months immediately preceding the voting, for an Approver, a Working Group Technical Lead, or a Working Group Execution Lead as defined in ROLES.md.

(2) If a community member is nominated as a candidate but does not meet these requirements, they may petition the TOC for eligibility. In a case where the TOC declines an eligibility request, the requestor may appeal that decision to the Governing Board.

(3) Candidates may self-nominate or be nominated by an individual who is qualified as a TOC voter according to Section 7.e).ii) of this Charter.

ii) TOC Voter Eligibility

(1) Any individual who has contributed to CFF projects or technical working groups in the twelve months prior to the election is eligible to vote in the TOC election.

(2) Contributions include, but are not limited to, opening PRs, reviewing and commenting on PRs, opening and commenting on issues, writing design docs, commenting on design docs, helping people, participating in mailing list discussions and participating in working groups.

(3) Each election cycle, an initial set of voters will be identified through automated reporting. Any individual who has at least 25 measurable contributions in the last 12 months will be automatically added to the eligible voter list.

(4) If a community member has contributed over the past year but is not captured in automated reporting, they will be able to submit an eligibility form to the current TOC who will then determine whether this member will be eligible. In a case where the TOC declines an eligibility request, the requestor may appeal that decision to the Governing Board.

iii) Election Method and Tools

(1) If the number of candidates is equal to or less than the number of TOC seats available to be elected, the candidates shall be approved after the nomination period has closed.

(2) If there are more Qualified Nominees than open TOC seats available for election, all eligible votes shall elect the TOC members using a time-limited Condorcet ranking using the Schulze method.

(3) Elections may be run either via the Condorcet Internet Voting Service or via a deployment of Elekto administered by the CFF staff.

f) TOC Member Resignations or Removal

i) In the case where a TOC member resigns or is removed from the TOC by the Governing Board, the remaining members of the TOC will determine whether the vacant seat either will remain vacant until the next annual election cycle, or will be filled by using the results of the latest election.

ii) In the case where a TOC member was an employee of a governmental agency at the time of their election to the TOC, that governmental agency may appoint a similarly qualified replacement TOC member to fulfill the remainder of that TOC member's term if that member changes employers or moves to a different internal role. This replacement member must meet community qualifications for a TOC nomination and/or receive an exemption from the TOC to fulfill the remainder of that term. If the appointed replacement member does not fulfill their TOC obligations, the TOC majority can request the Governing Board to remove that person, and as such any governmental agency interests in that seat are removed.

iii) When making this decision, the remaining members of the TOC should consider whether too much time has elapsed since the latest election cycle for its results to represent the community adequately.

8) 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. Consensus is defined as the lack of sustained objection. 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 with the exception of any Platinum Representative, who will vote on a two votes per Platinum Representative basis.

c) Except as provided in Section 16.a. or elsewhere in this Charter, decisions by vote at a meeting will require a simple majority of votes cast, provided quorum is met. Except as provided in Section 16.a. or elsewhere in this Charter, decisions by electronic vote without a meeting will require a majority of all votes that can be cast by all voting representatives (such amount, the “Eligible Vote Pool”).

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

e) This section (Section 8) does not apply to the TOC. TOC decision making rules are established in Section 7.d.

9) 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) CFF 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.

10) 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 CFF.

11) Trademarks

a) Any trademarks relating to the CFF or the projects, 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/.

12) 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.

13) 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 aggregate goals of the projects.

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 CFF or otherwise related to the CFF that is not covered in full by funds raised by the CFF.

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

14) 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 membership records, finance, accounting, and human resources operations. The G&A fee will be 9% of the CFF's first $1,000,000 of gross receipts each year and 6% of the CFF's gross receipts each year over $1,000,000.

15) General Rules and Operations. The CFF 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 CFF or on behalf of any project that invoke or associate the name of any 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.

16) Amendments

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

Exhibit C

The membership levels and associated fees are listed below.

Membership Class	Annual Membership Fees
Platinum Member	$350,000
Gold Member	$100,000
Silver Member	See Fee Scale
Associate Member (pre-approved non-profits, open source projects, and government entities)	$0

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

Consolidated Employees	Annual Silver Membership Fees
3,000 and above	$30,000
Between 1,000 and 2,999	$20,000
Between 500 and 999	$10,000
Between 50 and 499	$5,000
Under 50	$2,000

Linux Foundation 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