

LINUX FOUNDATION EUROPE

THE NEONEPHOS FOUNDATION

Project Sponsorship Agreement

Thank you for your interest in sponsoring the NeoNephos Foundation (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 various open source, open data and/or open standards projects relating to development of an interoperable, open source and openly accessible European data processing ecosystem in the multi-provider cloud to edge continuum (each such project, a “**Technical Project**”), including infrastructure and support initiatives related thereto.

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.eu/sponsor>. Technical oversight governance for any Technical Project is set forth in the applicable technical charter for such Technical Project.

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.eu. 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.

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

Premier Sponsorship Fees and Term:

Premier Sponsorship requires an initial two-year sponsorship commitment. One year's fees are due upon acceptance as a Premier Sponsor, and the second year's fees are due at the first anniversary of sponsorship. At the second anniversary of sponsorship, if sponsorship is not canceled at least thirty days prior to the second anniversary of sponsorship, a prorated amount of the applicable fees for the remainder of that calendar year (a "**Stub Period**") will be invoiced (and sponsorship will proceed on a calendar-year based renewal cycle thereafter). For the purposes of calculating Premier 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.

General 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 General 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 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, available at <https://linuxfoundation.eu/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**").

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): _____

VAT Number: _____

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: _____

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: _____

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Exhibit B

The NeoNephos Foundation Charter Linux Foundation Europe Effective April 1, 2025

1) Mission and Scope of the NeoNephos Foundation.

- a) The purpose of the NeoNephos Foundation (the “**Directed Fund**”) is to raise, budget and spend funds in support of various open source, open data and/or open standards projects relating to the NeoNephos Foundation, as a steward of innovation and collaboration. The NeoNephos Foundation is dedicated to advancing open-source projects that align with the strategic objectives of the European Union's Important Project of Common European Interest in Cloud Infrastructure and Services (EU IPCEI-CIS). By fostering a vibrant ecosystem of shared technological advancement, the foundation ensures that its initiatives complement and extend the pioneering work of the Apeiro Reference Architecture (apeirora.eu). The governance of each Technical Project is as set forth in the applicable charter for each 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 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 Participants 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.
- c) The General Sponsors will be represented on the Governing Board by 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 nomination process and will select the General Sponsor representative or representatives from among those nominees.

- 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 NeoNephos Foundation supporting the NeoNephos Foundation community.

3) Governing Board

- a) The Governing Board voting members will consist of:
 - i) one representative appointed by each Premier Sponsor;
 - ii) the Community Representative (as defined below), if one has been appointed;
 - iii) the TAC Representative (as defined herein); and
 - iv) the elected General Sponsor representative or representatives.
- b) At no time may there be more than 12 Premier Sponsors (the “Premier Cap”). The Governing Board may raise the Premier Cap by vote. The Governing Board may select one individual from an organization active in one or more Technical Projects for a one-year term as a community representative (the “Community Representative”) on the Governing Board based on technical merits/contributions to the foundation’s projects.
- c) 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 TAC 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 LFEU 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 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 guest may not participate in any vote on any matter before the Governing Board).
- e) Officers
- i) The officers (“**Officers**”) of the Directed Fund 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. The Chair must be a voting member of 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 Treasurer will assist in the preparation of budgets for Governing Board approval, monitor expenses against the budget and authorize expenditures approved in the budget.
- f) 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) approve, in addition to TAC approval, of projects as Technical Projects;
 - iv) oversee all Directed Fund business and community outreach matters and work with the LFEU on any legal matters that arise;
 - v) adopt and maintain policies or rules and procedures for the Directed Fund (subject to LFEU’s approval);
 - vi) establish advisory bodies, committees, programs or councils to resolve any particular matter or in support of the mission of the Directed Fund and/or its Technical Projects including in support of end-users and ambassadors for the project;

- vii) establish any conformance programs and solicit input (including testing tools) from applicable governance body of any Technical Project for defining and administering any programs related to conformance with any Technical Project (each, a **“Conformance Program”**);
- viii) publish use cases, user stories, websites and priorities to help inform the ecosystem and technical community;
- ix) approve procedures for the nomination and selection of any representative of the General Sponsors to the Governing Board and any Officer or other positions created by the Governing Board; and
- x) vote on all decisions or matters coming before the Governing Board.

4) Committees

a) Outreach Committee

- i) The Outreach 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 the Outreach Committee.
- ii) 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 ecosystem.
- iii) 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.

- b) **Government Advisory Committee.** The Governing Board may stand up a Government Advisory Committee (the “GAC”) in order to provide the Directed Fund with advice from government entities approved to participate by the Governing Board. Members of the GAC must be national governments, multinational governmental organizations and treaty organizations, or public authorities. Each GAC member may appoint one representative to attend meetings of the GAC. There are no fees to participate in the GAC. The Governing Board may appoint a chairperson or other person to report to the Governing Board on progress of the GAC.

5) Technical Advisory Council

- a) The role of the TAC is to facilitate communication and collaboration among the

Technical Projects. The TAC will be responsible for:

- i) coordinating collaboration among Technical Projects, including development of an overall technical vision for the community;
 - ii) making recommendations to the Budget Committee of resource priorities for Technical Projects;
 - iii) electing annually a chairperson to preside over meetings, set the agenda for meetings, ensure meeting minutes are taken and who will also serve on the Governing Board as the TAC's representative (the "TAC Representative");
 - iv) creating, maintaining and amending project lifecycle procedures and processes; and
 - v) such other matters related to the technical role of the TAC as may be communicated to the TAC by the Governing Board.
- b) The voting members of the TAC consist of:
- i) one representative appointed by each Premier Member; and
 - ii) one representative appointed by the technical oversight body (e.g., a technical steering committee) of each TAC Project (as defined herein).
- c) One representative of any Member may observe meetings of the TAC. Any committers from a TAC Project may observe meetings of the TAC. The TAC may change this at any point in time, including: (a) opening meetings to a broader community; (b) holding closed meetings; and (c) holding meetings open to the public.
- d) At the start of the Directed Fund, "TAC Projects" are those Technical Projects listed as having voting representatives on the TAC on the Directed Fund's web site. Thereafter, any Technical Project can become a TAC Project through the approval of the Technical Project's technical oversight body, the TAC (by a two-third's vote), and the Governing Board. The TAC and the Governing Board may approve a project lifecycle policy that will address the incubation, archival and other stages of TAC Projects.
- e) The TAC representatives will elect a chair to preside over meetings, ensure minutes are taken and drive the TAC agenda with input from the TAC representatives.

6) 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 applicable, will vote on a one vote per voting 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 vote, 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 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.

7) 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 Bylaws and policies required by LFEU sponsorship.

8) Good Standing

- a) Linux Foundation Europe’s Good Standing Policy is available at <https://linuxfoundation.eu/policies> and will apply to all Sponsors of this Directed Fund.

9) 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.eu/policies>.

10) Antitrust Guidelines

- a) All Sponsors must abide by Linux Foundation Europe's Antitrust Policy available at <https://linuxfoundation.eu/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.

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 LFEU and (b) the aggregate goals of the Technical Projects.
- 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.

12) 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.

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 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 any Technical Project that invoke or associate the name of any Technical Project or LFEU; and
- d) operate under such rules and procedures as may be approved by the Governing Board and confirmed by LFEU.

14) Amendments

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

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Exhibit C – Sponsorship Levels

The sponsorship levels and associated fees are listed below.

Sponsorship Class	Annual Sponsorship Fees
Premier Sponsor (with more than 200 consolidated employees)	EUR 100,000
Premier Sponsor (with 200 consolidated employees or less)	EUR 75,000
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
5000 and above	EUR 50,000
Between 500 and 4999	EUR 30,000
Between 100 and 499	EUR 10,000
Below 100	EUR 5,000

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.