

**THE MEMBERSHIP RULES
OF LINARO LIMITED**

Contents

Clause	Page
1. LINARO'S OBJECTIVE & STRATEGY _____	1
2. MEMBERSHIP _____	4
3. TRANSFERS OF MEMBERSHIP _____	8
4. MEMBERSHIP FEES _____	9
5. DATA PROTECTION _____	10
6. THE BASIS ON WHICH LINARO WILL BE RUN _____	12
7. THE CLUB DIRECTOR _____	13
8. THE MANAGEMENT TEAM _____	14
9. THE TECHNICAL STEERING COMMITTEE AND THE WORKING GROUPS _____	15
10. ANTI-TRUST GUIDELINES _____	16
11. RESIGNATION, SUSPENSION OR TERMINATION OF MEMBERSHIP _____	16
12. WINDING UP OF LINARO _____	18
13. MEETINGS OF MEMBERS _____	19
14. LIMITATION OF LIABILITY _____	19
15. DISPUTE RESOLUTION _____	21
16. ASSIGNMENT _____	21
17. CONFIDENTIALITY _____	22
18. AMENDMENTS TO THE MEMBERSHIP RULES _____	22
19. COSTS AND EXPENSES _____	22
20. NOTICES _____	23
21. THIRD PARTY RIGHTS _____	24
22. NO PARTNERSHIP/AGENCY _____	25
23. FURTHER ASSURANCE _____	25
24. SEVERAL LIABILITY _____	25
25. PREVAILING TERMS _____	25
26. GOVERNING LAW, JURISDICTION AND SERVICE OF PROCEEDINGS _____	25
SCHEDULE 1	

Definitions and Interpretation	26
SCHEDULE 2	
The Membership Criteria	31
SCHEDULE 3	
Deed of Adherence	33
SCHEDULE 4	
The Working Groups and the Technical Steering Committee	34
Part A – The Initial Working Groups and their remit	34
Part B – Governance of the Technical Steering Committee and of the Working Groups	34
SCHEDULE 5	
Meetings	36
SCHEDULE 6	
Antitrust Guidelines	40
SCHEDULE 7	
LINARO LIMITED	45
SCHEDULE 8	
Linaro Trademark Policy	49
SCHEDULE 9	
Pro Forma non disclosure agreement	58

THE LINARO MEMBERSHIP RULES

INTRODUCTION

- (A) Linaro Limited ("**Linaro**") is a company incorporated in England and Wales as a company limited by limited by guarantee with registered number 7180318. Linaro is a 'not for profit' organisation.
- (B) These rules as amended from time to time (the "**Rules**") govern the relationship between Linaro on the one hand and a member of Linaro (a "**Member**") on the other hand. Nothing in these Rules represents any agreement or arrangement between one Member and any other Member.
- (C) The words and expressions used in these Rules have the meanings set out in schedule 1 and these Rules shall be interpreted in accordance with the other provisions set out in schedule 1.

1. LINARO'S OBJECTIVE & STRATEGY

1.1 Linaro's Objective

Linaro's Objective is to make open source development easier by delivering a common software foundation across multiple distributions and vertical segments for deployment by the industry's leading semiconductor, OEM and operator companies (the "**Objective**"). Linaro has been established to employ efficiency and industry expertise to deliver a resource and capital efficient base distribution that OEM, SW and operator companies can build upon to deliver innovative, progressive devices to market, more quickly. Linaro's aim is to avoid the duplication and reworking of non differentiating tasks, to improve the time lag between silicon release and latest kernel/base port support, and to establish a scalable foundation upon which innovation can flourish.

Linaro is intended to be a community focussed organisation which can embrace open source and bring Members together in a manner that promotes cooperation, sharing and fundamental innovation at non-differentiating layers, leaving extra resource for industry participants to employ on differentiation.

Linaro's normal method of operation will be to work with and in the existing open source communities that make up the relevant parts of the Linux and ARM ecosystem. Confidentiality will be required only in exceptional cases (e.g. working with as yet unreleased hardware devices). Linaro code development will be undertaken following the accepted norms and practices of the open source projects for which the code is targeted. It is intended in most cases that code will be regularly made available to those open source communities, even between Linaro's planned staging tree "releases". This approach is intended to facilitate interaction between Linaro developers and others in the open source community, thereby improving the chances that Linaro contributions will be accepted upstream and actively accelerating the existing open source projects that advance Linaro's goals.

1.2 The Strategy for achieving the Objective

Linaro's board of directors (the "**Board**") will be responsible for determining Linaro's strategy for achieving its Objective.

1.3 The Initial Strategy

Linaro's initial strategy will, unless the Board determines otherwise, be to:

- 1.3.1 focus on the development of a cohesive and compelling set of ARM-optimised Linux packages vis-à-vis kernel and enabling middleware, with a particular focus on serving the needs of the mobile, mobile computing, and automotive infotainment markets;
- 1.3.2 enhance the performance and functionality of the GNU development tools used to build, compile, test, profile, and debug ARM based implementations of Linux;
- 1.3.3 develop and deploy the infrastructure and resources necessary to deliver this work product efficiently through an enabling distribution on a six monthly release cadence; and
- 1.3.4 focus exclusively on the ARM ISA for the first two major releases in November 2010 and May 2011.

1.4 Support for other Instruction Set Architectures

The process leading to Linaro seeking to support other ISAs shall be as set out below. At any time after completion of the Initial Strategy:

- 1.4.1 any Core Member (a "**Sponsoring Core Member**") may propose support for a particular ISA provided that the proposal is seconded by another Core Member or two Club Members;
- 1.4.2 following the receipt of a proposal supported in accordance with Rule 1.4.1, the Board will resolve, in accordance with Linaro's Articles of Association, whether or not Linaro should consider supporting the proposed ISA and if the Board resolves to support the proposed ISA, it shall be an "**Approved ISA**";
- 1.4.3 at any time following completion of the Initial Strategy, the Sponsoring Core Member of an Approved ISA may request Linaro to commence the process of determining whether or not it should support the Approved ISA. Following receipt of such a request, the CEO shall appoint such person(s) as he/she considers appropriate to report as to what additional resources and infrastructure are likely to be required by Linaro and what costs are likely to be incurred by Linaro if it were to support the proposed ISA:
 - 1.4.3.1 to a level consistent with the level at which Linaro supports the ARM-optimised enabling Linux distribution and any other Approved ISA; and

1.4.3.2 on a basis which would not be to the detriment of Linaro's then current or projected activities and the achievement of its then current Strategy,

and such person(s) shall be instructed to submit their determination in the form of a report (an "**ISA Resourcing Report**") to the Board;

1.4.4 Following receipt of the ISA Resourcing Report, subject to:

1.4.4.1 the Sponsoring Core Member confirming that it wishes Linaro to proceed to support the Approved ISA; and

1.4.4.2 the Sponsoring Core Member and such (if any) other Members as are willing to do so (collectively, the "**Supporting Member(s)**") agreeing, in such terms as the Board may require by way of an amendment to its/their respective Subscription Agreement(s), to be responsible for (i) discharging the costs which Linaro will incur in connection with the Approved ISA and (ii) providing such additional number of Member Assignees as the Board considers to be necessary with respect to the Approved ISA,

Linaro shall endeavour to work towards supporting the Approved ISA on a basis and in accordance with guidelines established by the Board;

1.4.5 the costs referred to in Rule 1.4.4 shall include (to the extent not in any event provided for in the relevant ISA Resourcing Report) any additional overhead costs likely to be incurred by Linaro, costs which may subsequently be incurred by Linaro in supporting any future variations, upgrades or replacements of the Approved ISA and costs (if any) which Linaro may incur as a result of ceasing its support for the Approved ISA in accordance with Rule 1.4.7. The Supporting Member(s) shall (unless agreed by the Board to the contrary) be jointly and severally liable for discharging the costs referred to in Rule 1.4.4;

1.4.6 the Power¹ architecture is an Approved ISA which Linaro will support following completion of the Initial Strategy, subject to the processes described in Rules 1.4.3 to 1.4.5; and

1.4.7 Linaro's ability to deploy resources towards supporting (and continuing to support) an Approved ISA will be conditional upon the receipt, by Linaro, of the resources (financial and non financial) which the Supporting Member(s) have committed to provide. If any Supporting Member ceases to provide all or any of the resources it previously agreed to provide, unless other Member(s) agree to provide (on such terms as the Board may require) such resources, the Board may resolve to discontinue Linaro's work towards supporting the Approved ISA.

¹ www.power.org

2. **MEMBERSHIP**

2.1 **Categories of membership**

Linaro's membership structure is designed to ensure that Linaro is able to pursue its Objective pragmatically whilst creating an opportunity for participation by industry and community members alike. The membership categories comprise Community Members, Club Members and Core Members.

The Board has the power to create additional membership categories, and if it exercises those powers it will, when creating a new membership category specify the benefits which any such new membership category is to enjoy, the conditions, if any, attaching to any such membership category and the process for accepting applications for such membership.

Each class of membership carries different rights and obligations. No Member may be a member of more than one class of membership at any one time.

2.2 **Community Members**

Anyone may apply to be a Community Member.

A Community Member is not required to commit any resources to Linaro.

A Community Member is entitled to:

- 2.2.1 participate in the membership activities and events organised by Linaro and which are made available to all Members; and
- 2.2.2 participate in any Working Group Project, subject to accepting the relevant IP licensing terms adopted by the relevant Working Group for that particular Working Group Project in accordance with the provisions of the IP Policy.

2.3 **Club Members**

A Club Member will be required to make a substantial financial commitment (whether in cash or cash equivalent value) and to commit substantial resources to Linaro, in either case for a minimum two year period. The precise terms of a Club Member's commitment will be set out in a Subscription Agreement to be entered into between Linaro and that Club Member.

A Club Member will be entitled to:

- 2.3.1 the benefits available to a Community Member;
- 2.3.2 (subject to the terms of its Subscription Agreement) have a Technical Liaison Engineer allocated to it;
- 2.3.3 (subject to the terms of its Subscription Agreement and to reaching agreement with respect to the cost to be paid for the same) have a SoC Landing Team or an

OEM Launching Team allocated to it, the purpose of which is to enable that Club Member's successful early integration into Linaro's releases (and, in addition, if a Club Member requests access to an OEM Launching Team, subject to Linaro and the Club Member reaching agreement as to the basis on which the OEM Launching Team will operate, that Club Member shall have allocated to it by way of an OEM Launching Team the resources which would otherwise have been utilised by Linaro in the provision to it of a Base Landing Team);

- 2.3.4 join together with other Club Members to nominate a person to be appointed as a Director to the Board;
- 2.3.5 appoint a representative to Linaro's Technical Steering Committee; and
- 2.3.6 participate in any Working Group Project, subject to accepting the relevant IP licensing terms adopted by the relevant Working Group for that particular Working Group Project in accordance with the provisions of the IP Policy.

Linaro will give due consideration to each Club Member's expressed preferences in relation to the roles to be fulfilled by the Member Assignees made available by that Club Member to Linaro, subject, *inter alia*, to such preferences being consistent with achievement of Linaro's Objective and the then current Strategy. Linaro's ability to satisfy each Club Member's preferences will be influenced, *inter alia*, by (i) the identified skills requirements and open positions to be filled by Linaro at the time when a Club Member becomes a Member and during the regular realignment of resources and projects as part of Linaro's normal project planning process and (ii) the fact that Linaro will give priority to fulfilling preferences expressed by a Core Member in priority to those expressed by a Club Member.

2.4 **Core Members**

The Board expects that Core Members will comprise prominent CPU architecture companies and major OEM or software companies with a multi industry focus.

A Core Member will be required to make a substantial financial commitment (whether in cash or cash equivalent value) and to commit substantial resources to Linaro, in either case for a minimum three year period. The precise terms of these commitments will be set out in a Subscription Agreement to be entered into between Linaro and that Core Member.

A Core Member will also be required to become a Companies Act member of Linaro and be bound by Linaro's Articles of Association.

Each Core Member will be entitled to:

- 2.4.1 the benefits available to Community Members;
- 2.4.2 (subject to the terms of its Subscription Agreement) have a Technical Liaison Engineer allocated to it;

- 2.4.3 (subject to the terms of its Subscription Agreement) have a SoC Landing Team or an OEM Launching Team allocated to it (at no additional cost to the Core Member), the purpose of which is to enable that Core Member's successful early integration into Linaro's releases (and, in addition, if a Core Member requests access to an OEM Launching Team, subject to Linaro and the Core Member reaching agreement as to the basis on which the OEM Launching Team will operate, that Core Member shall have allocated to it by way of an OEM Launching Team the resources which would otherwise have been utilised by Linaro in the provision to it of a Base Landing Team);
- 2.4.4 appoint a Director to the Board;
- 2.4.5 appoint a representative to the Technical Steering Committee; and
- 2.4.6 participate in any Working Group Project, subject to accepting the relevant IP licensing terms adopted by the relevant Working Group for that particular Working Group Project in accordance with the provisions of the IP Policy.

Linaro will give due consideration to each Core Member's expressed preferences in relation to the roles to be fulfilled by the Member Assignees made available by that Core Member to Linaro, subject, *inter alia*, to such preferences being consistent with achievement of Linaro's Objective and the then current Strategy. Linaro's ability to satisfy each Core Member's preferences will be influenced, *inter alia*, on the identified skills requirements and open positions to be filled by Linaro at the time when a Core Member becomes a Member and during the regular realignment of resources and projects as part of Linaro's normal project planning process.

2.5 **Members' obligations**

Each Member must comply with:

- 2.5.1 these Rules;
- 2.5.2 Linaro's Trade Mark Policy;
- 2.5.3 Linaro's IP Policy; and
- 2.5.4 (in the case of Club Members or Core Members) the Subscription Agreement entered into between Linaro and that Member.

2.6 **Applications for membership of Linaro**

- 2.6.1 All persons applying to join Linaro will be required to complete an Application Form applicable to the category of membership for which they are applying.
- 2.6.2 No person shall become a Community Member of Linaro unless:
 - 2.6.2.1 that person has completed a Community Member Application Form;

2.6.2.2 that person has agreed to be bound by the terms of these Rules (as amended from time to time) by signing and delivering to Linaro an undertaking to comply with these Rules either in the form set out in schedule 3, or in such other form as the Board may prescribe from time to time;

2.6.2.3 that person's application satisfied such criteria (if any) as the Board may specify once Linaro invites potential Community Members to apply to join.

An applicant shall become a Community Member once (i) the above conditions have been satisfied and (ii) the applicant's name has been entered into Linaro's register of Community Members.

2.6.3 No person shall become a Club Member of Linaro unless:

2.6.3.1 that person has completed a Club Member Application Form;

2.6.3.2 that person has entered into a Subscription Agreement on such terms as the Board may require;

2.6.3.3 that person has agreed to be bound by the terms of these Rules (as amended from time to time) by signing and delivering to Linaro an undertaking to comply with these Rules either in the form set out in schedule 3, or in such other form as the Board may prescribe from time to time;

2.6.3.4 that person is, in the opinion of the Board, having regard to the objective and non-discriminatory application of the Membership Criteria, a suitable candidate to become a Club Member of Linaro; and

2.6.3.5 the Board has approved the application.

An applicant shall become a Club Member once (i) the above conditions have been satisfied, (ii) the applicant has paid the initial fees required to be paid by it pursuant to its Subscription Agreement and (iii) the applicant's name has been entered into Linaro's register of Club Members.

2.6.4 No person shall become a Core Member of Linaro unless:

2.6.4.1 that person is a company;

2.6.4.2 that person has completed a Core Member Application Form;

2.6.4.3 that person has entered into a Subscription Agreement on such terms as the Board may require;

2.6.4.4 that person has agreed to be bound by the terms of these Rules (as amended from time to time) by signing and delivering to Linaro

an undertaking to comply with these Rules either in the form set out in schedule 3, or in such other form as the Board may prescribe from time to time;

2.6.4.5 that person has agreed to be bound by the Articles of Association (as amended from time to time) by signing and delivering to Linaro an undertaking to comply with them in such form as the Board may from time to time prescribe;

2.6.4.6 that person is, in the opinion of the Board, having regard to the objective and non-discriminatory application of the Membership Criteria, a suitable candidate to become a Core Member of Linaro; and

2.6.4.7 the Board has approved the application.

An applicant shall become a Core Member once (i) the above conditions have been satisfied, (ii) the applicant has paid the initial fees required to be paid by it pursuant to its Subscription Agreement and (iii) and the applicant's name has been entered into Linaro's Companies Act register of Core Members.

2.7 Restricted membership during the Initial Period

Linaro will be established with a limited number of Core Members and Club Members. During the Initial Period Linaro expects to be selective in admitting additional persons as Core Members or Club Members. This is to assist Linaro to begin implementation of its Strategy and manage its initial financial and other resources efficiently whilst, at the same time, establishing its infrastructure and operating procedures.

Linaro does not propose to accept applications for Community Membership initially. It is intended that applications for this category of membership will be accepted as soon as the Board considers it to be practicable to do so, bearing in mind the need for Linaro to focus its resources during the Initial Period on the execution and achievement of its Initial Strategy.

Notwithstanding the above, non Members may participate in any Working Group Project.

2.8 Linaro's Companies Act register of members

For the avoidance of doubt, Community Members and Club Members shall not be registered in Linaro's Companies Act register of members.

3. TRANSFERS OF MEMBERSHIP

Membership of Linaro is not transferable.

4. MEMBERSHIP FEES

4.1 Community Membership Fees

A Community Member is not required to pay any Membership Fee.

4.2 Core and Club Membership Fees

The amount of the Membership Fee to be paid by a Core Member or Club Member, and the period over which that Membership Fee must be paid, will be specified in that Member's Subscription Agreement.

The Board will specify the Membership Fees to be paid by each Core and Club Member. In specifying the Membership Fees to be paid by Core Members and Club Members:

4.2.1 it is intended that the cash and cash equivalent value of any Membership Fee to be contributed by a Club Member in respect of any particular period of time during the period to 31 May 2013 should not (unless otherwise agreed with that Club Member) exceed fifty (50) per cent. of the cash and cash equivalent value of any Membership Fee to be contributed by a Core Member in respect of that same period of time; and

4.2.2 as between the same class of Member, it is intended (unless a particular Member agrees to make a greater contribution) that the value of the overall contribution to be made by any particular Member to Linaro should be of a similar value to the overall contribution being made by any other Member of the same class of membership in respect of a similar period of time.

4.3 Payment of Membership Fees

The Subscription Agreement entered into by Core Members and by Club Members will specify when the Membership Fees to be paid by such Members must be paid, the currency in which they are to be paid and the manner in which they are to be paid.

If the Board creates any additional membership categories, the Board will at that time specify whether Membership Fees must be paid by any such Member, and the time and process by which any such Membership Fees must be paid.

4.4 No set off against sums due to Linaro

Each payment to be made by a Member under these Rules and/or under a Subscription Agreement shall be made free and clear of all deductions, withholdings, counterclaims or set-off of any kind except for those required by law.

4.5 No repayment of Membership Fees

If a Member's membership ceases or a Member's membership is suspended, such Member shall (unless expressly provided to the contrary in that Member's Subscription Agreement) not be entitled to require Linaro to repay any proportion of the Membership

Fee already paid by it and that Member's continuing financial obligations to Linaro (if any) shall be as set out in its Subscription Agreement.

4.6 Carry forward of surpluses

Linaro intends that Membership Fees paid in respect of a particular Financial Year shall be applied to meet the expected running costs of Linaro in that Financial Year. If at the end of any particular Financial Year Linaro has accrued a surplus, that surplus shall be applied to meet the costs of the subsequent Financial Year.

4.7 Reimbursement of Membership Fees on a winding up of Linaro

The Subscription Agreements entered into by Club Members and Core Members will contain provisions which provide that, on a winding up of Linaro, cash not required to discharge Linaro's obligations to third parties will be returned to such Members by way of re-imbusement of Membership Fees previously paid, the basis on which this will be effected being specified in the Subscription Agreements.

5. DATA PROTECTION

5.1 This Rule 5 applies to any individual applying to become a Community Member in their own right, and to any individual registering as a Community Member, Club Member or Core Member on behalf of a company or other entity party, in respect of whom personal data (as such term is defined in the Data Protection Act 1998) may also be collected.

5.2 Linaro respects the privacy of its Members and will apply to be registered on the UK Information Commissioner's Office's Data Protection Register.

5.3 Linaro collects the following personal data from its Members:

5.3.1 name;

5.3.2 addresses (business address for companies, home address for individuals);

5.3.3 contact telephone number(s) (home, work and mobile);

5.3.4 contact e-mail address;

5.3.5 any other information provided at the time of registration;

5.3.6 records of any correspondence with Linaro;

5.3.7 comments and input of Members which may be logged in the form of minutes and/or records of open forums, planning and development conferences, where these are filed by reference to specified individuals;

5.3.8 results of any surveys or feedback that Members are asked to complete or provide (which will not be mandatory); and

5.3.9 details of Member visits to Linaro website (such as traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise),

together "**Member Data**".

5.4 Member Data is used the following ways:

5.4.1 for inclusion on a registry of Linaro Members' names and category of membership, such list to be made publicly available on Linaro website and other publicity or press releases relating to the articles of Linaro from time to time;

5.4.2 to provide Members with information or services about Linaro that may of interest;

5.4.3 to allow Members to participate in Linaro and its activities, where they choose to do so; and

5.4.4 to notify Members of any changes or updates to Linaro.

5.5 Linaro will not sell Member Data to a third party, or release it to an independent third party to use for their own purposes, except as follows:

5.5.1 Member Data may be transferred in the event of a reorganisation or transfer dissolution (or similar event) of Linaro (or any part of it); and

5.5.2 Member Data may be provided by specific request to other Members in order that Members may network and gain the best information possible from fellow Members and colleagues.

5.6 Individual Members who not wish their Member Data to be used for any purpose specified in Rule 5.4.4 should specify their preference at the time of registration, or may otherwise contact Linaro by [*specify link/email address/other*].

5.7 Member Data may also be disclosed:

5.7.1 if Linaro is under a duty disclose such data in order to comply with any legal obligation, or in order to enforce or apply any of these Rules. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction; and

5.7.2 to third parties who conduct business on behalf of Linaro. However, all such third parties who process Member Data on behalf of Linaro are contractually obliged to keep Member Data secure and only use it for agreed purposes (such as sending out communications, storing Member Data or processing payments). Such parties may be located outside the European Economic Area, in which case Linaro will take all steps reasonably necessary to ensure that Member Data is treated in accordance with these Rules.

- 5.8 Member Data is at all times kept in a secure system which is password protected and covered by a Data Protection Security Policy.
- 5.9 All Linaro staff that may from time to time access Member Data are contractually bound to keep such Member Data confidential.
- 5.10 Member Data may be checked for accuracy but Members should contact Linaro at [specify link/email address/other] if any Member Data is or becomes inaccurate or out of date.
- 5.11 Any personal data comprised in the Member Data will be held by Linaro as long as is necessary for the administration of membership. Upon termination or cessation of membership, such data will remain on Linaro's systems for a period of up to one year for administration purposes before being deleted. All other Member Data will generally only be kept for as long as is reasonably required for the purpose(s) for which it was submitted.

6. THE BASIS ON WHICH LINARO WILL BE RUN

- 6.1 The Board is the principal decision making body of Linaro. The powers of the Board, and the basis upon which the Board will make decisions, are set out in Linaro's Articles of Association.
- 6.2 The Board will be made up of a number of Directors, appointed to it in accordance with Linaro's Articles of Association as follows:
- 6.2.1 each Core Member is entitled to appoint one (1) person as a Director, referred to as a "**Core Director**", to the Board;
- 6.2.2 the Club Members shall be entitled, between them, to nominate one (1) person for appointment as a Director, referred to as the "**Club Director**", to the Board;
- 6.2.3 the Directors have the right, but shall not be required, to appoint an additional person as a Director to act as chairman of the Board ("**Chairman**"), provided that any such person (if so appointed) shall be a person who is considered to be independent of any Core Member; and
- 6.2.4 the Directors have the right to appoint a person to act as the Chief Executive Officer of Linaro and any person so appointed shall also be a Director.

The detailed provisions for the appointment of Directors are set out in Linaro's Articles of Association, a copy of which is available on Linaro's website at www.linaro.org.

- 6.3 Linaro's Articles of Association specify the basis upon which the Directors will make their decisions.
- 6.4 The Chief Executive Officer will perform such functions, and have such authority, as the Board delegates to that person in accordance with Linaro's Articles of Association.

6.5 The Board may, in accordance with the provisions of Linaro's Articles of Association, appoint a Chief Technical Officer and a VP Engineering of Linaro. Any persons so appointed will not be Directors of Linaro. They will perform such functions, and have such authority, as the Board delegates to them person in accordance with Linaro's Articles of Association.

7. THE CLUB DIRECTOR

7.1 Linaro's Articles of Association make provision for the Directors to appoint to the Board one individual nominated by the Club Members in accordance with this Rule 7 to be a Director, such Director being referred to in these Rules as the Club Director.

7.2 Any Club Member shall be entitled to nominate an individual to be appointed as the Club Director in accordance with the following provisions:

7.2.1 The Board shall notify Club Members that a Club Director is to be appointed and shall invite each representative of a Club Member on the Technical Steering Committee to nominate (if it so wishes) in writing a person who satisfies the criteria specified in Rule 7.2.2, giving such persons not less than fifteen (15) business days in which to lodge any such nomination.

7.2.2 Any individual nominated to act as the Club Director must:

7.2.2.1 either be an employee or an officer of a Club Member or, alternatively, a person who is independent of a Club Member and whose identity has been approved by the Board (acting reasonably);

7.2.2.2 not hold any office or be engaged in any role or activity which the Board (acting reasonably) considers might conflict with his role (and the associated duties) as a Director; and

7.2.2.3 have agreed to comply (if he or she is appointed) with such provisions (relating to his holding office as a Director) as the Board (acting reasonably) may require.

7.2.3 Following receipt of nominations in accordance with the provisions of Rule 7.2.1, subject to at least one of those nominations satisfying the criteria specified in Rule 7.2.2, a secret postal ballot shall be held to appoint one of the nominees who satisfies the criteria specified in Rule 7.2.2 (a "**Qualifying Nominee**") as the Club Director. The ballot shall be conducted by Linaro's auditors (or such other independent person(s) as the Board may specify) who shall be instructed to avoid disclosing to Linaro how any particular person voted. On any such ballot each Club Member shall have one (1) vote (which may be exercised by that Club Member's representative on the Technical Steering Committee if any such representative then exists) and the CTO shall also have one (1) vote.

7.2.4 The Qualifying Nominee with (i) the largest number of votes and (ii) the majority of the votes cast by or on behalf of Club Members (subject to his or her

agreement to such appointment) shall be appointed by the Board as the Club Director. If no Qualifying Nominee secures such a vote, the Qualifying Nominee with the least number of votes shall be eliminated and a further round of voting shall be undertaken and the provisions of this clause shall apply *mutatis mutandis* to any such further round of voting (and to any subsequent rounds of voting, if necessary).

- 7.2.5 If only one (1) Qualifying Nominees' name is put forward to be voted on in any round of voting, that individual will not be appointed as the Club Director if the majority of the votes cast by or on behalf of the Club Members on his or her appointment were against rather than in favour of the appointment.
- 7.3 A Club Director, once appointed, shall hold office for a maximum period of twelve (12) months and shall then automatically cease to hold office at the end of that twelve (12) month period unless he or she is re-appointed to act as the Club Director following the end of such period. A person may serve as the Club Director for up to three consecutive appointments of twelve (12) month periods but shall not be eligible, thereafter, to be appointed as the Club Director for at least the next twelve (12) month period.
- 7.4 A Club Director may be removed as a Director in the following ways:
- 7.4.1 by written notice signed by a majority of the Club Members, which shall be delivered to the CEO;
- 7.4.2 by a resolution of the Club Members duly passed at a Meeting of the Club Members;
- 7.4.3 by resolution of the Board if the Board (acting reasonably) concludes that he or she no longer satisfies the criteria for appointment as the Club Director specified in Rule 7.2.2; and
- 7.4.4 by resolution of the Board if the Board (acting reasonably) concludes that:
- 7.4.4.1 the individual has engaged in any act, practice or conduct which brings Linaro into disrepute; or
- 7.4.4.2 the continued occupation by that individual of the office of Club Director is against the interests of Linaro.
- 7.5 If at any time no person occupies office as the Club Director, Linaro will use its reasonable endeavours to procure the appointment of a person (in accordance with the provisions of these Rules) as soon as is reasonably practicable thereafter.

8. **THE MANAGEMENT TEAM**

- 8.1 The Management Team is responsible for:
- 8.1.1 ensuring the operational success of Linaro;
- 8.1.2 the management of budgets; and

8.1.3 the recruitment of new Members.

8.2 The "**Management Team**" will consist of the CEO, the CTO, the VP Engineering and such additional individuals as are considered necessary by the CEO for the undertaking of its responsibilities. The Management Team will be chaired by the CEO.

8.3 The Management Team is a formal committee of the Board and will be accountable to the Board.

9. **THE TECHNICAL STEERING COMMITTEE AND THE WORKING GROUPS**

9.1 The Board is authorised by Linaro's Articles of Association to establish and disband, as it sees fit, committees to manage all or any defined part of Linaro's operations and to assist in Linaro's achievement of its Objective. Any such committee is referred to in these Rules as a "**Working Group**" and all such Working Groups will report for alignment and arbitration purposes into a body referred to in these Rules as the "**Technical Steering Committee**". Neither a Working Group nor the Technical Steering Committee is a formal committee of the Board, but they will be accountable to the Board.

9.2 The Technical Steering Committee:

9.2.1 will have responsibility for advising the Management Team, and through it the Board on the key technological and operational matters associated with Linaro's Objective;

9.2.2 will have responsibility for the technical goals of Linaro and ensuring realistic operational capability is in place to achieve those goals;

9.2.3 will have responsibility for managing Working Group resource allocation and budgeting (based on guidelines provided by the Board to it);

9.2.4 will review, modify and at its discretion approve proposals from the Working Groups in relation to such matters as choice of IP License to be adopted for a particular Working Group Project and roadmaps (including tasks and priorities);

9.2.5 act as a reporting and technical alignment umbrella for the Working Groups and the Core and Club Members; and

9.2.6 shall vote (with any vote requiring an eighty (80) per cent majority to pass) on the addition, removal, or change to distribution test heads directly funded by Linaro, the initially funded test heads being ARM Embedded Linux (AEL) and ARM Linux Internet Platform (ALIP).

The Technical Steering Committee will consist of the CTO, the VP Engineering and the duly appointed representatives of each Club Member and each Core Member. Each such person will have a voting position on the Technical Steering Committee, which will be co-chaired by the CTO and the VP Engineering. In addition, the Technical Lead and Project Manager from each Working Group shall attend meetings of the Technical Steering Committee in a non voting capacity.

The Board has discretion to amend the remit and composition of the Technical Steering Committee from time to time. The Board may from time to time, in its absolute discretion, approve the appointment and removal of a community officer to act as a member of the Technical Steering Committee to represent the interests of the broader Linux community. This role could be taken by a representative of the Linux Foundation or another suitably qualified candidate or body.

- 9.3 The Technical Steering Committee will adopt a consensus approach to decision making. Where no consensus is achieved, the CTO will have the ability to dictate the technical goals and the VP Engineering will have the ability to dictate the operational steps to be taken.
- 9.4 Working Groups will be subsidiary to the Technical Steering Committee and will have the remit allocated to them by the Technical Steering Committee and/or the Board at the time they are established, or as amended by the Board in its discretion from time to time.
- 9.5 Linaro's initial Working Groups, and the initial remits of those Working Groups, are listed in schedule 4.
- 9.6 The provisions of schedule 4 shall apply with respect to the governance of the Technical Steering committee and Working Groups.

10. **ANTI-TRUST GUIDELINES**

A Member must comply with the anti-trust guidelines set out in schedule 6 (and as amended from time to time by the Board).

11. **RESIGNATION, SUSPENSION OR TERMINATION OF MEMBERSHIP**

- 11.1 A Community Member may withdraw from membership of Linaro by giving written notice of resignation to Linaro. Any such resignation shall be effective once received.
- 11.2 A Club Member's membership shall initially be for a three (3) year period (the "**Initial Membership Period**"), expiring on the third anniversary of that Club Member's Membership Registration Date unless it is extended for one or more subsequent twelve (12) month periods (each such period being a "**Further Membership Period**") as follows:
 - 11.2.1 by that Club Member giving written notice to Linaro not less than three (3) months in advance of the end of Initial Membership Period or any subsequent Further Membership Period, to extend it's membership for a Further Membership Period in which case that Club Member's membership will expire (unless extended again in accordance with these provisions) at the end of the Further Membership Period; or
 - 11.2.2 the Club Member and Linaro agree that the Club Member's membership is to continue for a Further Membership Period otherwise than on the basis specified in Rule 11.2.1.

- 11.3 The Board may, in its discretion, agree to a Club Member withdrawing from membership of Linaro at any time.
- 11.4 The procedure for a Core Member ceasing to be a Member of Linaro is set out in Linaro's Articles of Association.
- 11.5 Subject to the subsequent provisions of this Rule 11.5, a Core Member or a Club Member may withdraw from membership of Linaro if either:
- 11.5.1 a material change is made to the Articles of Association, being a change which will have a materially adverse impact on that Member; and/or
- 11.5.2 a material change is made to the Membership Rules, being a change which will have a materially adverse impact on that Member; and/or
- 11.5.3 a material change is made to the IP Policy, being a change which will have a materially adverse impact on that Member,
- in any such case by giving not less than twenty (20) business day's notice in writing of withdrawal to Linaro, provided that any such notice must (i) be given within twenty (20) business days of Linaro notifying the Member that the relevant change has been implemented and (ii) specify in reasonable detail the nature of the materially adverse impact which the Member will suffer as a result of the proposed change(s) being made.
- If Linaro has given to a Member not less than thirty (30) business day's notice of a proposal to change the Membership Rules and/or the IP Policy (as relevant) and Linaro has not received a written notice of objection to such proposed change(s) (a "**Notice of Objection**") from that Member within twenty (20) business day's days of any such notice being given to it, that Member shall not be entitled to exercise rights to withdraw from membership of Linaro in accordance with the provisions of this Rule 11.5 due to the proposed change(s). If a Member gives a Notice of Objection to Linaro it must, in such notice, specify in reasonable detail the nature of the materially adverse impact which it will suffer if the proposed change(s) are made and failure to include such details in a Notice of Objection shall invalidate any Notice of Objection so given.
- 11.6 Linaro may terminate a Club Member's membership or a Core Member's membership in accordance with the provisions of that Member's Subscription Agreement.
- 11.7 The Board may suspend or terminate a Member's membership where, in the opinion of the Board (in its discretion):
- 11.7.1 that Member is in material and/or persistent breach of all or some of the material provisions of, or the material obligations it is bound by under, these Rules and/or the Subscription Agreement to which it is a party and/or (in the case of a Core Member) Linaro's Articles of Association, provided that if any such breach is capable of remedy the Board may not suspend or terminate such Member's membership unless the Member has failed to remedy the breach to the Board's satisfaction within twenty five (25) business days of written notice from the Board requiring it to do so;

- 11.7.2 in the case of a body corporate, that Member has suffered an Insolvency Event;
 - 11.7.3 that Member, or any of its Connected Persons, has engaged in any act, practice or conduct which brings Linaro into disrepute;
 - 11.7.4 the continued membership of that Member is against the interests of the majority of the Members;
 - 11.7.5 the continued membership of that Member is likely to prejudice the achievement of Linaro's Objective and/or the deliverability of any particular project which the Board has previously committed Linaro to delivering; or
 - 11.7.6 if that Member were, in fact, to be a new applicant for membership of Linaro, that Member would not in fact satisfy the Membership Criteria (but, for the purpose of this Rule 11.7.6, any changes to the Membership Criteria following that Core Member's Membership Registration Date shall be ignored).
- 11.8 Written notice of any such suspension or termination shall be served on the relevant Member and shall take effect from such time as is specified in any such notice which, in any event, may not be earlier than the date the notice is deemed served on the relevant Member under these Rules. If a Member's membership is suspended, at the same time as written notice of suspension is served on the relevant Member, the Secretary (or some other person nominated by the Board) shall also provide the Member with a summary explanation as why its Membership has been suspended.
- 11.9 Following suspension, termination or cessation of a Member's membership (for any reason whatsoever):
- 11.9.1 all accrued obligations and liabilities of such a Member under these Rules prior to such suspension, termination or cessation of its Membership shall survive such cessation or suspension;
 - 11.9.2 the obligations owed by such a Member to Linaro under its Subscription Agreement shall continue or cease (as the case may be) in accordance with the provisions of that Member's Subscription Agreement,
- and the following provisions of these Rules shall continue to be binding on the relevant Member following termination or cessation of its Membership: Rule 14 (Limitation of Liability), Rule 17 (Confidentiality), Rule 19 (Costs and Expenses), Rule 20 (Notices), Rule 21 (Third Party Rights), Rule 25 (Prevailing Terms) and Rule 26 (Governing Law).

12. **WINDING UP OF LINARO**

- 12.1 The Board shall be entitled, by the giving of not less than six (6) month's prior written notice to Members, to proceed to wind up Linaro. The day on which any such notice expires shall be referred to in these Rules as the "**Winding Up Date**".
- 12.2 On the Winding Up Date:
 - 12.2.1 each Community Member's membership of Linaro shall terminate;

12.2.2 each Club Member's membership of Linaro shall, subject to any provision to the contrary in that Club Member's Subscription Agreement, terminate; and

12.2.3 each Core Member's membership shall be subject to the provisions of Linaro's Articles of Association.

12.3 On a winding up or dissolution of Linaro, (after reimbursing to Members any Membership Fees previously paid by them in accordance with the provisions of Rule 4.7), all of Linaro's assets which otherwise would be available to Members will be transferred either to a not for profit body with objectives similar to those of Linaro or (if there is no such body) to another body the object of which is the promotion of charity and anything incidental or conducive thereto.

12.4 On a winding up of Linaro, to the extent that Linaro owns any proprietary intellectual property which it has not already made available on an open source basis, Linaro shall (subject to any encumbrances or other restrictions on its ability to do so) make available such intellectual property on an open source basis.

13. **MEETINGS OF MEMBERS**

Linaro may convene Meetings of all the Members or of any particular category of Members. Meetings shall, other than in the case of meetings of the Core Members, be convened and conducted in accordance with the provisions of schedule 5. Meetings solely of the Core Members shall be convened and conducted in accordance with the provisions of Linaro's Articles of Association.

14. **LIMITATION OF LIABILITY**

14.1 None of Linaro, any Group Company or their respective directors, officers, agents, employees, advisers or participants in any Working Group (collectively "**Linaro Persons**") owes or accepts any duty or responsibility to a Member, a Connected Person of a Member or to any other person with respect to or in connection with any matter of the kind listed in Rule 14.2, whether in contract or in tort (including, without limitation, liability for negligence and/or breach of statutory duty) or howsoever otherwise arising, and shall not be liable for any loss, damage, cost, interest or expense of whatsoever nature which is caused by or in connection with any matter of the kind listed in Rule 14.2.

14.2 The provisions of Rule 14.1 apply with respect to:

14.2.1 any failure or alleged failure by Linaro to comply with all or any part of these Rules; or

14.2.2 any reliance (or alleged reliance) placed by any Member, its Connected Persons or any other person upon any information, recommendation, statements or opinions published by or attributed to Linaro or (in the context of them representing Linaro) any other Linaro Person; or

- 14.2.3 any reliance (or alleged reliance) placed by any Member, its Connected Persons or any other person upon any software and/or other product owned and/or developed and/or otherwise made available by or on behalf of Linaro; or
- 14.2.4 any failure or alleged failure by Linaro to provide any benefit, product or service to a Member or its Connected Persons or arising out of any benefit, product or service provided by Linaro to a Member or its Connected Persons, including but not limited to, services to be provided by a SoC Landing Team and/or an OEM Launching Team.
- 14.3 No Member or any of its respective directors, officers, agents, employees or advisers (collectively Member's "**Related Person**") shall owe or accept any duty or responsibility to Linaro or to another Member or to any other person with respect to or in connection with any matter of the kind listed in Rule 14.4 whether in contract or in tort (including, without limitation, liability for negligence and/or breach of statutory duty) or howsoever otherwise arising, and shall not be liable for any loss, damage, cost, interest or expense of whatsoever nature which is caused by or in connection with any matter of the kind listed in Rule 14.4.
- 14.4 The provisions of Rule 14.3 apply with respect to:
- 14.4.1 any failure or alleged failure by that Member to comply with all or any part of these Rules (but, for the avoidance of doubt, (i) the provisions of Rule 14.3 do not apply with respect to the performance by a Member of its obligations under its Subscription Agreement, which may be enforced by Linaro and (ii) a failure to comply with all or part of these Rules may lead to suspension or termination of a Member's membership in accordance with Rule 11); or
- 14.4.2 any reliance (or alleged reliance) placed by Linaro, any Member or any other person upon any information provided or, recommendation, statements or opinions made or expressed by or on behalf of that Member or its Related Persons in the course of participation in Linaro's activities; or
- 14.4.3 any reliance (or alleged reliance) placed by Linaro, any Member or any other person upon any intellectual property and/or information and/or other property of any kind provided by or on behalf of a Member to Linaro for use by Linaro.
- 14.5 Without limitation to the provisions set out in Rules 14.1 and 14.3, and save to the extent set out in Rule 14.6, to the fullest extent permitted by law, neither Linaro, nor a Group Company nor a Member shall be liable (in connection with any act, matter or thing relating to membership of Linaro and/or participation in Linaro's activities) for any loss arising from or in connection with any loss of profits, savings, revenue, data, contracts or business or any other direct, indirect or consequential damage, even if Linaro, Group Company or relevant Member (as the case may be) is made aware of the potential for such loss or damage to arise.
- 14.6 The limitations on liability set out in Rules 14.1, 14.3 and 14.5 shall not apply:

- 14.6.1 to any liability for death or personal injury arising as a result of the negligence of Linaro, a Group Company or (in the context of them representing Linaro) any other Linaro Person or for any liability arising out of fraud;
- 14.6.2 to any liability for death or personal injury arising as a result of the negligence of a Member or its Related Persons or for any liability arising out of fraud;
- 14.6.3 to any liability owed by Linaro to a Member to the extent that Linaro has expressly agreed to the contrary in a Subscription Agreement;
- 14.6.4 to any liability owed by a Member to Linaro to the extent that the Member has expressly agreed to the contrary in a Subscription Agreement.
- 14.7 In the interests of limiting the personal liability and exposure to litigation of those working for Linaro, any claims for loss suffered by a Member or any of its Connected Persons may only be brought against Linaro (or its successor in accordance with Rule 14.8 below) in its name only and not against any other Linaro Person by name.
- 14.8 If Linaro merges with another person or transfers its business to another person (each a "**successor**") the provisions of this Rule 14 will not end by reason of the merger or transfer. All accrued rights and liabilities of Linaro under this Rule 14.8 will automatically transfer to the successor in substitution for Linaro.
- 14.9 The provisions of this Rule 14 are considered to be reasonable and consistent with Linaro's objectives and its status as a 'not for profit' organisation.
- 14.10 The only rights and remedies available to a Member are as set out expressly in these Rules and that all rights and remedies that would otherwise be available under the common law are excluded.

15. **DISPUTE RESOLUTION**

If any dispute should arise out of or in connection with a Member's membership and such dispute cannot be settled through negotiations by a representative of Linaro and of the relevant Member, either party may refer the dispute to the Board by giving notice in writing to the Board (the "**Dispute Notice**"). The Board shall then attempt to resolve the dispute with the Member through non-binding mediation. Thereafter, a Member may exercise whatever rights it may have in law or equity.

16. **ASSIGNMENT**

- 16.1 A Member may not assign or otherwise dispose of any rights under these Rules, at law or in equity, including by way of declaration of trust. Any purported assignment in breach of this Rule shall be void and confer no rights on the purported assignee.
- 16.2 Linaro may, in accordance with Linaro's Articles of Association, transfer its assets to another not-for-profit body with objects similar to those of Linaro or (if there is no such body) to another body the object of which is the promotion of charity and anything incidental or conducive thereto.

17. **CONFIDENTIALITY**

17.1 All information disclosed by or on behalf of Linaro to a Member, or by or on behalf of one Member (or its representatives) to another Member (or its representatives) during participation in Linaro activities shall (subject to the provisions of Rule 17.2) be considered non-confidential (this being consistent with the spirit of all information being made freely available in the context of open source development).

17.2 Notwithstanding Rule 17.1:

17.2.1 The provisions of Rule 17.1 do not apply to matters relating to the Board which it has been determined should be dealt with on a confidential basis, including information produced for the Board, discussions at, and decisions taken at, Board meetings and records of Board meetings with respect to such matters.

17.2.2 The provisions of Rule 17.1 do not apply to Member Data, which shall be kept confidential.

17.2.3 A Member may request in writing that particular information to be disclosed by or on its behalf (if it does not constitute a Contribution) shall be treated as Confidential Information. Any agreement to this effect shall, subject to securing the prior written agreement of the CEO, be governed by a non disclosure agreement between the relevant Member and the relevant Member Services Team to whom disclosure is to be made substantially in the form set out in schedule 9.

17.3 No Member shall be required to participate in any activity that would involve the divulging by it of Confidential Information or the receipt by it of Confidential Information.

17.4 If a Member or a representative of a Member participates in a Working Group, that Member shall, and shall procure that any representative of it shall, observe such rules (if any) as the relevant Working Group adopts with respect to the non disclosure and/or use of relevant Confidential Information.

18. **AMENDMENTS TO THE MEMBERSHIP RULES**

The Board may amend these Rules from time to time in accordance with the provisions of Linaro's Articles of Association. At least twenty (20) business day's notice of any change to these Membership Rules will be given by Linaro before any such change become effective. Any such notice of change may, *inter alia*, be given by way of notice in accordance with Rule 20.1.

19. **COSTS AND EXPENSES**

A Member shall bear its own costs and expenses in connection with becoming a Member and subsequently in connection with the performance of its rights and obligations in respect of Linaro. A Member shall have no right of reimbursement from Linaro.

20. **NOTICES**

20.1 A notice or other communication (each a "**notice**" for the purpose of the remainder of this Rule 20) given under these Rules may be given by Linaro to a Member:

20.1.1 in hard copy form, in writing, and either:

20.1.1.1 hand delivered to the Member to whom it is to be given; or

20.1.1.2 sent by prepaid, first-class post or (in the case of a registered address outside the United Kingdom) by prepaid airmail addressed to the Member to whom it is to be given; or

20.1.2 in electronic form, either:

20.1.2.1 by fax to a fax number for the time being notified for that purpose by the Member to Linaro; or

20.1.2.2 by email to an email address for the time being notified for that purpose by the Member to Linaro where such email is in ASCII plain text digital format (or in a digital format previously confirmed by the Member to be readable by it) and attaches a pdf (Adobe portable document format) version of the notice produced by scanning in a hard copy of the notice (which hard copy notice should be in writing, in English); the email shall clearly identify in the body of the email that the email that it is from Linaro and that the attachment is a notice which is given under these Rules in relation to Linaro; or

20.1.2.3 by making it available on Linaro's website at www.linaro.org.

Notices given under this Rules 20.1 shall be given only when deemed received in accordance with Rule 20.3. Notwithstanding the previous provisions of this Rule 20.1, any notice given by Linaro to a Member:

(i) suspending or terminating that Member's membership may not (in the case of a Community Member) be given on Linaro's website in accordance with Rule 20.1.2.3 and may not (in the case of a Core Member or a Club Member) be given by email in accordance with Rule 20.1.2.2 or be given on Linaro's website in accordance with Rule 20.1.2.3;

(ii) of any amendment to these Rules shall not (in the case of a Core Member or a Club Member) be regarded as having been given to it if it is given by email in accordance with Rules 20.1.2.1 unless that Member has acknowledged receipt of that email; and

(iii) of any amendment to these Rules may not (in the case of a Core Member or a Club Member) be given by website in accordance with Rule 20.1.2.2.

20.2 A notice to be given by a Member to Linaro shall be given to Linaro;

20.2.1 in hard copy form, in writing, and either:

20.2.1.1 hand delivered to Linaro; or

20.2.1.2 sent by prepaid, first-class post or (in the case of a registered address outside the United Kingdom) by prepaid airmail addressed to Linaro; or

20.2.2 in electronic form by fax to a fax number for the time being notified for that purpose by Linaro on Linaro's website at www.linaro.org;

and any notice to be given under these Rules to Linaro shall be given in English, sent to Linaro at the Office and marked for the attention of the Secretary.

20.3 A notice given by Linaro under these Rules shall be deemed to have been received by the intended Member recipient:

20.3.1 where the document or information is sent by prepaid first-class post to an address in the United Kingdom or by airmail to an address outside the United Kingdom, forty eight (48) hours after it is posted;

20.3.2 where the document or information is delivered by hand, when it is delivered;

20.3.3 where the document or information is sent or supplied by electronic means (in circumstances where it is permitted by Rule 20.1 to be given in such manner), when the document or information is first transmitted; and

20.3.4 where the document or information is sent or supplied by means of Linaro's website at www.linaro.org (in circumstances where it is permitted by Rule 20.1 to be given in such manner), when the material is first made available on Linaro's website.

21. **THIRD PARTY RIGHTS**

21.1 The following persons may rely upon and enforce the following terms of these Rules:

21.1.1 Linaro;

21.1.2 a Member (but only against Linaro);

21.1.3 each Linaro Person may from time to time may rely upon and enforce the terms of Rule 14;

21.1.4 each Group Company from time to time may rely upon and enforce the terms of Rules 14 and 17.

21.2 Except as expressly provided in Rule 21.1, a person who is not a party to these Rules shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of these Rules. This Rule shall not affect any right or remedy of a third party which exists or is available apart from that Act.

21.3 A Linaro Person and a Group Company may not enforce any provision of these Rules without the prior written consent of Linaro. These Rules may be amended without the consent of a Linaro Person or of a Group Company.

22. **NO PARTNERSHIP/AGENCY**

Nothing in these Rules is intended to or shall operate to create a partnership, or to authorise a Member to act as agent for Linaro or any other Member, and no Member shall have authority to act in the name or on behalf of or otherwise to bind any other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23. **FURTHER ASSURANCE**

Each Member shall execute all such documents and do or cause to be done all such other things as Linaro may from time to time reasonably require in order to ensure that the provisions of these Rules are fully adhered to.

24. **SEVERAL LIABILITY**

The liability of the Members under the Membership Rules shall be several such that each Member shall be liable only for its and its Connected Persons actions or omissions.

25. **PREVAILING TERMS**

In the event of any ambiguity or conflict arising between the terms of these Rules, Linaro's Articles of Association and the provisions of any Subscription Agreement:

25.1.1 the provisions of Linaro's Articles of Association shall prevail over these Rules and over any Subscription Agreement; and

25.1.2 the provisions of any Subscription Agreement shall (as between Linaro and the relevant Member) prevail over these Rules.

26. **GOVERNING LAW, JURISDICTION AND SERVICE OF PROCEEDINGS**

26.1 These Rules and Linaro's Policies shall be governed by and construed in accordance with the law of England and Wales. By becoming a Member, a Member irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with these Rules, Linaro's Policies or their enforceability.

26.2 By becoming a Member, a Member irrevocably waives any objection which it may have now or later to proceedings being brought in the courts of England and Wales and any claim that proceedings have been brought in an inconvenient forum. By becoming a Member, a Member irrevocably agrees that a judgment in any proceedings brought in the courts of England and Wales shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

SCHEDULE 1

Definitions and Interpretation

1. In these Rules, the following words and expressions shall have the following meanings unless the context requires otherwise:

"**Approved ISA**" has the meaning given to that expression in Rule 1.4;

"**Articles of Association**" means the articles of association of Linaro, as amended from time to time;

"**Board**" means the board of directors of Linaro from time to time;

"**business day**" means a day on which banks are open for business in London, other than Saturday or Sunday;

"**CEO**" or "**Chief Executive**" means the chief executive officer of Linaro, who shall also be a director;

"**Chairman**" means the Director appointed to be chairman of the Board;

"**Club Director**" has the meaning given in Rule 6.2;

"**Club Member**" means a Member which has been admitted as a Club Member in accordance with the provisions of Rule 2.6;

"**Community Council**" means a body established by the Board, on such basis as it may determine, to communicate with and champion Linaro's relationship with the Community Members;

"**Community Member**" means a Member which has been admitted as a Community Member in accordance with the provisions of Rule 2.6;

"**Community Member Officer**" has the meaning set out in schedule 2;

"**Connected Person**" in relation to any Member means any person who is a parent undertaking of that Member or a subsidiary undertaking of the Member of any such parent undertaking;

"**Companies Acts**" has the same meaning as ascribed in section 2 Companies Act 2006 (as amended or modified from time to time) in so far as they apply to Linaro;

"**Companies Act 2006**" means Companies Act 2006 including any statutory modification or re-enactment of that statute for the time being in force

"**company**" means a body corporate, wherever incorporated;

"**Contribution**" has the meaning given in the IP Policy;

"**Core Director**" has the meaning given in Rule 6.2;

"**Core Member**" means a Member who has been admitted as a Core Member in accordance with Rule 2.6;

"**CTO**" or "**Chief Technical Officer**" means the chief technical officer of Linaro;

"**Deed of Adherence**" means a deed of adherence to the Membership Rules (in the form set out in schedule 3 or as otherwise may be determined by the Board from time to time);

"**Director**" means a director of Linaro and includes any person occupying the position of director, by whatever name called;

"**Group Companies**" means Linaro and its subsidiary undertakings from time to time, and a reference to a "**Group Company**" shall be a reference to any one of them;

"**Initial Period**" means the period from incorporation of Linaro until such time as Linaro has made two major releases of an ARM-Optimised Linux Distribution or 31 May 2011, whichever shall be the first to occur;

"**Initial Strategy**" has the meaning given to it in Rule 1.3;

"**Insolvency Event**" means in relation to a company:

- (i) the passing by that body corporate of any resolution for voluntary winding up (within the meaning of section 84(2) Insolvency Act 1986 or otherwise) or the winding up of that body corporate by the court;
- (ii) the making of an administration order against that body corporate or the appointment of an administrator in respect of that body corporate;
- (iii) the making of any proposal under Part I Insolvency Act 1986 or otherwise for a composition in satisfaction of that body corporate's debts or a scheme of arrangement of its affairs or the making of any proposal under part 26 Companies Act 2006 or otherwise for a compromise or arrangement between that body corporate and its creditors or any class of them, the making of any arrangement or compromise with that body corporate's creditors generally or that body corporate ceasing to carry on all or substantially all of its business;
- (iv) the appointment of an administrative receiver, receiver or manager over all or any substantial part of that body corporate's assets; or
- (v) the occurrence of any event substantially similar in nature or effect to those in sub-paragraphs (i) to (iv) of this definition, whether in England and Wales or any other jurisdiction;

"**IP Policy**" means the policy adopted by Linaro with respect to intellectual property as set out in schedule 7 and as amended by the Board from time to time in accordance with the provisions of the Articles of Association;

"**ISA**" means instruction set architecture;

"**Linaro**" means Linaro Limited, a company limited by guarantee and incorporated in England and Wales with registered number 7180318;

"**Linaro Person**" has the meaning given in Rule 14.1

"**Linaro Platform**" means a platform for the development of products including chip sets, devices or end products derived from the software releases made by Linaro and together with associated software development kits or other development tools as may be created, amended and developed by Linaro from time to time;

"**Linaro's Policies**" means the IP Policy and the Trade Mark Policy;

"**Management Team**" has the meaning given in Rule 8.2;

"**Meeting**" means a meeting (as the case may be) of all the Members or of a particular category of the Members;

"**Member Assignee**" means an employee of a Member (or a Connected Person of it) who is to be directed by that Member to provide services to Linaro in accordance with the Subscription Agreement entered into by that Member;

"**Member**" means a member of Linaro, being either a Core Member, a Club Member or a Community Member and references to a "**Member**" shall be a reference to any one of them and "**membership**" shall be construed accordingly (but, for the avoidance of doubt, only a Core Member shall be a Companies Act member of Linaro);

"**Membership Criteria**" means the criteria set out in schedule 2 to these Rules;

"**Member Services Team**" means a team allocated by Linaro to provide specific services to a Member, including, by way of example, a SoC Landing Team;

"**Membership Registration Date**" means, in respect of a particular Member, the date on which a Member is entered into Linaro's register of Members (applicable to the relevant membership category);

"**Objective**" has the meaning given in Rule 1.1, as amended by the Board from time to time;

"**OEM Launching Team**" means a dedicated resource designed to enable efficient exploitation of Linaro's enabling distribution on a specific OEM end user device;

"**SoC Landing Team**" means a dedicated resource designed to enable efficient implementation of Linaro's distribution on a specific SoC platform;

"**Sponsoring Core Member**" has the meaning given to that expression in Rule 1.4;

"**Strategy**" means the strategy adopted by the Board for achieving the Objective and determined *inter alia* by reference to projects on which Linaro will focus (and the priority to be accorded to those projects);

"Subscription Agreement" means an agreement to be entered between Linaro and either a Core Member or a Club Member, setting out various matters including, *inter alia*, the cash and in kind contributions to be made by that Core Member or Club Member to Linaro;

"Supporting Member(s)" has the meaning given to that expression in Rule 1.4;

"Technical Steering Committee" has the meaning given in Rule 9;

"Technical Liaison Engineer" means a senior engineer who has in-depth knowledge of Linaro packages and processes and will act as the principal point of technical contact between Linaro and a Core or Club Member;

"Trade Mark Policy" means the rules to which a Member must adhere when using Linaro's brands and marks as set out in schedule 8 and as amended by the Board from time to time;

"VP Engineering" means the Vice President Engineering of Linaro;

"Working Group" has the meaning given in Rule 9; and

"Working Group Project" means a particular development project to be undertaken by a Working Group.

2. In these Rules, unless the context requires otherwise:
 - 2.1 any reference to the parties or a recital, Rule or schedule is to the parties or the relevant recital, Rule or schedule of or to these Rules and any reference in a schedule to a paragraph is to a paragraph of that schedule;
 - 2.2 use of the singular includes the plural and vice versa;
 - 2.3 use of any gender includes the other genders;
 - 2.4 any reference to "**persons**" or "**people**" includes individuals, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts, in each case whether or not having separate legal personality;
 - 2.5 "**body corporate**", "**holding company**" and "**wholly-owned subsidiary**" shall have the meanings given to them by sections 740 and 736 Companies Act 1985 respectively and "**financial year**", "**parent undertaking**" and "**subsidiary undertaking**" shall have the meanings given to them by sections 390 and 1162 Companies Act 2006 respectively, in both cases as such Acts are in force on the date of these Rules and excluding any subsequent statutory modification of either statute;
 - 2.6 save as may be specifically provided otherwise, any reference to a statute, statutory provision, subordinate legislation, code or guideline ("**legislation**") shall be construed as referring to that legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

- 2.7 a reference to "**cash equivalent value**" in the context of a Membership Fee is a reference to the value placed by Linaro on engineers/personnel to be made available by a Member to Linaro costed at the then current rate which Linaro applies between Members and itself; and
- 2.8 general words shall not be given a restrictive meaning because they are preceded or followed by words indicating a particular class or example of acts, matters or things.
3. Headings shall be disregarded in construing these Rules.
4. The schedules and recitals form part of these Rules and shall have effect as if set out in full in the body of these Rules, and any reference to these Rules includes the schedules and recitals.

SCHEDULE 2

The Membership Criteria

The decision to admit a new member will be taken by the Board in the case of a proposed Core or Club Member or such other person as the Chief Executive Officer may empower to do so in the case of a proposed Community Member (the "**Community Member Officer**").

The Board or the Community Member Officer shall inter alia have regard to application of the following criteria which (in the case of an applicant being a company) it shall apply to the entire corporate group of the applicant (i.e. the Board or the Community Member Officer, as appropriate) will consider information relating to the whole of an applicant's corporate group and not just have regard to an applicant on a stand alone basis) and which it will consider in an objective and non-discriminatory manner:

- (A) The willingness of the applicant to express its public support for Linaro and its Objective.
- (B) (In the case of Core Members and Club Members) the nature of the financial contribution that the applicant is capable of making to Linaro in order to assist Linaro to achieve its Objective through the fulfilment of its Strategy.
- (C) (In the case of Core Members and Club Members) the nature of the non financial resource commitment that the applicant is capable of making to Linaro in order to assist Linaro in achieving its Objective through the fulfilment of its Strategy including, inter alia whether or not:
 - (a) the applicant is able to contribute appropriate intellectual property to Linaro;
 - (b) the applicant is able to provide appropriate pre-integrated chipset solutions to Linaro;
 - (c) the applicant has/is willing to commit to:
 - (i) having a significant number of chipsets, devices, or end products based on Linaro's Platform: or
 - (ii) using Linaro's platform in the development of a specification, design, development, and application of hardware, software, tools or any other deliverable compatible with that platform, as applicable depending on the types of business conducted by such member in the market;
 - (d) the applicant is able to second appropriately qualified personnel to Linaro to assist Linaro in implementing its strategy.
- (D) (In the case of Core Members and Club Members) whether the Board believes that the applicant's membership of Linaro would significantly strengthen Linaro's ability to achieve its Objectives through the successful implementation of its strategy.
- (E) (In the case of Core Members and Club Members) the nature of the commitment which the applicant is able to make to ship products based upon Linaro's platform.

- (F) In the case of CPU architecture companies, whether supporting that applicant's architecture is consistent both with Linaro's Objectives and its then current Strategy or with any proposed change of Strategy and/or whether that applicant's membership would (in the event of its architecture not being supported by Linaro) be likely to cause confusion.
- (G) Whether in the opinion of the Board, the admission of the applicant would be in the best interests of Linaro, having regard to any other business interests/activities that potentially conflict with those of Linaro.
- (H) Any other trade associations (or similar organisations of which the applicant is a member).
- (I) (In the case of an applicant for Core Membership) the size of the Board (given that a Core Member may appoint a Director) and whether the addition of a further Core Director might compromise the ability of the Board to run efficiently.
- (J) Whether, in the opinion of the Board, the admission of an applicant might prejudice the deliverability of any project which Linaro has already committed to deliver.

SCHEDULE 3

Deed of Adherence

THIS DEED is made on

20[]

By [●] of [●] ("**New Member**").

RECITALS:

- (A) The New Member wishes to become a member of Linaro Limited, a company limited by guarantee registered in England and Wales (registered number 7180318) whose registered office is at [●] ("**Linaro**").
- (B) The Membership Rules of Linaro require any proposed member of Linaro to enter into a deed agreeing to be bound by the terms and conditions of the Membership Rules (as amended from time to time).

IT IS AGREED as follows:

1. The New Member confirms that it has read a copy of the [Articles and the] Membership Rules (including all appendices thereto) and undertakes to adhere to and be bound by the provisions of the [Articles and the] Membership Rules (including all appendices thereto), and to comply with the [Articles and the] Membership Rules as if the New Member were a Member of Linaro.
2. This Deed shall be governed by and construed in accordance with the law of England and Wales. The New Member irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this Deed.
3. The New Member irrevocably waives any objection which it may have now or later to proceedings being brought in the courts of England and Wales and any claim that proceedings have been brought in an inconvenient forum. The New Member further irrevocably agrees that a judgment in any proceedings brought in the courts of England and Wales shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.
- [4. The New Member irrevocably appoints [●] of [address] as its agent to receive on its behalf in England and Wales service of any proceedings arising out of or in connection with this Deed. Such service shall be deemed completed on delivery to that agent (whether or not it is forwarded to and received by its principal). If for any reason that agent ceases to be able to act as agent or no longer has an address within England and Wales, the New Member shall immediately appoint a substitute and give notice to the other parties of the new agent's name and address within England and Wales.]
5. Nothing in this Deed shall affect the right to serve process in any other manner permitted by law.

This Deed has been executed [and has been delivered] on the date set out at the top of [page 1].

SCHEDULE 4

The Working Groups and the Technical Steering Committee

Part A – The Initial Working Groups and their remit

The following Working Groups have been established by the Board:

Name of Working Group	Focus of Working Group
Kernel Consolidation	Boot monitors Device-tree enabled kernels Generic clocks, Runtime PM Infrastructure used by all embedded systems
Toolchain Evolution	Core tools, debug, instrumentation, profiling Focus on speed and codesize SMP, vectorizing, ftrace, LTTng
Mobile Middleware	Power Management Graphics Performance Telephony System services/start up

Part B – Governance of the Technical Steering Committee and of the Working Groups

1. Each Core or Club Member is entitled to appoint one (1) representative (and to remove and/or replace any representative so appointed by it) to the Technical Steering Committee, but only for so long as it remains a Core or Club Member.
2. If a Core Member or a Club Member ceases to be such a Member, any representative appointed by it to the Technical Steering Committee shall automatically cease to be a participant on the Technical Steering Committee.
3. Each Working Group will have a Technical Lead and a Project Manager who will each be elected by a majority vote of the Technical Steering Committee. The role of Technical Lead and a Project Manager can be assumed by a representative of Linaro, of a Core Member or of a Club Member or (subject to the agreement of the Technical steering Committee and subject to compliance with such terms, if any, as it may specify) by a Community Member.
4. At any time the Board may resolve (by two thirds or greater majority) to remove any individual member of a Working Group or the Technical Steering Committee.
5. In each Working Group the Technical Lead (if present at a meeting) shall act as the chairman of any meeting of the Working Group and shall have a casting vote on any decisions which may be put before the Working Group.

6. The Technical Steering Committee and each Working Group will establish rules setting out the basis on which it is to operate. Any such rules, before being adopted will have to be approved by the Board. The Board can require changes to be made to any such rules, once adopted and any changes to the rules proposed by the Technical Steering Committee or the relevant Working Group will not be effective until approved by the Board. The rules relating to a Working Group will, *inter alia*, specify the level of expenditure and resources which that Working Group may incur without prior authorisation from the Technical Steering Committee, the Management Team and/or the Board.

SCHEDULE 5

Meetings

ORGANISATION OF MEETINGS OF MEMBERS

The provisions of this schedule apply to the holding of (i) Meetings convened by Linaro at which all of the Members are invited to attend, (ii) Meetings convened by Linaro at which all of the Club Members (but no other category of members) are invited to attend and (iii) Meetings convened by Linaro at which all of the Community Members (but no other category of members) are invited to attend. They do not apply to Meetings solely of the Core Members in respect of which the provisions of Linaro's Articles of Association shall apply.

1. QUORUM FOR MEETINGS

- 1.1 No business other than the appointment of the chairman of the Meeting is to be transacted at a Meeting if the persons attending it do not constitute a quorum.
- 1.2 The quorum for a Meeting of all the Members shall be at least one (1) Core Member and one Club Member present in person or by proxy.
- 1.3 The quorum for a Meeting of the Club Members shall be at least two (2) Club Members present in person or by proxy.
- 1.4 The quorum for a Meeting of the Community Members shall be at least two (2) Community Members present in person or by proxy.

2. CHAIRING MEETINGS

- 2.1 If a Chairman is in office, the Chairman shall chair the relevant Meeting if present and willing to do so.
- 2.2 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the relevant Meeting or is not present within ten minutes of the time at which the Meeting was due to start:
 - 2.2.1 the Directors present, or
 - 2.2.2 (if no Directors are present), the Meeting,must appoint a Director (if present) or a Member to chair the Meeting, and the appointment of the chairman of the meeting must be the first business of the general meeting.
- 2.3 The person chairing a Meeting in accordance with this paragraph is referred to in this schedule 5 as "**the chairman of the meeting**".

3. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 3.1 Directors may attend and speak at a Meeting notwithstanding that they are not Members.

3.2 The chairman of the meeting may permit other persons who are not Members to attend and speak at a Meeting.

4. **ADJOURNMENT**

4.1 If the persons attending a Meeting within half an hour of the time at which the Meeting was due to start do not constitute a quorum, or if during a Meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

4.2 The chairman of the meeting may adjourn a Meeting at which a quorum is present if:

4.2.1 the Meeting consents to an adjournment, or

4.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the Meeting or ensure that the business of the Meeting is conducted in an orderly manner.

4.3 The chairman of the meeting must adjourn a Meeting if directed to do so by the Meeting.

4.4 When adjourning a Meeting, the chairman of the meeting must:

4.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and

4.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the Meeting.

4.5 If the continuation of an adjourned Meeting is to take place more than fourteen (14) days after it was adjourned, Linaro must give at least seven (7) clear days' notice of it (that is, excluding the day of the adjourned Meeting and the day on which the notice is given):

4.5.1 to the same persons to whom notice of the relevant Meeting is required to be given, and

4.5.2 containing the same information which such notice is required to contain.

4.6 No business may be transacted at an adjourned Meeting which could not properly have been transacted at the Meeting if the adjournment had not taken place.

VOTING AT MEETINGS

5. **VOTING: GENERAL**

5.1 A resolution put to the vote at a Meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Rules.

5.2 On a show of hands or on a poll, every Member who is present in person or by proxy or by duly authorised representative shall have one vote.

6. **ERRORS AND DISPUTES**

- 6.1 No objection may be raised to the qualification of any person voting at a Meeting except at the Meeting or adjourned Meeting at which the vote objected to is tendered, and every vote not disallowed at the Meeting is valid.
- 6.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

7. **POLL VOTES**

- 7.1 A poll on a resolution may be demanded:
 - 7.1.1 in advance of the Meeting where it is to be put to the vote, or
 - 7.1.2 at a Meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 7.2 A poll may be demanded by:
 - 7.2.1 the chairman of the meeting;
 - 7.2.2 the Directors; or
 - 7.2.3 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 7.3 A demand for a poll may be withdrawn if:
 - 7.3.1 the poll has not yet been taken, and
 - 7.3.2 the chairman of the meeting consents to the withdrawal.
- 7.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

8. **CONTENT OF PROXY NOTICES**

- 8.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:
 - 8.1.1 states the name and address of the Member appointing the proxy;
 - 8.1.2 identifies the person appointed to be that Member's proxy and the Meeting in relation to which that person is appointed;
 - 8.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 8.1.4 is delivered to Linaro in accordance with these Rules and any instructions contained in the notice of the Meeting to which they relate.

- 8.2 Linaro may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 8.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 8.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 8.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the Meeting, and
 - 8.4.2 appointing that person as a proxy in relation to any adjournment of the Meeting to which it relates as well as the Meeting itself.

8.5 **DELIVERY OF PROXY NOTICES**

- 8.6 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a Meeting remains so entitled in respect of that Meeting or any adjournment of it, even though a valid proxy notice has been delivered to Linaro by or on behalf of that person.
- 8.7 An appointment under a proxy notice may be revoked by delivering to Linaro a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 8.8 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the Meeting or adjourned Meeting to which it relates.
- 8.9 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

9. **AMENDMENTS TO RESOLUTIONS**

- 9.1 A resolution to be proposed at a Meeting may be amended by resolution if:
- 9.1.1 notice of the proposed amendment is given to Linaro in writing by a person entitled to vote at the Meeting at which it is to be proposed not less than 48 hours before the Meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - 9.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 9.2 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

SCHEDULE 6

Antitrust Guidelines

The defined terms in these Antitrust Guidelines shall have the same meanings given to them in these Rules.

1. BACKGROUND

1.1 The Members, officers, Directors and the employees (each, a "**Participant**") of Linaro understand that all of Linaro's meetings and activities will be conducted strictly in accordance with all relevant competition laws.

1.2 As a reference and to assist in complying with the relevant competition laws, below is a summary of the principal competition law issues that may arise in the context of Linaro meetings or discussions. It is not meant to be a comprehensive analysis of the competition laws of every country, but it should alert participants to high-risk activities and the need to consult with a lawyer whenever they are in any doubt and **before acting**. Failure to respect the basic guidelines set out in this document could expose Linaro and each of its Participants to significant fines and/or criminal sanctions. It is the policy of Linaro that if any doubt exists as to whether it is permissible to discuss a particular topic or to engage in a particular practice, no further action is to be taken until the matter has been referred to legal counsel for guidance.

1.3 All Participants should understand that the competition laws differ across jurisdictions and that these Guidelines are not meant to be a substitute for his or her consulting with legal counsel about appropriate conduct.

2. INTRODUCTION TO COMPETITION LAW

2.1 Competition law seeks to promote competition between competitors with the goal of achieving benefits for consumers of products and services. Competitors are therefore prohibited from cooperating in ways that distort the competitive process and frustrate the aforementioned goal of competition law. Accordingly, under competition law, there are rules as to what types of information and topics can be legitimately discussed between competitors without giving rise to concerns that their conduct on the market is being aligned. A non-exhaustive list of examples of the types of topics that should not be discussed in the context of Linaro are set out in Section 3 of these guidelines.

2.2 Moreover, when industry members (including Members of Linaro within an industry) develop and adopt technology, it is important for the process to be open and transparent. In addition, industry members (including Members of Linaro within an industry) should not enter into agreements that would result in competition being adversely affected. If a Linaro Member has any doubts about whether its conduct may restrict competition, they should seek legal advice.

2.3 It should be noted that the range of subjects, issues and matters, which may be subject to the provisions of both national and international competition law, is enormous. There is no definitive list of matters or behaviour that would be considered "anti-competitive,"

although there are certain types of conduct that would be regarded as "egregious" violations of competition law irrespective of jurisdiction. Examples of such egregious violations of competition law are set out in [Section 4](#) of these Guidelines.

- 2.4 It is vital that Participants in Linaro are vigilant in ensuring that at no time are they involved in any behaviour that would be considered anti-competitive by the relevant authorities. Such vigilance is even more compelling given the heavy financial sanctions (and criminal in some jurisdictions) that exist for egregious breaches of competition law.
- 2.5 Guidance relating to: (i) the types of information that should not be exchanged in the context of Linaro; (ii) agreements that would constitute egregious violations of competition law; (iii) the conduct of Participants in Linaro's Councils and committees; and (iv) the general conduct of all Linaro meetings are set out below.

3. **GUIDANCE RELATING TO INFORMATION EXCHANGES IN LINARO**

3.1 Under competition law, exchanges of information between competitors that would typically be regarded as commercially sensitive or confidential are not permitted because they may cause these competitors to coordinate or align their conduct, thus distorting the market. Exchanges of this type of information may also be seen as evidence of the existence of an anti-competitive agreement between the different parties that represents an egregious violation of competition law (examples of which are set out in [Section 4](#)). Participants in Linaro will therefore not discuss (seriously or in jest) or exchange information regarding the following:

- Individual company prices, proposed price changes, price differentials, price levels, pricing patterns or policies, pricing plans or terms and conditions of sale affecting price such as mark-ups, discounts, allowances, promotions, or credit terms.
- Individual company data on costs, production plans, capacity, inventory, sales data, profit margins, or other data from which a competitor could discern prices.
- Individual company policies relating to current or future strategy, including investment, technology, research and development, production, distribution, or marketing (including advertising) of particular products.
- Individual company bids for particular customers or company procedures for responding to bid invitations or any other data relating to existing customers.
- Industry pricing policies, price levels, price changes, pricing procedures, profit margins, or other data that relates to price.
- Matters related to allocation of territories, allocation of customers, or restrictions on manufacturing or selling certain products.
- Matters related to dealing or not dealing with a competitor, supplier, or customer that might have the effect of excluding them from any market or influencing the business conduct of firms toward them.

3.2 Any proposals regarding statistical, benchmarking or other survey programmes for Linaro should not be discussed until legal advice has been sought and obtained.

4. **GUIDANCE RELATING TO AGREEMENTS THAT REPRESENT EGREGIOUS VIOLATIONS OF COMPETITION LAW**

4.1 Certain types of agreements between independent enterprises are regarded as constituting egregious violations of competition law because they distort competition and adversely affect customers. The main examples of such conduct are set out below. However, the list of agreements and practices set out below is not exhaustive.

4.2 It is important to note that the meaning of "agreement" in the context of competition law is very broad. An agreement need not be expressly stated or in writing; for the purposes of competition law, an agreement may be deemed to exist with no formal offer or acceptance. An agreement may be proven entirely by indirect or circumstantial evidence, e.g., competitors exchanging price lists at meetings of a trade association or other industry body. Communications among competitors are often used as circumstantial evidence of the existence of an agreement. Anything an employee says or writes to a competitor can be used as evidence in action against the company or the individual concerned. For the avoidance of doubt, "off the record" conversations or a "gentleman's agreement" or "standard industry practice" will not enable any party to evade the general prohibition under competition law.

(A) Price Fixing

4.3 Price-fixing agreements between competitors, often called "cartels," are the most frequently prosecuted competition law violation.

4.4 Virtually every developed country prohibits price-fixing agreements. The penalties for engaging in such conduct are typically financial, although in certain jurisdictions (most notably the United States and the United Kingdom), criminal sanctions may also apply, resulting in substantial prison sentences for those individuals who are found to have violated competition law.

4.5 The prohibition against price fixing applies broadly to any understanding or agreement that has the effect of raising, lowering, or stabilizing prices among competitors, including agreements on the following:

- Prices or discounts;
- Margins;
- Credit terms;
- Promotional programs; and
- Other terms and conditions of sale.

4.6 It is also illegal for companies to enter into an agreement with their customers to set the resale price (known as resale price maintenance) of a product.

(B) Allocation of Supply or partitioning of Markets

4.7 Agreements among competitors or potential competitors to allocate supply or partition markets are just as serious as price fixing. These include agreements between competitors concerning the:

- Quantities of goods that are to be purchased, produced, or marketed;
- Geographic areas into which they will sell;
- Customers to whom they will sell;
- Market share each firm will achieve; and
- Products they will sell.

(C) Group Boycotts

4.8 Group boycotts refer to understandings or agreements by two or more Persons to refrain from dealing with another party or only to deal under certain terms. These types of agreements will generally be illegal if the agreement 1) is designed to exclude a competitor from a trade association or a standards-setting group where membership is necessary for that firm to compete effectively in the relevant market or 2) has the purpose or effect of raising prices or reducing competition. Similarly, rules of industry associations that prevent or restrict members from dealing with competing bodies, suppliers or technologies may be illegal if they adversely affect competition. In addition, agreements among competitors or firms on different levels of the distribution chain are illegal if the purpose or effect of the boycott is to allocate markets or raise prices.

5. GUIDANCE GOVERNING PARTICIPATION IN LINARO

5.1 Linaro has been established to be the leading consumer-focused open source enabling distribution, driving innovation across vertical segments, and deployed by the industry's leading OEM, operator and semiconductor companies. In achieving this goal, it has been determined that:

- membership in Linaro shall be determined only on the basis of the objective and non-discriminatory criteria specified in the Membership Criteria;
- any recommendations arising out of any Working Groups that are adopted are based on objective criteria and interpreted objectively and accurately;
- decisions are not made by those unfamiliar with the objectives of Linaro and the basis on which decisions are made within Linaro;
- the recommendations issued by any Working Groups accomplish Linaro's goals and objectives in the least restrictive way; and
- Participants should not enter into agreements that prevent them from participating in other industry bodies or from dealing in alternative technologies outside of Linaro.

6. RULES FOR LINARO MEETINGS AND OTHER ACTIVITIES

Subject to the terms set out in these Rules, all meetings will follow these procedures:

- A draft agenda will be prepared before each meeting of the Board and sent to Linaro's legal counsel for review and approval.
- Each meeting will begin with a statement from the Chairperson of that meeting that the Participants have agreed to follow these guidelines and copies will be available at the meetings for participants to review. All Participants should confirm that they are aware of and understand these Guidelines.
- Discussions at meetings will follow the topics on the agenda. Members wishing to raise any topics for discussion should inform the Board at the time the agenda is prepared. Legal counsel will be consulted if a Participant has a concern about the direction of any discussion. Such discussion will cease until legal counsel has approved it.
- Minutes will be drafted that accurately reflect the matters that occur at each meeting and will be sent to legal counsel and the Members for review before being made final.
- If any Participant persists in discussing a prohibited subject as set out in these guidelines or any subject that raises competition law concerns, other Participants should leave the meeting. Where a Participant leaves a Linaro meeting, that Participant should make his or her departure obvious, stating the reasons for the departure.
- All Participants should be careful in his or her choice of words at meetings; they should never, even in jest, use words that indicate that they approve of or have participated in prohibited conduct; they should avoid conjecture, exaggeration or colourful or ambiguous language that might be misinterpreted.

7. CONCLUSION

- 7.1 This document contains guidelines and general advice to Members in relation to issues of competition law. **In case of doubt, specific advice should always be sought.** The extensive range of matters and behaviour that may be deemed anti-competitive should always be borne in mind. **Failure to observe this principle may result in serious consequences for both Linaro and its member Participants.** It is incumbent on all Participants at all times, not just Chairmen of meetings or working groups to follow the specific rules and advice contained in this document. **Respecting these Guidelines is to the benefit of all Participants in Linaro.**

SCHEDULE 7

LINARO LIMITED

("Linaro")

IP POLICY

1. DEFINITIONS

Words and expressions defined in the Linaro Membership Rules shall have the same meaning in this IP Policy. In addition, in this IP Policy the following words have the following meanings:

"Contribution" means an original work of authorship, including any modifications, abridgements, adaptations, translations and additions to a pre-existing original work of authorship (to the extent comprising an original work of authorship), that is submitted for inclusion in, or for documentation of, a Linaro Project. For the purpose of this definition, the term **"submitted"** means the delivery or transmission of any form of electronic or written communication to Linaro for inclusion in the Linaro Project, including but not limited to those electronic or written communications delivered or transmitted through electronic mailing lists, source code control systems and issue tracking systems managed by or for Linaro for the purpose of discussing and improving a Linaro Project;

"Contributor" means the copyright owner, or legal entity authorized by the copyright owner, that makes a Contribution to a Linaro Project;

"Linaro Project" means a project in respect of which write access to the source repository is managed by Linaro; and

"Member" is any party which has executed a deed of adherence to the Linaro Membership Rules.

2. INTRODUCTION

The purpose of this Linaro Intellectual Property Policy ("**IP Policy**") is to set out the general principles under which Linaro will:

- a) accept Contributions;
- b) redistribute Contributions; and
- c) manage other intellectual property matters.

By signing the Subscription Agreement, Members agree to comply with this IP Policy.

In addition, this IP Policy shall serve as the basis for how non-Members interact with Linaro through participation in a Linaro Project.

3. **ACCEPTING CONTRIBUTIONS (IN-BOUND LICENSING)**

Choice of Project License

Existing Open Source Projects

A significant focus of Linaro will be the integration of upstream open source software projects into a staging release. To minimise variances between the upstream projects and such release, Linaro wishes to contribute back to the relevant upstream projects and where successful in that endeavour will contribute back under the licenses already established for those upstream projects. Notwithstanding this ultimate aim, Linaro Projects will, at least transiently, be hosting patches to relevant upstream projects and these Linaro Projects will accept Contributions under the licenses already established for those upstream projects (see note in Section 5 about upstream licenses).

New Open Source Projects

Linaro will also host the development of some new open source software components and in those circumstances;

- (a) The Eclipse Public License (EPL) will be the primary and preferred license under which Linaro will accept Contributions from Contributors to Linaro Projects;
- (b) Linaro will accept Contributions from Contributors under any of the following Open Source Initiative (OSI) approved software licenses; GNU General Public License version 2.x (GPL); GNU Library or “Lesser” Public License version 2.x (LGPL); or Mozilla Public License 1.1 (MPL) only if the Technical Steering Committee have reviewed and approved the use of the proposed alternative license for the relevant Linaro Project; and
- (c) Linaro will accept Contributions under any other license terms and conditions only if the Board (or the Board’s designee specifically authorized for this responsibility) and the Technical Steering Committee have reviewed and approved the use of the proposed alternative license for the relevant Linaro Project.

Securing Rights

The mechanisms by which Linaro will obtain rights to Contributions sufficient to distribute them are:

- (a) under the Subscription Agreements;
- (b) under express license grants in relevant open source licenses; or
- (c) as otherwise mutually agreed upon by the Contributor and the Board.

4. **REDISTRIBUTING CONTRIBUTIONS (OUT-BOUND LICENSING)**

Existing Open Source Projects

The license for distribution of software created in a Linaro Project and which is based on software from an existing open source software project will be compatible with the outbound license of the existing open source software project under which the code was received by Linaro.

New Open Source Projects

The license for distribution of software created in a Linaro Project not based on software from an existing open source software project, will be compatible with the license used by Linaro to accept code into that project.

5. **UPSTREAM LICENSES**

When selecting upstream projects to form the basis of a Linaro Project or for inclusion in Linaro staging release the emphasis in selection will be on the quality of code and community support for such project. However Linaro will only consider software for inclusion in Linaro Projects or in Linaro staging release if the license under which such software is distributed has been approved as follows;

- (a) Software licensed under the Eclipse Public License (EPL), GNU General Public License version 2.x (GPL), GNU Library or “Lesser” Public License version 2.x (LGPL) or Mozilla Public License 1.1 (MPL) is approved;
- (b) Software licensed under any other Open Source Initiative approved software licenses is subject to the approval of the Technical Steering Committee; and
- (c) Software licensed under any other license terms and conditions is subject to the approval of the Board (or the Board’s designee specifically authorized for this responsibility) and the Technical Steering Committee.

6. **CONFIDENTIALITY**

The Member(s) and other parties may exchange information as a result of their participation in Linaro and/or generally in the furtherance of the Objective (defined in the Membership Rules) of Linaro. All such information shall be considered non-confidential and provided under terms consistent with this IP Policy. In the event confidential information needs to be shared, such confidential information shall be disclosed pursuant to a confidentiality agreement entered into by the participants in such disclosure.

7. **TRADEMARKS AND LOGOS**

The use of trademarks and logos associated with Linaro shall be used in accordance with the then current Linaro Trademark Usage Guidelines.

8. DISCLAIMERS AND NOTICES

UNDER NO CIRCUMSTANCES SHOULD THIS IP POLICY BE INTERPRETED TO BE A REPRESENTATION, WARRANTY, CONDITION, OR OTHER FORM OF GUARANTEE THAT THE INTELLECTUAL PROPERTY RIGHTS OF A MEMBER, OR ANY OTHER PARTY, WILL NOT BE INFRINGED IF THIS IP POLICY IS COMPLIED WITH. IN ADDITION, LINARO, ITS MEMBERS AND THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY OF ANY KIND TO EACH OTHER OR TO ANY OTHER PARTY FOR FAILURE TO COMPLY WITH THIS IP POLICY.

LINARO, ITS MEMBERS AND THEIR RESPECTIVE EMPLOYEES AND AGENTS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED AND STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY OF NON-INFRINGEMENT RELATING TO ANY SOFTWARE OR PRODUCT MADE AVAILABLE THROUGH LINARO.

LINARO, ITS MEMBERS AND THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL NOT HAVE ANY LIABILITY INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES WITH RESPECT TO THIS IP POLICY INCLUDING, BUT NOT LIMITED TO, FAILURE TO COMPLY WITH THIS IP POLICY.

SCHEDULE 8

Linaro Trademark Policy

Linaro Trademarks

Our Trademark Policy begins by outlining some overall guidelines for the use of the Linaro Company and products and Linaro Community Member trademarks, collectively referred to as Trademarks. It then addresses the use of the Trademarks logos. We ask that you assist us by following these guidelines. If you have any questions about the guidelines, please direct them to linarotrademarks@linaro.org

The objectives of the Linaro company trademark policy are to: encourage widespread use of the Linaro trademarks by the Linaro community while controlling that use in order to avoid confusion on the part of Linaro users and the general public; to maintain the value of the image and reputation of the trademarks and to protect them from inappropriate or unauthorized use.

The sections below describe what is allowed, what isn't allowed, and cases in which you should ask permission. If you have any doubt, please contact us at linarotrademarks@linaro.org and a member of our trademark's team will be in touch with you shortly.

The Linaro Company considers its trademarks and service marks to be a valuable asset. As such, we take appropriate measures to preserve the strength of and retain our exclusive rights to use our Trademarks appropriately and within our guidelines.

Trademark Policy

If you are aware of a breach or misuse of the Linaro trademarks in any way, we would appreciate you bringing this to our attention. Please contact us so that we can investigate this further.

The Trademarks

Linaro Company, a non-profit entity, owns a number of trademarks and these include Linaro and Linaro Community Member, the trademarks are pending registration in both word and logo form. Any mark ending with the letters LINARO is sufficiently similar to one or more of the trademarks that permission will be needed in order to use it. This policy encompasses all Trademarks, in word and logo form, collectively referred to as "**Trademarks**".

Permitted Use

Certain usages of the Trademarks are fine and no specific permission from us is needed. These usage situations are outlined below.

Linaro Community Member Advocacy Linaro is built by, and largely for, its community. We share access to the Trademarks with the entire community for the purposes of discussion, development and advocacy. We recognize that most of the open source discussion and development areas are for non-commercial purposes and will allow the use of the trademarks in this context, provided:

- The Trademark is used in a manner consistent with the Usage Guidelines below

- There is no commercial intent behind the use
- What you are referring to is in fact Linaro technology or an established association with Linaro. If someone is confused into thinking that what isn't Linaro is in fact Linaro, you are probably doing something wrong
- There is no suggestion (through words or appearance) that your project is approved, sponsored, or affiliated with Linaro or its related projects unless it actually has been approved by and is accountable to the Linaro Company or approved for any Linaro endorsement logo's

Derived works

The ability to customize Linaro tool or software based solution to meet your specific needs is one of the great strengths of free software in general, and Linaro tools and software in particular. While we encourage customization and derivation from Linaro foundation tools and software, we must balance that freedom with the integrity of the Trademarks and the quality which they represent. To help reach that balance, we have established the following guidelines and definitions.

We recognize and encourage the concept of a **"remix"**. Remixes are derived versions of Linaro software based solutions, and it is intended that any software and hardware certifications will apply to a Remix. Therefore the changes from the official Linaro product must be minimal to be permitted to use the Trademarks. These changes can include configuration changes through the existing Linaro configuration management tools and some variance in package selection. In general, a Remix should be based on the Linaro foundation of software or developed with Linaro design tools. Therefore, if you are creating a derivative of Linaro, you may use the Trademarks in association with the software product provided as long as the core Linaro foundation is not altered, and:

- the changes are minimal and unsubstantial, as described above
- the Trademark is used in a way that makes it clear that your project is a development effort related to the Linaro source, but that the software you are working upon is not in fact Linaro as distributed by the Linaro software and tool releases
- The approved naming scheme to facilitate this is through designation "Remix". For instance, a new image created for Digital TV could be called "Linaro DTV Remix". Words such as "Edition" and "Version" should be avoided, as they have specific meaning within the Linaro product release schedules. Prefixes, such as "DTVLinaro or LinaroDTV" should also be avoided as they incorporate the Linaro trademark. Any other naming scheme will require explicit permission.
- there is no suggestion (through words or appearance) that your project is approved, sponsored, or affiliated with Linaro or its related projects unless it has been approved by and is governed by the Linaro Core Members and you have executed a Linaro Approved trademark use agreement

If you are producing a new product which is based on Linaro but which has more substantial changes than those described above as a Remix, you are allowed to state (and we would encourage you to do so) that your product is "derived from Linaro technology", "based on Linaro technology", or "a supporting Linaro technology" but you may not use the Trademarks to refer to your product.

In some cases you may be allowed to use the Trademarks, but we'll need to discuss that and you should contact the company for prior approval. In that event, these products will need a trademark license, and such a license can be revoked if the nature of your divergence from Linaro association changes.

Products which include very invasive changes, such as a new kernel, the inclusion of packages which are not part of the Linaro repositories, or anything else that significantly impacts the technical quality or user experience would fall into this category and are unlikely to be approved. (Note that if you are including packages which are not part of the Linaro repositories, we encourage you to work within the community processes to submit and maintain those packages within the repositories in order to minimize this issue.)

Building on Linaro foundation software and tools

If you are producing new software which is intended for use with or on Linaro foundation software, or built with Linaro tools, you may use the Trademark in a way which indicates the intent of your product. For example, if you are developing a system management tool for Linaro, acceptable project titles would be "System Management for Linaro" or "Linaro Based Systems Management". We would strongly discourage, and likely would consider to be problematic, a name such as LinaroGuide, Linaro Management, DirectLinaro, etc., since they all incorporate the Linaro trademark in the product name. Furthermore, you may not use the Trademarks in a way which implies an endorsement where that doesn't exist, or which attempts to unfairly or confusingly capitalize on the goodwill or brand of the project.

Commentary and parody

The Linaro trademarks are designed to cover use of a mark to imply origin or endorsement by the project. When a user downloads something that incorporates the Linaro name, they should know it comes from the Linaro company or is an approved solution from the Linaro Community. This helps Linaro build a reputation that will not be damaged by confusion around what is, and isn't, Linaro technology based. Using the trademarks in your discussion, commentary, criticism or parody, in ways that unequivocally do not imply endorsement, is permissible. Anyone is free to write articles, create websites, blog about, or talk about Linaro -- as long as it's clear to everyone - - including people completely unfamiliar with Linaro -- that they are simply referring to Linaro and in no way speaking on behalf of the Linaro Company or other Linaro Community members.

We reserve the right to review all usage within the open source community, and to object to any usage that appears to overstep the bounds of discussion and good-faith non-commercial development. In any event, once a project has left the open source project phase or otherwise become a commercial project, this policy does not authorize any use of the Trademarks in connection to that project.

Restricted use that requires a trademark license

Permission from us is necessary to use any of the Trademarks under any circumstances other than those specifically permitted above. These include:

- Any commercial use.
- Use on or in relation to a software product that includes or is built on top of a product supplied by us, if there is any commercial intent associated with that product.
- Use in a domain name or URL.
- Use for merchandising purposes, e.g. on t-shirts and the like.
- Use of a name which includes the letters LINARO in relation to computer hardware or software.
- Services relating to any of the above.

If you wish to have permission for any of the uses above or for any other use which is not specifically referred to in this policy, please contact us at linarotrademark.org, and we'll let you know as soon as possible if your proposed use is permissible. Note that due to the volume of mail we receive, it may take up to a week to process your request. Permission may only be granted subject to certain conditions and these may include the requirement that you enter into an agreement with us to maintain the quality of the product and/or service which you intend to supply at a prescribed level.

While there may be exceptions, it is very unlikely that we will approve Trademark use in the following cases:

- Use of a Trademark in a company name.
- Use of a Trademark in a domain name which has a commercial intent. The commercial intent can range from promotion of a company or product, to collecting revenue generated by advertising.
- The calling of any software or product by the name LINARO (or another related Trademark), unless that software or product is a substantially unmodified Linaro product, or properly labelled as a "Remix" as described above.
- Use in combination with any other marks or logos. This include use of a Trademark in a manner that creates a "combined mark," or use that integrates other wording with the Trademark in a way that the public may think of the use as a new mark (for example Club Linaro or LinaroBooks, or in a way that by use of special fonts or presentation with nearby words or images conveys an impression that the two are tied in some way).
- Use in combination with any product or service which is presented as being Certified or Official or formally associated with us or our products or services.

- Use in a way which implies an endorsement where that doesn't exist, or which attempts to unfairly or confusingly capitalize on the goodwill or brand of the project.
- Use of a Trademark in a manner that disparages Linaro Company or its products and is not clearly third-party parody.
- On or in relation to a software product which constitutes a substantially modified version of a product supplied by the Linaro foundation tools and software, that is to say with material changes to the code, or services relating to such a product.
- In a title or metatag of a web page whose sole intention or result is to influence search engine rankings or result listings, rather than for discussion, development or advocacy of the Trademarks.

Logo Usage Guidelines

Our logos are presented in multiple colors and it is important that their visual integrity be maintained. It is therefore preferable that the logos only be used in their standard form but if you should feel the need to alter them in any way you should keep the following guidelines in mind. It should also be borne in mind that the more you wish to vary our logos from their standard form the smaller is the chance that we will be able to approve your proposed use.

- If presented in multiple colors, the logo should only use the "official" logo colors.
- You may use transparency and gradient/depth tools but should retain the "official" colors.
- A monochrome version may be acceptable in certain situations, if the use requires it (e.g. desktop backgrounds).
- Any scaling must retain the original proportions of the logo.

Open Source Community Mark

In addition a general use trademark and logo (Linaro Community Member) is available for the open source eco-system and developer community. The Linaro Community Member trademark and logo are trademarks of Linaro Company and are available to anyone that wants to communicate their support for, incorporation of, or integration with any Linaro product.

In the spirit of the open source community philosophy, use of the 'Linaro Community Member' trademark is free and does not require any legal contract with Linaro. We only ask that you adhere to the general use guidelines in section B below.

LINARO AS A PRODUCT NAME - TEXT USE

1. **USE THE LINARO TRADEMARK AS AN ADJECTIVE.** Trademarks are adjectives and should be followed by the generic descriptor they modify, such as "software" or "product." **Never use the trademark as a noun, a verb, or in the possessive or plural form.**

CORRECT

Linaro technology is at the heart of Linux based mobile Phones

INCORRECT

Linaro is at the heart of Mobile Phones

Linaro's technology is at the heart of Mobile Phones

CompanyA licenses Linaro software stack for mobile phones

CompanyB licenses Linaro for mobile phones.

ProductX is fully compatible with the Linaro application base for mobile phones

ProductX is fully compatible with Linaro

- 2. **DO NOT ABBREVIATE OR ALTER THE SPELLING OR CAPITALIZATION OF LINARO TRADEMARKS.** You should not vary the appearance of the Linaro Trademark by abbreviating it, incorporating it into acronyms, joining it to other words, symbols or numbers (either as one word or with a hyphen), changing its spelling or using improper capitalization. The Linaro Trademark List provides the proper spelling and capitalization for each trademark.

Examples:

CORRECT

Linaro 1.0 software for mobile applications

Linaro software for mobile applications

Linaro mobile application tools

INCORRECT

Linaro 1,0

Linaro SMA

Linaro MAT

LINARO AS A TRADE NAME - TEXT USE

"Linaro" functions not only as a trademark and service mark identifying goods and services offered by Linaro Company, but also as a trade name or company name referring to the Linaro Company itself. Trade names are nouns and, therefore, should not be followed by a generic descriptor and may be used in the possessive form. When used as a trade name, "Linaro" should not be followed by a trademark symbol. Within documents, the first reference to the trade or company name should be "Linaro Company". In subsequent references "Linaro" can be used.

USAGE RULES FOR LINARO COMMUNITY MEMBER TRADEMARK

USING THE LINARO COMMUNITY MEMBER TRADEMARK TO INDICATE RELATIONSHIP WITH LINARO PRODUCTS OR THE COMPANY. The Linaro Community Member trademark may be used to indicate your relationship with the Linaro Company or your support for, development with, integration of Linaro products by identifying your company or individual as a Linaro Community Member

The use of the Linaro Community Member logo is unrestricted and requires no license agreement from the Linaro Company to use. This mark is for general use. The use must comply with these additional guidelines.

1. **USE THE LINARO COMMUNITY MEMBER TRADEMARK AS A POSSESSIVE NOUN.**
This mark may be used as a noun but only in the singular form and never as a plural noun. The trademark is used to community generate association or support for Linaro the company or products. The trademark does not require a generic descriptive modifier.
2. **DO NOT ABBREVIATE OR ALTER THE SPELLING OR CAPITALIZATION OF THE LINARO COMMUNITY MEMBER TRADEMARK.** You should not vary the appearance of the Linaro Community Member Trademark by abbreviating it, incorporating it into acronyms, joining it to other words, symbols or numbers (either as one word or with a hyphen), changing its spelling or using improper capitalization.

CORRECT

As a Linaro Community Member we provide...

Company abc is a Linaro Community Member

INCORRECT

As a member of the Linaro Community we provide...

Company abc is a LCM or Company abc is a LC Member

3. **USE THE PROPER TRADEMARK SYMBOL.** The Linaro Community Member Trademark should appear with the proper trademark symbol (™) in written materials. The appropriate symbol must be used with the first or most prominent appearance of the Linaro Trademark in headlines and the first time the Linaro Trademark appears in body text. The appropriate symbol should be used on each subsequent page if the topic is different or if the pages can be separated and distributed independently. If the materials, product packaging, or web page includes a properly licensed Linaro Community Member logo, which already includes the appropriate trademark symbol, it is not necessary to include a trademark symbol after the phrase "Linaro Community Member" in the text in that material, product packaging, or web page.

Where possible, use the proper trademark symbol in the superscript or subscript mode (™ or ®) but where this is not possible, use parentheses: (TM) or (R).

LOGO USE GUIDELINES

These Logo Usage Guidelines (the "Guidelines") set forth the rules for using the Linaro Logos representing our trademarks and service Trademarks owned by Linaro Company (Linaro). For the purposes of these Guidelines, "Linaro Trademark(s)" shall include all registered or unregistered trademarks and service marks (such as words, names, symbols, devices, slogans, or any combination of these) owned by Linaro company. We reserve the right and the discretion to update these Guidelines from time to time. We also reserve the right to prohibit the use of any Linaro Trademark that does not comply with these Guidelines.

Linaro considers its trademarks and service marks to be among its most valuable intellectual property assets. As such, Linaro takes all appropriate measures to preserve the strength of and

retain its exclusive rights to use its Trademarks. Linaro asks that you assist us by following these Guidelines. If you have any questions about the Guidelines, please direct them to linarotrademarks@linaro.org

Linaro – Company and Product Logo – for Linaro Company Use ONLY

Linaro represents a non-profit company whose mission is to support a growing demand for Linux across a diverse set of connected platforms by developing a common software engineering base that can support multiple Linux distributions. The name, mark and logo represent all products developed, produced and distributed by the company, including but not limited to, common Linux software base applications, tool set, and critical middleware components.

Linaro is the registered owner of the technology and associated trademarks. Linaro company logo is for the Linaro company use only and is unauthorized for other companies, organizations or individual use.

Linaro™

The Linaro logo is a trademark of Linaro Company. A symbol TM is always used in conjunction with the appropriate Linaro logo. The size of the ™ may vary depending on the size of the logo.



The Linaro logo represents both the company and products they produce. The logo may be used by any company that incorporates supports or designs with Linaro products, tools or IP, upon executing a trademark logo use agreement. It may not be altered or deformed in shape or size proportions in any way. Do not replace the logotype with a different typeface or non-authorized color. Do not use the logo or logotype as an element in titles headlines or text. Do not set type near or to the logo that could be construed as a corporate slogan or motto. A minimum white space clearance of ½ the width of logo must be maintained on all sides. Minimum logo size is 6mm.

Linaro Community Member™

A general use trademark and logo (Linaro Community Member) is available for the open source eco-system and development community. The Linaro Community Member trademark and logo are trademarks of Linaro Company and are available to anyone that wants to communicate their support for, incorporation of, or integration with any Linaro product.

In the spirit of the open source community philosophy, use of the Linaro Community Member logo is free and does not require any legal contract with Linaro. We only ask that you adhere to the general use guidelines in below.

1. **USE ONLY THE APPROVED MASTER ARTWORK.** The Linaro Community Member logo is a single, standalone piece of artwork. When reproducing the logo, use only the master artwork available on the Linaro website or provided by Linaro. Do not alter or

distort the appearance of the logo in any way, for example, by adding your own design elements or colors or changing the font. The logo must always look sharp, clean, and well produced.

2. **ALLOW A MINIMUM CLEAR SPACE AROUND THE LINARO COMMUNITY MEMBER LOGO.** Always allow for a minimum clear space around the Linaro Community Member logo (such minimum being at least half the width of the logo). Never violate the clear space with any graphic elements, words or charts.
3. **MAINTAIN LEGIBILITY.** Never reproduce the logo in a manner that causes the logo to become illegible or blurry, which may happen if the logo is reproduced too small.

Linaro Community Member Logo

The Linaro Community Member logo is a trademark of Linaro Company. A symbol TM is always used in conjunction with the logo. The size of the TM may vary depending on the size of the logo.



The Linaro Community Member logo represents any company, organization or individual that is supporting, designing with or integrating Linaro products.

It may not be altered or deformed in shape or size proportions in any way. Do not replace the logotype with a different typeface or non-authorized color. Do not use the logo or logotype as an element in titles headlines or text. Do not set type near or to the logo that could be construed as a corporate slogan or motto. A minimum white space clearance of ½ the width of logo must be maintained on all sides. Minimum logo size is 6mm.

SCHEDULE 9

Pro Forma non disclosure agreement

Agreement for Exchange of Confidential Information

Our mutual objective under this Agreement is to provide protection for confidential information ("**Information**") while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us ("**Discloser**") discloses Information to the other ("**Recipient**").

1. **DISCLOSURE**

Information will be disclosed either:

- (a) in writing;
- (b) by delivery of items;
- (c) by initiation of access to Information, such as may be in a data base; or
- (d) by oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information must be identified as confidential at the time of disclosure.

2. **OBLIGATIONS**

The Recipient agrees to:

- (a) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- (b) use the Discloser's Information only for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

- (a) its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of the voting shares; and
- (b) any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

3. **CONFIDENTIALITY PERIOD**

Information disclosed under this agreement will be subject to the provisions of this agreement for two years following the initial date of disclosure.

4. **EXCEPTIONS TO OBLIGATIONS**

The Recipient may disclose, publish, disseminate, and use Information that is:

- (a) already in its possession without obligation of confidentiality;
- (b) developed independently;
- (c) obtained from a source other than the Discloser without obligation of confidentiality;
- (d) publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- (e) disclosed by the Discloser to another without obligation of confidentiality.

5. **RESIDUALS**

Each of us shall be free to use any Residuals (defined below) for any purpose, provided that the Recipient shall maintain the confidentiality of Information in accordance with the provisions of this agreement. Nothing in this clause 5 shall be deemed to grant any licence to any copyrights or patents. "**Residuals**" means any information in intangible form that is retained in the unaided memories of persons who have access to the ideas, concepts know-how and techniques including any Information. A person's memory is unaided if the person has not intentionally memorised the information for the purpose of retaining and subsequently using or disclosing the information.

6. **DISCLAIMERS**

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

The Discloser will not be liable for any damages arising out of the use of Information disclosed under this agreement.

Neither this agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

7. **GENERAL**

This agreement does not require either of us to disclose or to receive Information.

Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this agreement without prior written consent. Any attempt to do so is void.

The receipt of Information under this agreement will not in any way limit the Recipient from:

- (a) providing to others products or services which may be competitive with products or services of the Discloser;
- (b) providing products or services to others who compete with the Discloser; or
- (c) assigning its employees in any way it may choose.

The Recipient will (i) comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and (ii) unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph will survive the termination or expiration of this agreement and the confidentiality period above and will remain in effect until fulfilled.

Only a written agreement signed by both of us can modify this agreement.

Either of us may terminate this agreement by providing one month's written notice to the other. Any terms of this agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

No other agreement between us will affect our rights or obligations under this agreement.

This agreement is the complete and exclusive agreement regarding our disclosures of Information, and replaces any prior oral or written communications between us regarding these disclosures. By signing below for our respective enterprises, each of us agrees to the terms of this agreement. Once signed, any reproduction of this agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

This agreement shall be governed by and construed in accordance with the law of England and Wales.

Agreed to:

Agreed to:

By _____
Authorized Signature

By _____
Authorized Signature

Name (type or print):
Date:
Identification number:
Address:

Name (type or print):
Date:
Agreement number:
Address:

After signing, please return a copy of this Agreement to the "address" shown above.