BYLAWS OF THE OPENSTACK FOUNDATION

ARTICLE I. PURPOSES

The OpenStack Foundation is a nonprofit non-stock Foundation ("Foundation") whose purpose is to develop, support, protect, and promote (a) the open source cloud computing project which is known as the OpenStack Project as defined in these Bylaws and (b) other open source software projects for building and managing technology infrastructure ("Open Infrastructure Projects"). The governance of the OpenStack Project is set forth in the Bylaws, but each Open Infrastructure Project is governed separately by procedures approved by the Board of Directors. The application of the other terms of the Bylaws which apply to the OpenStack Project will not apply to the Open Infrastructure Projects unless determined by Board of Directors. The Foundation is formed exclusively as a nonprofit trade association within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "Code"). The Foundation shall have and may exercise all the rights and powers given to nonprofit non-stock corporations under General Corporation Law of Delaware ("Delaware Corporate Law").

ARTICLE II. MEMBERSHIP

2.1 Members. The Foundation shall have three (3) classes of members ("Members") as defined in more detail below: (i) Individual (ii) Gold and (iii) Platinum. The Board of Directors shall have the authority to create a new class of members for government and academic members provided that such class shall not have a vote for the Board of Directors or a vote on any other matter unless these Bylaws are amended.

2.2 Individual Members.

(a) Individual Members must be natural persons. Individual Members may be any natural person who has an interest in the purpose of the Foundation and may be employed by Platinum Members or Gold Members.

(b) The application, admission, withdrawal and termination of persons as Individual Members are set forth in the membership policy attached as Appendix 1 ("Individual Member Policy").

(c) There shall be no limit on the number of Individual Members.

2.3 Platinum Members.

(a) Platinum Members may be natural persons, business entities, academic institutions, government agencies, or any other legal person.

(a) The business and affairs of the Foundation shall be managed by or under the direction of a Board of Directors, who may exercise all of the powers of the Foundation except as otherwise provided by these Bylaws.

(b) (i) The management of the technical matters relating to the OpenStack Project (as defined below) shall be managed by the Technical Committee as set forth in Section 4.13. The management of the technical matters for the OpenStack Project is designed to be a technical meritocracy. The "OpenStack Project" shall consist of the released projects to enable cloud computing and the associated library projects, gating projects, and supporting projects managed by the Technical Committee. The Technical Committee shall designate a subset of the OpenStack Project an "OpenStack Technical Committee Approved Release" from time to time. The Board of Directors may determine "Trademark Designated OpenStack Software" from time to time, which will be a subset of the "OpenStack Technical Committee Approved Release" as provided in Section 4.1(b)(ii) and (iii).

(ii) The Technical Committee and the Board of Directors shall agree on a written procedure to coordinate the effect of changes in the method of determining the Trademark Designated OpenStack Software and changes in the OpenStack Technical Committee Approved Release which delete all or part of the Trademark Designated OpenStack Software ("Coordination Procedures"). Such Coordination Procedures shall be approved by a majority of the Technical Committee voting at a meeting scheduled in accordance with the procedures of the Technical Committee and a majority of the Board of Directors voting at a meeting scheduled in accordance with the procedures of the Board of Directors. Any changes to the Coordination Procedures must be approved by the same process as set forth above. No changes to the procedure for determining the Trademark Designated OpenStack Software shall be approved by the Board of Directors without approval as provided in the Coordination Procedures.

(iii) If the process for determining the Trademark Designated OpenStack Software has been approved as provided in the Coordination Procedures, the Trademark Designated OpenStack Software shall be determined by the Board of Directors. However, the Trademark Designated OpenStack Software must be a subset of the OpenStack Technical Committee Approved Release as it exists on the date of the determination of the Trademark Designated OpenStack Software by the Board of Directors. The use of the OpenStack trademarks on the Trademark Designated OpenStack Software shall be defined in the Trademark Policy in Section 7.3.

(c) The Board of Directors shall determine the process to evaluate and confirm an Open Infrastructure Project as part of the Foundation as well as the structure of the general and technical management of each Open Infrastructure Project. The Board of Directors shall approve general management structure, if any, of each Open Infrastructure Project and the technical management structure, if any, of each Open Infrastructure Project. The members of the general management, if any, shall be defined as the OIP Management Committee Members and the members of the technical management, if any shall be defined as the OIP Technical Committee Members.

4.2 Number and Term of Office.

(a) The Board shall not exceed twenty-four members.

(b) Each Platinum Member may appoint and remove a single member of the Board of Directors ("Platinum Directors") and shall make such initial designation in its Member Agreement. The number of Platinum Members shall be defined as the Director Limit. The Director Limit shall change based on the number of Platinum Members. The term of each Platinum Director shall continue until the death, resignation or removal of the Platinum Director or the termination of the membership of the Platinum Member appointing any such Platinum Director.

The Gold Members shall elect the same number of Gold Director Selectors (c) as the Director Limit. At the annual meeting or special meeting relating to electing directors as provided in Article III, the Gold Members shall select certain Gold Members by majority vote to appoint directors to represent the Gold Members ("Gold Director Selector"). Each Gold Director Selector shall then appoint a single member of the Board of Directors ("Gold Directors"). The vote for the initial Gold Director Selectors as provided in Section 4.2 (c) and in January, 2013 shall be limited to the Initial Gold Directors (as defined in the Gold Member Policy). The vote for the Gold Director Selectors in January, 2014 shall be limited to sixteen (16) Gold Members with the earliest date of commencement of their terms. For all elections after January 2014, all Gold Members may vote. All Gold Directors shall hold office until the next annual meeting of the Gold Members and until their respective successors are elected, except in the case of the death, resignation or removal (including removal under Section 4.17) of any Gold Director or the Gold Director Selector for a particular Gold Director ceases to be a Gold Member. In the case of the death, resignation or removal of any Gold Director (except for removal under Section 4.17), the vacancy may be filled by the relevant Gold Director Selector. If a Gold Director Selector ceases to be a Gold Member, the Gold Members shall select a new Gold Director Selector at a special meeting of the Gold Members. If the Director Limit is reduced due to a reduction in the number of Platinum Members, the number of Gold Directors shall be reduced at the next annual meeting to the Director Limit effective on January 1 of such calendar year. Thus, during certain periods, the number of Gold Directors may exceed the number of Platinum Directors.

(d) At the annual meeting or special meeting relating to electing directors as provided in Article III, the Individual Members shall elect the same number of directors as the Director Limit. The Secretary shall receive written nominations for Individual Directors which shall have the following requirements: (i) the nomination must be signed by at least ten (10) Individual Members, (ii) the nominee is an Individual Member in good standing, (iii) the nominee must have completed an application for a director with information determined by the Board of Directors, and (iv) the nomination must be received at least thirty (30) days prior to the relevant annual or special meeting. For the initial special meeting to elect Individual Directors, nominations must be received by the Secretary at least fourteen (14) days prior to the meeting. The Secretary shall publish the names of the nominees promptly on the website of the Foundation. All Individual Directors shall hold office until the next annual meeting of the Individual Members and until their respective successors are elected, except in the case of the death, resignation or removal (including removal under Section 4.17) of any Individual Director. In the case of the death, resignation or removal of any Individual Director (except for removal

shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the Board of Directors.

4.13 Technical Committee.

(a) The Technical Committee shall be selected as provided in the Technical Committee Member Policy in Appendix 4.

(b) (i) The Technical Committee shall have the authority to manage the OpenStack Project, including the authority to determine the scope of the OpenStack Technical Committee Approved Release subject to the procedures set forth below. No changes to the OpenStack Technical Committee Approved Release which deletes all or part of the then current Trademark Designated OpenStack Software, shall be approved by the Technical Committee without approval as provided in the Coordination Procedures. After such approval, the Secretary shall post such description to the Foundation's website.

(ii) If any software provided as part of the Trademark Designated OpenStack Software is (A) subject to an injunction or other court order which would subject the distributors or users of such software to liability for intellectual property infringement or misappropriation or (B) the majority of the Board of Directors believes that such an order is reasonably likely, the Board of Directors shall give notice to the chair of the Technical Committee of the issue. If the Technical Committee does not take reasonable steps to mitigate the risk (such as ceasing distribution of such software as part of the Trademark Designated OpenStack Software or modifying such software to make it non-infringing) as determined by the Board of Directors within thirty (30) days of the receipt of such notice, the Board of Directors may waive the requirement in the Trademark Policy or otherwise to include such software in order to use the OpenStack trademarks.

(c) On the written request of at least three (3) members of the Technical Committee, the Board of Directors shall appoint a mediator to assist in the resolution of any dispute or deadlock in the Technical Committee.

(c) (d) The Technical Committee shall determine the procedures for nominating a member to become the chair of the Technical Committee. The Board of Directors shall have the authority to approve the Technical Committee chair, as nominated by the Technical Committee, and shall approve the chair proposed by the Technical Committee absent Cause.

(d) (e) The term of the chair of the Technical Committee shall terminate upon the death, resignation, removal or failure to be re-elected to the Technical Committee. The chair of the Technical Committee may be removed by the majority of the other members of the Technical Committee (not including such chair) for Cause as defined below. The procedures for such removal shall be determined by the Technical Committee. Cause shall include (i) failure to attend more than half of the Technical Committee meetings within any twenty-four month period, (ii) breach of the Code of Conduct, (iii) declaration of unsound mind by a final order of court, or (iv) conviction of a felony. If the Technical Committee does not remove the chair of the Technical Committee for Cause, the Board of Directors may request that the Technical Committee reconsider this decision. If the Technical Committee does not remove the Technical Committee chair within thirty (30) days of notice from the Board of Directors, the Board of Directors may vote to remove the Technical Committee chair for Cause. Notwithstanding removal of the Technical Committee Chair by the Board under this Section, the individual may continue to be a member of the Technical Committee unless the Technical Committee removes the individual from the Technical Committee.

(e) <u>Unless otherwise decided by the Board of Directors, the Technical</u> <u>Committee shall not manage the technical matters related to an Open Infrastructure Project.</u>

4.14 User Committee.

(a) The User Committee shall be selected as provided in the User Committee Member Policy in Appendix 10

(b) The User Committee shall have the authority to manage OpenStack Working Groups that are not under the Board of Directors nor the Technical Committee authority. The User Committee has the authority to determine the scope of these Working Groups and its existence.

(c) On the written request of at least three (3) members of the User Committee, the Board of Directors shall appoint a mediator to assist in the resolution of any dispute or deadlock in the User Committee.

(c) (d) The User Committee shall determine the procedures for nominating a member to become the chair of the User Committee. The Board of Directors shall have the authority to approve the User Committee chair, as nominated by the User Committee, and shall approve the chair proposed by the User Committee absent Cause.

(d) (e) The term of the chair of the User Committee shall terminate upon the death, resignation, removal or failure to be re-elected to the User Committee. The chair of the User Committee may be removed by the majority of the other members of the User Committee (not including such chair) for Cause as defined below. The procedures for such removal shall be determined by the User Committee. Cause shall include (i) failure to attend more than half of the User Committee meetings within any twelve month period, (ii) breach of the Code of Conduct, (iii) declaration of unsound mind by a final order of court, or (iv) conviction of a felony. If the User Committee does not remove the chair of the User Committee for Cause, the Board of Directors may request that the User Committee reconsider this decision. If the User Committee does not remove the User Committee Chair by the Board under this Section, the individual may continue to be a member of the User Committee unless the User Committee removes the individual from the User Committee.

(e) <u>Unless otherwise decided by the Board of Directors, the User Committee</u> shall not manage the user relationships for an Open Infrastructure Project. shall resign from the Board of Directors. If the designated director does not resign, the Executive Director shall call a special meeting of the relevant class of Members. If the new director is a Gold Director, the Gold Director Selector making such appointment shall make the determination of which other director shall resign from the Board of Directors. If the designated director does not resign, the Executive Director shall call a special meeting of the relevant class of Members. If the new director is elected by the Individual Members, then the individual having the next highest number of votes whose admission would not cause a violation of the Director Diversity Requirement shall be become the new director instead of the individual whose election would cause a violation of the Director Diversity Requirement.

(d) If a director who is an individual becomes Affiliated during his or her term and such Affiliation violates the Director Diversity Requirement, such individual shall resign as a director.

(e) A violation of the Director Diversity Requirement may be waived by a vote of two thirds of the Board of Directors (not including the directors who are Affiliated).

4.18 Compensation of Directors. Directors shall not be entitled to compensation or reimbursement of expenses, except that on the request of an Individual Director, the Executive Director may advance the reasonable travel expenses associated with in-person attendance for at least one regular quarterly Board of Directors meeting each calendar year, including airfare, lodging, and meals. No such payment shall preclude any director from serving the Foundation in any other capacity and receiving compensation for such service except as limited by the Code of Conduct.

4.19 Nomination of Individual Director Candidates. Nominations for Individual Directors must be submitted to the Secretary in writing, signed by a minimum of ten (10) Individual Members no later than thirty (30) days prior to the date of the annual meeting or special meeting for election of the Individual Directors. For the initial special meeting to elect Individual Directors, nominations must be received by the Secretary at least fourteen (14) days prior to the meeting. The Secretary shall promptly publish the names of all properly nominated persons to the Foundation website.

4.20 Code of Conduct. The directors, officers, employees, members of the Technical Committee, <u>User Committee</u>, <u>OIP Management Committee Members</u>, <u>OIP Technical Committee</u> <u>Members</u> and contractors shall comply with the Code of Conduct attached as Appendix 5. The Members shall comply with the Community Code of Conduct attached as Appendix 6.

4.21 Initial Board of Directors. Within 24 hours of the COI Effective Date, the incorporator shall appoint the following individuals as members of the initial Board of Directors: Jonathan Bryce, Mark Collier, and Alice King ("Initial Board"). Notwithstanding the other provisions of the Bylaws, the Initial Board shall give fifteen (15) days prior written notice to the Individual Members, Gold Members and Platinum Members for a special meeting of such class of Members to elect, respectively, the Individual Directors or Gold Directors or appoint the Platinum Directors in the manner provided in Article III. These Bylaws may not be altered, amended or repealed or new bylaws adopted by the Initial Board.

ARTICLE VII. INTELLECTUAL PROPERTY POLICY

7.1 Licenses and Contribution Agreements for Software.

(a) The Foundation shall generally accept contributions of software made pursuant to the terms of the Contributor License Agreements attached as Appendix 7. The Board of Directors may adopt additional contributor license agreements as may be appropriate for certain organizations or contributions to secure a license on terms which will permit distribution under the Apache License 2.0 for the OpenStack Project, and may require inclusion of the Apache License 2.0 license header in code contributions for the OpenStack Project. The Board of Directors may delegate the authority to make non material amendments to the Contributor License Agreement to the Executive Director so long as such modifications permit distribution of the software under Apache License 2.0 for the OpenStack Project.

(b) The Foundation shall distribute the software in the OpenStack Technical Committee Approved Release under the Apache License 2.0 unless changed as provided in Section 9.1

(c) <u>The Board of Directors may approve a license for an Open Infrastructure</u> <u>Project other than Apache License 2.0, but such license must be a license approved by the Open</u> <u>Source Initiative at the date of adoption of such license.</u>

7.2 Licenses and Contribution Agreements for Documentation. The Foundation shall only accept contributions of documentation under a contribution agreement approved by the Board of Directors.

7.3 Trademark Policy. The Trademark Policy of the Foundation shall be determined by the Board of Directors and may be modified by the Board of Directors. The OpenStack trademarks shall only be used to promote the Foundation, the OpenStack Project. <u>Open</u> <u>Infrastructure Projects</u> or services or products related to the OpenStack Project <u>or Open</u> <u>Infrastructure Projects</u> as provided in the Trademark Policy. After approval by the Board of Directors, the Secretary shall post the Trademark Policy to the Foundation website.

7.4 Standards Policy. The Foundation shall not establish any functional specifications or requirements for interoperability (a "Standard") between third party technologies and the OpenStack Project or Open Infrastructure Projects, or any part of the OpenStack Project or <u>Open Infrastructure Projects</u>, or any part of the OpenStack Project or <u>Open Infrastructure Projects</u>, provided that this restriction does not prohibit (a) the development, establishment or publication (or modification) of application programming interface and other technical means for third party technologies to interact with the OpenStack Project or <u>Open Infrastructure Projects or</u> (b) the development and publication (or modification) of a technical roadmap for the OpenStack Project or <u>Open Infrastructure Projects or</u> (c) the determination of the scope of the Trademark Designated OpenStack Software by the Board of Directors as provided in Section 4.1 and the OpenStack Project by the Technical Committee as provided in Section 4.13. The creation of a Standard requires an amendment of the Bylaws, and such amendment shall determine the method of creation of such Standard. As a condition to and prior to implementation of such Standard, the Foundation (either acting via its Board of Directors or other method approved in the Bylaws amendment) shall establish intellectual property policies

Members voting (but only if at least 10% of the Individual Members vote at an annual or special meeting): Article II (not including the Appendices referenced in Article II), Sections 4.1(a), 4.2(a), 4.9, 4.10, 4.11, 4.13(a), 4.13(c), 4.13(d), 4.13(e), 4.17, 4.20, 7.1, 7.2, 7.4 (except that approval of an amendment to Section 7.4 requires a two thirds vote of the Board of Directors instead of the vote provided in Section 9.1), and 9.2(d), and. The amendment of the Technical Committee Member Policy shall require the affirmative vote of the majority of the Board of Directors and the majority of the Technical Committee. The amendment of Sections 3.4, 3.5(c), 3.7, and 3.10, as they apply to a particular class, requires an affirmative vote as follows for a particular class (i) two-thirds of the Gold Members, (ii) two-thirds of the Platinum Members, or (iii) a majority of the Individual Members voting (but only if at least 10% of the Individual Members vote at an annual or special meeting). These Bylaws shall be effective on the date set by the Board of Directors after this version of the Bylaws is approved by the Members as provided above; provided that the effective date of these Bylaws shall be no sooner than thirty (30) days after the action by the Board of Directors to set such date.

Notwithstanding the special votes in Section 9.2, the Board may modify the following documents attached as Appendices: (i) the Antitrust Policy and the Member Policies as necessary to comply with applicable law, and (ii) the Member Policies as necessary for the efficient administration of the Foundation provided that such changes do not have the effect of materially changing the substance of the Member Policies.

ARTICLE X. INDEMNIFICATION OF DIRECTORS AND OFFICERS

10.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("proceeding"), by reason of the fact that he or a person of whom he is the legal representative, is or was a director or officer of the Foundation or is or was serving at the request of the Foundation as a director or officer of another entity, or as a controlling person of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director or officer, or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Foundation to the fullest extent authorized by Delaware Corporate Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Foundation to provide broader indemnification rights than such law permitted the Foundation to provide prior to such amendment) against all expenses, liability and loss reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of his heirs, executors and administrators; provided, however, that except as provided in Section 10.1, the Foundation shall indemnify any such person seeking indemnity in connection with a proceeding (or part thereof) initiated by such person only if (a) such indemnification is expressly required to be made by law, (b) the proceeding (or part thereof) was authorized by the Board of Directors, (c) such indemnification is provided by the Foundation, in its sole discretion, pursuant to the powers vested in the Foundation under Delaware Corporate Law, or (d) the proceeding (or part thereof) is brought to establish or enforce a right to indemnification or advancement under an indemnity agreement or any other statute or law or otherwise as required under Section 145 of Delaware Corporate Law.

3. Termination of Individual Members. The Secretary and the Executive Director, acting together, may, or the Board of Directors may direct the Secretary and Executive Director to, terminate an Individual Member as follows: (i) for violation of the Individual Member Agreement if the violation is not cured within the period provided in the Individual Member Agreement, (ii) for violation of the Community Code of Conduct, or (iii) failure to vote in at least 50% of the votes for Individual Members within the prior twenty-four months unless the person does not respond within thirty (30) days of notice of such termination that the person wishes to continue to be an Individual Member. Upon termination as provided above, the Secretary or another officer designated by the Executive Director shall promptly remove the person from the Individual Member Registry. The effective date of termination of the Individual Member shall be the date of removal from the Individual Member Registry.

4. Individual Member Registry. The Secretary shall publish the list of the names of the Individual Members but without their contact information. Upon a written request by an Individual Member, Platinum Member or Gold Member for the purposes permitted by Delaware Corporate Law, the Secretary shall make available the contact information of all Individual Members solely for the purposes permitted under Delaware Corporate Law, provided that the Secretary may require the information to be treated as confidential information by the recipient to the extent permitted by Delaware law.

THE OPENSTACK FOUNDATION PLATINUM MEMBER POLICY

Appendix 2

PLATINUM MEMBER POLICY

1. Initial Platinum Members. Upon formation of the Foundation, all of those persons listed on the Platinum Member Registry published by OpenStack, LLC, and who have executed the Platinum Member Agreement no later than twenty-eight (28) days following the COI Effective Date, shall automatically become Platinum Members ("Initial Platinum Members").

<u>1.</u> <u>2.</u>-Term of Platinum Members.

(a) The initial term for the Initial Platinum Members shall begin on the COI Effective Date and terminate as provided below. The Initial Platinum Members shall be divided into two classes: Class A Platinum Members are Canonical, Ltd., IBM, Nebula, Inc., and Red Hat, Inc., and Class B Platinum Members are AT&T Inc., Hewlett Packard Company, Rackspace US, Inc., and Suse. The initial term for Class A Platinum Members shall terminate on December 31, 2014 and the initial term for Class B Platinum Members shall terminate on December 31, 2015.

(a) (b) The effective date of membership for a Platinum Member other than an Initial Platinum Member (or a Platinum Member admitted to fill a vacancy in the Platinum Membership as provided below) shall be January 1 of the year that first follows the date on which

the Platinum Member has executed the Platinum Member Agreement and the admission has been approved by the Board of Directors.

(b) (c) Following the initial term, the <u>The</u> renewal term of each Platinum Member shall begin on January 1 of the calendar year after the end of the initial term and shall continue for three (3) years.

(c) (d) The Executive Director or his designee shall provide written notice to each Platinum Member at least nine months (but not more than twelve months) prior to the last day of the term of the Platinum Member which notice shall include the date of such termination and the required date of response. The Platinum Member must give written notice to the Secretary on or before six months prior to the last day of the term of such Platinum Member of its election to renew or not renew its term. If the Platinum Member does not give such notice, its term will automatically terminate upon December 31 of such year.

(d) (e) If any new Platinum Member is admitted to membership to fill a vacancy in the Platinum Membership during the initial term, then the term of the new Platinum Member shall be the remaining term of the Platinum Member whose vacancy was filled.

(c) (f) The effective date of the end of the term of a Platinum Member shall be as follows: (i) the date of receipt of the resignation by the Secretary, (ii) the date of termination notice as provided in Section 32(a), (iii) December 31 of the last year of a term in which the Platinum Member fails to give written notice of renewal as provided in Section 21(c), or (iv) the effective date of the combination of one or more Platinum Members or Gold Members as provided in Section 3.

2. 3. Resignation or Termination of Platinum Members.

(a) A Platinum Member may resign its membership by written notice to the Secretary.

(b) Any director may make a motion to terminate a Platinum Member for breach of the Platinum Member Agreement and provide reasonable detail on the nature of the breach. If the breach is not cured within the period provided in the Platinum Member Agreement, the Board of Directors shall vote on termination of the Platinum Member. If the Board of Directors approves the termination of the Platinum Member, the Secretary shall give written notice to the Platinum Member.

(c) If a Platinum Member becomes Controlled by another Platinum Member or Gold Member, such Platinum Member ("Controlled Platinum Member") shall cease to be a Platinum Member on the closing date of the transaction which results in the Platinum Member becoming a Controlled Platinum Member. If the Controlled Platinum Member is Controlled by a Corporate Gold Member, such Corporate Gold Member shall become a Platinum Member for the remainder of the term of the Controlled Platinum Member.

<u>3.</u> <u>4.</u> Nomination and Election of New Platinum Members. If a Platinum Member does not give written notice of renewal as provided in Section $\frac{21}{21}(c)$, resigns from the Foundation

as provided in Section 31 is combined with another Platinum Member or Corporate Gold Member as provided in Section 32 or is terminated as provided in Section 31, the Secretary shall promptly give notice of such event to all Members and provide a notice on the website of the Foundation. Any entity (including, without limitation, a Corporate Gold Member) may nominate itself to be a new potential Platinum Member using the procedure described in this paragraph. Any proposed new Platinum Member may not be Affiliated with an existing Platinum Member or existing Gold Member on the date of its application. The nomination must be in writing to the Secretary with the information determined by the Board of Directors. The Secretary shall promptly provide a copy of such nomination to all of the Members and members of the Board of Directors. The nominee must execute the Platinum Member Agreement and submit it to the Secretary. The Board of Directors shall consider the application of the nominee at its next meeting. If the Board of Directors approves the admission, the entity shall become a Platinum Member as provided in Section 2.

4. 5. List of Platinum Members. The Secretary shall publish the list of the names of the Platinum Members but without their contact information. Upon a written request by an Individual Member, Platinum Member or Gold Member for the purposes permitted by Delaware Corporate Law, the Secretary shall make available the contact information of all Platinum Members solely for the purposes permitted under Delaware Corporate Law, provided that the Secretary may require the information to be treated as confidential information by the recipient to the extent permitted by Delaware law.

THE OPENSTACK FOUNDATION GOLD MEMBER POLICY

Appendix 3

I

GOLD MEMBER POLICY

1. Initial Gold Members. Upon the formation of the Foundation, all of those persons listed on the Gold Member Registry published by OpenStack, LLC who also have signed the Gold Member Agreement no later than twenty-eight (28) days following the COI Effective Date shall automatically become Gold Members ("Initial Gold Members").

<u>1.</u> <u>2.</u> Term of Gold Members.

(a) The initial term for the Initial Gold Members shall begin on the COI Effective Date and terminate on December 31, 2013.

(a) (b) The effective date of membership for a Gold Member other than an Initial Gold Member shall be January 1 of the year that first follows the date on which the Gold Member has executed the Gold Member Agreement and the admission has been approved by the Board of Directors.

(b) (c) The Executive Director or his designee shall provide written notice to each Gold Member at least six months (but not more than nine months) prior to the last day of the term of the Gold Member which notice shall include the date of such termination and the required date of response. Each Gold Member must give written notice to the Secretary by October 1 of each calendar year that it will renew its membership. If the Gold Member does not give such notice, its term will automatically terminate upon December 31 of such year.

(c) (d)-If any new Gold Member is admitted to membership to fill a vacancy in the Gold Members during the initial term, then the term of the new Gold Member shall be the remaining term of the Gold Member whose vacancy was filled.

(d) (e)-The effective date of the end of the term of a Gold Member shall be as follows: (i) the date of receipt of the resignation by the Secretary, (ii) the date of termination notice as provided in Section 32(a), (iii) December 31 of the last year of a term in which the Gold Member fails to give written notice of renewal as provided in Section 21(c), or (iv) the effective date of the combination of one or more Platinum Members or Gold Members as provided in Section 32.

2. 3. Resignation or Termination of Gold Members.

Secretary.

(a) A Gold Member may resign its membership by written notice to the

(b) Any Director may make a motion to terminate a Gold Member for breach of the Gold Member Agreement and provide reasonable detail on the nature of the breach. If the breach is not cured within the period provided in the Gold Member Agreement, the Board of Directors shall vote on termination of the Gold Member by a majority of the members of the Board of Directors. If the Board of Directors approves the termination of the Gold Member, the Secretary shall give written notice to the Gold Member.

(c) If a Gold Member which is a business entity becomes Controlled by another Gold Member or Platinum Member, such Gold Member ("Controlled Gold Member") shall cease to be a Gold Member on the closing date of the transaction which results in the Gold Member becoming a Controlled Gold Member.

3. 4.-Nomination and Election of New Gold Members. If an existing Gold Member does not give written notice of renewal as provided in Section 21(c), resigns from the Foundation as provided in Section 32, is combined with another Platinum Member or Corporate Gold Member as provided in Section 32 or is terminated as provided in Section 32, the Secretary shall promptly give notice of such event to all Members and provide a notice on the website of the Foundation. Any entity may nominate itself to be a new potential Gold Member using the following procedure. Any proposed new Gold Member may not be Affiliated with an existing Platinum Member or existing Gold Member on the date of its application. The nomination must be in writing to the Secretary with the information determined by the Board of Directors. The Secretary shall promptly provide a copy of such nomination to all of the other remaining Members and members of the Board of Directors. The nominee must execute the Gold Member Agreement and submit it to the Secretary. The Board of Directors shall consider the application

of the nominee at its next meeting. If the Board of Directors approves the admission, the entity shall become a Gold Member as provided in Section 21.

<u>4.</u> <u>5.</u> List of Gold Members. The Secretary shall publish the list of the names of the Gold Members but without their contact information. Upon a written request by an Individual Member, Platinum Member or Gold Member for the purposes permitted by Delaware Corporate Law, the Secretary shall make available the contact information of all Gold Members solely for the purposes permitted under Delaware Corporate Law and shall be treated as confidential.

THE OPENSTACK FOUNDATION TECHNICAL COMMITTEE MEMBER POLICY

Appendix 4

TECHNICAL COMMITTEE MEMBER POLICY

1. Membership of Technical Committee. The Technical Committee shall initially have the same members as the Project Policy Board of OpenStack, LLC and their terms shall continue as determined by the Project Policy Board, but in no case longer than one year after their election to the Project Policy Board. Beginning with the first election, all, All members selected to the Technical Committee shall be Individual Members. A member of the Technical Committee may cease to be an Individual Member during his or her termTerm, but must be an Individual Member at the time of nomination.

2. Election to Technical Committee.

(a) The members of the Technical Committee shall be elected by a vote of the Active Technical Contributors ("ATC") using a fair voting method determined by the Technical Committee. The first election shall be held no later than October 31, 2012. Each Technical Committee member shall hold the seat for a term not to exceed <u>one yearsixteen months</u>, but may be re-elected to the Technical Committee. After the initial election_January 1, 2019, the term for the members of the Technical Committee shall be approved by a majority of the Technical Committee ("Term") and shall be published publicly before each Technical Committee election; if no such Term is published the Term will be twelve calendar months. After January 1, 2019, the elections for the Technical Committee shall be held at least every six months in two phases: the first election being for at least half of the members of the Technical Committee.

(b) Upon completion of the election, the Technical Committee shall give notice to the Board of Directors and the Secretary. The Secretary shall maintain a list of the members of the Technical Committee. Any member of the Technical Committee may resign by delivering notice in writing or by electronic transmission to the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(c) In the event of a Technical Committee election that would result in half or more of the members of the Technical Committee being Affiliated, the Board of Directors may defer the effective date of office of the newly elected Technical Committee members who are Affiliated for a period not to exceed thirty (30) days after a resolution by the Board of Directors approving such deferral. The Board of Directors must pass such resolution within thirty (30) days of the notice of election results from the Technical Committee. During such period of deferral, the Technical Committee and the Board of Directors shall work to resolve the issue by agreement among themselves, such as by a resignation of one or more Technical Committee members or having the Individual Member with the next highest number of votes become a member of the Technical Committee. If the Technical Committee and the Board of Directors are not able to agree on a resolution within such thirty (30) day period, the Board of Directors may require another election for such positions.

(d) On the written request of at least three (3) members of the Technical Committee, the Board of Directors shall appoint a mediator to assist in the resolution of any dispute or deadlock in the Technical Committee.

3. Determination of Active Technical Contributor.

(a) (a) Within thirty (30) days of the COI Effective Date, the Technical Committee shall provide a list of ATCs on such date ("Initial ATC List") and the Individual Members on such list shall remain ATCs for three hundred and sixty five days after the date of appointment.

(a) (b) After the Initial ATC List, an<u>An</u> ATC shall be determined as follows:

(i) An <u>ATC is an</u> Individual Member <u>is an ATC</u> who has had a contribution approved for inclusion in any of the official OpenStack <u>projectsProjects</u> during one of the two prior release cycles of the Core OpenStack Project ("Approved Contribution"). Such Individual Member shall remain an ATC for three hundred and sixty five days after the date of acceptance of such Approved Contribution.

(ii) An Individual Member who has made only other technical contributions to the OpenStack Core Project (such as bug triagers and technical documentation writers) can apply to the chair of the Technical Committee to become an ATC. The final approval of such application shall be approved by a vote of the Technical Committee. The term shall be for three hundred and sixty five days after the date of approval of the application by the Technical Committee.

(b) (c) The Technical Committee shall maintain a list of ATCs and their contact information and a written description of the procedures for electing the members of the Technical Committee. The chair of the Technical Committee shall provide such list and such written description to any member of the Board of Directors or Member upon their request.

4. Meetings of Technical Committee. The Technical Committee shall meet at least quarterlytwice per calendar year.

5. Technical Committee Process. Except as expressly provided in these Bylaws, the Technical Committee shall determine its process and procedures, provided that such process and procedures must be published in a manner that they are readily accessible to all Members of the Foundation.

THE OPENSTACK FOUNDATION CODE OF CONDUCT

Appendix 5

CODE OF CONDUCT

I

The OpenStack Foundation (the "Foundation") is committed to being a good corporate citizen. The Foundation's policy is to conduct its business affairs honestly and in an ethical manner. This Code of Conduct ("Code") provides a general statement of the expectations of the Foundation regarding the ethical standards that each director, officer and employee of the Foundation should adhere to while acting on behalf of the Foundation. It does not cover every issue that may arise, but it sets out basic principles to guide all employees, officers and directors of the Foundation. All of our employees, officers and directors must conduct themselves accordingly and seek to avoid even the appearance of improper behavior. This Code applies to all officers, full and part time employees, members of the Foundation. Conduct in violation of this policy is unacceptable in the workplace and in any work-related setting outside the workplace. Any employee or contract worker who violates this Code will be subject to disciplinary action, up to and including termination of his/her employment or engagement.

This Code should be interpreted in light of the purpose of the Foundation, and composition of its membership. This Code should not be read to restrict any individual covered by this Code from performing his or her fiduciary duties to a Member of the Foundation.

COMPLIANCE WITH LAWS

You must comply with all federal, state and local laws applicable to your activities on behalf of the Foundation and shall perform your duties to the Foundation in an honest and ethical manner. If a law conflicts with a policy in this Code, you must comply with the law; however, if a local custom or policy conflicts with this Code, you must comply with the Code. If you have any questions about these conflicts, you should ask the Executive Director how to handle the situation.

which would supersede any contract, in some circumstances, the Foundation staff may be subject to a separate procedure.

This OpenStack Code of Conduct also applies to all spaces managed by the Foundation or authorized by the Foundation, including IRC channels, the mailing lists, issue trackers, Foundation sponsored events and any other forums the OpenStack community uses which are managed by the Foundation ("OpenStack Venues"), including without limitation the Open Infrastructure Projects. In addition, violations of this OpenStack Code of Conduct outside of OpenStack Venues may affect a person's ability to participate within them after appropriate investigation. For the twice-annual OpenStack Summit, please also see the event-specific code of conduct on the Summit website with additional details for speakers, sponsors and attendees.

We do not tolerate harassment in any form. If you believe someone is violating the OpenStack Code of Conduct, please see our Reporting Guidelines below.

OpenStack community members strive to

- **Be friendly, patient and welcoming**. We strive to be a community that welcomes and supports people of all backgrounds and identities. This includes, but is not limited to, members of any race, ethnicity, culture, national origin, colour, immigration status, social and economic class, educational level, sex, sexual orientation, gender identity and expression, age, size, family status, political belief, religion and mental and physical ability.
- **Be considerate**. Our work will be used by other people, and we in turn will depend on the work of others. Any decision we take will affect users and colleagues, and we should take those consequences into account when making decisions. Remember that we're a world-wide community and we have a global base of users and of contributors. Even if it's not obvious at the time, our contributions to projects managed by the OpenStack Foundation will impact the work of others.
- **Be respectful**. Not all of us will agree all the time, but disagreement is no excuse for poor behavior and poor manners. We might all experience some frustration now and then, but we cannot allow that frustration to turn into a personal attack. It's important to remember that a community where people feel uncomfortable or threatened is not a productive one. Members of the community should be respectful when dealing with other contributors as well as with people outside of the community and with users of the projects managed by the OpenStack Foundation.
- **Collaborate openly**. Collaboration is central to projects managed by the OpenStack Foundation and to the larger free software community. This collaboration involves individuals working within teams, cross-project collaboration within the OpenStack Foundation and working with other projects outside of the OpenStack community. This collaboration reduces redundancy, and improves the quality of our work. Internally and externally, we should always be open to collaboration. Wherever possible, we should work closely with upstream and downstream projects and others in the free software community to coordinate our technical, advocacy, documentation

resolution within such thirty (30) day period, the Board of Directors may require another election for such positions

3. Determination of Active User Contributor. The definition of an Active User Contributor shall be determined by the User Committee with the support of the AUC WG.

4. Meetings of User Committee. The User Committee shall meet at least quarterly. In person meetings are not necessary. User Committee may use any communication system is available for all members such as IRC.

5. User Committee Process. Except as expressly provided in these Bylaws, the User Committee shall determine its process and procedures, provided that such process and procedures must be published in a manner that they are readily accessible to all Members of the Foundation.

<u>6.</u> <u>On the written request of at least three (3) members of the User Committee, the</u> <u>Board of Directors shall appoint a mediator to assist in the resolution of any dispute or deadlock</u> <u>in the User Committee.</u>