

GLOBALPLATFORM

PAVONA PROJECT FOUNDATION

Funding and Participation Agreement

Thank you for your interest in joining and supporting the Pavona Project Foundation (the “Foundation”), a supporting organization for the Pavona Project (the “Project”), an open collaboration project hosted by GlobalPlatform, Inc. The purpose of the Foundation is to raise, budget and spend funds in support of the Project. The Foundation will operate pursuant to the Foundation Charter set forth as Exhibit B, as from time to time amended in the future by the Foundation’s Governing Board with the approval of GlobalPlatform (the “Charter”).

Participants will enjoy the privileges and undertake the obligations described in the Charter and will comply with all such policies as the GlobalPlatform Board of Directors and/or the Foundation’s Governing Board may from time to time adopt with notice to members of the Foundation (“Members”). GlobalPlatform reserves the right to refuse any Funding and Participation Agreement submitted by an applicant to the extent GlobalPlatform reasonably believes on advice of legal counsel that it might violate any federal, state or foreign export controls, sanction, or other law or regulation applicable to it by acting otherwise. Technical oversight governance for the Project or any subsequent projects supported by the Foundation is set forth in the technical charter for such project.

Please complete Exhibit A-1 of this Funding and Participation Agreement (the “Agreement”) and send it by email to [insert address]. If accepted we will set up the Agreement as completed by you for esignature. After esignature by both parties, a countersigned copy will be electronically returned to you for your records and an invoice will be emailed to you for payment of any applicable membership fee. Execution of this Agreement creates an irrevocable, binding obligation for the applicant to make the payments provided for and to otherwise perform in accordance with its terms if this Agreement is accepted by the Foundation.

Indicate your requested tier of membership by checking the appropriate box in the first column below. The benefits of each tier of membership are listed on Exhibit A-2 below.

Select	Membership Tier	Annual Fee (GlobalPlatform Member)	Annual Fee (Non-GlobalPlatform Member)
<input type="checkbox"/>	Platinum Member	\$80,000	\$95,000
<input type="checkbox"/>	Gold Member	\$50,000	\$60,000
<input type="checkbox"/>	Silver Member	See fee scale	See fee scale
<input type="checkbox"/>	Associate Member	\$7,500**	\$7,500**

Silver Membership Fee Scale:

In calculating the appropriate annual fee for Silver membership, please indicate your current consolidated employee* headcount here: _____.

Select	Consolidated Employees	GlobalPlatform Member	Non-GlobalPlatform Member)
<input type="checkbox"/>	5,000 and above	\$30,000	\$35,000
<input type="checkbox"/>	100 to 4,999	\$15,000	\$20,000
<input type="checkbox"/>	Up to 99	\$7,500	\$10,000

* Consolidated headcount means all employers and full-time contractors of the applicant and its direct and indirect subsidiaries.

**Non-profits, college/university and government applicants applying for Associate Membership may petition the Governing Board for a waiver or reduction of membership fees. Any modifications are subject to yearly approval by the Governing Board.

PR: Please initial here if you *do not want* GlobalPlatform to consider announcing your participation via press release: _____

Logo Usage: Please initial here if you *do not want* GlobalPlatform to display your logo on the Foundation’s web site: _____

For all tiers of membership, an initial full year’s payment of fees is due upon execution of this Agreement and payable within thirty days of the date of invoice from GlobalPlatform. Agreements signed before the 15th of the month will be invoiced as if active on the first of the month of signature. Agreements signed on or after the 15th will be invoiced as if active on the

1st of the following month. All fee amounts are non-refundable commitments based in US Dollars. In no event will fees be refunded, upon a Member's resignation or otherwise.

Membership rights and obligations automatically renew annually unless the Member gives notice of non-renewal to GlobalPlatform not less than thirty days prior to the expiration of the then current membership year of the terminating Member. Dues notices for successive years will be delivered on or about your anniversary date. Each Member acknowledges that GlobalPlatform and other Members of the Foundation depend upon reliable participation renewal information to budget effectively, and that GlobalPlatform's ability to provide services to the Foundation would suffer in the event of nonpayment of participation fees. Each applicant acknowledges the Foundation's Good Standing policy, as set forth in Section 7 of the Foundation Charter.

Notice of any increase in participation fees for the following calendar year will be given on or before October 15 in the current calendar year.

Please note: In addition to signing below you must provide the information requested in Exhibit A-1.

By signing below, the applicant acknowledges and agrees that, when signed and accepted by GlobalPlatform, this Agreement represents a binding contract between the parties and commits the applicant to these terms and obligations:

Applicant:

Accepted:

(Print Member Name)

GLOBALPLATFORM, INC.

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibit A-1

Contact Information: If you are an existing GlobalPlatform member, all legal, billing and financial notices from GlobalPlatform relating to your participation will be sent to the individuals already on file with the GlobalPlatform under those categories unless you designate a different individual below.

Name of Member Company: _____

Primary Foundation Contact

(for all notices, including voting)

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Billing Address

Billing Contact (unless already on record)

(All invoices will be sent to this e-mail address unless the Applicant directs otherwise)

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Please indicate preferred method(s) for receiving invoices:

- PDF via email
- Hard copy via FedEx

Is a Purchase Order (PO) required?

- Yes, Contact to provide PO#:

Name: _____

E-mail: _____

- No

(Optional) Other contacts you would like to add (e.g., technical, marketing, PR, legal, etc.), if any.

Nature of Contact: _____

Name: _____

Title: _____

Contact role: _____

Phone No: _____

E-mail: _____

Nature of Contact: _____

Name: _____

Title: _____

Contact role: _____

Phone No: _____

E-mail: _____

Nature of Contact: _____

Name: _____

Title: _____

Contact role: _____

Phone No: _____

E-mail: _____

Exhibit A-2

Additional Member Benefits

In addition to the benefits from time to time set forth in the Project’s Charter, Members of the Foundation may receive additional member benefits as from time to time approved by the Governing Board, subject to the availability of Project resources. Currently, Members enjoy the following additional benefits, according to their respective tier of membership:

Category	Platinum	Gold	Silver	Associate
Top-Level Configurations	Designate 1, propose any	Can propose	No	No
Propose CI Reference Platform	Influence	No	No	No
Technical Steering Committee	Yes, 2 nominations for TSC member	Yes, 1 nomination for a TSC member	Observer, no nominations	Observer, no nominations
Technical Participation	Can be contributor and maintainer	Can be contributor and maintainer	Can be contributor and maintainer	Can be contributor and maintainer
Governing Board Participation	Initially 1 appointed representative per Platinum Member*	1 or more elected GB representatives*	1 elected representative	No
Compatibility Badge	Platinum Compatible	Gold Compatible	Silver Compatible	No
Booth / Ad Logo	Yes	Yes	No	No
Advocacy & Marketing Comm. Participation	Yes	Yes	Observer	Observer

* See “Governing Board Representation” below for details on how Governing Board.

Additional information on Pavona Foundation Member Benefits:

Top-Level Configurations: Platinum members may designate one (and propose any) reference top-level configuration of IP blocks, within reason and constrained to available CI resources. Gold members may propose top-level reference configurations for inclusion. Designated top-level configurations will be gating for feature inclusion in official releases.

Propose CI Reference Platform: A member organization can request certain emulation (e.g. FPGA) or silicon test boards be designated as “reference platforms” for the CI infrastructure.

Upon acceptance, these platforms will be included in regular CI. Subject to approval for CI inclusion, members may also choose to donate CI Reference Platforms. Requests are not guaranteed to be included, as included platforms depend greatly on resources available.

Technical Steering Committee (“TSC”) Participation: Platinum members may nominate 2 individuals for TSC membership election. Gold members may nominate one individual for TSC membership election.

Technical Participation: Except as specifically set forth in this Agreement, the Foundation Charter or the TSC Charter, every Member may participate on an equal basis in the technical process.

Governing Board Participation*: The Governing Board is constituted, and can change, as follows:

(a) Each Platinum members may appoint one member to the Pavona Governing Board until there are more than seven Platinum Members, at which time the Platinum Members as a group elect seven Governing Board members.

(b) Each Gold member may nominate one member to stand for election to the Governing Board. Depending on the number of Gold Members in good standing at any relevant point in time, the Gold Members as a group will elect up to two representatives as a group to the Governing Board until there are seven Platinum Members, at which point the Gold Members as a group will elect up to three members of the Governing Board.

(c) Each Silver Member may nominate one member to stand for election to the Governing Board, and the Silver Members as a group will elect one representative to the Governing Board

Compatibility Badge: Members with compatible products have special member-designated compatible badges to use on their marketing materials. Those who are not members may use a generic compatibility badge if they meet the criteria set out by the Project Branding Program.

Booth / Ad Logo: The Foundation will provide logos and display guidelines to recognize those who contribute at the levels required to continue development and provide project stability in Foundation and Project marketing, PR and event materials.

Advocacy & Marketing Committee Participation: The Project is committed to highlighting all member contributions in a manner that reflects the best interests of community and commercial participants.

Exhibit B

GlobalPlatform Pavona Project Foundation Charter

Effective 10 February, 2026

1) Mission and Scope of Pavona Project Foundation (the “Foundation”).

- a) The purpose of the Pavona Project Foundation (the “Foundation”) is to raise, budget and spend funds in support of the Pavona Project (the “Project”). The governance of the Project is as set forth in its Technical Charter of the Technical Steering Committee (“TSC”) attached as Appendix A (the “TSC Charter”).
- b) The Foundation supports the Project. The Foundation operates under the guidance of the Governing Board of the Foundation (the “Governing Board”) and GlobalPlatform in a manner consistent with GlobalPlatform’s tax-exempt status.
- c) The Governing Board manages the Foundation. The Foundation will have an Advocacy Committee and such other working groups, councils, committees and similar bodies (collectively, “Committees”) as may be established by the Governing Board. Unless otherwise stated in a Governing Board approved charter of a Committee, Committees report to the Governing Board.

2) Membership Rights.

- a) Except as otherwise from time to time provided in the Funding and Participation Agreement, membership in the Foundation is open to any for-profit, not-for profit, academic or government entity.
- b) The Foundation will be composed of Platinum, Gold, Silver and Associate Members (each, a “Member” and, collectively, the “Members”). All Members in good standing , as defined by the Governing Board from time to time, are entitled to enjoy the privileges and must undertake the obligations described in this Charter and the Participation and Funding Agreement (“Agreement”), each as from time to time amended by the Governing Board with the approval of GlobalPlatform. During the term of their membership, all Members must comply with all such policies as the GlobalPlatform Board of Directors and/or the Foundation may adopt with notice to members.
- c) All elections of Governing Board members and TSC members, when more than one candidate is standing for election to a given tier or TSC seat, as appropriate, shall be conducted using ranked choice voting.
- d) Platinum Members in good standing will each be entitled:
 - i) while there are seven or fewer Platinum Members to appoint one representative to the

Governing Board;

- ii) (ii) when there are eight or more Platinum Members in good standing, to appoint one nominee to stand for election to the Governing Board and to vote with all other Platinum Members in good standing to fill seven positions on the Governing Board;
 - iii) to appoint a representative to each Committee; and
 - iv) to nominate two individuals to stand for election to the TSC, subject to the rules set forth in the TSC Charter.
- e) Gold Members in good standing will each be entitled:
- i) to nominate one representative to stand for election to the Governing Board;
 - ii) while there are four or fewer Platinum Members, to elect, together with the other Gold Members in good standing, (x) one members of the Governing Board if there are five or fewer Gold Members in good standing, and (y) two members of the Governing Board if there are six or more Gold Members in good standing;
 - iii) while there are five or more Platinum Members, to elect, together with the other Gold Members in good standing, (x) one member of the Governing Board if there are three or fewer Gold Members in good standing, (y) two members of the Governing Board if there four or five Gold Members in good standing, and (z) three members of the Governing Board if there are six or more Gold Members in good standing; and
 - iv) to nominate one individual to stand for election to the TSC, subject to the rules set forth in the TSC Charter.
- f) Silver Members, acting as a tier, will be entitled to annually elect one representative to the Governing Board (the “Silver Representative”) pursuant to a Governing Board-determined election process.
- g) Associate Memberships are restricted to Academic, Research and Government Entities. The Governing Board may set additional criteria for joining the Foundation as an Associate Member. If the Associate Member is a membership organization, Associate Membership in the Foundation does not confer any benefits or rights to the members of the Associate Member.
- h) All Members will be entitled to:
- i) except as otherwise determined by the Governing Board, participate in Foundation general meetings, initiatives, events and any other activities;
 - ii) identify themselves as Members of the Foundation supporting the Project community; and

- iii) such other rights, if any, as the Governing Board may from time to time approve for one or more tier of Members.

3) Governing Board

- a) The Governing Board voting members will consist of:
 - i) The Platinum Member, Gold Member, and Silver Member representatives selected as set forth in Sections 2(d), (e) and (f) above;
 - ii) the Silver Representative;
 - iii) the Chair of the TSC or, in the absence of a chair and with the approval of the Governing Board, any active contributor to Project so designated by the TSC (the “TSC Representative”); and
 - iv) the Community Representative at Large.
- b) The Community Representative at Large will be an individual appointed to such position by the TSC. The TSC will determine the election procedures for the Community Representative at Large, subject to approval by the Governing Board.
- c) Only one Member that is part of a group of Related Companies (as defined in Section 6) may appoint, or nominate for a membership tier election, an individual to serve on the Governing Board. No single Member or set of Related Companies will be entitled to: (i) appoint or nominate for Membership tier election more than one representative for the Governing Board, or (ii) have more than one representative on the Governing Board, provided that a Member that is represented on the Governing Board may have an additional employee serving on the Governing Board where that individual is elected to serve as the TSC Representative or the Community Representative at Large. In the event of a decision involving the employer of the TSC Representative or the Community Representative at Large, such individual must recuse themselves from participating in the discussion and any resulting decision.
- d) Conduct of Meetings
 - i) Governing Board meetings will be limited to Governing Board representatives, invited guests and GlobalPlatform supporting staff. The Chair is authorized to exclude guests and staff from parts of any meeting.
 - ii) Governing Board meetings follow the requirements for quorum and voting outlined in this Charter. Any Governing Board representative may name one alternate who will have the right to attend all meetings of the Governing Board and, in the absence of the primary representative, to have full voting rights on the Governing Board. If the Governing Board representative is present in a meeting, an alternate is only permitted to address the Governing Board meeting if invited to do so by the Chair.
 - iii) Governing Board meetings and minutes of the Governing Board will be private unless

decided otherwise by the Governing Board.

e) Officers

- i. The officers (“Officers”) of the Foundation as of the first meeting of the Governing Board will be a Chairperson (the “Chair”), a Treasurer and a Secretary, none of whom need be a member of the Governing Board. Officers that are not members of the Governing Board attend in a non-voting capacity. Additional Officer positions may be created by the Governing Board. All Officers shall be elected annually by the Governing Board.
 - ii. The Chair will preside over meetings of the Governing Board and manage any day-to-day operational decisions. Whether or not the Chair is a member of the Governing Board, they may cast the deciding vote in the event of a tied vote of the Governing Board.
 - iii. The Treasurer will assist in the preparation of budgets for Governing Board approval, monitor expenses against the budget, and authorize expenditures approved in the budget.
 - iv. The Secretary may be a GlobalPlatform staff person or another person elected by the Governing Board, and will take and submit minutes of Governing Board for Governing Board approval.
- f) The Governing Board will be responsible for overall management of the Foundation, including:
- i) approving a budget directing the use of funds raised by the Foundation from all sources of revenue;
 - ii) nominating and electing Officers of the Foundation;
 - iii) overseeing all Foundation business and community outreach matters on any legal matters that arise in cooperation with GlobalPlatform;
 - iv) operating in conformance with all GlobalPlatform policies from time to time in effect, and adopting and maintaining such additional policies or rules and procedures as are not inconsistent with GlobalPlatform policies (subject to GlobalPlatform approval);
 - v) establishing ad-hoc committees to resolve a particular matter or establishing additional committees, in support of the mission of the Foundation;
 - vi) establishing advisory bodies, Committees, programs or councils to resolve any particular matter or in support of the mission of the Foundation and/or the Project including in support of end-users and ambassadors for the project;

- vii) establishing any conformance programs and soliciting input (including testing tools) from the TSC for defining and administering any programs related to conformance with any Project deliverable (each, a “Conformance Program”);
- viii) publishing use cases, user stories, websites and priorities to help inform the ecosystem and technical community;
- ix) approving procedures for the nomination and election of elected Governing Board representatives and of Officers; and
- x) voting on all decisions or matters coming before the Governing Board.

4) Advocacy Committee

- a) Participation on the Advocacy Committee is open to all Members and to all members of the Project community. The Advocacy Committee is expected to operate by rough consensus, and if the Committee is not able to reach rough consensus, the issue will be referred to the Governing Board for a decision.
- b) The Advocacy Committee will be responsible for the design, development and execution of advocacy efforts on behalf of the Governing Board. The Advocacy Committee is expected to coordinate closely with the Governing Board and technical communities to maximize the outreach and visibility of the Project throughout the industry.
- c) The Governing Board may appoint a chairperson of the Advocacy Committee or delegate responsibility for selecting a chairperson to the Advocacy Committee. The Advocacy Committee chairperson will be responsible for reporting progress back to the Governing Board. The Advocacy Committee chairperson may attend meetings of the Governing Board, but, unless the Advocacy Committee chairperson is a member of the Governing Board, the Advocacy Committee chairperson will attend as an invited guest and not a voting member of the Governing Board.

5) Voting

- a) All Governing Board, Committee and Member voting will be done either (a) electronically, whether by email, online voting system or other electronic means (such votes are each an “Electronic Vote”) or (b) at a meeting (whether in person, online and/or telephonic), in each case where voting members representing at least 50% of the voting power of the Governing Board, Members (or tier of Members) or any Committee, as applicable, are participating (such votes are each a “Meeting Vote”).
- b) Unless otherwise set forth in this Charter or approved by the Governing Board in a given instance, Electronic Votes will be held open for two weeks, and require the affirmative vote of more than 50% of participating votes to pass where at least 50% of those entitled to vote respond as for, against, or abstain. For the avoidance of doubt, any voting member of the Governing Board or any Committee who fails to vote in an Electronic Vote during the voting period will be deemed to be not participating for purposes of determining quorum.
- c) In the event of a tied vote with respect to an action that cannot be resolved by the

Governing Board, the Chair may refer the matter to GP for assistance in reaching a decision. If there is a tied vote in any Committee that cannot be resolved by the Committee, the matter may be referred to the Governing Board.

6) Subsidiaries and Related Companies

a) Definitions:

i) “Subsidiaries” includes any entity in which a Member owns, directly or indirectly, more than fifty percent of the voting securities or membership interests of the entity in question;

ii) “Related Company” means any entity which controls or is controlled by a Member or which, together with a Member, is under the common control of a third party, in each case where such control results from ownership, either directly or indirectly, of more than fifty percent of the voting securities or membership interests of the entity in question; and

iii) “Related Companies” are entities that are each a Related Company of a Member.

b) Only the legal entity which has executed a Participation and Funding Agreement and its Subsidiaries will be entitled to enjoy the rights and privileges of Membership; provided, however, that such Member and its Subsidiaries will be treated together as a single Member and share a single vote.

c) If a Member is itself a foundation, association, consortium, open source project, membership organization, user group or other entity that has members or sponsors, then the rights and privileges granted to such Member will extend only to the employee-representatives of such Member, and not to its members or sponsors.

d) Foundation membership is non-transferable, non-salable and non-assignable, except that a Member may transfer its current Membership benefits and obligations to a successor to substantially all of its business or assets, whether by merger, sale or otherwise; provided that the transferee is not already a member of the Foundation and agrees to be bound by this Charter and all policies required by GlobalPlatform membership.

7) Good Standing

a) Each Member shall remain in good standing as a Member provided it continues to meet all requirements of and policies applicable to Foundation Membership, as from time to time determined by the Governing Board, including but not limited to, timely payment of all applicable Member fees, dues and assessments, and any associated penalties for late payment

8) Trademarks

a) Any trademarks relating to the Foundation or the Project, including without limitation any mark relating to any Conformance Program, must be transferred to and held by

GlobalPlatform, and shall be used only in accordance with such license terms as the Governing Board may set in consultation with GlobalPlatform.

- b) Neither the Foundation, GlobalPlatform, nor any Foundation Member shall use the name of the other in any form of publicity without the written permission of the other, provided that the Foundation and any Member may each disclose and publicize such Member's membership in the Foundation, and the Foundation may display the name, and unless requested otherwise by a Member, the logo of a Member at the Project website.

9) Antitrust Guidelines

- a) All Members must abide by GlobalPlatform's Antitrust Policy available at <https://globalplatform.org/wp-content/uploads/2022/04/Anti-Trust-Policy-and-Guidelines.pdf>.
- b) All Members must encourage open participation from any organization able to meet the membership requirements, regardless of competitive interests. The Governing Board will not seek to exclude any applicant for Membership based on any criteria, requirements or reasons other than those that are reasonable and applied on a non-discriminatory basis to all applicants.

10) Budget

- a) The Governing Board will approve an annual budget and never commit to spend in excess of funds anticipated to be raised. The budget and the purposes to which it is applied must be consistent with both (a) the non-profit and tax-exempt mission of GlobalPlatform, and (b) the aggregate goals of the Project.
- b) GlobalPlatform will provide the Governing Board with regular reports of spend levels against the budget. Under no circumstances will GlobalPlatform have any expectation or obligation to undertake an action on behalf of the Foundation or otherwise related to the Foundation that is not covered in full by funds raised by the Foundation.
- c) In the event an unbudgeted or otherwise unfunded obligation arises related to the Foundation, GlobalPlatform will coordinate with the Governing Board to address any gap funding alternatives that may be available.

11) General & Administrative Expenses

- a) GlobalPlatform will have custody of and final authority over the usage of any fees, funds and other cash receipts received or raised by the Foundation or the Project.
- b) A General & Administrative ("G&A") fee will be applied by GlobalPlatform to funds raised to cover finance, accounting, and operations. The G&A fee will be 10% of the Foundation's first \$400,000 of gross receipts each year and 5% of the Foundation's gross receipts each year over \$400,000.

12) General Rules and Operations. Members must:

- a) engage in the work of the Foundation and the Project in a professional manner consistent with maintaining a cohesive community, while also maintaining the goodwill and esteem of GlobalPlatform and the Foundation in the open collaboration community. In addition, when participating in any Project activities, all Members must abide by the rules of any Code of Conduct adopted by the Project and abide by the decisions taken by any committee or body authorized under a CoC to enforce its provisions;
- b) respect the rights of all trademark owners, including any branding and usage guidelines;
- c) engage or coordinate with GlobalPlatform on all outreach, website and marketing activities regarding the Foundation or on behalf of the Project that invoke or associate the name of the Project or GlobalPlatform; and
- d) operate under such rules and procedures as may be approved by the Governing Board and confirmed by GlobalPlatform.

13) Project Separation

- a) Either GlobalPlatform, on the one hand, or the Governing Board, on the other hand, may at any time give not less than 180 days' notice to the other party of its intention to terminate the relationship between the parties. Approval of a notice of termination by the Governing Board shall require the affirmative vote of the then-serving members of the Governing Board acting by Electronic Vote under the rules of section 6, provided that (i) at least 67% of the then-serving members of the Governing Board must vote to approve, and (ii) no member of the Governing Board has given notice before the expiration of the voting period that they wish to defer the decision to a live meeting of the Governing Board to permit a discussion prior to the vote. For purposes of this Charter, a vote conducted as set forth in this Section 13(a) is referred to as a "Super Majority Vote".
- b) In the event of any such termination, (i) each party shall cooperate in the transfer of the non-monetary assets and operations of the Foundation to such successor as the Governing Board may appoint in order to provide for an orderly transition without undue interruption to the operations of the Foundation and the Project, and (ii) GlobalPlatform shall transfer by wire to a bank account identified to it by the Governing Board all funds GlobalPlatform is then holding on account for the Foundation, net of all sums then owing to GlobalPlatform.

14) Amendments

- a) This Charter may be amended by a Super Majority Vote of the Governing Board, subject to approval by GlobalPlatform.
- b) The Foundation will publish any amendment to this Charter, the Technical Committee Charter, or any policy adopted by the Governing Board, or any new policy, on its website at least 30 days prior to the effective date of such amendment or approval; provided, however, that in the case of any amendment of the Trademark Policy, any such amendment shall be immediately effective upon such publication.

Appendix A

GlobalPlatform

Pavona Project Technical Charter

This charter (the “Charter”) sets forth the responsibilities and procedures for technical contributions to, and oversight of, the Pavona Project (“Project”).

1. Mission and Scope of the Project

- a. The mission of the Project is to encourage and enable development, collaboration and adoption of an open source silicon ecosystem, including secure-by-default configurations of ecosystem blocks.
- b. The scope of the Project includes open hardware development under an Open Source Initiative-approved open source license supporting the mission, including documentation, testing, integration and the creation of other artifacts that aid the development, deployment, operation or adoption of the open source hardware, provided, however, that the Governing Board may approve the use of a different license if it concludes that an appropriate license is not then on the OSI-approved list.

2. Technical Steering Committee

- a. Except as explicitly set forth in this Technical Charter or the Charter of the Foundation, the Technical Steering Committee (the “TSC”) will be solely responsible for the technical oversight of the Project. With respect to governance and operational matters, the TSC operates under the supervision of the Governing Board of the Pavona Project Foundation (the “Governing Board” and the “Foundation”, respectively).
- b. The TSC voting members will comprise 5 members elected pursuant to the procedures set forth in Addendum A.
- c. Members of the TSC shall serve for a term of two years. An individual elected to fill a vacancy on the TSC shall serve for the balance of the term of the individual they are replacing.
- d. The TSC Chair will be that individual that receives the greatest number of votes in the selection of the members of the TSC that is willing to accept such position. The TSC Chair will preside over meetings of the TSC and will serve for a two-year term or until their resignation or replacement by the TSC. The TSC Chair, or any other TSC member so designated by the TSC, will serve as the primary communication contact between the Project and the Foundation.

- e. The community of developers shall also be represented on the Foundation's Governing Board by the Community Member at Large, who shall be elected by the TSC.
- f. Responsibilities: The TSC oversight of the Project may include:
 - i. Coordinating the technical direction of the Project;
 - ii. Providing recommendations for technical requirements with respect to conformance programs to the Governing Board;
 - iii. Establish and maintain rules of engagements for maintainers, as well as appointing maintainers;
 - iv. Responsible for all things related to a release and the release process;
 - v. Approving Project or system proposals (including, but not limited to, incubation, deprecation, and changes to a Committee's scope);
 - vi. Terminating Committees and organizing new Committees within the Mission and Scope of the Project;
 - vii. Creating sub-committees or working groups to focus on cross-Committee technical issues and requirements;
 - viii. Appointing representatives to work with other open source or open standards communities;
 - ix. Establishing community norms, workflows, issuing releases, and security issue reporting policies;
 - x. Approving and implementing policies and processes for contributing and resolving matters or concerns that may arise in Committees; and
 - xi. Discussions, seeking consensus, and where necessary, voting on technical matters relating to the Project deliverables that affect multiple Committees.

3. TSC Voting

- a. While the Project aims to operate as a consensus based community, if any TSC decision requires a vote to move the Project forward, the voting members of the TSC will vote on a one vote per voting member basis.
- b. Quorum for TSC meetings requires at least fifty percent of all voting members of the TSC to be present. The TSC may continue to meet if quorum is not met, but will be prevented from making any decisions at the meeting.
- c. Except as provided in Section 7.c. and 8.a, decisions by vote at a meeting require a majority vote of those in attendance, provided quorum is met. Decisions made by electronic vote without a meeting require a majority vote of all voting members of the TSC.
- d. In the event a vote cannot be resolved by the TSC, any voting member of the TSC may refer the matter to the Governing Board for assistance in reaching a resolution.

4. Compliance with Policies

- a. This Charter is subject to all policies of GlobalPlatform including, without limitation the policies listed at <https://globalplatform.org/join-us/become-a-member/> and such additional policies as the Governing Board and GlobalPlatform may approve.
- b. All participants must allow open participation from any individual or organization meeting the requirements for contributing under this Charter and any policies adopted for all participants by the TSC, regardless of competitive interests. Put another way, the Project community must not seek to exclude any participant based on any criteria, requirement, or reason other than those that are reasonable and applied on a non-discriminatory basis to all participants in the Project community.
- c. All participants in the Project are subject to a duty to participate in good faith and with the intention of furthering the goals of the Project. Participants are also bound to abide by the rules of any Code of Conduct (“CoC”) adopted by the Governing Board and of any decisions taken by any committee or body authorized under a CoC to enforce its provisions.
- d. The Project will operate in a transparent, open, collaborative, and ethical manner at all times. The output of all Project discussions, proposals, timelines, decisions, and status should be made open and publicly visible. Any potential violations of this requirement should be reported immediately to the Chair of the Governing Board.

5. Community Assets

- a. GlobalPlatform will hold title to all trade or service marks used by the Project (“Project Trademarks”), whether based on common law or registered rights. Any preexisting Project Trademarks will be transferred and assigned to GlobalPlatform to hold on behalf of the Project. Any use of any Project Trademarks by participants in the Project will be in accordance with such license terms as the Governing Board may set in consultation with GlobalPlatform.
- b. GlobalPlatform will own and register, as appropriate, and maintain on behalf of the Project all Project GitHub and social media accounts, and domain name registrations created by the Project community.

6. General Rules and Operations.

- a. The Project will:
 - i. engage in the work of the Project in a professional manner consistent with maintaining a cohesive community, while also maintaining the goodwill and esteem of GlobalPlatform. and other partner organizations in the open collaboration community; and

- ii. respect the rights of all trademark owners, including any branding and trademark usage guidelines.
- b. The Chair of the TSC will preside over meetings, set the agenda for meetings, and ensure meeting minutes are taken.
- c. One representative of any Foundation Member may observe meetings of the TSC. Any Project committers may observe meetings of the TSC. The TSC may change this rule at any point in time, including: (a) opening meetings to a broader community; (b) holding closed meetings; and (c) holding meetings open to the public.
- d. Under no circumstances will GlobalPlatform be expected or required to undertake any action on behalf of the Project that is inconsistent with the tax-exempt status or purpose of GlobalPlatform.

7. Intellectual Property Policy

- a. Participants acknowledge that the copyright in all new contributions will be retained by the copyright holder as independent works of authorship and that no contributor or copyright holder will be required to assign copyrights to the Project.
- b. Except as described in Section 7.c.,
 - i. All new inbound code contributions to the Project must be made using an OSI-approved open source license specified within the applicable “LICENSE” file within the Project’s code repository.
 - ii. All contributors to the Project who are not employees of GlobalPlatform members, or their employers if they are not self-employed, must execute either an Individual Contributor’s License Agreement or Corporate Contributor’s License Agreement (collectively “CLA”). A copy of the signed CLA will be archived by GlobalPlatform.
 - iii. All new inbound code contributions must also be accompanied by a Developer Certificate of Origin (<http://developercertificate.org>) sign-off submitted through a TSC-approved contribution process which will bind the authorized contributor and, if not self-employed, their employer to the applicable license;
 - iv. All outbound code will be made available under an OSI-approved open source license specified within the applicable “LICENSE” file within the Project’s code repository;
 - v. Documentation will be received and made available by the Project under Creative Commons licenses (available at <http://creativecommons.org/>).
 - vi. The Project may seek to integrate and contribute back to other open source projects (“Upstream Projects”). In such cases, the Project will conform to all license requirements of the Upstream Projects, including dependencies, leveraged by the Project. Upstream Project code contributions not stored

within the Project’s main code repository will comply with the contribution process and license terms for the applicable Upstream Project.

- c. The TSC may approve the use of an alternative license or licenses for inbound or outbound contributions on an exception basis. Alternative license requests must include the alternative open source license(s), and the justification for using an alternative open source license for the Project. License exceptions must be approved by not less than 67% of the then serving members of the entire TSC and by a simple majority of the Governing Board. Contributed files of any type must contain license information, such as SPDX short form identifiers, indicating the open source license or licenses pertaining to the file.

8. Amendments

- a. This charter may be amended by the affirmative vote of not less than 67% of the then serving members of the TSC and by a “Super Majority” vote of the Governing Board, as defined in the Charter of the Foundation, subject to final approval by GlobalPlatform.

Addendum A

Procedure for Selection of the TSC

The Project will follow the following procedure for seating the TSC:

1. Gold and Platinum Members of the Foundation will each make nominations from among those contributors to the Project that have made a contribution of code, documentation, compatibility technical requirements or other technical artifact to the Project within the last 12 months (“Active Contributors”) as follows: up to one nomination by each Gold Member and up to two nominations by each Platinum Member.
2. Nominees may, but are not required to, be employees of the nominating Members. Multiple nominees may be employees of the same organization, but no Member may nominate more than one of its employees.
3. The Governing Board will vote from among the nominees pursuant to Section 6 of the Foundation Charter.
4. The nominees receiving the top five number of votes are elected to the TSC.