<u>**ATTACHMENT 1**</u>

Technical Charter (the "Charter")

for

~~OPNFV~~<u>Anuket</u> **Project a Series of LF Projects, LLC**

This charter (the "Charter") sets forth the responsibilities and procedures for technical contribution to, and oversight of, the ~~OPNFV~~<u>Aunket</u> **Project**, ~~which has been~~ established as ~~OPNFV~~<u>Anuket</u> Project a Series of LF Projects, LLC (the "Project"). LF Projects, LLC ("LF Projects") is a Delaware series limited liability company. All Contributors to the Project must comply with the terms of this Charter.

1. **Mission and Scope of the Project**

   a. The mission of the Project is to ~~drive~~<u>empower</u> the ~~evolution of Network Function Virtualization ("NFV")~~<u>global communications community</u> by ~~(a)~~<u>creating and developing reference cloud infrastructure models, architectures, tools, and programs to deliver network services faster, more reliably, and securely.</u>

   b. <u>Anuket develops open reference infrastructure models, architectures, tools, and programs. Open source software developed within the project will leverage OSI-approved licenses, while documentation, including specifications, will leverage open licenses. The scope of the project includes but is not limited to:</u>

      i. <u>Enabling member communities to align on model, architecture and implementation requirements and specifications for cloud-based communications infrastructure and workloads,</u>

      ii. <u>Supporting open source and open standards communities in the ecosystem,</u>

      iii. ~~Developing~~ <u>an integrated</u> ~~and~~ <u>tested, and validated</u> open software ~~platform~~<u>reference infrastructure</u> (including interfaces to hardware~~)~~ ~~capable~~<u>), with tools</u> of ~~providing such functionality (the "Platform"), (b) contributing changes~~<u>its own design and from upstream testing projects,</u>

      iv. <u>Helping design a conformance framework and validation programs,</u>

      v. <u>Contributing</u> to and influencing upstream projects leveraging the ~~Platform, (c) building~~<u>reference infrastructure,</u>

      vi. <u>Creating</u> new open source components within the ~~Platform~~<u>reference infrastructure</u> where needed, ~~(d) leveraging open implementations to drive an open standards and open-source-based ecosystem for NFV solutions, (e) supporting and maintaining the~~

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a.vii. Supporting ongoing strategic ~~framework of the Platform through the~~activities and evaluating emerging technologies ~~made available by the organization to make the Platform a success, and (f) undertaking such other activities as may from time to time be appropriate~~ to ~~further the purposes and achieve the goals set forth above.~~ foster continued deployment success.

b. ~~The scope of the Project includes software development under an OSI-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 software project.~~

2. Technical Steering Committee

a. The Technical Steering Committee (the "TSC") will be responsible for all technical oversight of the open source Project.

b. TSC Voting Members

i. "~~Startup~~Transition Period": From effective date of ~~creation~~this amendment of ~~OPNFV a Series of LF Projects, LLC~~the Charter, ("Project ~~Launch") until~~Merger") up to but no more than twelve (12) months following Project ~~Launch~~ Merger or such other date as determined by the TSC (such period the "~~Startup~~Transition Period"), the TSC voting members will consist of:

1. 7 seats allocated to the CNTT community (to be determined via a process to be approved by the CNTT technical steering community and governance committee); and

2. 8 seats allocated to the OPNFV community (to be determined via a process to be approved by those individuals ~~listed as TSC voting members on wiki.opnfv.org as of December 31, 2017.~~that comprised the OPNFV TSC immediately prior to the start of the Transition Period).

~~i.~~ii. The list of voting members of the TSC will be maintained on wiki.anuket.io~~.opnfv.org~~.

~~ii.~~iii. "Steady State": After the Startup Period, the size, makeup and procedure for determining voting members of the TSC will be as determined by the TSC and documented within a TSC procedures document (the "TSC Procedures Document") and on wiki.~~opnfv.org~~anuket.io.

c. Any meetings of the Technical Steering Committee are intended to be open to the public, and can be conducted electronically, via teleconference, or in person.

d. TSC projects generally will involve Contributors and Committers. The TSC may adopt or modify roles so long as the roles are documented on wiki.~~opnfv.org~~anuket.io. Unless otherwise documented:

   i. Contributors include anyone in the technical community that contributes code, documentation, or other technical artifacts to the Project;

   ii. Committers are Contributors who have earned the ability to modify ("commit") source code, documentation or other technical artifacts in a project's repository; and

   iii. A Contributor may become a Committer by a majority approval of the existing Committers. A Committer may be removed by a majority approval of the other existing Committers.

e. Participation in the Project through becoming a Contributor and Committer is open to anyone so long as they abide by the terms of this Charter.

f. The TSC may (1) establish ~~work flow~~workflow procedures for the submission, approval, and closure/archiving of projects, (2) set requirements for the promotion of Contributors to Committer status, as applicable, and (3) amend, adjust, refine and/or eliminate the roles of Contributors, and Committers, and create new roles, and publicly document any TSC roles, as it sees fit.

g. The TSC elects a TSC Chair, who will preside over meetings of the TSC and will serve until their resignation or replacement by the TSC. The TSC Chair, or any other TSC member so designated by the TSC, will serve as (a) the Project's representative to the Technical Advisory Committee ("TAC") of the LF Networking Fund of The Linux Foundation ("LFN") and (b) the primary communication contact between the Project and the LFN. The TSC Chair will have responsibility for providing input on Project resource requirements to the TAC. The TSC may also elect a co-chair or vice chair who will share responsibilities with the Chair.

h. Responsibilities: The TSC will be responsible for all aspects of oversight relating to the Project, which may include:

   i. coordinating the technical direction of the Project;

   ii. approving project or system proposals (including, but not limited to, incubation, deprecation, and changes to a sub-project's scope);

   iii. organizing sub-projects and removing projects;

   iv. creating sub-committees or working groups to focus on cross-project technical issues and requirements;

     v.   appointing representatives to work with other open source or open standards communities;

     vi.   establishing community norms, workflows, issuing releases, and security issue reporting policies;

     vii.   approving and implementing policies and processes for contributing (to be published on wiki.anuket.ioopnfv.org) and coordinating with the Series Manager to resolve matters or concerns that may arise as set forth in Section 7 of this Charter;

     viii.   amending the TSC Procedures Document and other policies and documents of the TSC;

     ix.   approving license exceptions under Section 7;

     x.   discussions, seeking consensus, and where necessary, voting on technical matters relating to the code base that affect multiple projects; and

     xi.   coordinating any marketing, events, or communications regarding the Project with the LF Projects Manager or their designee.

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 a majority 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 Series Manager for assistance in reaching a resolution.

4. **Compliance with Policies**

    a.   This Charter is subject to the Series Agreement for the Project and the Operating Agreement of LF Projects. Contributors will comply with the policies of LF Projects as may be adopted and amended by LF Projects, including, without limitation the policies listed at https://lfprojects.org/policies/.

b. The TSC may adopt a code of conduct ("CoC") for the Project, which is subject to approval by the Series Manager. Contributors to the Project will comply with the CoC or, in the event that a Project-specific CoC has not been approved, the LF Projects Code of Conduct listed at https://lfprojects.org/policies/.

c. When amending or adopting any policy applicable to the Project, LF Projects will publish such policy, as to be amended or adopted, on its web site at least 30 days prior to such policy taking effect; provided, however, that in the case of any amendment of the Trademark Policy or Terms of Use of LF Projects, any such amendment is effective upon publication on LF Project's web site.

d. 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.

e. 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 easily visible to all. Any potential violations of this requirement should be reported immediately to the LF Projects Manager.

5. **Community Assets**

    a. LF Projects will hold title to all trade or service marks used by the Project ("Project Trademarks"), whether based on common law or registered rights. Project Trademarks will be transferred and assigned to LF Projects to hold on behalf of the Project. Any use of any Project Trademarks by participants in the Project will be in accordance with the license from LF Projects and inure to the benefit of LF Projects.

    b. The Project will, as permitted and in accordance with such license from LF Projects, develop and own all Project GitHub and social media accounts, and domain name registrations created by the Project community.

    c. Under no circumstances will LF Projects be expected or required to undertake any action on behalf of the Project that is inconsistent with the tax-exempt status or purpose, as applicable, of LFP, Inc. or LF Projects, LLC.

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 LF Projects, LFP, Inc. and other partner organizations in the open source software community; and

ii. respect the rights of all trademark owners, including any branding and trademark usage guidelines.

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., all code contributions to the Project are subject to the following:

      i. All new inbound code contributions to the Project must be made using the Apache License, Version 2.0 (available here: **https://www.apache.org/licenses/LICENSE-2.0**) (the "Project License").

      ii. All new inbound code contributions must also be accompanied by a Developer Certificate of Origin (~~http://developercertificate.org~~http://developercertificate.org) sign-off in the source code system that is submitted through a TSC-approved contribution process which will bind the authorized contributor and, if not self-employed, their employer to the applicable license;

      iii. All outbound code will be made available under the Project License.

      iv. Documentation and specifications will be received and made available by the Project under the Creative Commons Attribution 4.0 International License (available at ~~http://creativecommons.org/licenses/by/4.0/)~~http://creativecommons.org/licenses/by/4.0/).

      v. 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. To request an exception, please describe the contribution, 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 a majority vote of the entire TSC. Contributed files should 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 a two-thirds vote of the entire TSC and is subject to approval by LF Projects.

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