

# **BYLAWS OF THE ownCloud FOUNDATION**

## **ARTICLE I. PURPOSES**

The ownCloud Foundation promotes the global development, distribution and adoption of the ownCloud platform, serving as the Open Source Standard for File Sync and Share and incorporating any other decentralized data sharing capabilities like Contacts, Calendar, Mail, News, and Internet of Things Data. As the global independent home for ownCloud, the Foundation serves more than 9 Million users and 1000 developers in over 190 countries around the world.

The goal of the ownCloud Foundation is to serve developers, users and the entire ecosystem globally by providing a set of shared resources to grow the footprint of public, private and Enterprise ownClouds, enable technology vendors targeting the platform and assist developers in producing the best decentralized cloud platform in the industry.

Like the software, individual and contributor membership within the ownCloud Foundation is free and accessible to anyone. Organization Members pay a yearly membership fee to help fund the Foundation. All Members are expected to participate in the ownCloud community through technical contributions or community building efforts.

The ownCloud Foundation is a nonprofit non-stock Foundation (“Foundation”) whose purpose is to develop, support, protect, and promote the open source project which is known as the ownCloud Project as defined in these Bylaws. 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) Contributors and (iii) Organizations. The Board of Directors („Board“) shall have the authority to create, with a majority a new class of members for government and academic members, if so desired.

### 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 Organizations.

(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.

(d) Individual Members are free of charge and have no voting rights.

## 2.3 Contributor Members

- (a) Contributors are Individual Members who have signed a Contributor License Agreement for the ownCloud Project („CLA“)
- (b) There shall be no limit on the number of Individual Members
- (c) Contributor members shall qualify as board members if they have at least one accepted pull request to the ownCloud Project covered by the CLA
- (d) The application, admission, withdrawal and termination of Organizations is set forth in the membership policy attached as Appendix 2 (“Contribution Member Policy”).
- (e) Contributor members are free of charge.

## 2.4 Organization Members

- (a) Organization Members may be business entities, academic institutions, government agencies, or any other legal person.
- (b) The application, admission, withdrawal and termination of Organization Members is set forth in the membership policy attached as Appendix\_3 (“Organization Member Policy”).
- (c) There shall be no limit on the number of Organization Members.
- (d) Organization members which are incorporated, at the time of applying for membership, or at the beginning of a new fiscal year, less then 24 months (Startups) pay \$1000 per year. Organization members which are incorporated longer pay \$5000 per year. For Government and educational organizations the membership fee is waived on request, till the board acts on a special class for such organizations. Organization members who join after June 30th in any given fiscal year are charged 50% of the membership fees in the same year.

2.5 Affiliation Limits. Organization Members may not belong to an Affiliated Group. An Affiliated Group means that for Members that are business entities, one entity is "Controlled" by the other entity. "Controlled" or "Control" means one entity owns, directly or indirectly, more than 50% of the voting securities of the Controlled entity which vote for the election of the board of directors or other managing body of an entity, or which is under common control with the Controlled entity. An Affiliated Group does not apply to government agencies, academic institutions or individuals.

## **ARTICLE III. MEMBERSHIP MEETINGS**

3.1 Location of Meetings. All meetings of the Members shall be held at such place (if any) within or without the State of Delaware as may be determined from time to time by the Board of Directors or, if not determined by the Board of Directors, by the Chairman of the Board, or the Executive Director; provided that the Board of Directors may, in its sole discretion, determine that any meeting of Members shall not be held at any place but shall be held solely by means of remote communication in accordance with Section 3.13.

3.2 Special Meetings. Special meetings of (a) all of the classes of Members may be called at any time by (i) four members of the Board of Directors, (ii) the Chairman of the Board, (iii) the

Executive Director, (iv) the holders of record of not less than 25% of the Contributor Members, or (b) for a class of Members, (i) four members of the Board of Directors, (ii) the Chairman of the Board, (iii) the Executive Director, (iv) for any Member class, the holders of record of not less than 25% of such Member class. Special meetings may be called to conduct business for any purpose or purposes prescribed in the notice of the meeting and shall be held on such date and at such time as the Board may fix. Business transacted at any special meeting of all of the Members or a particular class of Member shall be confined to the purpose or purposes stated in the notice of meeting.

### 3.3 Notice of Meetings.

(a) Written notice of any annual meeting of all members or individual member classes shall be given not less than 30 nor more than 60 days before the date on which the meeting is to be held, to each Member entitled to vote at such meeting as of the record date fixed by the Board of Directors, except as otherwise provided herein or as required by law (meaning here and hereafter, as required from time to time by the Delaware Corporate Law). The notice of any meeting shall state the date and hour of the meeting, and the means of remote communication, if any, by which Members and proxy holders may be deemed to be present in person and vote at such meeting.

(b) Written notice of a special meeting of Members shall be given not less than 10 nor more than 60 days before the date on which the meeting is to be held, to each Member entitled to vote at such meeting as of the record date fixed by the Board of Directors, except as otherwise provided herein or as required by law (meaning here and hereafter, as required from time to time by the Delaware Corporate Law). The notice of any meeting shall state the place, if any, date and hour of the meeting, and the means of remote communication, if any, by which Members and proxy holders may be deemed to be present in person and vote at such meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called.

(c) Notice to Members may be given by personal delivery, mail, or, with the consent of the Member entitled to receive notice, by facsimile, email or other means of electronic transmission as provided in Section 6.8. An affidavit of the secretary or an assistant secretary of the Foundation that the notice has been given by personal delivery, by mail, or by a form of electronic transmission shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

(d) Notice of any meeting of Members need not be given to any Member if waived by such Member either in a writing signed by such Member or by electronic transmission, whether such waiver is given before or after such meeting is held. If such a waiver is given by electronic transmission, the electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the Member.

### 3.6 Voting List.

(a) The Secretary of the Foundation shall prepare at least (i) 30 days before each annual meeting of the Members, or (ii) within two (2) days of the notice of the annual meeting of the Members as provided in Section 3.5 (whichever is shorter), a complete list of the Members of the relevant class entitled to vote at the meeting arranged in alphabetical order for each class of Member, and showing the mailing address of each Member of the relevant class solely for the purposes permitted under Delaware Corporate Law. Such list shall be treated as

confidential. The list shall only include active Members of the class and shall not include any Members who have resigned or been terminated. The Board of Directors shall develop a process for determining the right of Members to appeal their inclusion on any such list. Such list shall be open to the examination of any Member of the class, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 30 days prior to the meeting or the shorter period provided above in the manner provided by law. If the meeting is held at a place, the list shall be produced and kept at the time and place of the meeting during the whole time of the meeting, and may be examined by any Member of the class who is present. If the meeting is to be held solely by means of remote communication, such list shall also be open to the examination of any Member of the class during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. The list shall be the only evidence as to the Members of the class who are entitled to examine the list required by this Section 3.6(a) or to vote in person or by proxy at the relevant annual meeting.

(b) The Secretary shall prepare, at least two days after providing notice of a special meeting of the Members, a complete list of the Members entitled to vote at the meeting, arranged in alphabetical order for each class of Member, and showing the mailing address of each Member. Such list shall be open to the examination of any Member, for any purpose germane to the meeting, during ordinary business hours, for the period between the notice but prior to the meeting, in the manner provided by law. If the meeting is held at a place, the list shall be produced and kept at the time and place of the meeting during the whole time of the meeting, and may be examined by any Member who is present. If the meeting is to be held solely by means of remote communication, such list shall also be open to the examination of any Member during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. The list shall be the only evidence as to the Members who are entitled to examine the list required by this Section 3.6(b) or to vote in person or by proxy at the relevant meeting.

3.7 Quorum. Except as otherwise provided by law or these Bylaws, the holders of a majority of the Members of the relevant class entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business. Where a separate vote by a class or classes is required, a majority of the Members of such class or classes present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter except as provided below. The quorum for an annual or special meeting of the Individual Members shall be 10% of the Individual Members.

3.8 Adjournments. Any meeting of the Members or any class of Members may be adjourned to any other time and to any other place at which a meeting of the Members or such class of Members may be held under these Bylaws by the chairman of the meeting or, in the absence of such person, by any officer entitled to preside at or to act as secretary of such meeting, or by a majority of the Members or class of Members present or represented at the meeting and entitled to vote, although less than a quorum. When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the date, time and place, if any, thereof, and the means of remote communication, if any, by which the relevant Members may be deemed to be present in person and vote at such adjourned meeting, are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than 30 days after the date for which the meeting was originally noticed, or if the Board of Directors fixes a new record date for the adjourned meeting in accordance with Section 3.8, written notice of the place, if any,

date and time of the adjourned meeting and the means of remote communication, if any, by which Members and proxy holders may be deemed to be present in person and vote at such adjourned meeting, shall be given in conformity herewith. At the adjourned meeting, the Members may transact any business which might have been transacted at the original meeting.

### 3.9 Voting and Proxies.

(a) Each Contributor Member whose effective date of membership is earlier than thirty (30) days after the effective date of the filing of the Certificate of Incorporation of the Foundation (“COI Effective Date”) may vote immediately after he or she becomes an Contributor Member. Each Contributor Member whose effective date of membership is more than thirty (30) days after the COI Effective Date shall be eligible to vote 90 days after the effective date of his or her membership. Each Contributor Member shall have one vote at any meeting of Contributor Members and for election of the Contributor Directors, the Contributor Members shall have the option to vote for Contributor Directors on a cumulative basis.

(b) Each Organization Member shall have one vote at any meeting of the Organization Members.

(d) Each Member entitled to vote at a meeting of Members may vote in person or may authorize any other person or persons to vote or act for such Member by a written proxy executed by the Member or by an electronic transmission permitted by law and delivered to the Secretary. No Member may authorize more than one proxy for a particular meeting; the authorization of a new proxy for a meeting by a Member automatically revokes all prior proxies for the same meeting. Any copy, facsimile transmission or other reliable reproduction of the writing or electronic transmission created pursuant to this section may be substituted or used in lieu of the original writing or electronic transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile transmission or other reproduction shall be a complete reproduction of the entire original writing or electronic transmission.

### 3.10 Action at Meeting.

(a) Except as otherwise provided in these Bylaws, at any meeting of Members or class of Members for the election of one or more directors at which a quorum is present, the election shall be determined by a plurality of the votes cast by the Members or class of Members entitled to vote at the election.

(b) All other matters shall be determined by a majority of votes of the class of Members or Members present in person or represented by proxy and entitled to vote on the matter (or if there are two or more classes of Members entitled to vote as separate classes, then in the case of each such class, a majority of the Members of each such class present in person or represented by proxy and entitled to vote on the matter shall decide such matter), provided that a quorum is present, except when a different vote is required by express provision of law or these Bylaws.

(c) All voting, including on the election of directors, but excepting where otherwise required by law, may be by a voice vote for in person meetings; provided, however, that upon demand therefor by a Member entitled to vote or the Member’s proxy, a vote by ballot shall be taken. Each ballot shall state the name of the Member or proxy voting and such other information as may be required under the procedure established for the meeting. The Foundation may, and to the extent required by law, shall, in advance of any meeting of Members or class of Members, appoint one or more inspectors to act at the meeting and make a written report thereof. In addition, at the written request to the Secretary within three (3) days of any Member meeting by at least (i) one third of the Contributor Members (ii) one third of Organization Members, the Foundation shall designate one or more persons as an inspector. If no inspector or

alternate is able to act at a meeting of the Members or class of Members, the person presiding at the meeting may, and to the extent required by law, shall, appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath to faithfully execute the duties of inspector with strict impartiality and according to the best of his ability.

3.11 Conduct of Business. At every meeting of the class of Members or the Members, the Chairman of the Board, or, in his absence, such other person as may be appointed by the Board of Directors, shall act as chairman. The Secretary of the Foundation or a person designated by the chairman of the meeting shall act as secretary of the meeting. Unless otherwise approved by the chairman of the meeting, attendance at the annual meeting is restricted to the Members of the relevant class, persons authorized in accordance with Section 3.9 of these Bylaws to act by proxy, and officers of the Foundation.

The chairman of the meeting shall call the meeting to order, establish the agenda, and conduct the business of the meeting in accordance therewith or, at the chairman's discretion, the business of the meeting may be conducted otherwise in accordance with the wishes of the Members in attendance. The date and time of the opening and closing of the polls for each matter upon which the relevant Members will vote at the meeting shall be announced at the meeting.

3.12 Member Action Without Meeting. Any action which may be taken at any annual or special meeting of the Members may be taken without a meeting and without prior notice, if a consent in writing, setting forth the actions so taken, is signed by the Members having not less than the minimum number of votes of Members that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. In particular, the annual or special meeting of the Individual Members to elect Individual Directors may be conducted by a vote over a period of five calendar days, commencing on a Monday to solicit consent from the Individual Members. All such consents shall be filed with the Secretary and shall be maintained in the corporate records. Prompt notice of the taking of a corporate action without a meeting by less than unanimous written consent shall be given to those Members of the relevant class who have not consented in writing.

An electronic transmission consenting to an action to be taken and transmitted by a Member, or by a proxy holder or other person authorized to act for a Member, shall be deemed to be written, signed and dated for the purpose of this Section 3.12, provided that such electronic transmission sets forth or is delivered with information from which the Foundation can determine (a) that the electronic transmission was transmitted by the Member or by a person authorized to act for the Member and (b) the date on which such Member or authorized person transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the Foundation by delivery to its registered office in the State of Delaware, its principal place of business or the Secretary, an officer or agent of the Foundation having custody of the books in which proceedings of meetings of the Members are recorded.

3.13 Meetings by Remote Communication. If authorized by the Board of Directors, and subject to such guidelines and procedures as the Board may adopt, Members and proxy holders not physically present at a meeting of Members may, by means of remote communication, participate in the meeting and be deemed present in person and vote at the meeting, whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (a) the Foundation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a Member or proxy holder, (b) the Foundation shall implement reasonable measures to provide such Members and proxy holders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (c) if any Member or proxy holder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Foundation.

## **ARTICLE IV. BOARD OF DIRECTORS**

### 4.1 General Powers.

(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 ownCloud Project (as defined below) shall be managed by the Technical Working Group as set forth in Section 4.13. The management of the technical matters for the ownCloud Project is designed to be a technical meritocracy. The “ownCloud Project” shall consist of any projects covered by the CLA and of such projects determined by the Technical Working Group with a 2/3 majority.

(ii) The Technical Workinggroup 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 ownCloud Software.

(iii) If the process for determining the Trademark Designated ownCloud Software has been approved as provided in the Coordination Procedures, the Trademark Designated ownCloud Software shall be determined by the Board of Directors.

### 4.2 Number and Term of Office.

(a) The Board shall not exceed seven members.

(b) ownCloud, Inc. and ownCloud GmbH, or any successors of those two entities, can jointly appoint one Director. If the these entities do not agree on an appointment the entity which employs, on the date of the appointment more contributor members will have the right to appoint. If there is no such successor such appointment shall not happen and the Board can decide which Member Class shall elect an additional Director.

(c) The Contributor Members shall elect two Directors

(d) Initially all Contributor Members with a recorded CLA by May 15th 2016, or by being an employee of ownCloud, Inc., ownCloud GmbH or an employee of a subcontractor of such entities, have the right to vote for two Directors.

Such candidates shall announce their candidacy till June 20th 2016 and shall be elected till July 15th 2016 and appointed immediately to the Board.

The Board will regulate the details of the voting process by June 10th 2016.

(e) The Organization members shall appoint four Directors. This happens through the election of Organization members who will appoint such Directors in their own discretion.

(f) Initially such Organization members who appoint a Director will be appointed by ownCloud, Inc. till July 15th 2016. 2 of such appointees will come up for reelection by July 15th 2017, with the voting process starting by June 20th 2017. The other 2 appointees will come up for reelection in the following year, following the same voting cycle or as otherwise determined by the Board. The terms for each appointed Director will be determined by drawing lots.

(g) The Board will regulate further election details for the Organization Member Directors till May 30th 2017

(h) The term of each elected Director is 2 years.

4.3 Resignation. Any director may resign by delivering notice in writing or by electronic transmission to the Executive Director, Chairman of the Board or 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.

4.4 Removal. An appointed Director may be removed from office at any time, with or without cause, as provided by Section 4.17 or by the Organization Member who appointed such Director. The Director appointed by ownCloud, Inc. and ownCloud, GmbH may be removed from office at any time, with or without cause, by the organization who appointed such Director. The Contributor Directors and Organizational Directors may be removed by the Board of Directors for Cause and as provided in Section 4.17. Cause shall be defined as follows: (i) failure to attend three consecutive Board meetings, (ii) failure to attend more than half of the Board meetings within any twenty-four month period, (iii) breach of the Code of Conduct, (iv) declaration of unsound mind by a final order of court or (v) conviction of a felony.

4.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place, either within or without the State of Delaware, as shall be determined from time to time by the Board of Directors on the dates and times determined as set forth below. The meetings of the Board of Directors will be held no less often than quarterly. Any director who is absent when such a determination is made shall be given notice of the determination. The Board shall, on an annual basis, establish the dates and times of the regular quarterly meetings and the Secretary shall give prompt written notice of the schedule to each director then in office.

4.6 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the Executive Director or two thirds of the directors currently in office and may be held at any time and place, within or without the State of Delaware.

4.7 Notice of Special Meetings. Notice of any special meeting of directors shall be given to each director by whom it is not waived by the Secretary or by the officer or one of the directors calling the meeting. Notice shall be duly given to each director by whom it is not waived by (a) giving notice to such director in person or by telephone, electronic transmission or voice message system at least 72 hours in advance of the meeting, (b) sending a facsimile to his last known facsimile number, or delivering written notice by hand to his last known business or home address, at least 72 hours in advance of the meeting, or (c) mailing written notice to his last known business or home address at least five days in advance of the meeting. A notice or waiver of notice of a meeting of the



Board of Directors need not specify the purposes of the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

4.8 Participation in Meetings by Telephone Conference Calls or Other Methods of Communication. Directors or any members of any committee designated by the directors may participate in a meeting of the Board of Directors or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

4.9 Quorum. A majority of the total number of directors in office shall constitute a quorum at any meeting of the Board of Directors. In the absence of a quorum at any such meeting, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or at a meeting of a committee which authorizes a particular contract or transaction.

4.10 Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action, unless a different vote is specified by law or these Bylaws.

4.11 Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee of the Board of Directors may be taken without a meeting if all members of the Board or committee, as the case may be, consent to the action in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

#### 4.13 Technical Working Group

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

(b) (i) The Technical Working Group shall have the authority to manage the ownCloud Project, including the authority to determine the scope of the ownCloud Technical Working Group Approved Release subject to the procedures set forth below. No changes to the ownCloud Technical Working Group Approved Release which deletes all or part of the then current Trademark Designated ownCloud Software. shall be approved by the Technical Working Group 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 ownCloud 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 Working Group of the issue. If the Technical Working Group does not take reasonable steps to mitigate the risk (such as ceasing distribution of such software as part of the Trademark Designated ownCloud 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 ownCloud trademarks.

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

(d) The original chair of the Technical Working Group is appointed by ownCloud, Inc.

(e) When the term of such appointed chair ends the Technical Working Group shall determine the procedures for nominating a member to become the chair of the Technical Working Group. The Board of Directors shall have the authority to approve the Technical Working Group chair, as nominated by the Technical Working Group, and shall approve the chair proposed by the Technical Working Group absent Cause.

(f) The term of the chair of the Technical Working Group shall terminate upon the death, resignation, removal or failure to be re-elected to the Technical Working Group. The chair of the Technical Working Group may be removed by the majority of the other members of the Technical Working Group (not including such chair) for Cause as defined below. The procedures for such removal shall be determined by the Technical Working Group. Cause shall include (i) failure to attend more than half of the Technical Working Group 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 Working Group does not remove the chair of the Technical Working Group for Cause, the Board of Directors may request that the Technical Working Group reconsider this decision. If the Technical Working Group does not remove the Technical Working Group chair within thirty (30) days of notice from the Board of Directors, the Board of Directors may vote to remove the Technical Working Group chair for Cause. Notwithstanding removal of the Technical Working Group Chair by the Board under this Section, the individual may continue to be a member of the Technical Working Group unless the Technical Working Group removes the individual from the Technical Working Group.

4.14 The Board can create other Working Groups by majority vote.

4.15 Director Diversity.

(a) One of the methods which the Members have chosen to ensure the technical meritocracy of the ownCloud Project is to ensure diversity in managing the ownCloud Project. This diversity shall be implemented by limiting the relationships between the Members, the Board of Directors and the Technical Working Group. No more than two directors shall be Affiliated (the "Director Diversity Requirement").

(b) For the purposes of the Director Diversity Requirement, the term "Affiliated" or "Affiliation" in the Bylaws is defined as follows:

(i) relationships between Members who are business entities and Members who are individuals (whether Organizational Members or Contributor Members), the individual is a (i) board member, officer or employee of the business entity or its Affiliated Group (as defined in Section 2.5) or (ii) an independent contractor to the business entity or its Affiliated Group who has earned more than \$60,000 in the most recent twelve month period; or

(ii) relationship between Members who are all individuals, the individuals are (a) independent contractors who have earned more than \$60,000 in the most recent twelve

month period from the Affiliated Group (b) board members of one or more entities in the Affiliated Group (c) officers of one or more entities in the Affiliated Group or (d) employees of one or more entities in the Affiliated Group.

The final determination of Affiliation shall be made by the Board of Directors without the vote of the directors who are alleged to have been Affiliated.

(c) No director may take office if the addition of the director would cause a violation of the Director Diversity Requirement. If the new director is a Organizational Director the Organizational Member 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 Contributor Members, then the individual having the next highest number of votes whose admission would not cause a violation of the Director Diversity Requirement shall 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.

4.16 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.

4.17 Nomination of Contributor Director Candidates. Nominations for Individual Directors must be submitted to the Secretary in writing, signed by a minimum of ten (10) Contributor Members no later than thirty (30) days prior to the start of the election of the Contributor Directors. The Secretary shall promptly publish the names of all properly nominated persons to the Foundation website.

4.18 Code of Conduct. The directors, officers, employees, members of the Technical Working Group 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.

4.19 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:

Christian Schmitz, ownCloud GmbH

4.20 The Executive Director shall determine if ownCloud, Inc. or ownCloud GmbH, or any successor thereof have **not** released a version of the ownCloud Software under an Open Source license for more than 12 months. A Board resolution proposed by the Executive Director shall then initiate the rights of the ownCloud Foundation under the ownCloud licensing agreement and decide with a three quarters majority vote whether the Open Source license of the ownCloud software shall be changed.

4.21 Dissolving The ownCloud Foundation requires an unanimous vote of the board. Such vote must be approved by a majority of the Contributor Members and a majority of the Organization

Members. In the case of dissolution of the foundation, all licensed rights and assets go to ownCloud, Inc. or successor. If such does not exist to ownCloud GmbH or successor. If such does not exist to another Open Source Foundation determined by the Chairman of the Board.

## **ARTICLE V. OFFICERS**

5.1 Enumeration. The officers of the Foundation shall consist of an Executive Director who shall act as Chief Executive Officer and a Secretary as well as such other officers with such other titles as the Board of Directors shall determine, including, at the discretion of the Board of Directors, a Chairman of the Board and one or more Vice Presidents and Assistant Secretaries. The Board of Directors may appoint such other officers as it may deem appropriate.

5.2 Election. Officers shall be appointed annually by the Board of Directors at its first meeting. Officers may be appointed by the Board of Directors at any other meeting.

5.3 Qualification. No officer need be a Member. Any two or more offices may be held by the same person.

5.4 Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws, each officer shall hold office until his successor is elected and qualified, unless a different term is specified in the vote appointing the officer, or until his earlier death, resignation or removal.

5.5 Resignation and Removal. Any officer may resign by delivering his written resignation to the Foundation at its principal office or to the Executive Director or 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. Any officer elected by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors.

5.6 Chairman of the Board.

(a) The Board of Directors may elect a Chairman of the Board from among the directors. If the Board of Directors elects a Chairman of the Board, he shall perform such duties and possess such powers as are assigned to the Chairman by the Board of Directors and these Bylaws. Unless otherwise provided by the Board of Directors, he shall preside at all meetings of the Board of Directors. The term of the Chairman of the Board shall not exceed two years. An individual may be elected Chairman of the Board for consecutive or non-consecutive, multiple terms.

(b) The Board of Directors may elect a Vice Chairman of the Board from among the directors. If the Board of Directors elects a Vice Chairman of the Board, he shall perform such duties and possess such powers as are assigned by the Chairman by the Board of Directors and, in the absence, of the Chairman of the Board, he shall serve as the Chairman of the Board as provided by the resolutions of the Board and these Bylaws. In the absence of the Chairman of the Board, he shall preside at all meetings of the Board of Directors. The term of the Vice Chairman of the Board shall not exceed two years. An individual may be elected Vice Chairman of the Board for consecutive or non-consecutive, multiple terms.

5.7 Executive Director. The Executive Director who shall be the Chief Executive Officer of the Foundation shall, subject to the direction of the Board of Directors, have general supervision, direction and control of the business and the officers of the Foundation. He shall preside at all meetings of the Members and, in the absence or nonexistence of a Chairman of the Board, at all meetings of the Board of Directors. He shall have the general powers and duties of management usually vested in the chief executive officer of a corporation, including general supervision, direction and control of the business and supervision of other officers of the Foundation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

5.8 Chief Operating Officer and Vice Presidents. (a) The Chief Operating Officer shall perform such duties and possess such powers as the Board of Directors or the Executive Director may from time to time prescribe. In the absence or nonexistence of an Executive Director, he shall preside at all meetings of the Members and , in the absence or nonexistence of a Chairman of the Board and the Executive Director, at all meetings of the Board of Directors. In the event of the absence, inability or refusal to act of the Executive Director, the Chief Operating Officer shall perform the duties of the Executive Director and when so performing shall have all the powers of and be subject to all the restrictions upon the Executive Director. (b) Any Vice President shall perform such duties and possess such powers as the Board of Directors, the Executive Director or the Chief Operating Officer may from time to time prescribe. In the event of the absence, inability or refusal to act of the Executive Director or the Chief Operating Officer, the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the Executive Director or the Chief Operating Officer, as appropriate, and when so performing shall have all the powers of and be subject to all the restrictions upon such officer.

5.9 Secretary and Assistant Secretaries. The Secretary shall perform such duties and shall have such powers as the Board of Directors or the Executive Director may from time to time prescribe. In addition, the Secretary shall perform such duties and have such powers as are set forth in these Bylaws and as are incident to the office of the Secretary, including, without limitation, the duty and power to give notices of all meetings of Members and special meetings of the Board of Directors, to keep a record of the proceedings of all meetings of Members and the Board of Directors and prepare lists of Members and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the Executive Director or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretaries in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

In the absence of the Secretary or any Assistant Secretary at any meeting of the Members or directors, the person presiding at the meeting shall designate a temporary secretary to keep a record of the meeting.

5.10 Salaries. Officers of the Foundation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

5.11 Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

## **ARTICLE VI. GENERAL PROVISIONS**

6.1 Fiscal Year. The fiscal year of the Foundation shall be as fixed by the Board of Directors. Initially it will be from January 1st till December 31st of each year.

6.2 Corporate Seal. The corporate seal shall be in such form as shall be approved by the Board of Directors.

6.3 Waiver of Notice. Whenever any notice whatsoever is required to be given by law, by the Certificate of Incorporation or by these Bylaws, a waiver of such notice either in writing signed by the person entitled to such notice or such person's duly authorized attorney, or by electronic transmission or any other method permitted under the Delaware Corporate Law, whether before, at or after the time stated in such waiver, or the appearance of such person or persons at such meeting in person or by proxy, shall be deemed equivalent to such notice. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting shall constitute waiver of notice except attendance for the sole purpose of objecting to the timeliness or manner of notice.

6.4 Evidence of Authority. A certificate by the Secretary, or an Assistant Secretary, or a temporary Secretary, as to any action taken by the Members, directors, a committee, or working group or any officer or representative of the Foundation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

6.5 Certificate of Incorporation. All references in these Bylaws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the Foundation, as amended and in effect from time to time.

6.6 Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

6.7 Pronouns. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

6.8 Notices. Except as otherwise specifically provided herein or required by law, all notices required to be given to any Member, director, officer, employee or agent of the Foundation shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mails, postage paid, or by sending such notice by commercial courier service, or by facsimile or other electronic transmission as provided below. Any such notice shall be addressed to such Member, director, officer, employee or agent at his last known address as the same appears on the books of the Foundation. The time when such notice shall be deemed to be given shall be the time such notice is received by such Member, director, officer, employee or agent, or by any person accepting such notice on behalf of such person, if delivered by hand, facsimile, other electronic transmission or commercial courier service, or the time such notice is dispatched, if delivered through the mails. Without limiting the manner by which notice otherwise may be given effectively, notice to any Member shall be deemed given: (a) if by facsimile, when

directed to a number at which the Member has consented to receive notice, (b) if by electronic mail, when directed to an electronic mail address at which the Member has consented to receive notice, (c) if by a posting on an electronic network together with separate notice to the Member of such specific posting, upon the later of (i) such posting and (ii) the giving of such separate notice, (d) if by any other form of electronic transmission, when directed to the Member, and (e) if by mail, when deposited in the mail, postage prepaid, directed to the Member at such Member's address as it appears on the records of the Foundation.

6.9 Reliance Upon Books, Reports and Records. Each director, each member of any committee designated by the Board of Directors, and each officer of the Foundation shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the Foundation, as provided by law, including reports made to the Foundation by any of its officers, by an independent certified public accountant, or by an appraiser selected with reasonable care.

6.10 Time Periods. In applying any provision of these Bylaws which require that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the performance of the act shall be excluded, and the day of the event shall be included.

6.11 Facsimile Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Foundation may be used whenever and as authorized by the Board of Directors or a committee thereof.

6.12 Limitation on Activities.

(a) Notwithstanding any other provisions of these Bylaws, the Foundation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(6) of the Code.

(b) No part of the net earnings of the Foundation shall inure to the benefit of, or be distributable to, its Members, directors, officers, or other private persons, except that the Foundation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes of the Foundation.

(c) In the event the Foundation engages in lobbying activities, the Foundation shall comply with the requirements of Section 6033(e) of the Code.

## **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.

(b) The Foundation shall distribute the software in the ownCloud Technical Working Group Approved Release under the [Affero GNU Public License Version 3.0](#) unless changed as provided in Section 9.1

7.2 Licenses and Contribution Agreements for Documentation. The Foundation shall only accept contributions of documentation under a licence approved by the Board of Directors. Initially such license will be the Creative Commons Attribution 3.0 Unported *license* (CC BY 3.0).

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. Such modifications need to be mutually agreed with ownCloud, Inc. and ownCloud GmbH, or any successors thereof. The ownCloud trademarks shall only be used to promote the Foundation, the ownCloud Project or services or products related to the ownCloud Project 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 ownCloud Project, or any part of the ownCloud Project, 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 ownCloud Project or (b) the development and publication (or modification) of a technical roadmap for the ownCloud Project or (c) the determination of the scope of the Trademark Designated ownCloud Software by the Board of Directors as provided in Section 4.1 and the ownCloud Project by the Technical Working Group 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 that require contributors to such Standard to license their intellectual property implemented by the Standard.

## **ARTICLE VIII. ANTITRUST POLICY**

The Antitrust Policy of the Foundation is attached as Appendix 9.

## **ARTICLE IX. AMENDMENT**

9.1 By the Board of Directors. Except as provided in Sections 4.21, these Bylaws may be altered, amended or repealed or new bylaws which may be adopted by the affirmative vote of two-thirds of the directors present at any regular or special meeting of the Board of Directors at which a quorum is also present. In addition to an amendment proposed and approved by the Board of Directors, a proposal to amend these Bylaws may be made by one of the following means: (i) a proposal of the Technical Working Group approved by at least two-thirds (2/3) of individuals serving on the Technical Working Group, (ii) a proposal of the Contributor Members that is approved by at least twentyfive percent (25 %) of the Contributor Members listed in the Contributor Member Registry, (iii) a proposal of the Organizational Members that is approved by at least twentyfive percent (25 %) of the Organizational Members. The proposal must be in writing, must specifically state the proposed language of the Bylaws Section(s) or Appendix as amended, and must be signed by each approving Technical Working Group member, Contributor Member, or Organizational Member, as applicable.



## **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. The rights hereunder shall be contract rights and shall include the right to be paid expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses incurred by a director or officer of the Foundation in his capacity as a director or officer (and not in any other capacity in which service was or is tendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such proceeding, shall be made only upon delivery to the Foundation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately by final judicial decision from which there is no further right to appeal that such director or officer is not entitled to be indemnified under this section or otherwise.

10.2 Right of Claimant to Bring Suit. If a claim under Section 10.1 is not paid in full by the Foundation within 60 days after a written claim has been received by the Foundation, or 20 days in the case of a claim for advancement of expenses, the claimant may at any time thereafter bring suit against the Foundation to recover the unpaid amount of the claim and, if such suit is not frivolous or brought in bad faith, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to this Foundation) that the claimant has not met the

standards of conduct which make it permissible under the Delaware Corporate Law to indemnify the claimant for the amount claimed. Neither the failure of the Foundation (including its Board of Directors, independent legal counsel, or its Members) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the Delaware Corporate Law, nor an actual determination by the Foundation (including its Board of Directors, independent legal counsel or its Members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct. In any suit brought by the Foundation to recover an advancement of expenses pursuant to the terms of an undertaking, the Foundation shall be entitled to recover such expenses upon a final judicial decision from which there is no further right to appeal that the indemnitee has not met any applicable standard for indemnification set forth in the Delaware Corporate Law. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Foundation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, shall be on the Foundation.

10.3 Indemnification of Employees and Agents. The Foundation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and to the advancement of related expenses, to any employee or agent of the Foundation to the fullest extent of the provisions of this Article X with respect to the indemnification of and advancement of expenses to directors and officers of the Foundation.

10.4 Non-Exclusivity of Rights. The rights conferred on any person in this Article X shall not be exclusive of any other right which such persons may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote of Members or disinterested directors or otherwise.

10.5 Indemnification Contracts. The Board of Directors is authorized to enter into a contract with any director, officer, employee or agent of the Foundation, or any person serving at the request of the Foundation as a director, officer, employee or agent of another Foundation, partnership, joint venture, trust or other enterprise, including employee benefit plans, providing for indemnification rights equivalent to or, if the Board of Directors so determines, greater than, those provided for in this Article X.

10.6 Insurance. The Foundation shall maintain insurance to the extent reasonably available, at its expense, to protect itself and any such director, officer, employee or agent of the Foundation or another Foundation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Foundation would have the power to indemnify such person against such expense, liability or loss under the Delaware Corporate Law.

10.7 Effect of Amendment. Any amendment, repeal or modification of any provision of this Article X shall not adversely affect any right or protection of an indemnitee or his successor in respect of any act or omission occurring prior to such amendment, repeal or modification.

# **APPENDICES**

**Appendix 1** Individual Member Policy

**Appendix 2** Contributor Member Policy

**Appendix 3** Organization Member Policy

**Appendix 4** Technical Working Group Member Policy

**Appendix 5** Code of Conduct

**Appendix 6** Community Code of Conduct

**Appendix 7** [Contributor License Agreements](#)

**Appendix 8** [Trademark Policy](#)

**Appendix 9** Antitrust Policy

# **THE ownCloud FOUNDATION INDIVIDUAL MEMBER POLICY**

## **Appendix 1**

### **INDIVIDUAL MEMBER POLICY**

1. Procedures for Admission of Individual Members. Persons who wish to become Individual Members shall apply to the Secretary and provide the information established from time to time by the Board. At a minimum, the application shall include the name of the person, employer, his Affiliations as defined in the Bylaws, statement of interest in the purposes of the Foundation and contact information. After review of the application and execution of an Individual Member Agreement by the applicant, the Executive Director or its designee shall admit the person as an Individual Member and the Secretary shall add the person to the Individual Member Registry. The effective date of membership for an Individual Member shall be the date on which the person is added to the Individual Member Registry.
2. Resignation by Individual Members. Individual Members may resign by giving written notice to the Secretary and the Secretary or another officer designated by the Executive Director will 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.
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 a 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 ownCloud FOUNDATION

## Contributor MEMBER POLICY

### Appendix 2

#### Contributor MEMBER POLICY

1. Procedures for Admission of Contributor Members. Persons who wish to become Contributor Members shall apply to the Secretary and provide the information established from time to time by the Board. At a minimum, the application shall include the name of the person, employer, his Affiliations as defined in the Bylaws, statement of interest in the purposes of the Foundation and contact information. Contributor applicants shall also provide the date of the CLA signed as well as their github account and a link to a successful pull request. After review of the application and execution of an Orgsaniation Member Agreement by the applicant, the Executive Director or its designee shall admit the person as a Contributor Member and the Secretary shall add the person to the Contributor Member Registry. The effective date of membership for a Contributor Member shall be the date on which the person is added to the Contributor Member Registry.

2. Resignation by Contributor Members. Contributor Members may resign by giving written notice to the Secretary and the Secretary or another officer designated by the Executive Director will promptly remove the person from the Contributor Member Registry. The effective date of termination of the Contributor Member shall be the date of removal from the Contributor Member Registry.

3. Termination of Contributor 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 Contributor Member as follows: (i) for violation of the Contributor Member Agreement if the violation is not cured within the period provided in the Contributor Member Agreement, (ii) for violation of the Community Code of Conduct, or (iii) failure to vote in at least 50% of the votes for Contributor 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 Contributor Member. Upon termination as provided above, the Secretary or another officer designated by the Executive Director shall promptly remove the person from the Contributor Member Registry. The effective date of termination of the Contributor Member shall be the date of removal from the Contributor Member Registry.

4. Contributor Member Registry. The Secretary shall publish the list of the names of the Contributor Members but without their contact information. Upon a written request by an Individual Member, Contributor Member or Organizational Member for the purposes permitted by Delaware Corporate Law, the Secretary shall make available the contact information of all Contributor 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 ownCloud FOUNDATION**

## **Organization MEMBER POLICY**

### **Appendix 3**

#### **Organization MEMBER POLICY**

1. Procedures for Admission of Organization Members. Persons who wish to become Organization Members shall apply to the Secretary and provide the information established from time to time by the Board. At a minimum, the application shall include the name of the organization, his Affiliations as defined in the Bylaws, statement of interest in the purposes of the Foundation and contact information of an individual responsible as ownCloud Foundation contact. Organization applicants shall also provide the Organization Member Agreement and specify the yearly membership fees as well as any voluntary sponsorship support they like to provide. Government and Educational organizations can request that the annual membership fee is waived, in this case they need to provide proper support regarding their status as such.

After review of the application and execution of an Organization Member Agreement by the applicant, the Executive Director or its designee shall admit the person as a Organization Member and the Secretary shall add the person to the Organization Member Registry. The effective date of membership for a Organization Member shall be the date on which the person is added to the Organization Member Registry.

2. Resignation by Organization Members. Organization Members may resign by giving written notice to the Secretary and the Secretary or another officer designated by the Executive Director will promptly remove the person from the Organization Member Registry. The effective date of termination of the Organization Member shall be the date of removal from the Organization Member Registry.

3. Termination of Organization 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 Organization Member as follows: (i) for violation of the Organization Member Agreement, including membership fee payment terms, if the violation is not cured within the period provided in the Organization Member Agreement, (ii) for violation of the Community Code of Conduct.

Upon termination as provided above, the Secretary or another officer designated by the Executive Director shall promptly remove the person from the Organization Member Registry. The effective date of termination of the Organization Member shall be the date of removal from the Organization Member Registry.

4. Organization Member Registry. The Secretary shall publish the list of the names of the Organization Members but without their contact information. Upon a written request by an Individual Member, Organization Member or Organizational Member for the purposes permitted by Delaware Corporate Law, the Secretary shall make available the contact information of all Organization 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 ownCloud FOUNDATION TECHNICAL Working Group MEMBER POLICY**

## **Appendix 4**

### **TECHNICAL WORKING GROUP MEMBER POLICY**

1. Membership of Technical Working Group. The Technical Working Group shall initially be appointed by ownCloud, Inc and ownCloud GmbH. Any Contributor Member can propose to be elected into the Technical Working Group, provided that his proposal is supported by 5 other Contributor Members and voted on by a 2/3 majority of the existing Technical Working Group Members. Such votings shall happen once every month.
2. The Chairman of the Technical Working Group can veto any decision by the members of the technical working group in which case the decision will go to the Board for final resolution with a majority vote.
3. Technical Working Group. Except as expressly provided in these Bylaws, the Technical Working Group 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 ownCloud FOUNDATION CODE OF CONDUCT**

## **Appendix 5**

### **CODE OF CONDUCT**

The ownCloud 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 Technical Workinggroup, contract workers, directors and anyone who conducts business with 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.

### **CONFLICTS OF INTEREST**

You should avoid situations in which your personal, family or financial interests conflict or even appear to conflict with those of the Foundation or compromise its interests. You should handle all actual or apparent conflicts of interest between your personal and professional relationships in an honest and ethical manner. Conflicts are not always clear-cut. Examples of actual or potential conflicts of interest are set forth on Appendix A to this Code. A “conflict of interest” exists when a person’s private interest interferes in any way with the interests of the Foundation. A conflict situation can arise when an employee, officer or director takes action or has interests that may make it difficult to perform his or her Foundation work objectively and effectively. Conflicts of interest may also arise when an employee, officer or director, or a member of his or her family, receives

improper personal benefits as a result of his or her position in the Foundation. Loans to, or guarantees of obligations of, employees and their family members may create conflicts of interest.

In addition, employees, officers and directors are prohibited from taking for their own benefit any opportunities that are discovered in the course of their employment or service to the Foundation, except with the consent of the Board of Directors. Employees, officers and directors owe a duty to the Foundation to advance its legitimate interests when the opportunity to do so arises. If you become aware of a conflict or potential conflict of interest, contact the Executive Director for further guidance.

## **DISCLOSURE**

It is of paramount importance to the Foundation that all disclosure in reports and documents filed by the Foundation with any governmental agency or in other public communications made by the Foundation is full, fair, accurate, timely and understandable. All officers, directors, employees and contract workers must take all steps necessary to assist the Foundation in fulfilling these responsibilities, consistent with each person's role in the Foundation. You should give prompt and accurate answers to all inquiries made to you in connection with the Foundation's preparation of public disclosures and reports.

## **CODE OF ETHICS FOR SENIOR OFFICERS**

The Foundation's Executive Director, Secretary and other officers (the "Senior Officers") each bear a special responsibility for promoting integrity throughout the Foundation. Furthermore, the Senior Officers have a responsibility to foster a culture throughout the Foundation as a whole that ensures the fair and timely reporting of the Foundation's results of operation and financial condition and other financial information.

Because of this special role, the Senior Officers are bound by the following Senior Officer Code of Ethics, and each agrees that he or she will:

- Perform his or her duties in an honest and ethical manner.
- Handle all actual or apparent conflicts of interest between his or her personal and professional relationships in an ethical manner.
- Take all necessary actions to ensure full, fair, accurate, timely, and understandable disclosure in reports and documents that the Foundation files with, or submits to, government agencies and in other public communications.
- Take all necessary actions to ensure compliance by such Senior Officers and the Foundation with all applicable laws, rules and regulations of federal, state and local governments.
- Proactively promote and be an example of ethical behavior in the work environment.

## **REPORTING AND COMPLIANCE**

If you become aware of conduct by an officer, director, member of the Technical Workinggroup, employee or contract worker which you believe in good faith is a potential violation of this Code, you should immediately report such conduct to the Executive Director or, if the report concerns the Executive Director, the Chairman of the Board of Directors. You should also report any complaint

or concern regarding the Foundation's financial disclosure, accounting practices, internal accounting controls, or auditing matters, or any concerns regarding any questionable accounting or auditing matters.

Alternatively, if you wish to report such matters **anonymously**, you may mail a description of the concern or complaint to the attention of either the Executive Director or Secretary at the following address: xxx to be included when incorporated

Persons outside the Foundation may also report complaints or concerns the Foundation personnel; such matters should be reported promptly on receipt to the Executive Director or Chairman of the Board.

All reports of complaints or concerns shall be recorded in a log, indicating the description of the matter reported, the date of the report and a brief summary of the disposition. The Executive Director shall promptly report such complaints or concerns to the Chairman of the Board of Directors. The log shall be maintained by the Executive Director and shall be reviewed periodically with the Board of Directors. This log shall be retained for five years.

Allegations of violations of the Code should be made only in good faith and not to embarrass or put someone in a false light. If you become aware of a suspected or potential violation, do not try to investigate or resolve it on your own. Prompt disclosure to the appropriate parties is vital to ensuring a timely and thorough investigation and resolution. You are expected to cooperate in internal or external investigations or alleged violations of the Code.

In response to every report made in good faith of conduct potentially in violation of the Code, the Foundation will undertake an effective and thorough investigation, and if improper conduct is found, the Foundation will take appropriate disciplinary and remedial action. Compliance procedures are set forth in Appendix B to this Code. The Foundation will attempt to keep its discussions with any person reporting a violation confidential to the extent reasonably possible without compromising the effectiveness of the investigation. If you believe your report has not been properly explained or resolved, you may take your concern or complaint to the Chairman of the Board of Directors.

Employees and contract workers are protected by law from retaliation for reporting possible violations of this Code or for participating in procedures connected with an investigation, proceeding or hearing conducted by the Foundation or a government agency with respect to such complaints. The Foundation will take disciplinary action up to and including the termination of any employee or contract worker who retaliates against another employee or contract worker for reporting any of these alleged activities.

## **FURTHER INFORMATION**

Please contact the Executive Director if you have any questions about this Code or require further information.

The most current version of this Code will be posted on the Foundation's website. Any substantive amendment to or waiver of this Code may be made only by the Board of Directors, and will be disclosed, including the reasons for such action, on the Foundation's website as well as via other

means then required by applicable laws and regulations within four days of such action. The Foundation will maintain disclosure relating to such amendment or waiver on the website for at least twelve months and shall retain the disclosure concerning the action for at least 5 years.

## **Appendix A**

The following are examples of conduct that could result in actual or potential conflicts:

- you, or a member of your family, receive improper personal benefits as a result of your position in the Foundation;
- you use the Foundation's property for your personal benefit;
- you engage in activities that interfere with your loyalty to the Foundation or your ability to perform Foundation duties or responsibilities effectively;
- you, or a member of your family, have a financial interest in a customer, supplier or competitor which is significant enough to cause divided loyalty with the Foundation or the appearance of divided loyalty (the significance of a financial interest depends on many factors, such as the size of the investment in relation to your income, net worth and/or financial needs, your potential to influence decisions that could impact your interests, and the nature of the business or level of competition between the Foundation and the supplier, customer or competitor);
- you, or a member of your family, acquire an interest in property (such as real estate, patent or other intellectual property rights) in which you have reason to know the Foundation has, or might have, a legitimate interest;
- you, or a member of your family, receive a loan or a guarantee of a loan from a customer, supplier or competitor (other than a loan from a financial institution made in the ordinary course of business and on an arm's-length basis);
- you divulge or use the Foundation's confidential information – such as financial data, customer information, or computer programs – for your own personal or business purposes;
- you make gifts or payments, or provide special favors, to customers, suppliers or competitors (or their immediate family members) with a value significant enough to cause the customer, supplier or competitor to make a purchase, or take or forego other action, which is beneficial to the Foundation and which the customer, supplier or competitor would not otherwise have taken; or
- you are given the right to buy stock in other companies or you receive cash or other payments in return for promoting the services of an advisor to the Foundation.

## **Appendix B**

### **Compliance Procedures**

Compliance Officer. The Foundation's Compliance Officer is the Executive Director. The Compliance Officer's responsibility is to ensure communication, training, monitoring, and overall compliance with the Code. The Compliance Officer will, with the assistance and cooperation of the

Foundation's officers, directors and managers, foster an atmosphere where employees are comfortable in communicating and reporting concerns and possible Code violations.

**Access to the Code.** The Foundation shall ensure that employees, officers and directors may access the Code on the Foundation's website. In addition, each current employee will be provided with a copy of the Code. New employees will receive a copy of the Code as part of their new hire information. From time to time, the Foundation will sponsor employee training programs in which the Code and other Foundation policies and procedures will be discussed.

**Monitoring.** The Executive Director is the "go to" persons for employee questions and concerns relating to the Code, especially in the event of a potential violation. Employees will immediately report any violations or allegations of violations to the Compliance Officer or as provided below.

**Internal Investigation.** When an alleged violation of the Code is reported, the Foundation shall take prompt and appropriate action in accordance with the law and regulations and otherwise consistent with good business practice. If the suspected violation appears to involve either a possible violation of law or an issue of significant interest to the Foundation, or if the report involves a complaint or concern of any person, whether an employee, a Member or other interested person, regarding the Foundation's financial disclosure, internal accounting controls, questionable auditing or accounting matters or practices or other issues relating to the Foundation's accounting or auditing, then the employee should immediately notify the Compliance Officer, who, in turn, shall notify the Executive Director. If a suspected violation involves any director or executive officer or if the suspected violation concerns any fraud, whether or not material, involving management or other employees who have a significant role in the Foundation's internal controls, any person who received such report should immediately report the alleged violation to the Chairman of the Board of Directors. The Compliance Officer or the Chairman of the Board of Directors, as applicable, shall assess the situation and determine the appropriate course of action, including the conduct of an investigation, as appropriate.

**Disciplinary Actions.** Subject to the following sentence, the Compliance Officer, after consultation with the Board of Directors, shall be responsible for implementing the appropriate disciplinary action in accordance with the Foundation's policies and procedures for any employee who is found to have violated the Code. If a violation has been reported to the Chairman of the Board of Directors, the Board of Directors shall be responsible for determining appropriate disciplinary action. Any violation of applicable law or any deviation from the standards embodied in this Code will result in disciplinary action, up to and including termination of employment. In addition to imposing discipline upon employees involved in non-compliant conduct, the Foundation may also impose discipline, as appropriate, upon an employee's supervisor, if any, who directs or approves such employees' improper actions, or is aware of those actions but does not act appropriately to correct them, and upon other individuals who fail to report known non-compliant conduct. In addition to imposing its own discipline, the Foundation will bring any violations of law to the attention of appropriate law enforcement personnel.

**Retention of Reports and Complaints.** All reports and complaints made to or received by the Compliance Officer or the Chairman of the Board of Directors relating to violations of this Code

shall be logged into a record maintained for this purpose by the Compliance Officer and the record of such report shall be retained for five years.

**Required Government Reporting.** Whenever conduct occurs that requires a report to the government, the Compliance Officer shall be responsible for complying with such reporting requirements.

**Corrective Actions.** Subject to the following sentence, in the event of a violation of the Code, the Compliance Officer should assess the situation to determine whether the violation demonstrates a problem that requires remedial action as to Foundation policies and procedures. If a violation has been reported to Chairman of the Board of Directors, the Board of Directors shall be responsible for determining appropriate remedial or corrective actions. Such corrective action may include providing revised public disclosure, retraining Foundation employees, modifying Foundation policies and procedures, improving monitoring of compliance under existing procedures and other action necessary to detect similar non-compliant conduct and prevent it from occurring in the future. Such corrective action shall be documented, as appropriate.

# THE ownCloud FOUNDATION COMMUNITY CODE OF CONDUCT

## Appendix 6

### COMMUNITY CODE OF CONDUCT

This Community Code of Conduct covers our behavior as members of the ownCloud Community, in any forum, mailing list, wiki, web site, IRC channel, public meeting or private correspondence. ownCloud members and governance bodies are ultimately accountable to the ownCloud Foundation Board of Directors.

This Code of Conduct presents a summary of the shared values and “common sense” thinking in our community. The basic social ingredients that hold our project together include:

- Be considerate
- Be respectful
- Be collaborative
- Be pragmatic
- Support others in the community
- Get support from others in the community

Our community is made up of several groups of individuals and organizations which can roughly be divided into two groups:

- Contributors, or those who add value to the project through improving ownCloud software and its services
- Users, or those who add value to the project through their support as consumers of ownCloud software

This Code of Conduct reflects the agreed standards of behavior for members of the ownCloud community, in any forum, mailing list, wiki, web site, IRC channel, public meeting or private correspondence within the context of the ownCloud team and its services. The community acts according to the standards written down in this Code of Conduct and will defend these standards for the benefit of the community. Leaders of any group, such as moderators of mailing lists, IRC channels, forums, etc., will exercise the right to suspend access to any person who persistently breaks our shared Code of Conduct.

#### **Be considerate**

Your actions and work will affect and be used by other people and you in turn will depend on the work and actions of others. Any decision you take will affect other community members, and we expect you to take those consequences into account when making decisions.

As a contributor, ensure that you give full credit for the work of others and bear in mind how your changes affect others. It is also expected that you try to follow the development schedule and guidelines.

As a user, remember that contributors work hard on their part of ownCloud and take great pride in it. If you are frustrated your problems are more likely to be resolved if you can give accurate and well-mannered information to all concerned.

## **Be respectful**

In order for the ownCloud community to stay healthy its members must feel comfortable and accepted. Treating one another with respect is absolutely necessary for this. In a disagreement, in the first instance assume that people mean well.

We do not tolerate personal attacks, racism, sexism or any other form of discrimination. Disagreement is inevitable, from time to time, but respect for the views of others will go a long way to winning respect for your own view. Respecting other people, their work, their contributions and assuming well-meaning motivation will make community members feel comfortable and safe and will result in motivation and productivity.

We expect members of our community to be respectful when dealing with other contributors, users and communities. Remember that ownCloud is an international project and that you may be unaware of important aspects of other cultures.

## **Be collaborative**

The Free Software Movement depends on collaboration: it helps limit duplication of effort while improving the quality of the software produced. In order to avoid misunderstanding, try to be clear and concise when requesting help or giving it. Remember it is easy to misunderstand emails (especially when they are not written in your mother tongue). Ask for clarifications if unsure how something is meant; remember the first rule - assume in the first instance that people mean well.

As a contributor, you should aim to collaborate with other community members, as well as with other communities that are interested in or depend on the work you do. Your work should be transparent and be fed back into the community when available, not just when ownCloud releases. If you wish to work on something new in existing projects, keep those projects informed of your ideas and progress.

It may not always be possible to reach consensus on the implementation of an idea, so don't feel obliged to achieve this before you begin. However, always ensure that you keep the outside world informed of your work, and publish it in a way that allows outsiders to test, discuss and contribute to your efforts.

Contributors on every project come and go. When you leave or disengage from the project, in whole or in part, you should do so with pride about what you have achieved and by acting responsibly towards others who come after you to continue the project.



As a user, your feedback is important, as is its form. Poorly thought out comments can cause pain and the demotivation of other community members, but considerate discussion of problems can bring positive results. An encouraging word works wonders.

## **Be pragmatic**

ownCloud is a pragmatic community. We value tangible results over having the last word in a discussion. We defend our core values like freedom and respectful collaboration, but we don't let arguments about minor issues get in the way of achieving more important results. We are open to suggestions and welcome solutions regardless of their origin. When in doubt support a solution which helps getting things done over one which has theoretical merits, but isn't being worked on. Use the tools and methods which help getting the job done. Let decisions be taken by those who do the work.

## **Support others in the community**

Our community is made strong by mutual respect, collaboration and pragmatic, responsible behavior. Sometimes there are situations where this has to be defended and other community members need help.

If you witness others being attacked, think first about how you can offer them personal support. If you feel that the situation is beyond your ability to help individually, go privately to the victim and ask if some form of official intervention is needed. Similarly you should support anyone who appears to be in danger of burning out, either through work-related stress or personal problems.

When problems do arise, consider respectfully reminding those involved of our shared Code of Conduct as a first action. Leaders are defined by their actions, and can help set a good example by working to resolve issues in the spirit of this Code of Conduct before they escalate.

## **Get support from others in the community**

Disagreements, both political and technical, happen all the time. Our community is no exception to the rule. The goal is not to avoid disagreements or differing views but to resolve them constructively. You should turn to the community to seek advice and to resolve disagreements and where possible consult the team most directly involved.

Think deeply before turning a disagreement into a public dispute. If necessary request mediation, trying to resolve differences in a less highly-emotional medium. If you do feel that you or your work is being attacked, take your time to breathe through before writing heated replies. Consider a 24 hour moratorium if emotional language is being used - a cooling off period is sometimes all that is needed. If you really want to go a different way, then we encourage you to publish your ideas and your work, so that it can be tried and tested.

## **Mailing lists and web forums**

Mailing lists and web forums are an important part of the ownCloud community platform. This code of conduct applies to your behavior in those forums too. Please follow these guidelines in addition to the general code of conduct:

1. Please use a valid email address to which direct responses can be made.
2. Please avoid flamewars, trolling, personal attacks, and repetitive arguments.

If a Community Member wishes to file a complaint against behavior that is not compliant with the Community Code of Conduct, he or she should contact the Executive Director.

# THE ownCloud FOUNDATION Contributor Agreement(s)

## Appendix 6

### Contributor Agreement(s)

[Download the agreement \(pdf\)](#)

[iOS Addendum \(pdf\)](#)

ownCloud, Inc., ownCloud GmbH are their successors release the ownCloud [core](#) and the [desktop](#), [iOS](#) and [Android](#) clients under a dual license. Because of that we require a signed contributor agreement from developers who want to commit code to them. This only applies to these repositories, not the apps or other parts.

# THE ownCloud FOUNDATION TRADEMARK GUIDELINES

## Appendix 8

### ownCloud Trademark Guidelines

With these Guidelines, we wish to encourage widespread use of the ownCloud trademarks by the ownCloud community while managing that use to protect the distinctive value of the trademarks and avoid confusion on the part of ownCloud users and the general public. The sections that follow describe the ownCloud Marks covered by these Guidelines, as well as uses of these Marks that are allowed, uses that are not allowed, and uses that are only allowed with specific permission. See Contact Information below to request permission.

#### The ownCloud Marks

ownCloud and the ownCloud Logo is a registered trademark of [ownCloud, Inc.](#) in the United States, other countries or both.

These guidelines cover the following marks pertaining both to the product name and the logo: ownCloud and the blue/white cloud logo with or without the word ownCloud. This set of marks is collectively referred to as the "ownCloud Marks." Please note that use of the white/orange/blue cloud logo is used exclusively by ownCloud, Inc. and its approved partners and is therefore not covered under these guidelines. Any permission for usage of that particular logo must be granted explicitly by ownCloud, Inc. whom you can contact at at [owncloud.com/contact](http://owncloud.com/contact)

#### General Guidelines for Using the ownCloud Marks

##### Product Quality

It is fundamentally important to us that any permitted use you make of the ownCloud Marks be of the highest quality and integrity and meet the highest standards. To ensure this is the case, we reserve the right to revoke your permission at any time.

##### Fair Use

We acknowledge and support your right to make "*fair use*" of the ownCloud Marks, and do not mean to suggest with these guidelines that our permission is required in such cases. We cannot, however, tell you categorically what will and will not qualify as a "fair use."

##### Applying our Logo

For copies of the ownCloud logo itself, please refer to the [promo GitHub page](#). There you find also additional guidance about modifications you should avoid and how to integrate the logo in artwork or a website.

## Logo Usage Requirements

Do not alter the logo in any way or overlap it with additional logos or images.

The logo is white on dark blue (#1d2d44). It should not be used differently, especially not inverted. The name "ownCloud" can be optionally left out though.

The typeface of the logo (or similar ones) should not be used anywhere else. Instead use [Open Sans](#), in regular weight. Use bold sparingly and only for selected emphasis.

## Branding Guidelines

When referring to ownCloud make sure that it is spelled correctly. The first "o" in ownCloud should always be lowercase even at the start of a sentence. Also, ownCloud is one word and should not be separated into two words.

## Contributing to ownCloud

We encourage everybody to contribute to ownCloud and become part of the ownCloud community.

If your contributions require trademark usage which is not permitted by these guidelines, please don't hesitate to contact us (see Contact Information below).

## Use Cases for the ownCloud Marks

### Running an ownCloud Server installation

You may use the ownCloud Marks to identify your ownCloud installation as long as you have not made any modifications to the ownCloud Server core itself. Modifications to the ownCloud Server here are defined as those which would require you to provide them in source form to any user who asks under the [license of the AGPLv3](#).

Note that enabling ownCloud apps and configuration of your server are not considered changes or modifications to ownCloud.

### Distributing ownCloud Server without modification

You can use the ownCloud Marks to identify ownCloud for ownCloud Server downloads separately or as part of a Virtual Machine, docker image, installer, PHP server package or in another form as long as you have not made any modifications to ownCloud Server itself. Modifications to the ownCloud Server here are defined as those which would require you to provide them in source form to any user who asks under the [license of the AGPLv3](#).

Note that pre-configuration and enabling or pre-installing certain ownCloud apps are not considered changes or modifications to ownCloud.

Rather than offering ownCloud Server unmodified, we suggest to link to our installation page to ensure users can always find the latest ownCloud release. If you offer ownCloud as part of a package, image or installer, please keep security issues in mind. Offering easy and convenient

update capabilities will greatly benefit your users. Where possible, we suggest to make use of official ownCloud packages or zip files and tarballs.

## **Distributing ownCloud Server With Modifications**

You may distribute or make available ownCloud Server with modifications under the terms of the [AGPLv3 license](#).

In making such a distribution you must remove all trademark uses of the ownCloud Marks from the version of ownCloud you are modifying. You may, if you wish, combine your own trademark with one of the following ownCloud Mark tag-lines: "Based on ownCloud," "Powered by ownCloud," "Derived from ownCloud," "Uses ownCloud," "Built on ownCloud," or "Built from ownCloud."

You generally will not need to remove or modify package headers, notes, README files, Changelogs, or other files containing uses of the ownCloud Marks that merely describe the ownCloud project, as long as such uses do not imply that you are formally affiliated with the ownCloud Community.

### **ownCloud mobile client**

The ownCloud mobile clients are available on the Apple (iOS), Google (Android), BlackBerry and Amazon (Android) app stores. If you wish to distribute these clients modified or unmodified on these stores you can not use ANY ownCloud Mark other than what fair use allows and you must make sure that such stores are compatible with the respective Open Source license of such ownCloud mobile app. This means you can NOT use the term 'ownCloud' in the name of your app. You MUST make clear that your app is NOT the official ownCloud client and contains modifications from the original– if any. We reserve the right to demand you take down the ownCloud client if you violate any of these provisions.

Any distribution in the current Apple app stores is incompatible to the ownCloud mobile app license and therefor not possible. For distributing the ownCloud mobile clients on any other app store, please contact us.

### **ownCloud desktop client**

The ownCloud desktop client is available for Linux, Windows and Mac OS X. If you wish to distribute the desktop client modified or unmodified you can not use ANY ownCloud Mark other than what fair use allows. This means you can NOT use the term 'ownCloud' in the name of your client. You MUST make clear that your client is NOT the official ownCloud client and contains modifications from the original. To obtain permission to distribute a modified or unmodified version of the ownCloud desktop client with use of the ownCloud Marks, please contact us.

### **Linking to owncloud.org**

You are permitted to link to owncloud.org from your web site. We have provided several logo graphics for you to choose from. To use these logos you must agree that:

- The logos will be used only on the Internet and only as a link to owncloud.org, and not as a favicon (the little icon used in the location bar and tabs to identify a website);
- You will not imply or state an endorsement by the ownCloud Community or otherwise misrepresent your relationship with the ownCloud Community;
- You will not disparage the ownCloud Community while using the logos;
- Your use of the logos will not be deceptive or false in any regard;
- You will not create a browser or border environment around ownCloud Community content;
- You may link to ownCloud Community content or replicate content only after obtaining permission;
- Your website will not contain content that could be construed as distasteful, offensive, or controversial, and will contain only content that is appropriate for all age groups; and
- This permission may be rescinded at any time, in which case you will have to remove the ownCloud marks from your web site within 24 hours.

## Merchandise

You are welcome to make use of the ownCloud Marks to produce merchandise such as t-shirts, hats, bags, jackets, sweatshirts, mugs, and desktop wallpapers and give them to your friends, family, community members, provided there is no commercial interest behind it. You are required to request permission if you want to commercially distribute articles using the ownCloud Marks (see Contact Information below to request permission).

## Domain Names

If you want to include all or part of an ownCloud Mark in a domain name, you should seek our permission (see Contact Information below to request permission). People naturally associate domain names with organizations whose names sound similar. Almost any use of an ownCloud Mark in a domain name is likely to confuse someone, thus running afoul the overarching requirement that any use of an ownCloud Mark not be confusing. By "domain name" we mean to refer to toplevel domains and second-level domains, but not sub-domains.

## Advocacy Groups

We welcome the use of the ownCloud Marks in connection with user groups and other ownCloud advocacy groups, but you may only do so in accordance with the following requirements:

- Your use is not commercial in nature;
- In using an ownCloud Mark, you are in fact referring to the thing that the ownCloud Mark represents;
- There is no suggestion (through words or appearance) that your group is approved by, sponsored by, or affiliated with the ownCloud Community (or its related projects) unless it actually has been so approved, sponsored, or affiliated;
- You do not incorporate other proprietary or commercial names in your group name; and

- You do not claim any trademark rights in the name, attempt to register the name with a trademark office or as a trade name, business name, or domain name, or conduct any business under the name.

We do encourage you to register your event, see [owncloud.org/events](http://owncloud.org/events) for more information.

## Events

It is permissible to use the ownCloud Marks to promote free and open source software events where individuals in the ownCloud Community appear as advocates, demonstrating ownCloud, giving talks, or otherwise represent the project, provided:

- You do not misrepresent your relationship with the ownCloud Community;
- You do not disparage the ownCloud Community using the ownCloud Marks; and
- Your use of the ownCloud Marks is not deceptive or false in any regard.

Individuals can be ownCloud contributors, members of the wider ownCloud community, or ownCloud users. We do encourage you to register your event, see [owncloud.org/events](http://owncloud.org/events) for more information.

## Publications

If you want to include all or part of an ownCloud Mark in the name of a publication such as a book or magazine, you need our permission (see Contact Information below to request permission). But you can use the ownCloud Mark in a title of review inside a magazine, for example, as long as you use the Marks to refer to the official ownCloud community or products.

## Apps, Product and Service Names, and Compatibility References

You should not include an ownCloud Mark in the name of your application, product or service, regardless of whether it's commercial or non-commercial in nature. This includes online services, such as e-commerce, community, blog, informational, promotional, and personal home page sites as well as ownCloud apps, client apps or third party apps which interact with ownCloud.

With that said, we consider it permissible to use an ownCloud Mark in a file, folder, directory, or path name.

We also recognize that the ownCloud Community needs some way to identify projects, products, and services that are compatible with ownCloud. Our concern is that users not be confused as to whether a compatible project, product, or service is official or not. To address that concern, we request that you indicate compatibility with ownCloud using one of the following tag-lines:

- "Works with ownCloud"
- "Uses ownCloud,"
- "ownCloud App"
- "Powered by ownCloud"
- "For use with ownCloud"
- "For ownCloud" or



- "Built on ownCloud"

As per May 1 2015 there is a number of applications using the 'ownCloud' mark as part of their name. As this has been OK in the past, as transition, these do not have to rename. However, from May 1 2015 new apps can not use the 'ownCloud' mark in their name.

## **Advertising and Marketing Materials, including Business Cards**

You may use the ownCloud Marks in describing and advertising your ownCloud-related product or service, or on business cards to identify your affiliation with the ownCloud Community, so long as:

- You do not imply or state an endorsement by the ownCloud Community or otherwise misrepresent your relationship with the ownCloud Community;
- You do not disparage the ownCloud Community using the ownCloud Marks;
- Your use of the ownCloud Marks is not deceptive or false in any regard;
- Your description, advertising, or other use does not contain content that could be construed as distasteful, offensive, or controversial, and only does contain content that is appropriate for all age groups; and
- Your use of the ownCloud Marks does not include or imply any commitment by the ownCloud Community to provide support, service, indemnification, or updates.

## **Business Names**

You can not include an ownCloud Mark in the name of your company or business.

## **Commentary**

We welcome comment and constructive criticism, and we try to have a good sense of humor. It's fine to use the ownCloud Marks in your discussion, commentary, criticism, or parody, in ways that unequivocally do not imply endorsement. Please do not create mock or parody products with names based on the ownCloud Marks. Also, please be aware that, in our opinion, it is not "fair use" to use the ownCloud Marks in a manner that disparages ownCloud technology or the ownCloud Community.

## **All Other Uses**

All other uses of the ownCloud Marks need to be reserved by us, but we are available to discuss terms for use.

## **Contact Information**

Please contact us if you need assistance regarding these Guidelines, e.g. for discussing your case or requesting permission, by sending a email to [trademark@owncloud.com](mailto:trademark@owncloud.com).

# THE ownCloud FOUNDATION ANTITRUST COMPLIANCE POLICY

## Appendix 9

### ownCloud ANTITRUST COMPLIANCE POLICY

#### I. Introduction.

ownCloud Foundation (“ownCloud”) was formed to involve interested companies and individuals in a collaborative effort to support a collection of open source technology that provides massively scalable open source cloud computing software. Because some of the participants (“Members”) will include competitors, these activities are subject to antitrust laws. While coordination among competitors to achieve pro-competitive goals and efficiencies is perfectly legal under the antitrust laws, it is important to identify conduct that raises concerns under the antitrust laws and be sure that antitrust risks are avoided.

It is the express policy of ownCloud to require that all activities of ownCloud, and any workinggroups organized under its auspices, be conducted strictly in accordance with U.S. federal and state antitrust laws and foreign antitrust laws. ownCloud will not become involved in the competitive business decisions of its Members nor will it take or support any action that would tend to restrain competition in violation of antitrust laws.

#### II. Membership and participation policies.

The requirements for Membership and participation should be reasonable and nondiscriminatory, and those requirements should be applied in an impartial manner.

- Qualifications for Membership and participation should be objective and easily verifiable.
- Decisions about allowing particular entities to join or participate should not be based, in whole or in part, on the competitive or commercial interests of other actual or potential Members. The commercial interests of the Members should never be part of any discussion of actual or potential Membership or participation by other firms.
- Fees for Membership should be set at a level reasonably related to the costs they are meant to cover. Fees or other requirements for Membership and participation should not tend to exclude certain firms (for example, because of their size or their payment terms).
- Membership and participation should not be conditioned on past or future competitive commercial behavior by the prospective Member or participant.
- Any denial of a right to join or participate by any person or entity should be subject to a formal appeal process to the full Board of Directors of ownCloud.

#### III. Meetings and communications.

Members should avoid activities or communications that are extraneous to the group’s purposes. These guidelines apply equally to formal meetings and social gatherings.

- Members should avoid discussions of their wholesale or retail market prices, terms or conditions of sale, distribution, production, customers, credit terms or marketing practices as these topics pertain to particular companies.
- There should be no communications regarding individual company dealings with suppliers or customers.
- The group should not act to restrict any entity from gaining access to a market or customer or from freely purchasing or selling products or services, nor should it discuss any such actions.
- Meetings should be governed by a formal agenda, approved in advance by counsel. Any discussions that may deviate from the formal agenda should be reviewed by counsel before they occur.
- Discussions among Members of business or competitive issues in social groups or otherwise outside the meeting itself should be avoided.
- Notes of Members' meetings should be subject to review by counsel, and procedures for the preparation of formal minutes should be discussed with counsel.

#### **IV. Provision of services.**

Members should generally refrain from considering, discussing or implementing any market allocation program or agreements that would result in discriminatory treatment of actual or potential Members or anticompetitive effects visited upon consumers.

- Members and their representatives should not engage in discussion, communications or other exchanges regarding prices, pricing methods, production quotas or other limitations on production or sale, including any actual or proposed allocation of territories or customers.
- Members should not engage in any activity or communication that prevents or impedes any person or business entity from obtaining a supply of goods or services or otherwise purchasing products or services freely in the market.
- Members should avoid side deals or cross-licenses between or among participants based on such participation that appear to give them an advantage over non-participating companies.

#### **V. Quasi-standard setting activities.**

To the extent that Members develop and implement standards (recommended protocols, solutions, methods, configurations of products, etc.), the antitrust laws will consider the extent to which such standards are commercially nondiscriminatory and compliance is voluntary .

- Members should not be compelled, directed or coerced to refrain from innovation (either inside or outside of any agreed upon standards) by ownCloud, its Working Groups, or its Members.
- Any standards or specifications developed or approved by the Members should be based solely and exclusively upon technical considerations and the merits of objective expert judgments and thorough evaluation procedures. Such standards or specifications should in no way be based upon any effort, intention or purpose of any Member or combination of

Members to reduce or eliminate competition in the sale, supply or furnishing of products or services.

- Neither ownCloud nor any combination of its Members should impose any special sanctions for the violation of standards or specifications developed, promulgated, recognized or approved by ownCloud Members.
- The Board of Directors shall be tasked with the development and implementation of policies and procedures to govern the treatment of any standards-related intellectual property rights held by Members.

Once again, these are general guidelines, and this is a complex, evolving area of the law. Each Member should consult with its own counsel on issues related to participation, license development and/or licensing, IP rights and other competitively sensitive issues raised by its membership in ownCloud.

## **VI. Competition.**

Nothing contained in this policy should be construed to prohibit or limit a Member from making, using, selling, marketing, or promoting products that do not embody or make use of ownCloud technology. Members are not required to exclusively use, announce, or promote ownCloud tools or specifications. Members are free to design, develop, manufacture, acquire or market their respective products in any lawful way.

## **VII. Permitted Member Conduct**

In addition to other legally permissible activities, Members may engage in the following conduct:

- Members may design, develop, manufacture, acquire or market competitive specifications, products and services.
- Members may join or participate in any other associations, including competitive open-source organizations.
- Members may decide whether or not to utilize ownCloud developments in their business operations and to what extent.
- Members should adhere to prepared agendas for all ownCloud meetings.
- Members should insist that meeting minutes be prepared and made available to all participants, and object whenever meeting minutes do not accurately reflect the matters that transpired.
- Members should report any violations of this Policy concerning ownCloud activities to the Board of Directors.

This Policy is not intended to be legal advice. In some cases, out of an abundance of caution, these guidelines may go beyond the requirements of the antitrust laws and the fact that certain conduct may be prohibited should not be viewed as indicating that such conduct would violate the law. Members assume responsibility to provide appropriate legal counsel to their representatives regarding compliance with this policy.

If you have a question regarding these matters, contact your own counsel or ownCloud counsel to be named.

