

JQUERY FOUNDATION, INC.

DOJO FOUNDATION

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the “**Agreement**”) is made by and between the jQuery Foundation, Inc. (“**jQuery**”), a Delaware nonprofit corporation and business foundation serving the open source software community (the “**Industry**”) and exempt from federal income taxation pursuant to Section 501(c)(6) of the Internal Revenue Code (the “**Code**”); and Dojo Foundation (“**Dojo**”), a California nonprofit corporation and business foundation serving the Industry and exempt from federal income taxation pursuant to Section 501(c)(6) of the Code; (collectively, the “**Parties**” and individually a “**Party**”) for mutual consideration, the receipt and sufficiency of which are acknowledged by the Parties, who agree as follows.

1. **Assumptions.** jQuery and Dojo mutually share these assumptions:
 - a. jQuery and Dojo benefit the Industry, in part, by providing a home to and resources for discrete open source software projects (each a “**Project**”);
 - b. The members and Projects of jQuery and Dojo will have meaningful access to more current and future benefits in a merged foundation than can be delivered by two separate foundations;
 - c. The Industry will benefit from a unified voice to promote and advocate its business interests on its behalf before the government and the public;
 - d. Increased efficiency can be realized by one foundation, rather than two foundations;
 - e. One foundation will decrease current and avoid future duplicative and overlapping demand for resources, including member dues, vendor support, and commitments of time; and
 - f. One foundation can build a larger presence in the Industry by capitalizing on the synergies of both jQuery and Dojo, their members, and their contributors.
2. **Summary.** Based upon these assumptions, the Parties are agreeing, subject to the conditions and qualifications of this Agreement that:
 - a. jQuery and Dojo will merge (the “**Merger**”);
 - b. jQuery will serve as the surviving nonprofit corporation for statutory compliance purposes (the “**Merged Foundation**”);
 - c. The Merger will be effective as of October 1, 2015 (the “**Closing Date**,” or “**Closing**”);
 - d. The name of the Merged Foundation will be “jQuery Foundation, Inc.”; and
 - e. The Merged Foundation will include all the members of jQuery and Dojo, will be governed by a combination of the volunteer leaderships of the Parties, will be managed by the current jQuery Executive Director, and will perpetuate, to the extent practicable, the policies and programs of the Parties in the best interests of members of jQuery and Dojo.

3. **Schedule.** This Agreement is effective upon its execution by both Parties. jQuery and Dojo will merge as of the Closing, finalization, or completion of the transactions described in this Agreement subject to necessary approvals by the jQuery and Dojo Boards of Directors (each, a “**Board**”), and by the membership of jQuery and Dojo, and subject to submission of statutory merger filings acceptable to the State of California and the State of Delaware.
4. **Resulting Structure.** Effective upon the Closing Date there will be only one nonprofit corporation, the Merged Foundation, where previously there were two, jQuery and Dojo. The name of the Merged Foundation will be jQuery Foundation, Inc.
5. **Representations and Warranties.** jQuery and Dojo, except as specifically noted, each represents and warrants to the other Party with respect to the representing and warranting Party’s organization as follows:
 - a. That jQuery is incorporated as a nonprofit corporation in the State of Delaware, is current in all reporting obligations to the State of Delaware, and is in good standing in its state of incorporation with both taxing and corporate agencies;
 - b. That Dojo is incorporated as a nonprofit corporation in the State of California, is current in all reporting obligations to the State of California, and is in good standing in its state of incorporation with both taxing and corporate agencies;
 - c. That the Party has received a determination from the Internal Revenue Service (“IRS”) of federal income tax exempt status, is current in all obligations to file reports or returns, has no pending IRS inquiry about, or challenge to, its exemption status or its reports or returns due to IRS, and has no reason to believe there is any valid basis for such a challenge;
 - d. That the Party has full unconditional and unqualified authority to enter into and sign this Agreement, subject to any legally-required Board of Directors or membership voting as specific conditions to the effectiveness of the Merger;
 - e. That the Party has provided and will provide accurate and complete information requested in the course of due diligence as more fully set forth at Exhibit A attached hereto;
 - f. That there are currently no known or threatened private claims or lawsuits, including employee claims, claims by members, claims by vendors or service providers, or claims by others, pending or threatened against the Party except as fully disclosed in response to the due diligence legal and financial inquiries;
 - g. That there are currently no known governmental claims, inquiries, or lawsuits pending or threatened against the Party, including but not limited to Government of the State of Delaware, the Government of the State of California, the U.S. Federal Trade Commission, the U.S. Department of Justice, or the U.S. Federal Election Commission except as fully disclosed in response to the due diligence legal and financial inquiries;
 - h. That the Party has free and clear ownership of all intellectual property in its possession or that it is using including but not limited to trademarks, patents, and copyrights, or that the Party has a valid, current license to make use of, modify, and distribute all intellectual property in its possession, in the form of a written and signed (including electronic signatures and acknowledgements) contributor license agreement;

- i. That there has been no undisclosed inurement to individuals as defined by pertinent Code provisions and IRS regulations;
 - j. That there have been no undisclosed violations of the Employee Retirement Income and Security Act and pertinent IRS or U.S. Department of Labor regulations;
 - k. That there have been no undisclosed payments by the Party to employees, independent contractors, consultants, directors, officers, or other volunteers or agents except in the normal course of business pursuant to existing compensation arrangements, employment contracts, or other contracts or policies disclosed in the course of due diligence legal and financial inquiries;
 - l. That there is no undisclosed material conflict of interest on the part of any employee, independent contractor, consultant, director, officer, or other volunteer or agent of the Party; and
 - m. That there are no obligations to employees, independent contractors, consultants, directors, officers, or other volunteers or agents for future payments by, or benefits from, the Party other than as disclosed on behalf of the Party in the course of due diligence legal and financial inquiries.
6. **Conduct between Agreement and Closing.** Neither of the Parties will make any material change in its articles of incorporation, bylaws, policies and programs, operations or activities that might affect the Merger described in this Agreement between execution of this Agreement and the Closing Date without prior written notice to, and the written agreement of, the other Party.
7. **Conditions to Closing.**
- a. Due Diligence Investigation. The Parties will have satisfactorily completed, in their sole discretion, their due diligence investigation of the other Party, and each Party will have provided to the other those documents and information as set forth on Exhibit A hereto, at least seven days prior to the Closing Date.
 - b. Representations and Warranties True; Performance of Obligations. The representations and warranties made by the Parties in Section 5 hereof will be true and correct as of the Closing Date with the same force and effect as if they had been made as of the Closing Date, and the Parties must have performed all obligations and conditions herein required to be performed or observed by it on or prior to the Merger.
 - c. Consents, Permits, and Waivers. The Parties must have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the Merger as contemplated by this Agreement.
 - d. Compliance Certificate. The Parties must have delivered to each other a Compliance Certificate, executed by the Party's Executive Director or Chairman of the Board, as applicable, dated as of the Closing Date, to the effect that the conditions specified in subsections (b) and (c) of this Section 7 have been satisfied and all necessary Board and member votes have been completed, and having attached thereto (i) the Party's organizational documents as in effect at the time of the Closing, (ii) resolutions approved by the Board and members of the Party authorizing the transactions contemplated hereby, and (iii) good standing certificates (including tax good standing) with respect to the Party from

the applicable authorities in the Party's home jurisdiction, dated a recent date before the Closing.

- e. No Material Adverse Change. There must have been no material adverse change in the assets, liabilities, financial condition, prospects or operating results of either Party.
 - f. Proceedings and Documents. All corporate and other proceedings in connection with the Merger and all documents and instruments incident to that transaction must be reasonably satisfactory in substance and form to the other Party, and each Party must have received all such counterpart originals or certified or other copies of such documents as they may reasonably request.
8. **Transaction**. As of the Closing Date of this Agreement, jQuery and Dojo will effect a formal statutory merger of the two entities by filing for merger under State of California law and State of Delaware law to become the Merged Foundation, subject to necessary approvals by the jQuery and Dojo Boards of Directors and by the jQuery and Dojo members.
9. **Mission, Bylaws, Membership, Dues, Governance, Name, Management and Operations**.
- a. Mission. The mission of the Merged Foundation is attached hereto at Exhibit B.
 - b. Bylaws. The Bylaws of the Merged Foundation are attached hereto at Exhibit C and will be subject to amendment as provided in those Bylaws.
 - c. Membership. The membership of the Merged Foundation will be as provided in Exhibit D attached hereto.
 - d. Membership Prospectus. The membership prospectus of the Merged Foundation will be as provided in Exhibit E attached hereto.
 - e. Projects. The Projects maintained by the Merged Foundation will be as provided in Exhibit F attached hereto.
 - f. Management and Operations. The management and operations of the Merged Foundation will be as provided in Exhibit G attached hereto.
10. **Attachments**. The Attachments to this Agreement are integral to its terms and conditions, and each Attachment is made a part of this Agreement. If any provision or feature of any document related to the merger of jQuery and Dojo is inconsistent with, in conflict with, or different from a term or condition of this Agreement or its Attachments, the term or condition of this Agreement and its Attachments will prevail.
11. **Term and Termination; Effect of Non-Approval of Merger**.
- a. The term of this Agreement commences upon its execution by both Parties and continues unless and until terminated or modified. This Agreement may be terminated or modified by written agreement of the Parties at any time prior to the Closing Date. This Agreement may be terminated by written notice of termination from one Party to the other Party at any time prior to the Closing Date.
 - b. It is recognized, understood, and agreed by the Parties that the effectiveness and enforceability of this Agreement, and the rights and obligations of the Parties under this Agreement, are specifically contingent upon, and subject to: (a) the approval of the Merger by the jQuery and

Dojo Boards of Directors, as well as by the members of jQuery and Dojo, without any qualification that would materially alter the terms of this Agreement; and (b) successful merger filings in the State of Delaware and the State of California.

- c. If this Agreement is terminated, if the Merger is not approved, if state filings are unsuccessful: (i) this Agreement will be null and void; (ii) neither Party will assert any claim or cause of action against the other Party on any basis whatsoever related in any way to this Agreement or the acts and discussions that resulted in this Agreement; (iii) all documents and information provided on behalf of a Party in connection with legal and financial due diligence, whether or not the documents or information are marked as “confidential,” will be relinquished and returned to the Party on whose behalf the documents and information were provided with no copies, summaries, analyses, or excerpts maintained and will be accompanied by a written certification signed by the Executive Director or Chairman of the Board of the relinquishing Party, as applicable, attesting that this provision has been fully complied with; (iv) all information received by a Party in connection with legal and financial due diligence inquiries which might reasonably be expected to be considered confidential by the Party on whose behalf the information was provided will be maintained as confidential using the same kinds and levels of procedures and controls that the Party receiving the confidential information uses to protect the confidentiality of its own equivalent information; and (v) notwithstanding any prior understandings or agreements to the contrary, each Party will be responsible for its own expenses incurred in connection with this Agreement or the acts and discussions that resulted in this Agreement.
- d. Each Party will use its best efforts to avoid any statements by officers, directors, employees, agents, or others that might reasonably be expected to be attributed to the Party, where those statements disparage another Party or its representatives. The undertakings in this provision on termination, non-approval, or unsuccessful filings will survive the termination of this Agreement.

12. **Closing and Closing Date.** The closing, finalization, or completion of the jQuery/Dojo Merger described in this Agreement will occur as of the Closing Date unless the Parties mutually agree in writing to another date; any necessary in-person exchange of signatures or documents by the Parties upon or prior to the Closing Date will be at the offices of Fort Point Legal PC, 51 Melcher Street, First Floor, Boston, MA 02210, unless the Parties mutually agree to another location.

13. **Public Announcements.** Each Party will consult with and obtain the approval of the other Party before issuing any press release or other public announcement with respect to this Agreement and the Merger transactions provided for in this Agreement.

14. **Notices.** jQuery and Dojo will provide all necessary or appropriate notices to landlords, insurers, other parties to contracts, or government officials regarding the Merger provided for in this Agreement.

15. **Merger.** This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof, and supersedes all proposals, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

16. **Notice.** Any notice, demand or request required or permitted to be given under this Agreement must be in writing and given by personal delivery, by nationally recognized express courier or by electronic means of communication addressed to the Party to be notified at such Party’s address set forth on the signature page to this Agreement, as subsequently modified by written notice, or

if no address is specified on the signature page, at the most recent address set forth in the Party's books and records.

17. **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the Parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the Parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.
18. **Modification and Waiver.** This Agreement may only be modified by a writing signed by both of the Parties. Any waiver of compliance with the terms of this Agreement must be in writing, and waiver in one instance will not be deemed a waiver in any future instance.
19. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement will in no way affect the validity, legality or enforceability of any other provision.
20. **Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.
21. **Governing Law.** This Agreement and actions taken hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, applied without regard to conflict of law principles, and the Parties agree that the courts of the Commonwealth of Massachusetts will have exclusive jurisdiction in any dispute arising out of this Agreement.

Date: _____

jQuery Foundation, Inc.

Dojo Foundation

By:

By:

Title:

Title:

Duly Authorized

Duly Authorized

EXHIBIT A

DUE DILIGENCE LIST

Each Party will provide to the other all of the following that are in their possession and control:

Corporate

- Articles of Incorporation, as amended to date
- Registration as a Foreign Corporation in any other jurisdiction in which the Party does business
- Bylaws, as amended to date
- Documentation of vote approving the Agreement

Financial

- Audited financial statements for the last two fiscal years
- Interim financial statements prepared since the end of the most recent fiscal year
- List of assets (not including Projects and associated intellectual property)

Tax

- For the Party, provide the following:
 - All federal, state, local and foreign country tax returns for last two years.
 - Identify any pending audits, protests, or assessments, and provide all correspondence and revenue agent reports related to any of the foregoing.
 - Any private letter rulings with respect to the Company, or any pending applications.
 - Any tax sharing agreements.
 - All materials as to compliance with federal, state, local and foreign country taxes, including excise, sales, payroll, social security, unemployment and withholding.
 - Notification of 501(c)(6) status from Internal Revenue Service and Attorney General registrations from state authorities.
- Identify when last audited by IRS or any foreign country taxing authorities, any open tax years, any tax liens.

- All correspondence with or reports by federal, state, local and any foreign tax authorities dealing with any issues raised by such tax authorities.

Real Property, If Any

- A list of all real property and interests in real property (including all leases).
- All deeds to real property, plus all title insurance policies and title search results, including copies of all encumbrances.
- All real estate leases and subleases, either as lessor or lessee.
- All purchase and sale agreements, options and other contracts related to real property.
- Any document relating to zoning status, including any zoning variances.
- All land use permits and certificates of compliance with land use permits.
- Most recent surveys and plot plans of all owned or leased properties.

Personal Property, If Any

- Any evidence of ownership of personal property such as bills of sale, assignments, motor vehicle certificates of title, etc.
- All conditional sales agreements and purchase money security agreements.
- All financing leases and sale and leaseback arrangements.
- All leases of personal property, including equipment, motor vehicles.
- All liens and encumbrances on owned or leased property, including tax liens.
- UCC judgment and tax lien search results and foreign country comparable search results.
- Lists of all machinery and equipment owned, leased equipment, etc.

Intellectual Property

- Current individual and corporate contributor license agreement
- List of those who have signed an individual contributor license agreement
- List of those who have signed a corporate contributor license agreement
- Any agreements, obligations or restrictions that would prevent ownership transfer of any issued, pending or contemplated patent, trademark and copyright including situations in which ownership is, was, or will likely be in dispute.
- Summary of all current or threatened patent, trade secret, trademark, service mark, trade dress or copyright infringement suits, allegations of infringement or opposition proceedings.
- Summary of all settlement or disposition of past, actual or threatened patent, trade secret, trademark, service mark, trade dress or copyright infringement suits, allegations of infringement or opposition proceedings.

- Summary of any claims or causes of action against other parties for past or present patent, trade secret, trademark, service mark, trade dress or copyright infringement.
- Summary list, description and copies of all agreements pertaining to licensing in and out, cross licensing, assignments, covenants not to sue as well as joint ventures, options, joint development agreements, merchandising agreements, outside developers and consultant agreements. Also all agreements involving confidential information obligations and obligations to return confidential information.
- Summary list and copies of employment, independent contractor or third party contracts including confidentiality and non-disclosure agreements, obligations to assign, and non-compete agreements.

Material Contracts

- List of major suppliers, sponsors, independent contractors, with copies of material supply agreements.
- Purchase and requirements contracts.
- Marketing agreements, including sales agent, dealer and distributor agreements, OEM agreements and pricing agreements.
- Joint venture and partnership agreements.
- Management and service agreements.
- Advertising agreements.
- Documents with respect to acquisition and disposition of significant assets or operations.
- Any agreements with insiders or affiliates.
- Agreements with governmental agencies or institutions.
- Agreements as to which there may be material contingent liabilities, including those which may have been fully performed.
- Any loan agreements, contracts for borrowed money, notes and other instruments evidencing borrowed money, letters of credit, line of credit agreements and other financing arrangements.
- Any guarantees.
- Any mortgages, indentures, security agreements and pledges.
- Contracts outside the ordinary course of business.
- Other agreements material to the operations of the Company.
- Information on any material existing or potential defaults under contracts.

Management and Personnel

- Description of all transactions with insiders which have occurred or been in effect within the last two years.
- Description of compensation and perquisites of managerial personnel, including incentive compensation arrangements, bonus plans etc.
- Description of family relationships among managerial personnel.
- Indemnification contracts and similar arrangements for officers and directors.
- Copies of all employment agreements with managerial personnel.
- Lists of employees and compensation levels (including bonus, pension, deferred compensation etc.) for all employees, or for management level employees or employees over a specified dollar amount, as appropriate.
- All employment and consulting contracts.
- Confidentiality and non-competition agreements between the Company and any officer, director, employee, consultant, representative, supplier or customer.

Proceedings

- A description of all pending or threatened claims, litigation, proceedings, examinations and investigations involving or affecting the Company or any of its properties (owned, leased or occupied), within the last five years. This would include any civil, criminal, administrative, arbitration or other similar proceeding or investigation pending or threatened and would include, without limitation: (i) any governmental action involving the DOL, any environmental regulatory authority or any other governmental authority; as well as (ii) any suits or actions of any kind by any private party whether involving environmental, securities, products liability, warranty, contract or other matters.

Insurance

- Copies of all insurance coverage including:
 - product liability;
 - personal injury and other;
 - workmens' compensation;
 - directors and officers (D&O) indemnity;
 - property; and
 - business interruption.
- Description of all claims under any policies.
- Any information about possible cancellations, premium increases.

EXHIBIT B

MISSION

VISION STATEMENT

A world in which all web content is built on open standards and is accessible to all users.

MISSION STATEMENT

To improve the open web, making it accessible for everyone, through the development and support of open source software, and collaboration with the development community.

EXHIBIT C

BYLAWS

JQUERY FOUNDATION, INC. FOURTH AMENDED BYLAWS

EFFECTIVE AS OF: June 3, 2015

ARTICLE I: INTENT

The name of this corporation is the jQuery Foundation, Inc. (the "Foundation"). The Foundation is organized and operated exclusively for charitable purposes under the laws of the State of Delaware.

ARTICLE II: PURPOSE

The purpose of the Foundation is to promote the common business interest of its members by monitoring, fostering and developing the use of, and improvement to, open source software projects, and to engage in any other lawful, civic, educational, charitable or benevolent purpose. Upon incorporation, the Foundation shall seek recognition for exemption under Section 501(c)(6) of the Internal Revenue Code of 1986 (as amended from time to time, the "Internal Revenue Code"). The Board of Directors shall ensure that all of the activities of the Foundation follow all laws, regulations and rules to such end.

ARTICLE III: OFFICES

Section 3.1: Principal Office. The principal office of the Foundation may be established at any place or places within or without the State of Delaware by resolution of the Board.

Section 3.2: Other Offices. The Foundation may also have offices at such other places, within or without the United States of America, where it is qualified to do business, as

its business may require and as the Board of Directors may, from time to time, designate.

ARTICLE IV: MEMBERS

Section 4.1: Determination of Members. The Foundation shall make no provisions for voting members, however, any action which would otherwise, under law or the provisions of the Articles of Incorporation or Bylaws of the Foundation, require approval by a majority of all members or approval by members, shall only require the approval of the Board of Directors. Furthermore, all rights, which would otherwise vest in the members under law, the Articles of Incorporation or the Bylaws of this corporation, shall vest in the Directors of the Foundation.

Section 4.2: Non-Voting Memberships. The Foundation shall have classes of membership as set forth in these Bylaws and as determined by the Board of Directors from time to time. The rights, privileges and obligations of all classes of individuals in those classes (collectively, "Members") will be published in the Foundation's membership prospectus. The Board of Directors may, in its discretion, grant as one of the rights, privileges, and obligations of one or more classes of Member, the right to appoint a representative to the Board of Directors, in accord with Section 5.16 below, either as a representative of a particular Member or class of Members (each a "Member Representative Director"). If granted, that right will be specifically noted these Bylaws and in the Foundation's membership prospectus.

Section 4.3: Classes of Membership, Rights. The Foundation will initially have three classes of membership. Those classes will be: i) Diamond; ii) Platinum; and iii) Gold. In addition to such other rights as may be conferred upon the Members of these classes by the Board of Directors in accord with Section 4.4 below, which rights will be memorialized in the Foundation's membership prospectus, the members of these classes will have the right to appoint Member Representative Directors as follow: a) each member of the Diamond class (each a "Diamond Member") will have the right to appoint one Member Representative Director (each a "Diamond Director"); b) the members of the Platinum class (each a "Platinum Member"), will, as a class, have the right to appoint a number of Member Representative Directors equal to the quotient

of the total number of Platinum Members divided by two, rounded up to the nearest whole number (each a "Platinum Director"); and c) the members of the Gold class (each a "Gold Member"), will, as a class, have the right to appoint a single Member Representative Director (the "Gold Director").

Section 4.4: Other Classes of Membership. The Board of Directors may, by appropriate resolution from time to time, establish another class or other classes of Members for the Foundation. No such class or classes of Members will have any voting rights or privileges under either these Bylaws or statute, and all voting rights will be governed by Section 4.1 herein. The privileges, rights and duties of such other class or classes of Members shall be as provided by the Board of Directors, subject to the terms of these Bylaws, as amended from time to time. The Board may determine from time to time an initial membership fee and, in its discretion, set fees, dues and assessments for membership in the Foundation. The Board of Directors may thereby confer specified rights on the Members in accord with the Foundation's Articles of Incorporation or these Bylaws.

Section 4.5: Property Rights, Nonliability, Nontransferability. No Member shall have any right or interest in any of the property or assets of the Foundation. No Member shall be personally liable for the debts, liabilities, or obligations of the Foundation. No Member may transfer for value or otherwise a membership or any right arising therefrom; and all rights of a Member shall cease upon the Member's death.

Section 4.6 Meetings of Members. The Board may provide for holding regular meetings of the Members whenever it may be considered necessary or desirable.

ARTICLE V: BOARD OF DIRECTORS

Section 5.1: Powers. Subject to the limitation of the Articles of Incorporation, of the Bylaws, and of the laws of the State of Delaware, and subject to the duties of Directors as prescribed by the Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Foundation shall be controlled by, the Board of Directors. So long as the Board of Directors are the sole class of voting members of the Foundation, any action which requires approval of the members or approval of a majority of the members pursuant to the laws of the State of Delaware

will require only the approval of the Board. Without limiting the foregoing, the Board of Directors shall have the power to levy dues and assessments, to select and remove all officers, agents, employees and contractors, and to fix reasonable compensation therefor, to authorize and empower officers or agents to enter into contracts and other commitments on behalf of the Foundation, and to appoint and delegate responsibilities and authority to committees, officers and agents. The Board of Directors may accept donations of real property; it may also decline to accept such property as it may deem inappropriate or potentially burdensome.

Section 5.2: Title and Management of Property. All of the property, funds, and assets received or acquired by the Foundation shall be taken, held, managed and expended in a manner as directed by the Board. Title to all property, funds, and assets of the Foundation shall at all times be and remain vested in said Board and their successors in office jointly.

Section 5.3: Composition and Number. The Board shall include representatives from the open source software community and qualified individuals with similar interests. The number of Directors of the Foundation shall be not less than seven and not more than twenty-five until changed by a duly adopted amendment to this Bylaw section. At no point may more than one individual working for a single organization as an officer, employee, agent, contractor, or otherwise, serve concurrently on the Board. One Board seat will be reserved for a representative of the Foundation projects, to be nominated by majority vote of the project leads and accepted by the Nominating Committee (the "Project Representative Director"). Six Board seats will be reserved for Directors that are neither Member Representative Directors nor Project Representative Directors (the "At-Large Directors"). At all times, at least one-third of all Directors must be At-Large Directors. If at any point, the number of At-Large Directors represents less than one-third of all Directors due to an increase in the number of Member Representative Directors, then At-Large Directors shall be added in accord with Section 5.4 until At-Large Directors represent no less than one-third of all Directors. Each Director will have one vote on any matter that comes before the Board.

Section 5.4: Member Representative Directors. Member Representative Directors will be appointed by each Member or class of Members to whom a Member Representative Director position is granted in accord with these Bylaws or the Foundation's membership prospectus. Member Representative Directors will have the same powers and duties of other members of the Board of Directors under these Bylaws, and will be included in all calculations under Sections 5.3 and 5.11 above.

Section 5.5: Board Appointment. Candidates for appointment to the Board as At-Large Directors shall be selected by a Nominating Committee consisting of the President, and two or more members of the Board. New Directors must be approved by majority vote of the Board. The Project Representative Director will be nominated by majority vote of the project leads and accepted by the Nominating Committee without further approval of the Board. Each Diamond Director will be appointed by the Diamond Member within thirty (30) days of the effective date of membership. Each Platinum Director will be appointed by majority vote of the Platinum Members. Each Platinum Member will have a number of votes equal to the number of Platinum Director positions then up for election, and votes may be cast cumulatively. The Gold Director will be appointed by majority vote of the Gold Members, and each Gold Member will have a single vote. No Member Representative Director need be approved by the Board.

Section 5.6: Term of Office. Directors shall serve for a term of of one year, earlier removed or resigned under Section 5.7, 5.8, or 5.15, or until their successors have duly taken office, but in no event may a Director serve more than seven consecutive terms. After completion of seven consecutive terms, a Director will be given emeritus status. After one year of emeritus status, a Director may be re-nominated and re-appointed to the Board. Length of terms and appointment dates may be staggered by decision of the Board to avoid all terms expiring at the same time. In the event the number of authorized Platinum Directors under Section 4.3 above decreases during the term of one or more Platinum Directors, and no Platinum Director is automatically removed under Section 5.9 below, then all then-serving Platinum Directors may conclude their full term and the decrease in the number of authorized Platinum Directors will take effect upon the next resignation, removal, or term expiration of a Platinum Director.

Section 5.7: Removal of Directors. A Director may be removed, with or without cause, if a majority of the Directors present at a duly constituted meeting vote for the removal. Removal is effective only if it occurs at a meeting called for that purpose. Notice must be sent to all directors that a purpose of the meeting is removal. In the event a Member terminates or fails to renew its membership, any agent or appointee of that Member serving as a Member Representative Director will be automatically removed without further action of the Board as of the effective date of the termination or non-renewal, and any vacancy caused, if any, will be filled in accord with Section 5.9 below.

Section 5.8: Resignation. Any Director may resign by giving written notice to the President, the Secretary, or the Board. Such a written resignation will be effective on the later of (i) the date it is delivered or (ii) the time specified in the written notice that the resignation is to become effective. No Director may resign if the Foundation would then be left without a duly elected Director in charge of its affairs.

Section 5.9: Vacancies. Vacancies on the Board of Directors shall exist (i) whenever the number of authorized Directors is increased, including upon an increase in the number of authorized At-Large or Platinum Directors in accord with Sections 4.3 and 5.3, (ii) on the expiration of the term of any Director, or (iii) on the resignation, removal, or death of any Director. Vacancies on the Board will be filled in accord with the procedures set forth in Section 5.5 above. The person so appointed shall hold office for the unexpired term of their predecessor; however when filling a newly opened position (due to Board expansion or expiration of a predecessor's term), the person shall serve the regular term of office.

Section 5.10: Regular Meetings. Each year the Board shall hold at least one meeting at a time and place fixed by the Board for the purposes of election of Directors, appointment of Officers, review and approval of the Foundation's budget and transaction of other business. Other regular meetings of the Board may be held at such time and place as the Board may fix from time to time by resolution. Such meetings may be held electronically. All votes will be conducted in accord with Section 5.12 below.

Section 5.11: Special Meetings. In addition, the President or a majority of the Board may call a special meeting of the Board by notice to all Directors at least forty-eight (48) hours in advance given personally, by mail with postage pre-paid, or by electronic means. Such meetings may be held electronically. All votes will be conducted in accord with Section 5.12 below.

Section 5.12: Quorum. At all meetings of the Board, one-third of the total current number of Directors, but never less than three if the number of current Directors drops below nine, shall constitute a quorum. In the event the number of Directors is less than three, all Directors must be present to constitute a quorum. No action may be taken at a regular or special meeting without a quorum.

Section 5.13: Action Without Meeting By Electronic Vote. Any action required or permitted to be taken by the Board may be accomplished by means of electronic voting without a meeting (hereafter "Electronic Votes"). Electronic Votes of the Board shall be facilitated by means of two forums accessible by all members of the Board (the "Discussion Forum" and the "Voting Forum"). All Electronic Votes shall follow either a Regular Voting procedure or an Expedited Voting procedure.

a. Regular Voting.

- i. Any Director may make a motion to vote on any topic by posting such motion to the Discussion Forum.
- ii. In order to proceed to a vote, at least two additional Directors must second the motion by post to the Discussion Forum within forty-eight (48) hours (the "Second Period").
- iii. Upon expiration of the Second Period, a vote shall be called by post to the Voting Forum, along with a summary of any discussion.
- iv. Once a vote has been called, each Director has forty-eight (48) hours during which to register their vote (the "Voting Period"). Each vote shall be registered on the Voting Forum.

v. A vote is approved if a majority of the Directors then-in-office vote in the affirmative within the Voting Period.

b. *Expedited Voting.*

i. Any motion may include a request to expedite the voting process.

ii. If such a request is made and at least one-third of the Directors then-in-office second the motion, the vote will be called by posting to the Voting Forum without further delay.

iii. If such a request is made but less than one third of the Directors then-in-office second the motion, then the motion will proceed under the regular voting procedure hereunder.

Section 5.14: Majority Action As Board Action. Every act or decision done or made by a majority of the Directors present at a meeting at which a quorum is present, or otherwise undertaken in accord with the Articles of Incorporation, these Bylaws, or statute, is the act of the Board of Directors.

Section 5.15: Unexcused Absences. Any Board member who, during a single term, having failed to attend two regular or special meetings, or having failed to vote in two Electronic Votes, or having failed to attend one regular or special meeting and vote in one Electronic Vote, without excuse, will be removed automatically from the Board upon notice from the President, without a removal vote in accord with Section 5.6. Validation of excused absences will be determined by the Board and incorporated into the minutes of the meetings or by documentation of an Electronic Vote within one week of the event.

Section 5.16: Fees and Compensation. Directors shall not be compensated for serving on the Board of Directors. Directors shall be entitled to reimbursement of expenses incurred on behalf of the Foundation if such reimbursement is approved in advance by vote of the Board. Members of Departments may receive such reimbursement for expenses as may be fixed or determined by resolution of the Board of Directors.

Section 5.17: Member Representative Directors. Member Representative Directors will be appointed by each Member to whom a Member Representative Director position is granted in accord with the Foundation's membership prospectus within thirty (30) days of the effective date of membership, and need not be approved by vote of the Board in accord with Section 5.4. The term of each Member Representative Director will last for one year, until their successor has duly taken office, or until the Member Representative Director is earlier removed or resigns in accord with Sections 5.6, 5.7, or 5.14 above. Successors will be appointed by the Member. A vacancy in any Member Representative Director position will likewise be filled by appointment of the Member, and will otherwise take effect in accord with Section 5.8 above. Member Representative Directors will have the same powers and duties of other members of the Board of Directors under these bylaws, and will be included in all calculations under Sections 5.3 and 5.11 above. In the event the Member terminates or fails to renew its membership, the Member Representative Director will be automatically removed without further action of the Board as of the effective date of the termination or non-renewal.

ARTICLE VI: OFFICERS

Section 6.1: Number of Officers. The officers of the Foundation shall consist of a President, Secretary, and Treasurer. Officers may also be members of the Board, but need not be members of the Board in order to be elected to or hold an Officer position. Officers may serve with or without compensation, at the discretion of the Board.

Section 6.2: Nomination. A Nominating Committee consisting of the President and two or more members of the Board selected by the Board shall meet no less often than every two years to nominate a slate of officers.

Section 6.3: Election. The election of the officers shall occur at the first general board meeting following the meeting of the Nominating Committee.

Section 6.4: Term. The officers shall serve a term of two years and shall not serve more than three successive terms in the same office.

Section 6.5: Removal of Officers. Subject to the rights, if any, of an Officer under any contract of employment, any Officer may be removed, with or without cause, (i) by the Board, at any regular or special meeting of the Board, or at the annual meeting of the Foundation, or (ii) by an Officer on whom such power of removal may be conferred by the Board.

Section 6.6: Resignation of Officers. Any Officer may resign at any time by giving written notice to the Foundation. Any resignation shall take effect as of the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any of the Foundation under any contract to which the Officer is a party.

Section 6.7: Vacancy. A vacancy in any office shall be filled in the manner prescribed in the Bylaws for regular election to such office.

Section 6.8: Responsibilities of Officers.

- a. *President.* The President shall be the principal elected officer of the Foundation. They shall preside at all meetings of the Directors, shall serve as an ex-officio member of all committees, and shall have such other powers and duties as may be prescribed from time to time by the Board of Directors.
- b. *Secretary.* The Secretary shall keep, or cause to be kept, a book of minutes at the principal office of all meetings of the Board and Members.
- c. *Treasurer.* The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Foundation.

Section 6.9 Executive Director. The Board of Directors shall employ a paid staff executive who shall have the title of Executive Director and whose terms and conditions of employment shall be specified by the Board. The Executive Director shall be the chief executive and operating officer of the Foundation. They shall be responsible for all the day-to-day management functions. They shall manage and

direct all activities of the Foundation in accordance with policies established by the Board of Directors and shall be responsible to the Board. Within their authority, and in the course of their duties they shall (i) employ and discharge all members of the staff necessary to carry on the work of the Foundation, and fix their compensation within the approved budget; and (ii) define the duties of the staff, supervise their performance, establish titles, and delegate those responsibilities of management as shall, in their best judgment, be in the best interest of the Foundation. They shall attend all meetings of the Board of Directors, the Executive Committee and all other committees, serving as an ex-officio member, without a vote. They may be excused at meetings called to review their performance and/or compensation.

ARTICLE VII: TRANSACTIONS BETWEEN FOUNDATION AND DIRECTORS OR OFFICERS.

Section 7.1: Transactions with Directors and Officers.

a. *Interested Party Transactions.* Except as described in Section 7.1 (b), the Foundation shall not be a party to any transaction:

- i. In which one or more of its Directors or Officers has a Material Financial Interest, as defined below; or
- ii. With any corporation, firm, association, or other entity in which one or more Directors or Officers has a material financial interest.

b. *Requirements to Authorize Interested Party Transactions.* The Foundation shall not be a party to any transaction described in Section 7.1 (a) unless:

- i. The Foundation enters into the transaction for its own benefit;
- ii. The transaction is fair and reasonable to the Foundation at the time the transaction is entered into;
- iii. Prior to consummating the transaction or any part thereof, the Board authorizes or approves the transaction in good faith, by a vote of a majority of Directors then in office (with interested Directors excused and without counting interested Directors in the calculation of a majority), and with knowledge of the material facts concerning the

transaction and the interested Director's or Officer's financial interest in the transaction;

iv. Prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation that the Foundation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and

v. The minutes of the Board meeting at which such action was taken reflect that the Board considered and made the findings described in paragraphs (i) through (iv) of this Section 7.1 (b).

c. Material Financial Interest. Any Director with a material financial interest in a transaction is an Interested Director. A material financial interest in a transaction is a financial interest of any kind, direct or indirect, which in view of all the circumstances, is substantial enough that it reasonably would be expected to affect the Director or Officer's judgment with respect to the transaction with the Foundation. A Director or Officer shall not be deemed to have a material financial interest in a transaction:

i. That fixes the compensation of a Director as a Director or Officer;

ii. If the contract or transaction is part of a public or charitable program of the Foundation and it (i) is approved or authorized by the Foundation in good faith and without unjustified favoritism, and (ii) results in a benefit to one or more Directors or their families only because they are in the class of persons intended to be benefited by the program; or

iii. Where the interested Director has no actual knowledge of the transaction and it does not exceed the lesser of one percent of the gross receipts of the Foundation for the preceding year or \$100,000.

Section 7.2: Loans to Directors and Officers. The Foundation shall not make any loan of money or property to or guarantee the obligation of any Director or Officer; except that, however, the Foundation may advance money to a Director or Officer for expenses reasonably anticipated to be incurred in the performance of duties of such

Director or Officer, if in the absence of such advance, such Director or Officer would be entitled to be reimbursed for such expenses by the Foundation.

Section 7.3: Interlocking Directorates. No contract or other transaction between the Foundation and any corporation, firm or association of which one or more Directors are directors is either void or voidable because such Director(s) are present at the Board or Committee meeting that authorizes, approves or ratifies the contract or transaction, if (i) the material facts as to the transaction and as to such Director's other directorship are fully disclosed or known to the Board or Committee, and the Board or Committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common Director(s) (subject to the quorum provisions of Article 5); or if (ii) the contract or transaction is just and reasonable as to the Foundation at the time it is authorized, approved or ratified.

Section 7.4: Standards of Conduct. A Director shall perform the duties of a Director, including duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of the Foundation and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements including financial statements and other financial data, in each case prepared or presented by:

- a. One or more officers or employees of the Foundation whom the Director believes to be reliable and competent in the matters presented;
- b. Counsel, independent accountants or other persons as to matters which the Director believes to be within such person(s) professional or expert competence; or
- c. A committee of the Board upon which the Director does not serve, so long as the matter is within the designated authority of the Committee, the Director believes that the Committee merits confidence, and the Director otherwise acts in good faith and engages in any further inquiry necessitated by the circumstances.

Section 7.5: Duty of Loyalty. Nothing in this Article 7 shall be construed to detract in any way from the absolute duty of loyalty that every Director and Officer owes to the Foundation. Furthermore, nothing in this Article 7 shall be construed to override or amend the provisions of Article 11. All conflicts between the two articles shall be resolved in favor of Article 11.

ARTICLE VIII: PROJECTS

Section 8.1: Project Purpose. The Foundation's goal is to ensure that open source software projects have the financial, logistical, and administrative resources they need to ensure their success, whether as part of the Foundation or as an independent entity.

Section 8.2: Project Designations. The Board of Directors, by resolution adopted by a majority of the Directors presently serving, may designate one or more distinct open source software projects that the Foundation seeks to further in accord with Section 8.1 and Article II herein (each a "Project").

Section 8.3: Project Operation. Each Project will initially be led by an individual nominated by the contributors to the Project, if any, prior to the Project's incorporation into the Foundation, and approved by the Board (the "Project Lead"). The Project Lead will appoint a team of individuals to administer the Project under the supervision of the Project Lead (the "Project Team"), in such a way as to promote the Foundation's purpose under Article II. The Project Lead will be responsible for providing reports to the Board as required for proper administration of the Project.

Section 8.4: Term of Office. Each Project Lead shall continue as such until such time as they are replaced by vote of the Project Team, conducted in a manner determined by the Project Lead, and their replacement is approved by the Board.

Section 8.5: Vacancies. Vacancies in the Project Lead role of any Project will be filled by vote of the Project Team, conducted in a manner determined by the Project Lead, and approval by the Board.

Section 8.6: Project Termination.

a. *By Board.* The Board, upon a majority vote at a regular meeting, special meeting, or by way of Electronic Vote, may terminate a Project. Termination will be effective upon sixty (60) days notice, by any means suitable under these Bylaws, to the Project Lead.

b. *By Project Team.* The Project Team, upon a majority vote of its members in a manner determined by the Project Lead, may terminate a Project. Termination will be effective upon sixty (60) days notice, by any means suitable under these Bylaws, to the Board.

Section 8.7: Disposition of Intellectual Property. Upon termination of a Project, whether by the Board or by the Project Team, the Project Team may request within sixty (60) days of the effective date of termination that all intellectual property of any kind owned by the Foundation, including copyrights, trademarks, patents, and trade secrets, created by and related to the Project ("Project IP"), be transferred and assigned to another entity for the purpose of continuation of the Project. The Foundation must make the transfer requested provided that:

- a. The request is timely made;
- b. The receiving entity is a non-profit corporation qualified under the United States Internal Revenue Code at the time the request is made; and
- c. To the extent any Project IP has been incorporated into other Projects, the Project Team grants a license, as necessary, to the Foundation to continue that use.

ARTICLE IX: FISCAL POLICY

Section 9.1: Major Activities. All new ventures undertaken by the Foundation, including major financial expenditures and obligations, must be approved by the Board and any expenditure in connection therewith shall be specifically authorized for such purposes by the Board before disbursement may be made for such purpose. The Executive Director, with the advice of the Project Leads, shall once per year prepare an annual budget for the Board's approval.

Section 9.2: Excess Funds. Whenever the cash balances of the Foundation are deemed to be in excess of current needs, the Board may authorize the investment of

any such funds for interest earning purposes in United States Government Bonds, federally insured savings accounts and/or other investment programs deemed appropriate by the Board. Such deposits shall be made in the name of the Foundation with the authority for making of deposits and withdrawals vested in such person or persons, as the Board shall from time to time provide by resolution. The Board is further empowered to authorize loans or donations for any purpose that, in the Board's discretion, furthers the best interest of the Foundation and its purpose as outlined in Article II.

Section 9.3: Disbursements. All checks, drafts or other payments of money, notes or other evidences of indebtedness issued in the name of or payable to the Foundation and requiring signature shall be signed or endorsed by such person or persons and in a manner as from time to time shall be determined by the Board of Directors.

Section 9.4: Annual Audit. The Foundation shall require an annual audit of its accounts by a certified public accountant.

Section 9.5: Fiscal Year. The fiscal year of the Foundation shall commence on the 1st day of January and end on the 31st day of December.

ARTICLE X: AMENDMENTS TO BYLAWS

Power to repeal or amend these Bylaws and adopt additional Bylaws is hereby delegated to the Board of Directors. Changes in these Bylaws or the adoption of additional Bylaws may be made at any meeting of the Board. However, before new bylaws or changes in existing Bylaws may be adopted, notice of same shall be first given by the Executive Director by mail to all Directors at least ten (10) days prior to such a meeting and same shall be adopted only by an affirmative vote of two-thirds of all current Directors. Amendment of the Bylaws may be made by Electronic Vote, in which event the Second Period will be extended to ten (10) days.

ARTICLE XI: LIMITATION OF LIABILITIES

Section 11.1: Limitation. Nothing herein shall be construed as to create a partnership or joint venture between the Directors and Officers of the Foundation for any purpose whatsoever. No Director, Officer, agent or employee of the Foundation shall be liable

for their acts or failure to act to any other Director, Officer, agent or employee of the Foundation; nor shall any Director, Officer, agent or employee be liable for their acts or failure to act under these Bylaws, excepting only acts or omissions to act arising out of their willful malfeasance.

Section 11.2: Directors and Officers. There shall be no personal liability to a third-party of a Director or President, Secretary or Treasurer of the Foundation caused by the Director's or Officer's negligent act or omission in the performance of that person's duties as a Director or Officer, if all of the following conditions are met:

- a. The act or omission was within scope of the Director's or Officer's duties;
- b. The act or omission was performed in good faith; and
- c. The act or omission was not reckless, wanton, intentional, or grossly negligent.

This limitation on the personal liability of a Director or Officer does not limit the liability of the Foundation for any damages caused by acts or omissions of a Director or Officer, nor does it eliminate the liability of a Director or Officer provided by law in any action or proceeding brought by the Attorney General. It is the intent of the Foundation to eliminate the personal liability of each Director and Officer to the fullest extent allowed by law.

Section 11.3: Liability Insurance. In order to obtain the full benefit of the limitation of liability set forth in Section 12.2 above, the Foundation and the Directors shall make all reasonable efforts in good faith to maintain liability insurance in the form of a general liability policy for the Foundation and/or a director's and officer's liability policy.

Section 11.4: Indemnity for Litigation. The Foundation hereby agrees to exercise the power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person is or was a Director, Officer, employee or other agent (as defined by statute) of the Foundation, to the full extent allowed thereunder relating to the power of the Foundation to indemnify any such person. The amount of such indemnity shall be so much as the Board of

Directors determines and finds to be reasonable, or, if required by statute, the amount of such indemnity shall be so much as the court determines to be reasonable.

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of the corporation named in the title thereto and that such Bylaws were duly adopted by the Board of Directors of said Foundation on the date set forth above.

Dated: __

Signed: __

Secretary

EXHIBIT D

MEMBERSHIP

Adobe

- Level – Silver
- Renewal Date – 9/1/2016
- Amount Paid – \$12,000

Adzerk

- Level – Silver
- Renewal Date – 5/25/2016
- Amount Paid – \$0, barter agreement for ad services on jQuery websites

AgileFAQs

- Level – Bronze
- Renewal Date – 11/4/2015
- Amount Paid – \$2,400

appendTo

- Level – Bronze
- Renewal Date – 6/5/2016
- Amount Paid – \$2,400

Barewalls

- Level – Bronze
- Renewal Date – 1/19/2016

- Amount Paid – \$2,030, discounted for no individual membership

Bocoup

- Level – Bronze
- Renewal Date – 5/27/2016
- Amount Paid – \$2,400

BrowserStack

- Level – Silver
- Renewal Date – 2/26/2016
- Amount Paid – \$4,000, Silver dues + ad placement on jquery.com homepage less barter exchange for Enterprise Plus account

ChameleonJohn

- Level – Bronze
- Renewal Date – 4/16/2016
- Amount Paid – \$2,400

Code School

- Level – Bronze
- Renewal Date – 6/1/2016
- Amount Paid – \$0, barter agreement to run and update try.jquery.com

Dealspotr

- Level – Bronze
- Renewal Date – 3/19/2016
- Amount Paid – \$2,400

Deque Systems

- Level – Silver

- Renewal Date – 10/20/2015
- Amount Paid – \$12,000

Famous

- Level – Diamond
- Renewal Date – 11/18/2017
- Amount Paid – \$240,000, two more payments due 11/18/2015 and 11/18/2016

Fort Point Legal

- Level – Bronze
- Renewal Date – 7/29/2016
- Amount Paid – \$2,400

HeatVision

- Level – Silver
- Renewal Date – 8/15/2016
- Amount Paid – \$12,000, grandfathered Bronze member with \$6k credit toward event royalties

IBM

- Level – Diamond
- Renewal Date – 4/1/2017
- Amount Paid – \$240,000, one more payment due 4/1/2016

Intel

- Level – Silver
- Renewal Date – In progress
- Amount Paid – \$12,000

MaxCDN

- Level – Platinum
- Renewal Date – 8/1/2016
- Amount Paid – \$42,000, Platinum dues + \$42k cash contribution less barter exchange for CDN services

Media Temple

- Level – Platinum
- Renewal Date – 1/1/2016
- Amount Paid – \$0, barter exchange for web hosting

Mozilla

- Level – Silver
- Renewal Date – In progress
- Amount Paid – \$12,000

NAVER Corporation

- Level – Bronze
- Renewal Date – 4/2/2016
- Amount Paid – \$2,400

NeoBux

- Level – Gold
- Renewal Date – 3/24/2016
- Amount Paid – \$60,000

ppedv AG

- Level – Bronze
- Renewal Date – 4/27/2016
- Amount Paid – \$2,000, discounted for no individual membership

Serenataflowers.com

- Level – Bronze
- Renewal Date – 5/19/2016
- Amount Paid – \$2,400

Sitepen

- Level – Bronze
- Renewal Date – 11/1/2015
- Amount Paid – \$2,400

Syncfusion

- Level – Silver
- Renewal Date – 4/6/2016
- Amount Paid – \$12,000

White October

- Level – Bronze
- Renewal Date – In progress
- Amount Paid – \$2,400

WordPress

- Level – Diamond
- Renewal Date – 10/10/2015
- Amount Paid – \$240,000

EXHIBIT E

MEMBERSHIP PROSPECTUS

Silver - \$12k / year

- **jQuery Foundation Network**
 - Access to the other member organizations that have a vested interest in JavaScript, open source and the advancement of the open web through the success of the jQuery Foundation. Learn from other members and share experiences creating, sharing and using open source projects through tools like:
 - jQuery Foundation member mailing list where members can discuss issues and ideas around any topic from corporate open source to vendor recommendations
 - opportunities for personal introductions to other corporate members
 - quarterly member newsletter
- **Recognition**
 - Logo and information about company on jquery.org/members in appropriate member section
 - Other opportunities for recognition in various foundation marketing materials, websites, event signage, etc.
- **Events**
 - Opportunity to host officially licensed jQuery Foundation events

Gold - \$60k / year

- **jQuery Foundation Governance**
 - Ability to nominate a member of your organization to act as the single Gold Level Member representative to the Board of Directors in accordance with the bylaws. There will be one Gold level representative selected by the current Gold level members.
 - Invitation for one representative from your organization to attend in person and virtual meetings of the Board of Directors as an observer if you do not have a representative on the board
- **jQuery Foundation Network**
 - Access to the other member organizations that have a vested interest in JavaScript, open source and the advancement of the open web through the success of the jQuery Foundation. Learn from other members and share experiences creating, sharing and using open source projects through tools like:
 - jQuery Foundation member mailing list where members can discuss issues and ideas around any topic from corporate open source to vendor recommendations
 - Opportunities for personal introductions to other corporate members
 - Quarterly member newsletter
- **Recognition**
 - Logo and information about company on jquery.org/members in appropriate member section

- Other opportunities for recognition in various foundation marketing materials, websites, event signage, etc.
- **Events**
 - Opportunity to host officially licensed jQuery Foundation events
 - \$25k credit toward event royalties

Platinum - \$120k / year

- **jQuery Foundation Governance**
 - Ability to nominate a member of your organization to act as one of the Platinum Level Member representatives to the Board of Directors in accordance with the bylaws. There will be one Platinum level representative for every two Platinum level members
 - Invitation for one representative from your organization to attend in person and virtual meetings of the Board of Directors as an observer if you do not have a representative on the board
- **jQuery Foundation Network**
 - Access to the other member organizations that have a vested interest in JavaScript, open source and the advancement of the open web through the success of the jQuery Foundation. Learn from other members and share experiences creating, sharing and using open source projects through tools like:
 - jQuery Foundation member mailing list where members can discuss issues and ideas around any topic from corporate open source to vendor recommendations
 - Opportunities for personal introductions to other corporate members
 - Quarterly member newsletter
- **Recognition**
 - Logo and information about company on jquery.org/members in appropriate member section
 - Other opportunities for recognition in various foundation marketing materials, websites, event signage, etc.
- **Events**
 - Opportunity to host officially licensed jQuery Foundation events
 - \$50k credit toward event royalties

Diamond - \$240k / year

- **jQuery Foundation Governance**
 - 1 seat on the jQuery Foundation Board of Directors which includes:
 - Access to all internal mailing lists and resources to be fully informed on the plans and inner workings of the foundation
 - Invites to all Board of Director meetings (online and in-person)
 - Input and guidance on the direction the foundation is going and the issues it should help with next
- **jQuery Foundation Network**
 - Access to the other member organizations that have a vested interest in JavaScript, open source and the advancement of the open web through the

success of the jQuery Foundation. Learn from other members and share experiences creating, sharing and using open source projects through tools like:

- jQuery Foundation member mailing list where members can discuss issues and ideas around any topic from corporate open source to vendor recommendations
- Opportunities for personal introductions to other corporate members
- Quarterly member newsletter

- **Recognition**

- Logo and information about company on jquery.org/members in appropriate member section
- Other opportunities for recognition in various foundation marketing materials, websites, event signage, etc.

- **Events**

- Opportunity to host officially licensed jQuery Foundation events
- \$100k credit toward event royalties

EXHIBIT F

PROJECTS

PROJECTS COMING FROM JQUERY

jQuery Core

jQuery is a fast, small, and feature-rich JavaScript library. It makes things like HTML document traversal and manipulation, event handling, animation, and Ajax much simpler with an easy-to-use API that works across a multitude of browsers. With a combination of versatility and extensibility, jQuery has changed the way that millions of people write JavaScript.

License: MIT

Copyright: jQuery Foundation

Other IP, licensing or agreements: Registered character mark for “jQuery”, trademarks for logo (curved lines alone), stylized “jQuery”, combined logo+stylized jQuery+tag line

URL: <http://jquery.com/>

GitHub Repo: <https://github.com/jquery/jquery>

Current Project Lead: Timmy Willison

QUnit

QUnit is a powerful, easy-to-use JavaScript unit testing framework. It's used by the jQuery, jQuery UI and jQuery Mobile projects and is capable of testing any generic JavaScript code, including itself!

License: MIT

Copyright: jQuery Foundation

Other IP, licensing or agreements: Registered character mark for “QUnit”, trademark for full QUnit logo

URL: <http://qunitjs.com/>

GitHub Repo: <https://github.com/jquery/qunit>

Current Project Lead: Jörn Zaefferer

jQuery UI

jQuery UI is a curated set of user interface interactions, effects, widgets, and themes built on top of the jQuery JavaScript Library. Whether you're building highly interactive web applications or you just need to add a date picker to a form control, jQuery UI is the perfect choice.

License: MIT

Copyright: jQuery Foundation

Other IP, licensing or agreements: Trademark for full jQuery UI logo

URL: <http://jqueryui.com/>

GitHub Repo: <https://github.com/jquery/jquery-ui>

Current Project Lead: Scott González

Sizzle

A pure-JavaScript CSS selector engine designed to be easily dropped in to a host library.

sizzlejs.com

License: MIT

Copyright: jQuery Foundation

Other IP, licensing or agreements: Registered character mark for “Sizzle”, trademark for full Sizzle logo

URL: <http://sizzlejs.com/>

GitHub Repo: <https://github.com/jquery/sizzle>

Current Project Lead: Richard Gibson

jQuery Mobile

A unified, HTML5-based user interface system for all popular mobile device platforms, built on the rock-solid jQuery and jQuery UI foundation. Its lightweight code is built with progressive enhancement, and has a flexible, easily themeable design.

License: MIT

Copyright: jQuery Foundation

Other IP, licensing or agreements: Trademark for full jQuery Mobile logo

URL: <http://jquerymobile.com>

GitHub Repo: <https://github.com/jquery/jquery-mobile>

Current Project Lead: Alex Schmitz

Globalize

A JavaScript library for internationalization and localization that leverages the official Unicode CLDR JSON data. The library works both for the browser and as a Node.js module.

License: MIT

Copyright: jQuery Foundation

Other IP, licensing or agreements: None - need to register logo

URL: <http://globalizejs.com>

GitHub Repo: <https://github.com/jquery/globalize>

Current Project Lead: Rafael Xavier de Souza

jQuery Mouse Wheel Plugin

A jQuery plugin that adds cross-browser mouse wheel support with delta normalization.

License: MIT

Copyright: jQuery Foundation

Other IP, licensing or agreements: None

URL: N/A

GitHub Repo: <https://github.com/jquery/jquery-mousewheel>

Current Project Lead: None

Chassis

Chassis is an attempt at creating open standards designed for CSS libraries, JavaScript UI libraries, and web developers in general. This project will define standards for markup and class names for common widgets and patterns, as well as an implementation of those standards.

License: MIT

Copyright: jQuery Foundation

Other IP, licensing or agreements: None - need to register logo

URL: <http://css-chassis.com>

GitHub Repo: <https://github.com/jquery/css-chassis>

Current Project Lead: Sarah Frisk

PEP

PointerEvents Polyfill: a unified event system for the web platform <http://www.w3.org/TR/pointerevents/>

License: MIT

Copyright: jQuery Foundation

Other IP, licensing or agreements: None - need to register logo as soon as finalized

URL: N/A

GitHub Repo: <https://github.com/jquery/pep>

Current Project Lead: Scott González

Esprima

Esprima is a high performance, standard-compliant ECMAScript parser written in ECMAScript (also popularly known as JavaScript).

License: BSD

Copyright: jQuery Foundation

Other IP, licensing or agreements: None

URL: <http://esprima.org>

GitHub Repo: <https://github.com/jquery/esprima>

Current Project Lead: Ariya Hidayat

PROJECTS COMING FROM DOJO

Dojo Toolkit

A JavaScript toolkit that saves you time and scales with your development process. Provides everything you need to build a Web app. Language utilities, UI components, and more, all in one place, designed to work together perfectly.

Status: 1.x is stable, 2.x is under active development

License: BSD

Copyright: Dojo Foundation

Other IP, licensing or agreements: None

URL: <http://dojotoolkit.org/>

GitHub Repo: <https://github.com/dojo/>

Current Project Lead: Dylan Schiemann

Grunt

Grunt is a JavaScript command line utility designed to help automate repetitive project tasks such as minification, compilation, unit testing, linting and deployment.

Status: 0.4. is stable, 1.0 is under active development. Note that Grunt had some initial concerns about jQuery Foundation, we'll need to discuss with them.

License: MIT

Copyright: Bel Alman and Dojo Foundation

Other IP, licensing or agreements: None

URL: <http://gruntjs.com/>

GitHub Repo: <https://github.com/gruntjs/>

Current Project Lead: Ben Alman

Intern

Intern is a complete test stack for JavaScript designed to help you write and run consistent, high-quality test cases for your JavaScript libraries and applications.

License: BSD

Status: 3.x is about to be released

Copyright: SitePen, contributors, and Dojo Foundation

Other IP, licensing or agreements: None

URL: <http://theintern.io/>

GitHub Repo: <https://github.com/theintern/>

Current Project Lead: Colin Snover

Jed

The Jed Toolkit is a collection of interoperable tools to help facilitate the full process of internationalizing applications in JavaScript.

Status: Less active, but we should help revive Alex's efforts or combine efforts with Gloablize

License: WTFPL or BSD

Copyright: Alex Sexton and Dojo Foundation

Other IP, licensing or agreements: None

URL: <https://slexaxton.github.io/Jed/>

GitHub Repo: <https://github.com/jedtoolkit>

Current Project Lead: Alex Sexton

Io-dash

Lo-Dash is a JavaScript utility library that provides more consistent cross-environment iteration support for arrays, strings, objects, and `arguments` objects

Status: Stable and active

License: MIT

Copyright: Dojo Foundation (with some attribution to Underscore)

Other IP, licensing or agreements: None

URL: <http://lodash.com/>

GitHub Repo: <https://github.com/lodash/lodash>

Current Project Lead: John-David Dalton

Tessel

Tessel is a development platform you can embed in a product. Build fast with Node.js/io.js, then optimize the hardware and build thousands. Note that Tessel will want to know if they can receive grants roughly equal to the money that they earn through manufacturer royalties.

Status: Active

License: Several (<https://tessel.io/opensource>), most software with MIT and Apache 2

Copyright: Technical Machine and Dojo Foundation

Other IP, licensing or agreements: Royalty agreement between manufacturer and Dojo Foundation

URL: <http://tessel.io/>

GitHub Repo: <https://github.com/tessel/>

Current Project Lead: Tim Ryan & John McKay

RequireJS

RequireJS loads plain JavaScript files as well as more defined modules. It is optimized for in-browser use, including in a Web Worker, but it can be used in other JavaScript environments, like Rhino and Node.

Status: Active and stable

License: BSD or MIT

Copyright: Dojo Foundation

Other IP, licensing or agreements: None

URL: <http://requirejs.org/>

GitHub Repo: <https://github.com/jrburke/requirejs>

Current Project Lead: James Burke

Persevere

Server-side JavaScript framework for working with data and requests in a manner consistent with dojo/store and dstore

Status: Stable, early discussions on a future release, or merging with Dojo Toolkit

License: BSD

Copyright: Dojo Foundation

Other IP, licensing or agreements: None

URL: <http://persvr.org/>

GitHub Repo: <https://github.com/persvr/>

Current Project Lead: Kris Zyp

OpenCoWeb

The Open Cooperative Web Framework (OpenCOWeb) provides JavaScript enablement of concurrent real-time interactions among remote users and external data sources. The framework handles remote notification of user changes, the resolution of conflicting changes, and convergence of application state using Operational Transformation algorithms. The objective of the framework is to support cooperative web concepts across all browsers and devices.

Status: Stable. It's an interesting project with operational transformation patterns, but IBM seems to have lost interest.

License: BSD

Copyright: Dojo Foundation and IBM

Other IP, licensing or agreements: None

URL: <https://github.com/opencoweb/coweb/wiki>

GitHub Repo: <https://github.com/opencoweb/coweb>

Current Project Lead: Dan Gisolfi

Zazl

Developers build web browser-based user interfaces, or web UIs, with a combination of server-side UI code and client-side UI code. Sometimes it makes sense to render a UI component on the server-side. Other times you need to instantiate a UI component client-side, inside the running web page. Sometimes you want the flexibility to render the UI component client-side or server-side.

Status: Stable. I recently asked if the project was active any more, and was told by some users that they use it every day, and have no issues, hence the lack of active development.

License: BSD

Copyright: Dojo Foundation and IBM

Other IP, licensing or agreements: None

URL: <http://zazl.org>

GitHub Repo: <https://github.com/zazl>

Current Project Lead: Richard Backhouse

DWR

DWR enables Java code on the server and JavaScript code in a browser to interact and call each other as simply as possible, making it easy for developers to add data into web pages.

Status: 3.0 stable. I thought this project was dead, and then they released version 3.0 in May after 7 years between major releases.

License: Apache

Copyright: Dojo Foundation

Other IP, licensing or agreements: None

URL: <http://directwebremoting.org/dwr/>

GitHub Repo: <http://svn.directwebremoting.org/dwr/trunk/>

Current Project Lead: David Marginian

EXHIBIT G

MANAGEMENT AND OPERATIONS

Board of Directors:

Name	Type	Term Ending
Anne Colom	At-Large	6/23/2016
Dave Methvin	At-Large	6/23/2016
Mike Sherov	At-Large	6/23/2016
Adam Sontag	At-Large	6/23/2016
Ralph Whitbeck	At-Large	6/23/2016
Alex Sexton	At-Large	6/23/2016
Gabriel Schulhof	Project Representative	6/16/2016
Steve Newcomb	Member Representative (Famous)	6/23/2016
Andy Smith	Member Representative (IBM)	6/23/2016
Dylan Schiemann	At-Large	1 year from Closing
Michael Peachey	At-Large	1 year from Closing

Employees:

Executive Director: Kris Borchers