# Service Contract

Open Source Initiative (OSI)

AND:

Startup Libre Consultoria em Informatica

(*Foundation*, *we*, *us*, or *our* as applicable) at the following address:

**Contact:**
Patrick Masson, Open Source Initiative
855 El Camino Real
Palo Alto, CA 94301-6105

AND:

Startup Libre Consultoria em Informatica

**Contact:**
Niccholas Rodriguez Vidal
Rua Faria Santos 466, 702
CEP 90670-150
Porto Alegre - RS – Brazil

**Contract No.**
2017-02-06.01

**Term**
1yr, renewable

**Federal Tax ID**
91-2037395

**Preparer**
P. Masson

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## SCHEDULE A – SERVICES

1. Work with General Manager and Board of Directors to develop effective strategies and practices to: expand and enhance corporate relationships; solicit major corporate donors for annual giving; and diversify and increase funding base.

2. Research, identify, cultivate, engage with, solicit, and steward corporate donations for the OSI.

3. Build and manage a broad base of corporate donors and prospects from various sources, with particular attention to those prospect segments identified as having the greatest potential for growth.

4. Make recommendations, develop and implement, as approved, marketing and communications efforts to promote the OSI’s Corporate Sponsorship Program and further corporate giving.

5. Provide infrastructure support, systems administration, and applications management related to OSI websites (opensource.org and opensource.net).

**Term:**

From and including: **April 1, 2018**

To and including: **March 30, 2019**

## SCHEDULE B – COMMISSION AND EXPENSES

<table>
<thead>
<tr>
<th>Commissions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>10% of total donations received in only the first twelve months after the first gift by such corporate donors solely from new corporate donors introduced by Contractor (“CTR Donors”) and that make their first donation during the term of the Agreement or within six (6) months after the termination of the Agreement; provided that CTR Donors shall not include additional gifts from existing donors.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contracted rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor shall be paid $50 per hour for work related to the maintenance and administration of OSI websites, opensource.org and opensource.net.</td>
</tr>
</tbody>
</table>

| 5% from additional gifts from existing donors listed on Appendix C that contribute another donation during the term of the Agreement or within six (6) months after the termination of the Agreement. |

| All corporate donors shall include any entity which is controlled by, controlling or under common control with such corporate donor. Paid in $USD. |

## SCHEDULE C – APPROVED SUBCONTRACTOR(S)

<table>
<thead>
<tr>
<th>Billing date(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commission will be paid to the Contractor after receipt of payment from applicable donors and upon invoicing from Contractor.</td>
</tr>
</tbody>
</table>

**Note:** Invoices to be sent to Patrick Masson via masson@opensource.org

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1. **Contract Extension:** By mutual agreement between the parties, this Agreement may be extended for an additional term at a mutually acceptable fee.

2. **Supervision of Contractor's Services:** All services to be performed by the Contractor, including but not limited to the Services, will be as agreed between Contractor and the Foundation's appointed Supervisor, Patrick Masson. Contractor will be required to report to the Supervisor concerning the Services performed under this Agreement.

3. **Expenses and Reimbursements:** The OSI will reimburse the Contractor for pre-approved “out-of-pocket” expenses in accordance with OSI policies. Contractor must provide to the OSI a report identifying each expense and its relationship to the Services of this Agreement.

4. **Amendments and Waivers:** Any term of this Agreement may be amended or waived only with the written consent of the parties.

5. **Sole Agreement:** This Agreement, including the Schedules and Appendices hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

6. **Severability:** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

The parties have duly executed this agreement as of the 1st day of April, 2018

SIGNED AND DELIVERED on behalf of Foundation
by its authorized representative.

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Authorized Representative

SIGNED AND DELIVERED by or on behalf of the Contractor
(or by an authorized signatory of the Contractor if a corporation)

Nick Vidal

Contractor or Authorized Signatory

Niccholas Rodriguez Vidal

Print Name

Print Name
TERMS OF SERVICE CONTRACT

CONTRACTOR’S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this agreement. You must provide the Services during the term described in Schedule A, regardless of the date of execution or delivery of this agreement.

2. You must supply and pay at your cost for all labour, materials, and approvals necessary or advisable to provide the Services, unless noted otherwise in Schedule E.

3. You must perform the Services to a reasonable standard of care, skill, and diligence, not less than that maintained by persons providing, on a commercial basis, services similar to the Services.

4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.

5. You must comply with our instructions in performing the Services, but not as to the manner in which those instructions are carried out except as specified in this Agreement.

6. You must, upon our request, fully inform us of all work you do in connection with providing the Services.

7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to us.

8. You must permit us at all reasonable times to inspect and copy all material that has been produced or received by you or any subcontractor as a result of this agreement (collectively the "Material"). including, without limitation, accounting records, findings, software, data, specifications, drawings, reports, and documents, whether complete or not.

9. You will sign the following confidentiality agreements prior to or on the date on which your relationship with the Foundation commences:

 Appendices A: "Agreement Concerning Confidential Information and Inventions"

 Appendices B: "Agreement Concerning Confidential Information on the Database"

 These confidentiality agreements continue in force indefinitely, even after this agreement ends.

10. The Material and any property we provide to you or a subcontractor is our exclusive property. You must deliver it to us immediately upon our request.

11. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D if any, as modified from time to time in accordance with our directions.

12. You must apply for, and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with this agreement.

13. You must comply with all applicable laws.

14. You must indemnify and hold harmless us and our officers, directors, or agents (each an "Indemnified Person") from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.

15. You must not assign your rights or obligations under this agreement without our prior written consent, in our sole discretion.

16. You must not subcontract any obligation under this agreement other than to persons listed in Schedule C without our prior written consent. No subcontractor, whether consented to or not, relieves you from any obligations under this agreement. You must ensure that any subcontractor fully complies with this agreement in performing the subcontracted Services.

17. You must not provide any services to any person in circumstances that, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.

18. You must not commit or purport to commit us to pay any money except as authorized by this agreement.

PAYMENT

19. We must pay you the fees described in Schedule B. We must pay you for expenses in accordance with Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services. We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

20. You must submit written statements of account to us, but no sooner than the dates referred to in Schedule B as the "Billing Dates".

21. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien claim that could arise in connection with the provision of the Services.

22. Unless otherwise specified in this agreement, all references to money are to U.S. dollars.

TERMINATION

23. We may terminate this Agreement for any reason on giving 10 days' written notice of termination to you. If we do so for any reason other than your failure to comply with this Agreement, we must pay you that portion of the fees and expenses described in Schedule B that equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.

24. If you fail to comply with this Agreement, we may terminate it without any notice to you (and without paying you that portion of the fees and expenses described in Schedule B for the portion of the Services completed before termination) and we may pursue other remedies as well.

GENERAL

25. You are an independent contractor and not our employee, agent, or partner.

26. If you are a corporation, you represent and warrant to us that you have authorized your signatory to enter into and execute this Agreement on your behalf without affixing your common seal.

27. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

28. This Agreement is governed by and is to be construed in accordance with the laws of California, United States of America, expressly excluding conflicts of law rules.

29. Time is of the essence in this agreement.

30. A waiver by us of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach by you.

31. No modification of this Agreement is effective unless it is in writing and signed by the parties.

32. This Agreement and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

33. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles County, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures.

34. Sections 6, 8, 9, 10, 13, 15, and 18 continue in force indefinitely, even after this agreement ends.

35. The schedules and appendices to this Agreement are part of this agreement.

36. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.

37. In this Agreement, "we", "us", and "our" refer to OSI alone and never refer to the combination of the Contractor and OSI; that combination is referred to as "the parties".

03/22/18
Appendix A

Open Source Initiative

AGREEMENT CONCERNING CONFIDENTIAL INFORMATION AND INVENTIONS

In consideration of my contract with the OSI and its subsidiaries or affiliated corporations and its clients (hereinafter collectively called “Foundation”), I agree as follows:

During and after my contract term, I will not reveal to persons who are not authorized employees of, or counsel for, Foundation, any confidential information about Foundation's business and/or technology except with proper written permission, unless the same shall be knowledge which is readily available to the public.

“Confidential Information” means (a) any technical and non-technical information related to the Foundation's business and current, future and proposed products and services of Foundation, including for example and without limitation, Foundation Innovations and Foundation's information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information, marketing plans and business plans, in each case whether or not marked as “confidential” or “proprietary” and (b) any information that Foundation has received from others that may be made known to Consultant and that Foundation is obligated to treat as confidential or proprietary, whether or not marked as “confidential” or “proprietary.”

Except as permitted in this Section, Consultant will not (i) use any Confidential Information or (ii) disseminate or in any way disclose the Confidential Information to any person, firm, business or governmental agency or department. Consultant may use the Confidential Information solely to perform the Services for the benefit of Foundation. Consultant shall treat all Confidential Information with the same degree of care as Consultant accords to Consultant's own confidential information, but in no case shall Consultant use less than reasonable care. If Consultant is not an individual, Consultant shall disclose Confidential Information only to those of Consultant's employees who have a need to know the information as necessary for Consultant to perform this Agreement. Consultant certifies that each of its employees will have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions at least as protective as those terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to Foundation of any unauthorized use or disclosure of the Confidential Information. Consultant shall assist Foundation in remedying any unauthorized use or disclosure of the Confidential Information. Consultant agrees not to communicate any information to Foundation in violation of the proprietary rights of any third party.

Consultant's obligations under this Section do not apply to any Confidential Information that Consultant can demonstrate (a) was in the public domain at or subsequent to the time the Confidential Information was communicated to Consultant by Foundation through no fault of Consultant; (b) was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to Consultant by Foundation; or (c) was independently developed by employees of Consultant without use of, or reference to, any Confidential Information communicated to Consultant by Foundation. A disclosure of any Confidential Information by Consultant (a) in response to a valid order by a court or other governmental body or (b) as otherwise required by law will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Consultant provides prompt prior written notice thereof to Foundation to enable Foundation to seek a protective order or otherwise prevent the disclosure.

In this Agreement, “Innovations” means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress. “Foundation Innovations” means Innovations that Consultant, solely or jointly with others, creates, derives, conceives, develops, makes or reduces to practice under this Agreement.

Consultant agrees to maintain adequate and current records of all Foundation Innovations, which records shall be and remain the property of Foundation. Consultant agrees to promptly disclose and describe to Foundation all Foundation Innovations. Consultant represents, warrants and covenants that all Foundation Innovations shall be free and clear of any liens and encumbrances. Consultant hereby does and will irrevocably assign to Foundation or Foundation's designee all of Consultant's right, title and interest in and to any and all Foundation Innovations and all associated records, such assignment to occur with respect to each Foundation Innovation at the time the Foundation Innovation is first conceived, made, derived, developed, written or created, and regardless of whether or not the Foundation Innovation is first conceived, made, derived, developed, written or created. To the extent any of the rights, title and interest in and to Foundation Innovations cannot be assigned by Consultant to Foundation, Consultant hereby grants to Foundation an exclusive, royalty-free, transferable, irrevocable, worldwide, fully-paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, the Foundation Innovations. To the extent any of the rights, title and interest in and to the Foundation Innovations can neither be assigned nor licensed by Consultant to Foundation, Consultant hereby irrevocably waives and agrees never to assert the non-assignable and non-licensable rights, title and interest against Foundation, any of Foundation's successors in interest, or any of Foundation's customers. If any Foundation Innovations include any work of authorship that qualifies as a "work made for hire" as defined in subsection (2) under Section 101 of the Copyright Law of the United States (Title 17 of the United States Code, as may be amended from time to time), Foundation and Consultant agree that Foundation owns such work of authorship as a work made for hire under such section.

Consultant agrees to perform, during and after the term of this Agreement, all acts that Foundation deems necessary or desirable to permit and assist Foundation, at its expense, in obtaining, perfecting and enforcing the full benefits, enjoyment, rights and title throughout the world in the Foundation Innovations as provided to Foundation under this Agreement. If Foundation is unable for any reason to secure Consultant's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Foundation Innovations as provided under this Agreement, Consultant hereby irrevocably designates and appoints Foundation and Foundation's duly
authorized officers and agents as Consultant’s agents and attorneys-in-fact to act for and on Consultant’s behalf and instead of Consultant to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights in, to and under the Foundation Innovations, all with the same legal force and effect as if executed by Consultant. The foregoing is deemed a power coupled with an interest and is irrevocable. If Foundation gives written notice to me that it does not wish to retain ownership of any such Innovation, and I wish to develop it for my own benefit, I will obtain Foundation’s written permission before I do so.

“Open Source Software” means software to which the source code and distribution rights are freely accessible under a license approved by the Open Source Initiative, and for which no royalty or other fee is payable for access, use, modification, and distribution. The Foundation may choose to release some components developed by me for the Foundation as Open Source Software. The assignment provisions stated above do not apply to Open Source Software. If I perform work on Open Source Software using the Foundation’s resources, the intellectual property in the output and materials created as a result of that work is owned by me, and I may grant a license to any third party to use any of that output and materials in or as Open Source Software under the relevant license of the project.

Signed at _____________________________________________,
this ______ day of _______ 2018.
_____________________________________________________
Contractor Signature
_____________________________________________________
Contractor Name - Printed

APPENDIX B
Open Source Initiative

AGREEMENT CONCERNING CONFIDENTIAL INFORMATION ON THE DATABASE

In consideration of my contract with the Open Source Initiative, and its subsidiaries or affiliated corporations and its clients, (hereinafter called “Foundation”), I agree as follows:

During and after my contract term, I will not reveal, disclose, publish, transfer or distribute any portion of the database(s) belonging to Foundation to persons who are not authorized employees of, or counsel for, Foundation nor shall I utilize the Foundation database for my own personal use or benefit. The information contained in the Foundation owned database(s) is considered confidential and violators will be terminated from their contract with Foundation, responsible for paying an immediate sum of $25,000,000 for damages upon their criminal conviction for the violation, and Foundation retains the right to pursue further civil and criminal legal action.

Signed at Porto Alegre, Brazil
this ______ day of _______ 2018.

_____________________________________________________
Contractor Signature
_____________________________________________________
Contractor Name - Printed

Niccholas Rodriguez Vidal

Niccholas Rodriguez Vidal
Contractor Name - Printed
APPENDIX C

Open Source Initiative

**OSI CORPORATE DONORS**

**AS OF APRIL 1, 2018**

AdBlock Plus by eye/o
Amazon Web Services
Black Duck Software
Cisco
Code Team by Dell
CommandPrompt (CMD)
Craigslist Charitable Fund
Cumulus Networks
Deciso
Digital Ocean
Engineering Group
Facebook
Github
Gratipay
Google
Heptio
Hipper
indeed
Intel
IBM
Linux Foundation
LinuxFund.org
Microsoft
Mozilla
Percona
Rocket.Chat
SalesAgility
Serenataflowers.com
USB Memory Direct

Signed at _____________________________________________,
this __________ day of ________________________ 2018.

_____________________________________________________
Contractor Signature

_____________________________________________________
Contractor Name - Printed

Nick Vidal

Porto Alegre, Brazil
23 April
Niccholas Rodriguez Vidal

Contractor Name - Printed

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