

MODIFIER STATEMENT

For any clarification on the terms used here, see the Definitions section below.

TFF Commitments

For The Work and any Derivative Works, The Service and any Derivative Service, TFF assigns you, and anyone in the world, the following rights, forever and for free:

1. To Use, without advertisements.
2. To Download, Install, Audit and Modify.
3. Verify all code on all machines running the Service or Derivative Service, at any given time, in person and through trusted auditors. See more detail in the annexed Service Hosting Requirements.
4. TFF commits to provide free, or at cost, hosting, storage and processing power for any Service you may want to setup up and manage, running a Derivative Service based primarily on The Work or Derivative Works. Such services will be hosted at the same location and with the same hosting requirements of The Service, and may run on your own domain or your own do2gether sub-domain, on a separate server or on a shared do2gether server.
5. TFF, and all its governing bodies, commit that, whenever The Service and Derivative Services together will count cumulatively over 100,000 monthly active users at the end of any given month, they will irrevocably transfer all their decision making rights to such active users, under the terms of a organizational statute, based on direct democratic principles.
6. Should TFF be found by a US court to not substantially have complied with any of the rights and obligations listed above, TFF will be bound to transfer all its IP rights to one or more non-profit entities which: A. binds itself by the abovementioned commitments; B. are created and managed with equal rights by any of its active users.

Modifier Commitments

Why we need to require these commitments from you?

In order to provide to you and everyone those freedoms, it is unavoidable that we ask you to sign the following form in which you commit you to give users other the same freedoms we are giving you here.

If we don't, others in the future may: take Derivative Work you and others may develop, and modified or use it as is to provide telematic services to thousands or millions of users, without sharing one line of code with you or any of their web users; sue or threaten you or others with patents or other IPR they may register that includes ideas you may have developed in the making of Derivative Works.

Therefore, I hereby declare the following:

- I commit I will give the abovementioned rights and obligations to anyone that will use any Derivative Service that I alone, or jointly with other Modifiers, will make public.
- I commit to not give or distribute to anyone any part of The Work which I will download. Anyone may instead go to The Service website and follow The Work downloading procedures.
- I assign and transfer to TFF the full copyright of any modification, extension or improvement that I will make to The Work or Derivative Works. However, I can retain the exclusive right, for a maximum of 12 months, to modify my Derivative Work, by signing a filing with TFF public declaration of Temporary Modification Exclusivity at the time.
- I hereby agree that if I have or acquire hereafter any patent, copyright or other interest or right that is infringed or violated by The Work or Derivative Works, or use of them, such dominating interest or right will not be used to undermine the effects of this assignment, i.e. the Foundation and the general public are or will be licensed to use, in the Work and Derivative Works, without royalty or limitation, the subject matter of the dominating interest or right.
- I hereby represent that I alone, or jointly with other Modifiers, am the sole copyright holder for any Derived Work running on The Derived Service.

Definitions

- The Work: Any code, files and documentation, whose copyright is owned by The Provider, either fully, or limited by it's being a derivative of FLOSS licensed software. It does not include code that TFF may have publicly released under a FLOSS license.
- Derivative Work: Any code, files or documentation that incorporates, is based on or is derived from, all or in part, from The Work, including those performed by The Provider.
- The Service: Any remote communication service enabled by The Work, managed by The Provider, offered to individual citizens or non-profit organizations. It may also refer to any Derivative Service.
- Derivative Service: Any remote communication service, operated by anyone, that makes use of The Work or any Derivative Work.
- The Provider: The non-profit organizations that is responsible for and manages The Service or Derivative Service. The entity fully responsible for the hosting contracts for the provision of The Service.
- "make public": It is said of The Service or a Derivative Service, when it is has over 1000 active users, for at least 3 consecutive calendar months.
- "active user": user of The Service or Derivative Service that has initiated at least 3 communications with such Service over the past calendar month.
- The Service Works: all software, compiled and source code, including The Work and Derivative Works, which is necessary to provide The Service.

I hereby declare to acknowledge the right and obligations entailed in downloading The Work, including the Hosting Requirements exposed in the Annex:

Name Last name

Current Address

City Province Zip Code

Birthdate Birthplace

Id Type ID Number

Email

Signature Today's Date

Modifier Statement ANNEX - The Service HOSTING REQUIREMENTS

In order to provide users of The Service or Derivative Service an effective and verifiable control over all software and hardware that is actually running behind such service, any organization managing The Service or Derivative Service must comply with this hosting requirements when such service is made public.

Hosting Facility Requirements

Hosting Physical Facility. The Work and other supporting software is installed in one or more machines, stored in the same steel cage, located at a physical location of a hosting service provider.

Hosting Provider. Must have been in business for at least 5 years; and have had revenue in excess of 2M euros over the last 3 years.

Hosting Facility Location: Physical location of provider is in the same metropolitan area of at least 3% of its active users. Location must be within 1-hour drive from one of the top 5 metropolitan areas of the country.

Server Room: All hardware running The Service must be stored in carrier-grade hosting server rooms in a walk-in room, or cages. It must be physically accessible to walk-ins, 24hrs/day and 365days/year.

Access to Server Room: The server room must have a secured door that will require at least 4 keys to open:

- 1 of 2 keys, held by 2 different Service Webmasters appointed by the head of the TFF or responsible organization of The Service.

- 1 of 1 key held by the Hosting Provider official in charge of the hosting facility.
- 2 of 6 keys held by active users of The Service. Holders of these keys will be selected every 3 months. Every 3 months, through preference expression functionality provided by The Service, all active users of The Service will be asked to nominate 3 active users as their preferred choice as Elected Auditors. The 3 active users with the highest preferences - who both have not been Elected Auditors over the last 12 months, and who formally accept the nomination - will be appointed Elected Auditors. Every 3 months, through random selection functionality provided by The Service, 3 Registered Auditors will be randomly selected Random Auditors.

Access to Servers: Any kind of Administrator access to the machine is only allowed by authenticated https connections, for ordinary maintenance, or by direct mouse/keyboard connection to the server machines from within the server cage, for extraordinary interventions. No SSH access would be permitted.

Required Steps for any Intervention on Hardware and Software of The Service

1. Any time the Web Service Webmaster or Web Service Manager, determines the need for an Intervention on the machines, for any reason, they must immediately send both emails and SMS messages to all self-registered Auditors and all 3 Elected Auditors, inviting them to attend to such intervention, at a time and date that is no less than 4 hours away. Such invitation should include the reason and potential scope of the intervention, scope which cannot be exceed in practice without issuing a new invitation for Intervention.
2. All Auditors that will decide to be present at such Intervention will be asked by a Hosting Official to sign a register and show an ID, whose number is recorded.
3. At least 2 Auditors should be present at the scheduled time, in order for the Intervention to take place. If more than 2 Auditors are present, the Hosting Official will register all and randomly select as many as can fit near the server room.
4. Each Auditor can request that the Webmaster, before the end of the Intervention, performs in their presence a full copy on DVD of all software code running on any machine. They can request that every hardware and software intervention a
5. If any hardware needs to be replaced on any machine, it must be purchased from a licensed reseller, with an accompanying document listing its details and certified origin. The Hosting Provider keeps all removed hardware for record. All hardware added and removed is may be inspected and filmed on request by Auditors.
6. At the end of the intervention, a complete log of all mouse and keyboard inputs on the machines is maintained and web accessible in both machine and human readable formats.
7. Optional Provisions. Optionally, the server room should include an self-running independent cabinet-monitoring equipment (such as WeatherGoose) set up to record continuously cage door, all servers, all monitors and all keyboards. Video and audio recording is triggered by door movement detection. It would be set up record at quality sufficient to understand all Webmaster inputs via mouse or keyboard, as well as send out a lower quality live streaming signal in one free and one predominant video streaming formats. High quality video would be available for download within 2 hours of the end of the Intervention.

Signature **Today's Date**