

Contribution License Agreement

This Contribution License Agreement (“**Agreement**”) is agreed to by the party named below (as further defined, “**You**”), and conveys certain rights to JPMorgan Chase Bank, N.A. and its affiliates (“**J.P. Morgan**”) for Contributions to certain J.P. Morgan “open source” Projects (as defined below). This Agreement is effective as of the signature date below.

1. Definitions.

“**Contribution**” means the computer software code, whether in human-readable or machine-executable form, and any other copyrightable material Submitted hereunder, including any associated comments and documentation.

“**Copyrights**” means all rights anywhere in the world protecting works of authorship owned or controlled by You, including copyright, moral and neighboring rights, as applicable, for the full term of their existence including any extensions.

“**Employer**” means, with respect to the person signing this Agreement below, the employer of such person or any other individual or entity through which such person has access to the Contribution (e.g., as a contractor, vendor, or agent), to the extent such employer or third party individual or entity has any right, title, or interest in a Contribution.

“**Project**” means any of the “open source” projects owned or managed by or on behalf of J.P. Morgan.

“**Submit**” means the act of uploading, submitting, or transmitting code or other content to any Project, including but not limited to communications on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Project.

“**You**” means the person signing this Agreement below, as well as Employers, if any.

2. Your Contribution. This Agreement covers any and all Contributions that You, now or in the future, Submit to any Project.

3. Employers. The person signing this Agreement must secure authorization from any applicable Employer, if any, before making any Contributions under this Agreement.

4. Licenses.

a. Copyright License. You grant to J.P. Morgan, and those who receive the Contribution or derivative works thereof directly or indirectly from J.P. Morgan, a perpetual, worldwide, non-exclusive, royalty-free, fully paid, transferable, irrevocable license under the Copyrights covering the Contribution to reproduce, modify, prepare derivative works of, publicly display, publicly perform, and distribute the Contribution and such derivative works, and to sublicense through multiple tiers any or all of the foregoing rights to third parties, without any obligation of attribution or accounting.

b. Patent License. You grant to J.P. Morgan, and those who receive the Contribution or derivative works thereof directly or indirectly from J.P. Morgan, a perpetual, worldwide, non-exclusive, royalty-free, fully paid, transferable, irrevocable license, with the right to sublicense through multiple tiers, under Your patent claims that are necessarily infringed by the Contribution or the combination of the

Contribution with the Project to which it was Submitted to make, have made, use, offer to sell, sell and import or otherwise dispose of the Contribution, in whole or in part, alone or with the Project.

c. Moral Rights. If moral rights apply to the Contribution, to the maximum extent permitted by law, You waive and agree not to assert such moral rights against J.P. Morgan or its successors in interest, or any of J.P. Morgan's licensees, either direct or indirect.

d. Our Rights. You acknowledge that J.P. Morgan is not obligated to use Your Contribution as part of any Project and may decide to include any Contribution, in whole or in part, as J.P. Morgan considers appropriate.

e. Other Rights Reserved. Each party reserves all rights not expressly granted in this Agreement. No additional licenses or rights whatsoever (including, without limitation, any implied licenses) are granted by implication, exhaustion, estoppel or otherwise.

5. Representations and Warranties. You represent and warrant that:

a. You have the legal authority to enter into this Agreement and this Agreement is valid, binding, and enforceable against You in accordance with its terms.

b. Each of Your Contributions is entirely Your original work, and You own the Copyright(s) covering each of Your Contributions which are required to grant the rights under Section 4.

c. You are not aware of any claims, allegations or assertions that the Contributions or materials You Submit hereunder infringe or otherwise violate any third party rights.

d. The grant of rights under Section 4 does not violate any grant of rights which You have made to third parties, including, if applicable, any Employer.

e. If this Agreement is being signed on behalf of an Employer, the person signing this Agreement has the necessary authority to bind the listed Employer to the obligations contained in this Agreement.

6. UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING, AND EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, THE CONTRIBUTIONS PROVIDED UNDER THIS AGREEMENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. You are not expected to provide support for Your Contribution, unless You choose to do so.

7. Notice to J.P. Morgan. You agree to notify J.P. Morgan promptly and in writing of any facts or circumstances of which You later become aware that would make Your representations in this Agreement inaccurate in any respect.

8. Information about Contributions. You agree that Your Contributions and information about Contributions may be maintained indefinitely and disclosed publicly, including Your name and other information that You submit with Your Contribution.

9. Governing Law/Jurisdiction. This Agreement is governed by the laws of the State of New York, and the parties consent to exclusive jurisdiction and venue in the federal courts sitting in New York County,

New York, unless no federal subject matter jurisdiction exists, in which case the parties consent to exclusive jurisdiction and venue in New York County, New York. The parties waive all defenses of lack of personal jurisdiction and forum non-conveniens.

10. Waiver of Jury Trial. All parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, between any of the parties or any of their respective Affiliates related in any way to this Agreement.

11. Publicity. You agree not to: (a) use the name, trademark, logo or other identifying marks of J.P. Morgan in any sales, marketing or publicity activities or materials, or (b) issue any press release, interviews or other public statement regarding this Agreement or the parties' relationship without the prior written consent of J.P. Morgan. Notwithstanding the foregoing, You may refer publicly to the fact that you have contributed to the Project.

12. Miscellaneous. This Agreement is the entire agreement between the parties, and supersedes any and all prior agreements, understandings or communications, written or oral, between the parties relating to the subject matter hereof. This Agreement may be assigned by J.P. Morgan. The failure of either party to require performance by the other party of any provision of this Agreement shall not affect the right of such party to require such performance at any time in the future. A waiver of performance under a provision in one situation shall not be considered a waiver of the performance of such provision in the future or a waiver of the provision in its entirety. If any provision of this Agreement is found void or unenforceable, such provision will be replaced to the extent possible with a provision that is enforceable and comes closest to the meaning of the original provision. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law. The section headings in this Agreement are inserted for convenience only and shall not be considered a part of this Agreement nor be used in its interpretation. All references in this Agreement to the singular shall be deemed to include the plural when the context so requires, and vice versa. Where an expression is defined herein, another part of speech or grammatical form of that expression has a corresponding meaning.

Please select **one** of the options below and sign as indicated. By signing, You accept and agree to the terms of this Contribution License Agreement for Your present and future Contributions to J.P. Morgan.

___ I have sole ownership of intellectual property rights to my Contributions and I am not making Contributions on behalf of an Employer.

Name: _____

Signature: _____

Date: _____

Email: _____

Address: _____

___ I am making Contributions on behalf of an Employer. I have authorization from my Employer to make Contributions and enter into this Agreement on behalf of such Employer.

Company Name: _____

Signature: _____

By: _____

Title: _____

Date: _____

Email: _____

Address: _____