

## Individual Contributor License Agreement

Thank you for your interest in participating in the FUSE Forge community. This Individual Contributor License Agreement ("Agreement") clarifies the terms under which you ("you" or "Contributor") may contribute software code to the open source projects hosted on the FUSE Forge internet site, [fusesource.com/forge](http://fusesource.com/forge) ("FUSE Forge"). Consistent with the practice of many other open source communities, Progress Software Corporation, its successors and assigns ("Progress" or "us"), as the host of FUSE Forge, requires that you agree to the intellectual property license set forth below without any additional terms or conditions in order to post Contributions (as defined below) on FUSE Forge. This Agreement is for the protection of you, Progress and all Users (defined below); **it does not change your rights to use your own Contributions (defined below) for any other purpose.**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING AND KEEP A COPY FOR YOUR RECORDS.

Before you may contribute software code or any other work of authorship to a project on FUSE Forge, you must either (1) complete, sign and send an original Agreement to the attention of Legal Department at Progress Software Corporation, 14 Oak Park Drive, Bedford, MA 01730, or (2) complete, sign and email this Agreement to [fusecla@progress.com](mailto:fusecla@progress.com), or (3) complete, sign and fax this Agreement to +1-781-998-2403. By signing this Agreement, you are indicating your agreement to the terms set forth below.

### 1. Definitions.

"Contribution" means any original work of authorship, including any modifications or additions to an existing work, that is submitted by you to Progress for inclusion in, or documentation of, any of the projects hosted on FUSE Forge (each a "Project"), except for any communication that is conspicuously marked or otherwise designated in writing by you as "Not a Contribution". For purposes of this definition, "submitted" includes any form of electronic, verbal, or written communication sent to Progress or its representatives, including but not limited to electronic mailing lists, source code control systems and issue tracking systems that are managed by, or on behalf of, Progress for the purpose managing the Project.

### 2. Grant of Copyright License.

Subject to the terms and conditions of this Agreement, you hereby grant to Progress, all recipients of software distributed by Progress and all users of the work to which you submitted such Contribution, a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute your Contributions and such derivative works in source or object form, or any other form.

### 3. Grant of Patent License.

Subject to the terms and conditions of this Agreement, you hereby grant to Progress, all recipients of software distributed by Progress and all users of the work to which you submitted such Contribution, a perpetual, non-exclusive, worldwide, fully paid-up, royalty free, irrevocable (except as expressly set forth herein) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer your Contribution and derivative works thereof, where such license applies only to those patent claims licensable by you that are necessarily infringed by

your Contribution alone or by combination of your Contribution with the work to which you submitted the Contribution, as the same may be modified over time. If any person or entity institutes patent litigation against you or any other person or entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the work to which you submitted such Contribution, constitutes direct or contributory patent infringement, then any patent licenses granted to that person or entity under this Agreement for such Contribution or work shall terminate as of the date such litigation is filed.

4. Retention of Intellectual Property Rights.

Except for the license granted in this Agreement, you reserve all right, title and interest in and to your Contributions.

5. Representations.

You represent that:

(a) You are at least 18 years old or have the consent of your parent or guardian to sign this Agreement.

(b) You are legally entitled to grant the licenses set forth in Sections 2 and 3 above. If your employer(s) has rights to intellectual property that you create that includes your Contributions, you represent that you have received permission to make Contributions on behalf of that employer, that your employer has waived such rights for your Contributions to Progress, or that your employer has executed a separate Corporate Contributor License Agreement with Progress.

(c) Your Contributions are your original creation (see Section 7 below for submissions on behalf of others). You represent that your Contributions include complete details of any third-party license or other restriction (including, but not limited to, related copyright, patents and trademarks) of which you are personally aware and which are associated with any part of your Contribution or with the use of your Contribution in combination with the Project.

(d) No claim or dispute has been alleged, threatened, made or filed in connection with the ownership, use or distribution of your Contribution.

(e) Entering into this Agreement and submitting your Contribution does not violate, breach or constitute a default under any other agreement to which you are a party, does not require any consent, approval or waiver from or notice to any third party, and does not violate any law or regulation.

6. Support for Contributions: No Warranties.

You are not expected to provide support for your Contributions, except to the extent you desire to provide support. You may provide support for free, for a fee, or not at all. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 5 ABOVE, YOUR CONTRIBUTIONS ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

7. Third Party Creations.

Should you wish to submit work that is not your original creation but which you are entitled to submit to Progress, you may submit it to Progress separately from your Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously mark such work as “Submitted on behalf of a third-party: [named here]”.

8. Notification of Changes.

You agree to notify Progress of any facts or circumstances of which you become aware that would make the representations you’ve made in this Agreement inaccurate in any respect.

9. No Obligation to Accept Contribution.

Progress is under no obligation to accept and include your Contribution in any Project.

10. Other.

If any provision of this Agreement shall be deemed invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected and such provision shall be deemed modified only to the extent necessary to make such provision consistent with applicable law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the exclusive venue and jurisdiction shall be the federal and state courts located in the Commonwealth of Massachusetts. You agree that the terms and conditions of this Agreement are fair and reasonable and necessary for protection of Progress’ interests.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

FUSE Source Registration ID#: \_\_\_\_\_