

GigaSpaces Technologies Ltd. ("Company")

Corporation Software Grant and Contributor License Agreement ("Agreement")

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This version of the Agreement allows an entity ("Corporation") to submit Contributions to the Company, to authorize Contributions submitted by its designated employees and divisions to the Company, and to grant copyright and patent licenses thereto.

If you have not already done so, please complete and send an original signed Agreement to GigaSpaces Technologies Ltd., 4 Maskit St. PO Box 4063, Herzliya, Israel 46140.

If necessary, you may send it by facsimile to the Company at +972-9-956-4410 and/or complete, sign, scan and submit a PDF copy of the signed Agreement to cloudify@gigaspaces.com. Please read this document carefully before signing and keep a copy for your records.

Corporation: _____

Mailing Address: _____

Point of Contact: _____

E-Mail: _____

Telephone: _____ Fax: _____

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Company. Except for the license granted herein to the Company and recipients of software, products or services distributed or provided directly or indirectly by, through or under the Company. **You reserve all right, title, and interest in and to Your Contributions.**

1. Definitions.

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the Company. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or

otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"Contribution" shall mean the code, documentation or other original works of authorship expressly identified in Schedule B, as well as any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the Company for inclusion in, or documentation of, any of the software, products or services of the Company (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Company or its representatives, including but not limited to communication on electronic mailing lists, source code control system, and issue tracking systems that are managed by, or on behalf of, the Company for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution".

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to the Company and to recipients of software, products or services distributed or provided directly or indirectly by, through or under the Company a perpetual, worldwide, unrestricted, 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.

3. Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to the Company and to recipients of any software, products or services distributed or provided directly or indirectly by, through or under the Company a perpetual, worldwide, unrestricted, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to (directly or through others) make, have made, use, offer to sell, sell, import, and otherwise transfer Your Contributions and/or any resulting Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) were submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Your Contribution, or the Work to which You have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

4. You agree that all Contributions are and will be given voluntarily. Company will not be required to use, or to refrain from using, any Contributions that You may submit to Company. Contributions, even if designated as confidential by You, will not, absent a separate written agreement signed by the Company, create any confidentiality obligation of Company, and Company has not undertaken any obligation to treat any Contributions or other information You have given Company or will give Company in the future as confidential or proprietary information. Furthermore, except as otherwise provided in a separate subsequent written agreement between You and Company, Company will be free to use, disclose, reproduce, license or otherwise distribute and exploit the Contributions as it sees fit, entirely without obligation or restriction of any kind on account of any proprietary or intellectual property rights or otherwise.

5. You represent that You are legally entitled to grant the above license. You represent further that each employee or division of the Corporation designated on Schedule A below (or in a subsequent written modification to that Schedule) is authorized to submit Contributions on behalf of the Corporation.

6. You represent that each of Your Contributions is Your original creation (see section 8 for submissions on behalf of others).

7. 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. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

8. Should You wish to submit work that is not Your original creation, You may submit it to the Company separately from any 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 marking the work as "Submitted on behalf of a third-party: [named here]".

9. It is Your responsibility to notify the Company when any change is required to the list of designated employees or divisions authorized to submit Contributions on behalf of the Corporation, or to the Corporation's Point of Contact with the Company.

10. You agree to notify the Company of any facts or circumstances of which You become aware that would make these representations inaccurate in any respect.

10. This Agreement, together with all Exhibits, constitutes the entire agreement of the parties, and supersedes any prior or contemporaneous agreements between the parties with respect to the subject of this Agreement. Except as otherwise expressly provided herein, this Agreement may be modified only by a writing signed by an authorized representative of each party. Any failure by a party to require compliance by the other party with any of the terms, provisions, warranties, covenants or conditions of this Agreement will in no way affect the such party's right to enforce the same, nor will any waiver by a party of any breach of any term, provision, warranty, covenant or condition of this Agreement constitute a waiver of any succeeding breach. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel exclusive of its conflict of laws principles. Any dispute arising under or relating to this Agreement will be resolved in the applicable courts located in Tel Aviv, Israel, and the parties hereby expressly consent to jurisdiction therein. This Agreement may be assigned by the Company without restriction or notification to You.

The person executing this Agreement below on behalf of the Corporation represents that she/he has the authority to sign on behalf of, and bind Corporation to the terms and conditions of, this Agreement.

Printed Name: _____ Date: _____

Title: _____

Corporation: _____

Schedule A

[Initial list of designated employees or divisions. NB: authorization is not tied to particular Contributions].

Schedule B

[Identification of optional concurrent software grant. If there is a concurrent software grant, please send details to cloudify@gigaspaces.com. Would be left blank or omitted if there is no concurrent software grant.]