Corporate Contribution License Agreement

Thank you for your interest in **ABB Schweiz AG's** (or other ABB legal entity name that owns the copyrights to the OSS contribution) Open Source Software Project ("ABB"). In order to receive and use Contributions from You and Your employees responsibly, ABB must have Your agreement to the following terms identified as a Corporate Contributor License Agreement ("CCLA"). This license is for your protection as a Contributor as well as the protection of ABB and its users; it does not change your ownership rights to use your own Contributions for any other purpose.

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to ABB. Except for the license granted herein to ABB and recipients of the open source software distributed by ABB, 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 ABB. 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) owning or directly or indirectly controlling at least fifty percent (50%) of the shares or other ownership interest of the other entity, or (ii) if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the entity or the power to elect or appoint at least fifty percent (50%) of the members of the governing body of the entity.

"Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to ABB for inclusion in, or documentation of, any of the products owned or managed by ABB (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to ABB or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, ABB 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. License Grant. Subject to the terms of this CLA, with regard to IP in your Contributions, You hereby grant to ABB a perpetual, worldwide, irrevocable, nonexclusive, royalty free, fully-paid-up right and license, without accounting: (a) to use, have used, make, have made, execute, copy, reproduce, prepare derivative works and other modifications, license, sublicense, market, distribute (internally and externally), sell, have sold, display and perform all, or any portion of the Contributions, alone or in any combination, and such rights and licenses shall include, without limitation, all rights and licenses in and to pictorial, graphic and/or audio/visual works, including icons, screens, sound, music and characters, created as a result of execution of the Project; (b) to authorize others to do any of the foregoing; and (c) assign all or any portion of the above rights. Such rights and licenses in this section include, without limitation the royalty free and fully paid up right and license to distribute the Contributions by any means in any media either alone or with or a part of third party programs or products included on the same media. "IP" means all inventions, patents, copyrights, mask work rights, moral rights, and derivative works (including, without limitation, any form of modifications or new/improved functionality).
- 3. You represent that you are legally entitled to grant the above licenses. You represent further that each employee (or student) designated in Schedule 1 (or in a subsequent update to Schedule 1) is authorized to submit Contributions on Your behalf.
- 4. You represent that each of Your Contributions are Your original creation (see section 6 for submissions on behalf of others).
- 5. 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, NONINFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

- 6. Should You wish to submit work that is not Your original creation, You may submit it to ABB separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, IP or trademarks) of which You are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".
- 7. You agree to notify ABB of any facts or circumstances of which You become aware that would make these representations inaccurate in any respect.

Please sign below to indicate Your agreement with this CCLA. Once signed, any reproduction or digital representation of this CCLA made by reliable means is considered an original.

| Signature | Date |
|-------------------|-------------|
| | |
| Name | |
| Title | |
| | |
| Legal Entity Name | |

Schedule 1 Authorized Employees (or Students in the case of Universities)

| Name | Position/Title |
|------|----------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |