Two Sigma Open Source **Project Satellite**

Corporate Contributor License Agreement ("Agreement")

Thank you for contributing to Project Satellite, which is owned and operated by Two Sigma Open Source, LLC ("Two Sigma"). In order to clarify the intellectual property license granted with Contributions from any person or entity. Two Sigma must have a Contributor License Agreement ("CLA") on file that has been signed by each Contributor (as defined in the CLA), indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of Two Sigma and its users; it does not change your rights to use your own Contributions for any other purpose.

This version of the Contributor License Agreement allows an entity (the "Corporation") to submit Contributions by its designated employees to Two Sigma, and to grant copyright and patent licenses thereto

If you have not already done so, please complete and send an original signed Agreement to:

Two Sigma Open Source, LLC 100 Avenue of the Americas 16th Floor New York, NY 10013

Attn: Satellite Contribution Matters

Scanned agreements may also be emailed in PDF form to tsos-satellite@twosigma.com or sent by facsimile to (917) 237-3456.

Please read this document carefully before signing and keep a copy for your records.

Corporation name:		
Corporation 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 Two Sigma. Except for the license granted herein to Two Sigma and recipients of software distributed by Two Sigma, 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 Two Sigma. 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 Two Sigma for inclusion in, or documentation of, any of the products owned or managed by Two Sigma (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Two Sigma 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, Two Sigma 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."

"Contributor" shall mean each individual and entity who has submitted to Two Sigma, or on behalf of whom there has been submitted to Two Sigma, any code, documentation or other original works of authorship, including any modifications or additions to an existing work, for inclusion in, or documentation of, the Work and subsequently incorporated in the Work.

- 2. <u>Grant of Copyright License</u>. Subject to the terms and conditions of this Agreement, You hereby grant to Two Sigma and to recipients of software distributed by Two Sigma 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.
- 3. Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to Two Sigma and to recipients of software distributed by Two Sigma a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the 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. <u>Representations</u>. You represent that You are legally entitled to grant the above license. You represent further that each employee 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. You also represent that each of Your Contributions is Your original creation (see section 6 for submissions on behalf of others).
- 5. <u>DISCLAIMER</u>. 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.

- 6. <u>Third Party Works</u>. Should You wish to submit work that is not Your original creation, You may submit it to Two Sigma 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]".
- 7. <u>Notice of Changes</u>. It is your responsibility to notify Two Sigma when any change is required to the list of designated employees authorized to submit Contributions on behalf of the Corporation, or to the Corporation's Point of Contact with Two Sigma.
- 8. <u>Assignment</u>. Two Sigma may freely assign this Agreement or any of its rights and obligations under this Agreement to any third party without Your consent or any payment to You.
- 9. Entire Agreement. This Agreement constitutes the entire agreement between Two Sigma and You with respect to the subject matter hereof. In the event of a conflict between this Agreement and the Apache License Agreement or any other agreement between the parties, the terms and conditions of this Agreement shall take precedence with respect to the subject matter hereof and your Contributions.

Please sign:	Date:
Print Name:	
Corporation:	
Schedule A	
[Initial list of designated employees.	Authorization is not tied to particular Contributions.]

Schedule B

[Identification of optional concurrent software grant. Leave blank or omit if there is no concurrent software grant.]