

Tier 3, Inc

Corporate Contributor License Agreement

<http://www.ironfoundry.org/cla-legal/ironfoundry-company-contributors.pdf>

In order to clarify the intellectual property license granted with Contributions from any person or entity, Tier 3, Inc. ("Tier 3") must have a Contributor License Agreement ("CLA" or "Agreement") on file that has been signed by each Contributor (as defined below), indicating agreement to the license terms below. This license is for the protection of Contributors as well as for the protection of Tier 3 and its users; it does not change Contributor's rights to use its own Contributions for any other purpose. This version of the CLA allows an entity (the "Company") to submit Contributions to Tier 3, to authorize Contributions submitted by its employees to Tier 3, and to grant Tier 3 copyright and patent licenses to such Contributions. If Company has not already done so, please complete, sign, scan and submit a PDF copy of the signed Agreement to contributors@ironfoundry.org. The original signed Agreement should be sent to:

Tier 3, Inc.
110 110th Ave NE Suite 520
Bellevue, WA 98004, US
ATTENTION: Legal Department

Please read this document carefully before signing and keep a copy for Company's records.

Company Name: _____

Company Mailing Address: _____

Country: _____

Contact Person: _____

Telephone: _____

Fax: _____

Email: _____

In consideration of the opportunity to participate in the community of contributors to Tier 3's Iron Foundry project, Company accepts and agrees to the following terms and conditions for Company's present and future Contributions submitted to Tier 3. Except for the license granted herein to Tier 3 and recipients of software distributed by Tier 3, Company reserves all right, title, and interest in and to Company's Contributions.

1. Definitions.

"*Company*" shall mean the legal entity that is making this Agreement with Tier 3. All other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. 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 any original work of authorship, including any modifications or additional to an existing work, that is intentionally submitted by Company to Tier 3 for inclusion in, or documentation of, any of the projects owned or managed by the Tier 3 (the "Project"). For the purposes of this definition, "submitted" means for any form of electronics, verbal, or written communication sent to Tier 3 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, Tier 3 for the purpose of discussing and improving the Project, but excluding communication this is conspicuously marked or otherwise designated in writing by Company as "Not a Contribution"

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, Company hereby grants to Tier 3 and to recipients of software distributed by Tier 3 a perpetual worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly preform, sublicense, and distribute Company's Contributions and such derivative works.

3. Grant of Patent License. Subject to the terms and conditions of this Agreement, Company hereby grants to Tier 3 and to recipients of

software distribute by Tier 3 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 Project, where such license applies only to those patent claims licensable by Company that are necessarily infringed by Company's Contributions(s) alone or by combination of Company's Contribution(s) with the Project to which Contributions(s) was submitted. If any entity institutes patent litigation against Company or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Company's Contribution, or the Project to which Company have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Project shall terminate as of the date such litigation is filed.

- 4.** Company represent that Company is legally entitled to grant the above license. If Company's employer(s) has rights to intellectual property that is included in Company's Contributions, Company represent that Company have received permission to make Contributions on behalf of that employer(s), that such employees have waived such rights with respect to such Contribution to Tier 3, or that such employees have executed a separate CLA with Tier 3.
- 5.** Company represents that each of Company's Contributions or its original creation (see section 7 for submissions on behalf of others). Company represent that Company's Contributions submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which Company are aware and which is associated with any part of Company's Contributions.
- 6.** Company is not expected to provide support for Company's Contributions, except to the extent Company desire to provide support. Company may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, Company provides Company's Contributions on as "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitations, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.
- 7.** Should Company wish to submit work that is not Company's original creation, Company may submit it to Tier 3 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 Company is aware, and conspicuously marking the work as "Submitted on behalf of a third-party:[named here]".

- 8.** Company agrees to notify Tier 3 of any facts or circumstances of which Company become aware that would make these representations inaccurate in any respect.
- 9.** This Agreement is governed by the laws of the State of Washington, without regard to its choice of law provisions, and by the laws of the United States. This Agreement sets forth the entire understanding and agreement between the parties and supersedes any pervious communications, representations or agreements, whether oral or written, regarding the subject matter herein.
- 10.** The person executing this Agreement below on behalf of Company represents that she/she has the authority to sign on behalf of., and bing Company to the terms and conditions of, this Agreement.

By: _____

Name: _____

Title: _____

Date: _____