

## Contributor Terms (Version May 1, 2015)

Thank you for your interest in contributing to this SugarCRM Inc. ("**SugarCRM**") open source project (the "**Project**"). By posting or submitting your ideas, code, documentation or other material to SugarCRM for this Project ("**Your Contribution**"), you agree to these Contributor Terms (these "**Terms**"). *If you are an individual acting as a representative of a corporation or other legal entity making Your Contribution(s), then you represent and agree that you have the authority to accept these Terms on behalf of such corporation or other legal entity and all provisions of these Terms will bind that corporation or other legal entity as if it were named in these Terms in place of you.*

### Voluntary Participation

You understand that Your Contributions are entirely voluntary and may expose Your Contributions to public display in a non-confidential manner. SugarCRM reserves the right (but has no obligation) to review, reject, use or modify Your Contributions.

### Ownership; License Back to You

In consideration for the potential inclusion or use of Your Contributions in SugarCRM products or services and the license back described in more detail below, you assign and agree to assign to SugarCRM all your rights, title, and interest worldwide in all intellectual property rights in Your Contributions, including all patents, copyrights and related moral rights (collectively, the "**Assigned IP Rights**"). SugarCRM has the right to record an assignment of the Assigned IP Rights from you to SugarCRM. If the Assigned IP Rights are not assignable by you for any reason, you agree to not to enforce, either directly or indirectly, and agree to waive any enforcement of the Assigned IP Rights against SugarCRM, its affiliates and any of its sublicensees or anyone in its sales or distribution channel.

SugarCRM grants a license back to you to use Your Contributions under the terms and conditions of the [Apache License, version 2.0](#). This license is limited to Your Contributions only (as delivered to by you to SugarCRM) and does not provide any rights or grant to you any licenses in or to any other SugarCRM products or services or any modifications that SugarCRM may later make to Your Contributions. All rights not expressly granted in these Terms are reserved by SugarCRM.

### Responsibility for Your Contributions

You represent to SugarCRM that:

1. Each of Your Contributions are your original creation;
2. You have the legal right to assign ownership in Your Contributions to SugarCRM, as contemplated in these Terms or, if applicable, you have permission from your employer to make Your Contributions on behalf of that employer, that your employer has waived such rights for Your Contributions to SugarCRM;
3. You are legally entitled to assign the rights and waive enforcement of any rights you have, as contemplated in these Terms; and
4. To the best of your knowledge, Your Contributions do not and will not violate any third party's intellectual property rights, including any patents, copyrights or related moral rights.

You agree to notify SugarCRM of any facts or circumstances of which you become aware that would make your representations in these Terms inaccurate in any manner.

If you wish to submit work that is not your original creation, you may submit it to SugarCRM separately from any of Your Contributions, 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]".

### Disclaimers; Limitations of Liability

YOUR CONTRIBUTIONS AND SUGARCRM'S GRANT OF A LICENSE TO YOU FOR YOUR CONTRIBUTIONS ARE ALL PROVIDED TO THE OTHER PARTY ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND. EACH PARTY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF YOUR CONTRIBUTIONS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SUGARCRM HAVE ANY LIABILITY TO YOU FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.

### Right to Change Terms

SugarCRM reserves the right to update and change these Terms from time to time without prior notice to you, so please check this file frequently for updates and changes.

### General Terms

These Terms and its rights or obligations cannot be assigned by you, by operation of law or otherwise, to any third party without SugarCRM's prior written consent. These Terms will be governed by and under the laws of the State of California, United States,

profile 4/30/2015 1:13 PM

**Comment [1]:** This should link to <http://www.apache.org/licenses/LICENSE-2.0.html>.

If the code for the project is available under a different open source license (like MIT or something else), then this needs to be updated to reflect that license and link to a copy of the license itself.

without giving effect to conflicts of law principles. If any provision of these Terms is found invalid, unlawful or otherwise unenforceable under applicable law, such provision will be replaced to the extent possible with a provision that comes closest to the intent of the original provision and all other provisions of these Terms shall continue in full force and effect. The waiver or failure of SugarCRM to enforce any of these Terms shall not be deemed a waiver of any further right under these Terms. The right to require performance of any duty hereunder is not barred by any prior waiver, forbearance or dealing. These Terms constitute the entire agreement between the parties with respect to the subject matter of these Terms, and supersede and merge all prior and contemporaneous proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of these Terms.