

EnergyPlus™ Contributor Agreement

Alliance for Sustainable Energy, LLC (“Alliance”) is the manager and operator of the National Renewable Energy Laboratory (“NREL”) under Prime Contract No. DE-AC36-08GO28308 with the U.S. Department of Energy (“DOE”). In partnership with other entities, Alliance manages EnergyPlus, a whole building energy simulation program. In order to clarify the intellectual property rights granted in data contributions from any person or entity (“Contribution”), Alliance must have a Contributor License Agreement (“Agreement”) agreed to by each contributor. The license granted hereunder is for your protection as a Contributor as well as for the protection of Alliance; it does not change your rights to use your own Contributions for any other purpose.

Either individuals or business, governmental or non-profit entities, including without limitation, all employees or agents acting on behalf of any such entity (“Entity”), may submit Contributions to Alliance for incorporation into EnergyPlus under this Agreement. If you click the checkbox below to indicate that you are entering into this Agreement on behalf of an Entity, you represent that you have the authority to bind such Entity to this Agreement, in which case, the terms “You” and “Your” shall refer to such Entity, as defined below.

Please read this document carefully before agreeing to it and print a copy for your records.

You accept and agree to the following terms and conditions for (i) all contributions that You may have previously submitted to Alliance, unless otherwise governed by a written license agreement, and (ii) Your present and future Contributions submitted to Alliance for incorporation into EnergyPlus. Except for the license granted herein to Alliance and recipients of software distributed by Alliance, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions

“You” or “Your” shall mean the holder of intellectual property rights in the Contributions or the Entity authorized by such holder of intellectual property rights to enter into this agreement with Alliance. For 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, (ii) the

power to appoint a majority of the board of directors or similar governing body of such entity, (iii) ownership of fifty percent (50%) or more of the outstanding voting shares of, or other voting equity interests in, such entity, or (iv) any other beneficial majority ownership of such entity.

“Contribution” shall mean any data or other content including any modifications or additions to any existing data or content (including metadata), that is or has been intentionally submitted by You to Alliance for inclusion in, or documentation of, EnergyPlus. For the purposes of this definition, “submitted” means any form of electronic, verbal, or written communication sent to Alliance or its representatives, for the purpose of adding to, modifying, and/or improving the Work other than a communication that is conspicuously designated in writing by You as “Not a Contribution.” EnergyPlus and Contributions are collectively referred to herein as, the “Work.”

2. Grant of License

Subject to the terms of this Agreement, You hereby grant to Alliance a worldwide, royalty-free, non-exclusive, perpetual, sub-licensable, irrevocable license in the Contributions, to do any act that is restricted by copyright, database right or any other intellectual property right upon which the Contributions, or any element within the Contributions, are subject. To the extent allowable under applicable law, You also waive and/or agree not to assert against Alliance or its licensees any moral rights that You may have in the Contributions.

You acknowledge that Alliance may release Work and its data as open source software (OSS), closed source software, and/or in the public domain.

You agree that Alliance does not have to include the Contributions or any portion thereof in the Works and may remove the Contributions, or any portion thereof, from the Works at any time and for any reason.

3. Representations and Warranties

If You are entering into this Agreement as an individual, You represent that You are legally entitled to grant the above license. If Your employer(s) has intellectual property rights in the Contributions, You represent that You have received permission to make Contributions on behalf of that

employer, that Your employer has waived such rights for Your Contributions to Alliance, or that Your employer has executed a separate contribution agreement with Alliance.

If You are entering into this Agreement on behalf of an Entity, You represent that You are legally entitled to grant the above license. You represent further that each employee of the Entity that submits Contributions is authorized to submit such Contributions on behalf of the Entity.

You provide Your Contributions on as “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.

4. Miscellaneous

The Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to the conflict of laws provisions thereof.

Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary to that this Agreement shall otherwise remain in full force and effect and enforceable.

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof.

This Agreement may not be amended, modified or provision hereof waived, except in a writing signed by the parties hereto.

No waiver by either party, whether express or implied, of any provision of the Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

Indicate your acceptance of this Agreement by signing and dating below.

_____ [sign and date]