



Concurrent Design Platform (CDP)

Corporate Contributor License Agreement (CLA)

Version : 2.1

RHEA FILE: LEG2017-1005



PREAMBLE

RHEA welcomes you to follow, fork, and work on, our Open-Source Concurrent Design Platform (hereafter referred to as **"the Software Project"**). If you are making contributions to one of the components relative to the Software Project, on behalf of your company, then RHEA needs to ask You to complete the Corporate Contributor License Agreement (CLA) below.

This agreement clarifies the ability for RHEA to incorporate your contributions and notably the intellectual property license granted with Contributions from any person or entity.

This license is for your protection as a Contributor as well as the protection of RHEA and its users; it does not change your rights to use your own Contributions for any other purpose.

This version of the Agreement allows an entity (the **"Corporation"**) to submit Contributions to RHEA, to authorize Contributions submitted by its designated employees to RHEA, and to grant copyright and patent licenses thereto.

This Corporate Contribution License Agreement (**"Agreement"**) is agreed to by the party signing below (**"You"**), and conveys certain license rights to RHEA SYSTEM S.A. and its affiliates (**"RHEA"**) for your contributions to the Software Project.

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to RHEA in respect to the Software Project. Except for the license granted herein to RHEA and recipients of the Software Project distributed by RHEA, You reserve all right, title, and interest in and to Your Contributions.

1. DEFINITIONS

"The Software Project" means the work of authorship, code as well as documentation thereof in respect to the Concurrent Design Platform and all its components (libraries, plugins, etc.) which is owned and managed by RHEA and made available to third parties. After You Submit the Contribution, it may be included in the Software Project.

"You" (or **"Your"**) shall mean any legal entity on behalf of whom a Contribution has been received by RHEA.

"Affiliates" means other Legal 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.

"Code" means the computer program whether in human-readable or machine-executable form, that is delivered by You to RHEA under this Agreement.

"Contribution" means the code, documentation, or any work of authorship including any modifications or additions to an existing work in which You own or assert ownership of the Copyright or Droit d'Auteur, that is submitted by You to RHEA for inclusion in, or documentation of the Software Project owned and managed by RHEA. If You do not own the Copyright or "Droit d'Auteur" in the entire work of authorship, please follow the instructions in section 2.

"Copyright" (or **"Droit d'Auteur"**) means all rights protecting works of authorship and computer programs owned or controlled by You, including copyright, moral and neighboring rights, as appropriate, for the full term of their existence including any extensions by You.

"Legal entities" means an entity which is not a natural person.

"Submit" means any form of electronic, verbal, or written communication sent to RHEA or our representatives, including but not limited to electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, RHEA for the purpose of discussing and improving the Software Project, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution".

"Submission Date" means the date on which You Submit a Contribution to RHEA.

"Effective Date" means the date You execute this Agreement or the date You first Submit a Contribution to RHEA, whichever is earlier.

2. REPRESENTATION & ORIGINALITY OF YOUR CONTRIBUTION

You represent that You are legally entitled to grant the above licenses and You do not violate any grant of rights which You or Your Affiliates have made to third parties, including your employer. You represent further that each employee of the Corporation designated by You on Schedule A below (or in a subsequent written modification to that Schedule) is authorized to submit Contributions on behalf of the Corporation.

You or Your Affiliates represent that each of Your Contribution is entirely Your original work.

Should You wish to submit a work that is not Your original creation, You may submit it to RHEA 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]"*.

3. GRANT OF RIGHTS

3.1 Grant of Copyright License

You retain ownership of the Copyright in Your Contribution and have the same rights to use or license the Contribution which You would have had without entering into the Agreement.

Subject to the maximum extent permitted by the relevant law, You hereby grant to RHEA a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform and distribute Your Contributions and such derivative works, with the right to sublicense such rights through multiple tiers of sublicensees, to reproduce, modify, display, perform and distribute the Contribution as part of the Software Project.

3.2 Grant of Patent License

For patent claims including, without limitation, method, process, and apparatus claims which You or Your Affiliates own, control or have the right to grant, now or in the future, You grant to RHEA a perpetual, worldwide, non-exclusive, transferable, royalty-free, irrevocable patent license, with the right to sublicense these rights to multiple tiers of sublicensees, to make, have made, use, sell, offer for sale, import and otherwise transfer the Contribution and the Contribution in combination with the Software Project (and portions of such combination), 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 Software Project to which such Contribution(s) was 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 Software Project 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 Software Project shall terminate as of the date such litigation is filed.

3.3 Outbound License

Based on the grant of rights in Sections 3.1 and 3.2, if RHEA includes Your Contribution in the Software Project, RHEA may licence the Contribution under any licence, including copyleft, permissive, commercial and/or proprietary licences.

3.4 Moral Rights

If moral rights apply to the Contribution, to the maximum extent permitted by law, You waive and agree not to assert such moral rights against RHEA or our successors in interest, or any of our licensees, either direct or indirect.

3.5 Our Rights

You acknowledge that RHEA is not obligated to use Your Contribution as part of the Software Project and may decide to include any Contribution RHEA considers appropriate.

3.6 Other Rights Reserved.

Each party reserves all rights not expressly granted in this Agreement.

No additional licenses or rights whatsoever (including, without limitation, any implied licenses) are granted by implication, exhaustion, estoppel or otherwise.

4. DISCLAIMERS

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,

EXCEPT FOR EXPRESS WARRANTIES IN SECTION 1, YOUR CONTRIBUTIONS IS PROVIDED "AS IS", MORE PARTICULARLY, ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED BY YOU TO RHEA AND BY RHEA TO YOU. TO THE EXTENT THAT ANY SUCH WARRANTIES CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE MINIMUM PERIOD PERMITTED BY LAW.

5. CONSEQUENTIAL DAMAGE WAIVER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU OR RHEA BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

6. NOTICE TO RHEA

You agree to notify RHEA in writing of any facts or circumstances of which You later become aware that would make Your representations in this Agreement inaccurate in any.

7. INFORMATION ABOUT CONTRIBUTION

You agree that contributions to the Software Project and information about contributions may be maintained indefinitely and disclosed publicly, including Your name and other information that You submit with Your Contribution.

8. GOVERNING LAW/JURISDICTION

This Agreement is governed and construed in accordance with the laws of Belgium, and the parties consent to exclusive jurisdiction and venue in Brussels Court.

9. ENTIRE AGREEMENT/ASSIGNMENT

This Agreement is the entire agreement between the parties, and supersedes any and all prior agreements, understandings or communications, written or oral, between the parties relating to the subject matter hereof. This Agreement may be assigned by RHEA.

[SIGNATURE PAGE FOLLOWS]

COMPANY INFORMATION

CORPORATE NAME: _____

Address: _____

Country: _____

PRIMARY POINT OF CONTACT

This is the person who manages the list of authorized contributors. It does not have to be the same person as the Authorized Signer.

NAME: _____

TITLE: _____

Email: _____

Phone Number _____

AUTHORIZED SIGNER

This is an individual in your organization who is authorized to sign the Contributor License Agreement on behalf of your organization.

NAME: _____

TITLE: _____

Email: _____

SIGNATURE _____

If you have not already done so, please complete and sign, then scan and email a pdf file of this Agreement to s.gerene@rheagroup.com or send the original document duly completed and signed by mail to RHEA SYSTEM SA, Avenue Einstein 8, 1300 Wavre – Belgium

SCHEDULE A : LIST OF AUTHORIZED CONTRIBUTORS (DESIGNATED EMPLOYEES)

Initial list of designated employees. All fields are required for each employee.

GitHub Username: _____

Name: _____

Email: _____

GitHub Username: _____

Name: _____

Email: _____

GitHub Username: _____

Name: _____

Email: _____

GitHub Username: _____

Name: _____

Email: _____

GitHub Username: _____

Name: _____

Email: _____