Thank you for your interest in contributing to open source software projects (“Projects”) made available by The Sage Group Plc and/or its affiliates (“SAGE”). In order to clarify the intellectual property license granted with Contributions from any person or entity, SAGE must have a Contributor License Agreement ("CLA") on file that has been signed by each Contributor, indicating agreement to the license terms below. This CLA is for your protection as a Contributor as well as the protection of SAGE and its users; it does not change your rights to use your own Contributions for any other purpose.

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

If you agree to be bound by these terms, fill in the information requested in the table below and sign the CLA where indicated below. Then, scan and email a pdf file of this CLA to [sageoneplatform@sage.com](mailto:sageoneplatform@sage.com). Read this agreement carefully before signing and keep a copy for your records. These terms and conditions constitute a binding legal agreement.

Definitions.

"You" (or "Your") shall mean the Corporation owning the copyright of the Contributions and that is making this CLA with SAGE. The Corporation making Contributions and all other entities that control, are controlled by or are under common control with the Corporation 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.

"Contributions" shall mean any source code, object code, bug fixes, configuration changes, tools, specifications, documentation, data, materials, feedback, information or other works of authorship that you submit or have submitted, in any form and in any manner, to SAGE in respect of any of the Projects. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to SAGE 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, SAGE for the purpose of discussing and improving the Projects, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

Copyright License.

You retain ownership of the copyright in Your Contributions and have the same rights to use or license the Contributions which You would have had without entering into the CLA.

With respect to any worldwide copyrights, or copyright applications and registrations, in Your Contributions as and when they are submitted to SAGE:

* You hereby grant to SAGE a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to exercise all rights under those copyrights. This includes, at SAGE option, the right to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements;
* You agree that SAGE can do all things in relation to your Contributions as if SAGE was the sole owner and if You or SAGE make a derivative work of your Contributions, the one who makes the derivative work (or has it made) will be the sole owner of that derivative work;
* You agree that You will not assert any moral rights in Your Contributions against SAGE;
* You agree that SAGE may register a copyright in Your Contributions and exercise all ownership rights associated with it.

Patent License.

With respect to any patents You own, or that You can license without payment to any third party, You hereby grant to SAGE a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free license to:

* make, have made, use, sell, offer to sell, import, and otherwise transfer Your Contributions in whole or in part, alone or in combination with or included in any product, work or materials arising out of the Projects to which Your Contributions were submitted, and ;
* at SAGE’s option, sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements.

Representation.

You represent that You are legally entitled to grant the above license. You represent further that each employee of the Corporation designated in the table below (or in a subsequent written modification to that table) is authorized to submit Contributions on behalf of the Corporation.

It is your responsibility to notify SAGE 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 SAGE.

You represent to the best of Your knowledge, Contributions will not violate any third party's copyrights, trademarks, patents, or other intellectual property rights;

You represent that each of Your Contributions is Your original creation. You represent that Your Contributions submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which You are personally aware and which are associated with any part of Your Contributions.

Should You wish to submit work that is not Your original creation, You may submit it to SAGE separately from any 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”.

Disclaimer.

To the fullest extent permitted under applicable law and except as expressly set out in this CLA, Your Contributions are provided on an "asis" basis, without any warranties or conditions, express or implied, including, without limitation, any implied warranties or conditions of non-infringement, merchantability or fitness for a particular purpose. You are not required to provide support for your Contributions, except to the extent you desire to provide support.

No Obligation.

You acknowledge that SAGE is under no obligation to use or incorporate your Contributions into any of the Projects. The decision to use or incorporate Your Contributions into any of the Projects will be made at the sole discretion of SAGE or its authorized delegates.

Disputes.

This CLA shall be governed by and construed in accordance with the laws of England. The parties hereby submit to venue in, and jurisdiction of the courts of England for purposes relating to this CLA. In the event that any of the provisions of this CLA shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

Assignment.

You agree that SAGE may assign this CLA and all of its rights, obligations and licenses hereunder.

|  |  |
| --- | --- |
| Corporation’s Name\* |  |
| Corporation’s address\* |  |
| Name and Signatory Title\* |  |
| Signature\* |  |
| Date\* |  |
| Name and Role of Point of contact\* |  |
| Email address\* |  |
| Telephone number |  |
| Submitted on behalf of a Third-Party (if applicable)  Name of Third Party (if applicable) |  |
| List of designated employees\* |  |

*\* fields are mandatory.*