LINAGORA CONTRIBUTOR LICENSING AGREEMENT

If you're reading this, then you're probably considering contributing to a LINAGORA project (or maybe even several). That's great! We are enthusiastic about welcoming you as a LINAGORA project contributor, and working with you to make the best free and open source software ever.

However, we at LINAGORA must ensure that any code that you contribute to our projects:

- is really your own creation, developed with your bare brain and fingers (or whatever organs you favor to type with your preferred input device) and does not belong to anyone else but you;

- is not "license locked", i.e. that we can change its license to any other open source license in order to help our projects remain open source;

- can remain in our projects and not suddenly become unusable because you change your mind and demand that we either use your code differently or not at all.

To achieve this, we've drafted the hereafter Contributor License Agreement (CLA). We need you to agree to it before we can accept merging your contributions to our projects. Once you've done so, you can create your pull requests right away!

1   DEFINITIONS

The present CLA governs IP transfer between **Contributor** (meaning either you or, if the contributed code has been developed in the course of your work, your employer) and **LINAGORA**, a simplified joint-stock company (sociétés par actions simplifiée), with capital of € 1 552 980, whose registered office is located Tour Franklin, 100 Terrasse Boieldieu, 92042 Paris La Défense Cedex, France, registered with the Registry of Trade and Companies of Nanterre, France under number 431 473 669, and represented by Alexandre Zapolsky in his capacity as President.

Parties mean Contributor and LINAGORA collectively. **Party** designates either of the parties.

Contribution means any and all source code, graphical, audio, video, text, multimedia and any other IP & copyright-protected work which has been designed and made by Contributor (including modifications, adaptations, translations brought to projects as well as any work related thereto, plug-ins, add-ons, connectors, etc.), that Contributor submits to a LINAGORA project.

Submit means to send (or create a pull request for, or to request the merging of) the Contribution to the LINAGORA project using any form or means of communication, notably development forges, issue trackers or code version control systems.

Project means any software project whose development has been initiated, is lead and/or is overseen by LINAGORA, and to which Contributor intends to submit Contributions.

2 IPR OWNERSHIP TRANSFER

Contributor grants LINAGORA a non-exclusive, perpetual, worldwide, no-charge, royalty-free, irrevocable ownership of any and all Intellectual Property Rights (IPR) to his Contributions, so that LINAGORA will be recognized as the copyright holder of a collective work which said Contribution will be part of, within the meaning of Articles L.113-2 and L113-5 of the French Intellectual Property Code & pursuant to the Berne Convention.

The granted IPR ownership includes the rights to exploit, use, copy, reproduce, modify, arrange, adapt, market, distribute, publish, reverse-engineer, sell directly or indirectly, rent, loan, perform, present to the public through any means currently known or unknown, as well as any secondary or derived rights, in any language and any versions, in whole or in part, on any medium, any other data storage device currently known or unknown, in any format and through any process currently known or unknown.

The transferred IPR also include the right to correct or refrain from correcting any and all works, such as documentation, included in and/or related to the Contributions.

3 PATENT GRANT

Contributor grants LINAGORA a non-exclusive, perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Contribution, where such license applies only to those patent claims licensable by Contributor that are necessarily infringed by the Contributions either alone or in combination with others or with the project itself.

4 AVOIDING LICENSE LOCK

LINAGORA will publish the Contributions under open source licenses pursuant to the definitions and criteria provided respectively by the Free Software Foundation and the Open Source Initiative.

Since it has full ownership of the IPR, LINAGORA may decide to re-release the Contribution under any different open source license to suit the licensing strategy needs of the Project.

5 MORAL RIGHTS

If moral rights apply to the Contribution, to the extent permitted by applicable law, Contributor agrees not to assert his moral rights in a manner which would, directly or indirectly, either restrain exploitation by LINAGORA of the Contribution, or interfere with the rights of licensees pursuant to the license of the project in which the Contribution has been included.

6 ENFORCEABILITY

The present CLA becomes enforceable upon acceptance by the Contributor, materialized by the Contributor or his representative agreeing on the present provisions by:

- in the case of an electronic version, filling the form fields with his identifying data and clicking the "I Agree" button;

- in the case of a paper version, by signing the present document.

Should one or several provisions of the present CLA be deemed invalid or declared void pursuant to applicable rules, regulations or to an enforceable court decision, any other provisions will remain fully in force. The parties agree to replace invalid or void provisions with new ones which will be as faithful as possible to the intent of the former provisions.

7 WARRANTIES

Contributor warrants being :

- the rightful copyright owner of the Contribution, for all IPR transferred to LINAGORA pursuant to the present CLA;

OR

- legally entitled to grant ownership of the Contributions IPR to LINAGORA, either by having received permission to make Contributions on behalf of his employer, that his employer has waived such rights for Contributions to LINAGORA, or that his employer has a separate agreement with LINAGORA.

Contributor warrants to refrain from submitting Contributions on behalf of a third-party.

Contributor submits his Contributions on an "AS IS" basis, without warranties or conditions or any kind, either express or implied, including, without limitation, any warranties or conditions of title, merchantability, or fitness for a particular purpose.

8 TERMINATION

The CLA is an indefinite sequential performance contract, which governs any and all provisions of Contributions for integration into a LINAGORA project, until either LINAGORA or Contributor expressly decides to terminate it.

Such termination needs to be notified in writing to the other party and will be effective upon reception. In case of termination, LINAGORA will retain ownership of the transferred IPR & patent grants for the Contributions. Upon termination, the signing of a new CLA will be required before LINAGORA can accept a new Contribution.

9 APPLICABLE LAW AND JURISDICTION

The present CLA, its interpretation and its performance are governed by the laws of France.

Disagreement on the interpretation and/or performance of the present CLA will be submitted to an alternate means of dispute resolution before any judicial proceedings. Parties commit to discuss in good faith and to do their best efforts in order to achieve a resolution of their dispute.

If no resolution can be found, jurisdiction is expressly attributed to the courts of Nanterre, France.

DATE*

FULL NAME* (as on your ID card)

PUBLIC NAME

E-MAIL ADDRESS*

GITHUB USER NAME*

EMPLOYER (if applicable)

MAILING ADDRESS*

COUNTRY*

**BY CLICKING ON THE "I AGREE" BUTTON OR SIGNING YOUR NAME,
YOU STATE YOUR COMPLETE AND UNCONDITIONAL AGREEMENT
TO THE LINAGORA CONTRIBUTOR LICENSING AGREEMENT HEREABOVE**

And we thank you for it! Glad to have you on the team!

I AGREE