

CONTRIBUTOR LICENCE AGREEMENT

between

TYK TECHNOLOGIES LTD

and

[CONTRIBUTOR NAME]

[NOTE: THIS AGREEMENT IS A LEGAL DOCUMENT. Signing this document will have legally binding consequences; it is recommended that independent legal advice is sought before signing this Agreement. Delete this text prior to signature.]

This Contributor Licence Agreement (“**Agreement**”) is made and entered into as of the date of the last signature set forth below (“**Effective Date**”) by and between:

- (1) **TYK TECHNOLOGIES LTD**, whose registered office is at Huckletree 199 Bishopsgate, Broadgate, London, England, EC2M 3TY (“**Tyk**”); and
- (2) **[FULL NAME OF CONTRIBUTOR]**, whose home address is at [permanent home address] (“**Contributor**”)

WHEREAS:

- A. Tyk has developed a piece of software, currently known as the “Tyk Backstage Plugin”, a plugin, intended to sync Tyk’s API definitions and components into a user’s Backstage catalog, providing users with a unified view of their API management infrastructure (the “**Software**”). For reference, Backstage’s website and related terms of service are available here: <https://backstage.spotify.com/>
- B. The Contributor wishes to contribute software code, documentation or other materials to the Software project;
- C. The Software is licensed under the GNU Affero General Public License, version 3 (the “**AGPLv3**”), and Tyk intends to continue distributing the Software under the AGPLv3 to promote open-source collaboration and compliance with the AGPLv3’s copyleft provisions;
- D. The Contributor agrees that their Contributions will be licensed under the AGPLv3 to ensure compatibility with the requirements that the combined work be released under the AGPLv3 when distributed; and
- E. The Contributor wishes to grant Tyk additional permissions to relicense their Contributions, allowing Tyk to distribute the Software under both the AGPLv3 and any commercial licence in any way that is compatible with the copyleft requirements of AGPLv3.

NOW IT IS AGREED as follows:

1. DEFINITIONS

- 1.1. **Contribution** shall mean the computer software code, whether in human-readable or machine-executable form, including any modifications or additions to the existing Software code, that is submitted to Tyk by the Contributor whether before or after the Effective Date, along with any intellectual property rights associated with such code. For the purposes of this definition, “submitted” means any form of electronic, verbal or written communication sent to Tyk, including but not limited to those sent via developer platforms such as GitHub.
- 1.2. **End-Users** shall mean any individual or organisation who receives the Software or the Contribution, in whole or in part, directly or indirectly, from Tyk.

2. GRANT OF COPYRIGHT LICENCE

- 2.1. Subject to the terms and conditions of this Agreement, the Contributor hereby grants to Tyk and to End-Users a perpetual, worldwide, non-exclusive, royalty-free, irrevocable copyright licence to use, reproduce, prepare derivative works of, publicly display, publicly perform, sublicense and distribute the Contributions and any such derivative works.

3. GRANT OF PATENT LICENCE

- 3.1. To the extent that any patents are applied for and obtained for the Contributions, and subject to the terms and conditions of this Agreement, the Contributor hereby grants to Tyk and to End-Users a perpetual, worldwide, non-exclusive, royalty-free, irrevocable patent licence to

make, have made, use, offer to sell, sell, import, distribute, prepare derivative works of, and otherwise transfer the Contributions and any such derivative works.

- 3.2. The Contributor hereby covenants not to assert any patent claims against Tyk or any End-Users for the making, use, sale, offer for sale, importation, or other exploitation of the Contributions or the Software.

4. REPRESENTATIONS AND WARRANTIES

- 4.1. The Contributor warrants and represents that:

- 4.1.1. each Contribution is entirely the Contributor's original work and does not include any material derived from third parties, unless the Contributor has obtained all necessary permissions or licences to include such material and to grant the licences set forth in this Agreement;
- 4.1.2. the Contributor has the full legal right and authority to enter into this Agreement and to grant the licences and rights conveyed herein without violating any other agreements or obligations;
- 4.1.3. the Contributions do not and will not infringe upon any third-party intellectual property rights, including but not limited to patents, copyrights, trade secrets, confidential information, or trademarks, of any third party; and
- 4.1.4. the Contributions comply with all applicable laws and regulations, including but not limited to those relating to data protection and export control, and that the Contributions do not contain any viruses, malware, or otherwise harmful or malicious code.

5. WAIVER OF MORAL RIGHTS

- 5.1. To the fullest extent permitted by applicable law, the Contributor irrevocably waives, and agrees not to assert, any and all moral rights or equivalent that the Contributor may have in the Contributions, in connection with Tyk's exercise of any rights granted under this Agreement.

6. NOTICE

- 6.1. The Contributor agrees to notify Tyk in writing of any facts or circumstances of which the Contributor later becomes aware that would make the Contributor's representations in this Agreement inaccurate in any respect.

7. GENERAL

- 7.1. GOVERNING LAW AND JURISDICTION:** The validity, construction and performance of this Agreement and any contractual and non-contractual claims arising hereunder, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties hereby submit.
- 7.2. ENTIRE AGREEMENT AND ASSIGNMENT:** This Agreement sets out the entire agreement between the parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter. This Agreement may be assigned by Tyk.
- 7.3. ANNOUNCEMENT:** The Contributor shall not make any press or public announcement concerning any aspect of this Agreement without the prior written consent of Tyk.

This Agreement has been executed and takes effect on the latest date of signature below.

For and on behalf of **TYK
TECHNOLOGIES LTD**

By [**CONTRIBUTOR NAME**]

Signature

Signature

Print name

Print name

Job title

Job title

Date

Date