

Cloud Proxy Repository Contributor Agreement

A source control system (the “Repository”) for contributors to the CloudProxy Project has been established. From time to time, we plan to release material in the Repository to other parties (a “Public Release”), without fee under the Apache License (the “License”), attached hereto. Google Corporation, Intel Corporation and the University of California at Berkeley, as the parties originally establishing the Repository, have agreed on the following terms of use with respect to the Repository and the material therein.

As a condition of access to the Repository, persons granted access to the Repository (the “Submitters”) agree that any material submitted to the Repository (a “Contribution”) is subject to the following terms. As a Submitter you consent and agree to be bound by the following terms, for yourself and any licensors or principals to whom you have an obligation or restriction with respect to any Contribution.

1. The Submitter represents that it has the right and authority to make the Contributions they make under the terms of the License.
2. The Submitter will not contribute material, which is known to or which it has a good reason to believe the contribution to be subject to patents or other intellectual property rights of a third party, requiring any fee or condition of use in conflict with the terms of the License.
3. The Submitter agrees to grant to all users a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this clause) 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 such Submitter that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Repository to which such Contribution(s) was submitted, at the time they were submitted. If an entity institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Repository or a Contribution incorporated within the Repository constitutes direct or contributory patent infringement, then any licenses granted to that entity (and all other entities that control, are controlled by, or are under common control with that entity) under this License for that Repository shall terminate as of the date such litigation is filed.
4. The Submitter will not publish or convey any Contribution made by others until a “Public Release,” as that term is defined hereinafter.
5. The initial administrators (the “Administrators”) of the Repository are John Manfredelli and Tom Roeder. Administrators may be appointed or removed with the consent of at least sixty-six percent (66%) of the then current Administrators of the

Repository. Administrators may resign their appointment as an Administrator at any time.

6. A Public Release of the materials or portions of the materials in the Repository shall be deemed to occur either (i) on the date material in the Repository is declared released by at least sixty-six percent (66%) of the then current Administrators of the Repository; or, (ii) ninety (90) days from the date a Submitter requests a Public Release for then existing Contributions in the Repository; or (iii) ninety (90) days after the Repository is discontinued or no longer accessible. Administrators will use reasonable efforts to designate material, which has been Publicly Released, in clearly identified storage areas. In the event the storage area for a Public Release is contained in the Repository, the restrictions on further release, under the License, set forth in paragraph 4 shall not apply to the Public Release. Administrators shall provide email addresses for Submitters to submit requests for a Public Release within the Repository. A request for release shall be deemed to have been made by a Submitter when they request such a release in an email to the designated email addresses.

7. The Submitter will use its best efforts to comply with processes and procedures used in maintaining the Repository and will not falsely represent the source of any Contribution made by it.

8. The Submitter grants an irrevocable, fully paid up right to use any Contribution made by it to the Repository to other parties under the License at the time of a Public Release.