

Contribution License Agreement

We thank you for your interest in the open source code repositories managed by Murex (the “**Project**”).

We need each individual or legal entity who wants to contribute to the Project to sign the below Contribution License Agreement (“**CLA**”), in order to clarify the scope and the terms of the intellectual property licenses granted to Murex in respect of each contribution to the Project and to ensure that the community is free to use your contributions.

The CLA does not affect your rights to use your own contributions to the Project for any other purpose.

We invite you to review carefully the terms of the Murex Contribution License Agreement, which is available [here](#) in .pdf format and to keep a copy for your records.

Before making any contribution to the Project, please complete and sign the CLA on the last page then scan and send a signed copy of the CLA to: OpenSourceSoftware@murex.com

Contribution License Agreement

This contribution license agreement ("**Agreement**") documents the rights granted by contributors to Murex S.A.S. ("**Murex**", "**We**" or "**Us**" or "**Our**") in connection with an open source software project managed by Us. By signing below, you ("**You**") accept and agree to the terms of this Agreement, which shall apply to all present or future Contributions that you Submit to Murex. Please read it carefully before signing and accepting its terms.

1. Definitions

"**Contribution**" means any work of authorship that is Submitted by You to Murex, such work including any accompanying documentation files, supporting files, source code and other materials.

"**Copyright**" means, throughout the world, copyrights and similar rights, whether registered or unregistered, including so-called "neighboring rights" and "sui generis" rights, design rights, database rights, and moral rights, and any and all similar rights associated with works of authorship (including software) whether in existence as of the date of this Agreement or arising or recognized thereafter, together with all applications therefor.

"**Material**" means the work of authorship including the software program, which is made available by Us to third parties, including those works made available on an open source basis. When this Agreement covers more than one software project, "Material" means the work of authorship to which the Contribution was Submitted. After You Submit the Contribution, it may be included in the Material in Our sole discretion.

"**Our Representatives**" means Our affiliates and any of Our or their respective directors, officers, employees, personnel, professional advisors, consultant, subcontractors or agents, assignees or sublicensees.

"**Patents**": means, throughout the world, any and all patents (including design patents), inventor's certificates, utility models, and similar or equivalent rights, and applications therefor and rights thereunder.

"**Submit**" means submission by any form of electronic, verbal, or written communication to Murex, Our affiliates, or Our Representatives, including but not limited to electronic mailing lists, source code control systems, and issue tracking systems that are managed by Us, or on Our behalf, for any purpose in relation to the Material, excluding any communication that is conspicuously marked in writing by You with the phrase "Not a Contribution." For the avoidance of doubt, the terms "Submitted" or "Submitting" shall have corresponding meanings.

2. Licenses

- 2.1 **Copyright License.** You hereby grant to Murex and to recipients of Materials distributed, directly or indirectly, by Murex a perpetual, worldwide, non-exclusive, royalty-free, transferable, irrevocable license in respect of any Contribution Submitted to Us, to use, reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works to third parties. You acknowledge that Murex shall not be under any obligation to use Your Contribution in any Material.

- 2.2 **Patent License.** You hereby grant to Murex and to recipients of Materials distributed, directly or indirectly, by Murex, a perpetual, worldwide, non-exclusive, no-charge, transferable, royalty-free, irrevocable (except as stated in this section) patent license, with the right to sublicense to multiple tiers of sublicensees, under any Patents You own or control, now or in the future, for the respective term (including any extension or adjustment thereto) of each of such Patents, to make, have made, use, sell, offer for sale, import and otherwise transfer or distribute the Contribution, any software program or computer code substantially similar to the Contribution, any related Material, and any derivative work based on the foregoing or parts thereof (including any combination of all or part of the foregoing with other software programs, products or services) (collectively, the “**Patent License**”). 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 Material 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 Work shall terminate as of the date such litigation is filed.
- 2.3 **Other Rights Reserved.** Each party reserves all rights not expressly granted in this Agreement. Except for the licenses granted herein to Murex and recipients of Materials distributed by Murex, You reserve all right, title and interested in and to Your Contributions.
- 2.4 **Information about Contributions.** You agree that We may use Your name to identify you as the author of the Contribution, including as part of a list of contributors that may be published on one or more of Our websites and that Your Contributions and information about Your Contributions may be maintained indefinitely and disclosed publicly, including Your name and other information that You Submit with Your Contribution.
3. **Original Work.** You represent that each of Your Contributions is entirely Your original work. In case you wish to Submit materials that is not Your original work, you must then include the sentence “Contribution containing materials of a third party” in the description accompanying Your Contribution, followed by the name of the third party and the complete details of any third-party license or other restriction (including, but not limited to, related patents, trademarks and license agreements) of which you are personally aware, and which are associated with any part of Your Contributions.
4. **Consent of Employer.** If you have created the Contributions in the course of Your work for your employer (including any former employer), or if your employer has intellectual property rights in Your Contribution by contract or applicable law, you represent that you have secured the written permission from your employer(s) to make Contributions on behalf of that employer under this Agreement and that your employer has waived such rights for your Contributions to Murex, or that your employer has executed a separate CLA with Murex. In that case, the term “You” in this Agreement will refer to You and Your employer collectively. If You change employers in the future and desire to Submit additional Contributions for the new employer, then You agree to sign a new Agreement and secure permission from the new employer before Submitting those Contributions.
5. **Representations and warranties.** You represent and warrant to Us that You are legally entitled to grant the above licenses in respect of the Contribution. If you are signing this Agreement on behalf of your employer, you represent and warrant that You have the necessary authority to act on behalf of and bind your employer under this Agreement. You agree to notify Us in writing promptly of any facts or circumstances of which You later become aware that would make Your representations in this Agreement inaccurate in any respect.

6. Disclaimer and Waiver. YOU PROVIDE YOUR CONTRIBUTIONS ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY DAMAGES ARISING FROM THIS AGREEMENT, WHETHER DIRECT OR INDIRECT, INCLUDING LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ON WHICH ANY SUCH DAMAGE CLAIM COULD BE BASED.

7. Governing Law, Arbitration, Miscellaneous.

7.1 This Agreement will be governed by and construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

7.2 In the event of any dispute, each party hereby irrevocably and unconditionally (a) agrees that such dispute shall be exclusively referred to, and exclusively and finally settled by, arbitration under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with said Rules; and (b) submits to the jurisdiction of such arbitral tribunal and agrees not to commence any action relating thereto in any court or other tribunal (whether arbitral or otherwise). The arbitration shall be held in Paris, France and shall be conducted in English. Any decision or award of the arbitral tribunal shall be final and binding upon the parties. The parties hereto waive, to the extent permitted by law, any rights to appeal or review of such award by any court or tribunal, and agree that judgment upon such award may be entered in any court of competent jurisdiction.

7.3 This Agreement sets out the entire agreement between You and Murex for Your Contributions to Murex and supersedes all other agreements or understandings. No amendment to or change, waiver, or discharge of any provision of this Agreement shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement of such amendment, change, waiver or discharge is sought, and this Agreement may not be modified or amended by electronic means. Whether or not expressly indicated, any reference herein to "including" or any similar term means "including, but not limited to".

7.4 If any provision of this Agreement is found void or unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the intent of the original provision and which is enforceable. The invalidity or unenforceability of any term, condition or provision of this Agreement shall not affect the enforceability of the rest of this Agreement. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law.

7.5 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be considered one and the same instrument.

Please select one of the options below and sign as indicated.

____ I have sole ownership of the intellectual property rights to the Contribution and I am not making the Contribution in the course of work for my employer.

Name ("You"): _____

Signature: _____

Date: _____

GitHub Login: _____

Email: _____

Address: _____

____ I am making the Contribution in the course of work for my employer (or my employer has intellectual property rights in the Contribution by contract or applicable law). I have permission from my employer to make the Contribution and enter into this Agreement on behalf of my employer, and attach the relevant form as signed by the authorized representative of my employer. By signing below, the defined term "You" includes me and my employer.

Company Name: _____

Signature: _____

By: _____

Title: _____

Date: _____

GitHub Login: _____

Email: _____

Address: _____