

Thymeleaf Corporate Contributor License Agreement

Version: 20210207

Thank you for your interest in The Thymeleaf Project ("Thymeleaf"). In order to clarify the intellectual property license granted with Contributions from any person or entity, Thymeleaf must have a Contributor License Agreement (CLA) on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of Thymeleaf and its users; it does not change your rights to use your own Contributions for any other purpose.

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

Please read this document carefully before signing and keep a copy for your records.

Corporation name:

Corporation address:

Point of Contact:

Email:

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to Thymeleaf. Except for the license granted herein to Thymeleaf and recipients of software distributed by Thymeleaf, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions

- “*Thymeleaf*” means the “Thymeleaf Project organization and members”.
- “*You*” (or “*Your*”) means the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with Thymeleaf. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity 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 (i) ownership of fifty percent (50%) or more of the outstanding shares, or (ii) beneficial ownership of such entity.
- “*Contribution*” means any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to Thymeleaf for inclusion in, or documentation of, any of the products owned or managed by Thymeleaf (the “*Material*”). For the purposes of this definition, “submitted” means any form of electronic, verbal, or written communication sent to Thymeleaf 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, Thymeleaf for the purpose of discussing and improving the Material, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Contribution.”

2. Grant of Rights

2.1. Copyright License

Subject to the terms and conditions of this Agreement, You hereby grant to Thymeleaf and to recipients of software distributed by Thymeleaf a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

2.2 Patent License

Subject to the terms and conditions of this Agreement, You hereby grant to Thymeleaf and to recipients of software distributed by Thymeleaf a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) 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 You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Material to which such Contribution(s) was submitted. 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 Material shall terminate as of the date such litigation is filed.

2.3 Outbound License

As a condition on the grant of rights in Sections 2.1 and 2.2, Thymeleaf agrees to license the Contribution only under the terms of the Apache License 2.0 (including any right to adopt any future version of this license if permitted).

2.4 Moral Rights

If moral rights apply to the Contribution, to the maximum extent permitted by law, you waive and agree not to assert such moral rights against Thymeleaf or its successors in interest, or any of our licensees, either direct or indirect.

2.5 Thymeleaf Rights

You acknowledge that Thymeleaf is not obligated to use your Contribution as part of the Material and may decide to include any Contributions Thymeleaf considers appropriate.

2.6 Reservation of Rights

Any rights not expressly assigned or licensed under this section are expressly reserved by you.

3. Agreement

You represent that:

- (a) You are legally entitled to grant the above licenses. You represent further that each employee of the Corporation designated on a schedule that you will provide to Thymeleaf along with this agreement (or on a subsequent written modification to that schedule) is authorized to submit Contributions on behalf of the Corporation.
- (b) You represent that each of Your Contributions is Your original creation.

4. Disclaimer

You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, 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.

5. Miscellaneous

- 5.1 This Agreement will be governed by and construed in accordance with the laws of Spain excluding its conflicts of law provisions. Under certain circumstances, the governing law in this section might be superseded by the United Nations Convention on Contracts for the International Sale of Goods (“UN Convention”) and the parties intend to avoid the application of the UN Convention to this Agreement and, thus, exclude the application of the UN Convention in its entirety to this Agreement.
- 5.2 This Agreement sets out the entire agreement between you and Thymeleaf for your Contributions to Thymeleaf and overrides all other agreements or understandings.
- 5.3 If You or Thymeleaf assign the rights or obligations received through this Agreement to a third party, as a condition of the assignment, that third party must agree in writing to abide by all the rights and obligations in the Agreement.
- 5.4 The failure of either party to require performance by the other party of any provision of this Agreement in one situation shall not affect the right of a party to require such performance at any time in the future. A waiver of performance under a provision in one situation shall not be considered a waiver of the performance of the provision in the future or a waiver of the provision in its entirety.
- 5.5 If any provision of this Agreement is found void and unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and which is enforceable. 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.
- 5.6 It is Your responsibility to notify Thymeleaf when any changes are 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 Thymeleaf.

Signed by:

Date:

Title:

Corporation:

Please sign: