

Okapi Framework Contributor License Agreement (the "Agreement")

In order to clarify the intellectual property licenses granted with the Contributions from any person or entity, the Okapi Framework Project (the "Project") must have a Contributor License Agreement (CLA) signed by each Contributor, indicating the Contributor's agreement to the license terms below. This Agreement is for Your protection as a Contributor as well as the protection of the other Contributors to the Project and the users of the Project. This Agreement does not change Your rights to use Your own Contributions for any other purpose.

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

When signed, scan it and email it to okapi@opentag.com.

By signing this Agreement, You are accepting and agreeing to the following terms and conditions with respect to the present and future Contributions Submitted to the Project by You or by any individual identified as a designated employee on Schedule A attached hereto, and as such Schedule A may be modified from time to time (each, a "Designated Employee"). You agree not to use the Contributions of other Contributors in a way that is contrary to the public benefit. Except for the license granted herein, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions

"Contributor" shall mean an individual or a legal entity holding the copyright for any Contributions to the Project. All persons or organizations that control, are controlled by, or are under common control with any other person or organization 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 a person or entity, whether by contract or otherwise, or (ii) ownership of more than fifty percent (50%) of the outstanding beneficial ownership of an entity.

"You" (or "Your") shall mean the individual or legal entity executing this Agreement as a Contributor.

"Contribution" shall mean the code, documentation or other original works of authorship, as well as any modifications or additions to an existing work, that is intentionally Submitted to the Project for inclusion in, or documentation of, any of the products owned or managed by the Project (the "Work"). For the purposes of this definition, "Submitted" means any form of electronic, verbal, or written communication sent to the Project 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, the Project for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing as "Not a Contribution."

2. **Grant of Copyright License.** Subject to the terms and conditions of this Agreement, You hereby grant to each other Contributor 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.
3. **Grant of Patent License.** Subject to the terms and conditions of this Agreement, You hereby grant to each other Contributor 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 Work, 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 Work to which such Contribution(s) were Submitted. If any individual or entity institutes patent litigation against You or any other

Contributor (including a cross-claim or counterclaim in a lawsuit) alleging that Your Contribution, or the Work to which You have Contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that individual or entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

4. You represent that You are legally authorized to grant the above licenses. You represent further that each of your Designated Employees is authorized to submit Contributions on Your behalf.
5. You represent that each of Your Contributions is Your original creation (see Section 7 for submissions on behalf of others). You represent that Your Contributions Submitted to the Project include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which You are personally aware and which are associated with any part of Your Contributions.
6. 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.
7. Should You wish to submit work that is not Your original creation, You may submit such work to the Project separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which You are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".
8. It is your responsibility to notify the other Contributors (a) when any change is required to the list of Designated Employees authorized to submit Contributions on Your behalf, (b) of any change in Your point of contact with the Project, or (c) of any facts or circumstances of which You become aware that would make Your representations inaccurate in any material respect.
9. This Agreement establishes a contractual relationship only. Each Contributor is independent of each other Contributor, and this Agreement does not create a partnership, joint venture or any agency relationship between the Contributors. No Contributor assumes any responsibility for the actions of the agents, representatives or employees of any other Contributor.

Contributor Name:

VistaTEC Limited

Address:

700 South Circular Road
Kilmanham Dublin 8

Country:

Ireland

Point of Contact:

Phil Ritchie

Email:

phil@vistatec.ie

Telephone:

+35314168000

Signature:

P. A. Ritchie

Title:

CTO

Date:

6 January 2014

Schedule A

Designated Employees of Contributor, if applicable

[illegible]