

Vendor Certificate of Originality

This questionnaire must be completed by a vendor ("You") furnishing copyrightable material, such as software, audio/visual works, written materials, etc. ("Material") to IBM. The acceptance of this questionnaire by IBM is a prerequisite for the IBM final payment for the furnished Material.

Depending on Your agreement with IBM, You may have an obligation to communicate additional information to IBM that IBM may require for copyright registration and/or enforcement of legal rights relating to the furnished material.

Please leave no questions blank. Write "not applicable" or "N/A" if a question is not relevant to the furnished material.

Summary Information

Your name and address: **TopCoder, Inc.**
95 Glastonbury Blvd.
Glastonbury, CT 06033
Attn: Legal Dept.

Name of the Material: COO Generator

IBM Contract No: **Base Agreement #4908005463**
SOW # 4909019670

IBM Contract Administrator: **Blain Dillard**

A -Material Identification

1. Category of the material (Please check only one):

☒ a) Software (including its related documentation)

☐ b) Audiovisual Works

☐ c) Mask Works

☐ d) Written Materials excluding related documentation of a)-c)

☐ e) Other (if other please identify): _____

If You selected either "Software" or "Audio/Visual Works", please provide the names of any software tools (e.g. compiler, software development tool, etc.) that were used to create such Material:

2. General description of the Material (including the description of any new function that You contributed): **Software Component as identified below.**

3. What was the date that the creation of Material was completed? (except for minor error corrections, etc.): **March 20, 2010**

B - Newly Created Material

The questions in this section are targeted at any newly created portion of the Material ("Newly Created Material"). If the Material includes any pre-existing material, please provide detailed information for such pre-existing material in section C (Pre-existing Material). All developers or creators of the Newly Created Material must be specified in one of the following Categories I, II or III. Unless otherwise indicated, Your employees include temporary and supplemental employees who created or contributed to the creation of the Material under contract or other agreement with You.

I. Was any portion of the Newly Created Material created by Your employee(s) *within the scope* of their work assignment or job function ("Category I") assignment? ____ Yes ____ **X** No

If You checked Yes please provide a copy of any relevant employee agreement governing the creation of intellectual property for Your company by the employee and provide below the requested information for each employee. It is not necessary to provide copies of the agreements actually signed by each employee as long as you provide the terms of each agreement. For example, it would be sufficient to provide blank employee agreement forms of the type actually completed by the employee.

Name of employee: _____
Title: _____

Name of employee: _____
Title: _____

Name of employee: _____
Title: _____

(If there is insufficient space to list all contributors, please attach an additional page with the required information).

II. Was any portion of the Newly Created Material created by Your employee(s) *outside the scope* of their work assignment or job function ("Category II")? __ Yes **X No**

If You checked Yes please provide a copy of any relevant employee agreement governing the creation of intellectual property for Your company by the employee and provide below the requested information for each employee. It is not necessary to provide copies of the agreements actually signed by each employee as long as you provide the terms of each agreement. For example, it would be sufficient to provide blank employee agreement forms of the type actually completed by the employee.

Name of employee: _____
Title: _____

Name of employee: _____
Title: _____

Name of employee: _____
Title: _____

(If there is insufficient space to list all contributors, please attach an additional page with the required information).

III. Was any portion of the Newly Created Material created for You by anyone other than Your employees, including another vendor company, an independent contractor, a subcontractor, a consortium or university ("Category III")? **X Yes** __ No

If You checked Yes please provide a copy of any relevant agreement that you may have governing the creation and/or license of the intellectual property for this Material and the names and title of the individuals who contributed the material. If the third party was a company, please provide the name and address for the company. NOTE: For TopCoder Members, include their user names and provide their real names only as required under the terms of the Agreement.

Copy of assignment 2.0, which was executed by each member, is attached.

Role	TopCoder Member
Design Winner	designWinner
Design 2 nd Place	N/A
Design Reviewer	design review 1

Design Reviewer	design review 2
Design Reviewer	design review 3
Development Winner	developmentWinner
Development 2 nd place	developmentSecondPlace
Development Reviewer	dev review 1
Development Reviewer	dev review 2
Development Reviewer	dev review 3

(If there is insufficient space to list all contributors, please attach an additional page with the required information).

1. Does any portion of the Newly Created Material link to any libraries or other software that is characterized as freeware, shareware or open source software ("OSS Material").

Yes

For the purposes of this Certificate of Originality, open source software is computer software programs whose source code is available for inspection and use by anyone and is made available under a license that permits recipients to copy, modify and distribute the program's source code without payment of royalty.

Common examples of such licenses, include, but are not limited to, the GNU GPL and LGPL licenses, the Mozilla Public License, Apache license, BSD License, MIT License, Common Public License, etc.?

X Yes No

If you checked No please go to section C.

If you checked Yes please, provide the following OSS Material information.

Is the linking static or dynamic? static **X** dynamic

OSS Material Name:

Source of the OSS Material (e.g. a URL, company address, etc):

License Information (please attach a copy of the license):

Any information that would be helpful to identify the ownership of the OSS Material (e.g. Copyright notice, author's name, contact information, etc.):

Dependencies

Name	Version	Description	SourceURL	Licence
name1	1.0.1	description1	http://www.top coder.com	GPL1
name2	1.0.2	description2	http://www.top coder.com	GPL2
name3	1.0.3	description3	http://www.top coder.com	GPL3
name4	1.0.4	description4	http://www.top coder.com	GPL4
baseException	2.0.0	exception handling.	http://www.top coder.com	free for member.

C -Pre-existing Material

The target of this section is any material that had been created by You or others, before you entered into an agreement with IBM to create the Material ("Pre-existing Material"). Pre-existing Material includes, but is not limited to, software, software libraries, textbooks, and publications that were used in the creation of, or which is used or called by (excluding the OSS identified in Section B, above), the Material provided by You to IBM.

1a. Was any portion of the Material composed of or derived from Pre-existing Material?

☐ Yes ☒ No

1b. Does the Material use or call any Pre-existing Material?

☐ Yes ☒ No

If you checked No to both 1a and 1b go to section D.

2. Is any portion of the Pre-existing Material owned by You? ☐ Yes ☐ No

If you checked Yes please provide the name of the Pre-existing Material

3. Is any portion of the Pre-existing Material owned by a third party (excluding OSS Material)? ☐ Yes ☐ No

If you checked Yes please provide the following information:

Name of Pre-existing Material: _____

Source of the Pre-existing Material (e.g. a URL, company address, etc): _____

License Information (please attach a copy of the license): _____

Any information that would be helpful to identify the source and ownership of the material (e.g.

Copyright notice, author's name, contact information, etc.): _____

Have You modified the third party Pre-existing Material? ☐ Yes ☐ No

If you checked Yes, please briefly describe the nature of the modifications _____

4. Is any portion of the Pre-existing Material OSS Material? ☐ Yes ☐ No

If you checked Yes please provide the following information:

Name of Pre-existing Material: _____

Source of the Pre-existing Material (e.g. a URL, company address, etc): _____

License Information (please attach a copy of the license): _____

Any information that would be helpful to identify the source and ownership of the material (e.g.

Copyright notice, author's name, contact information, etc.): _____

Have You modified the third party OSS Material? ☐ Yes ☐ No

If you checked Yes, please briefly describe the nature of the modifications _____

5. Does any portion of the Pre-existing Material link to any OSS Material, including, for example, by using an OSS Material source software development kit? ☐ Yes ☐ No

If you checked Yes please, provide the following OSS Material information.

Is the linking static or dynamic? ☐ static ☐ dynamic

OSS Material Name: _____

Source of the OSS Material (e.g. a URL, company address, etc): _____

License Information (please attach a copy of the license): _____
Any information that would be helpful to identify the source and ownership of the material (e.g. Copyright notice, author's name, contact information, etc.): _____

D -External Characteristics including Icons ("External Characteristics" include display screens, data formats, instruction or command formats, operator messages, interfaces, images video, sound recordings, icons, etc.)

Were the "External Characteristics" of the Material or any portion thereof copied or derived from the pre-existing "external characteristics" of other software or copyrightable material ("Pre-existing Externals")? __Yes **X**No

If You checked No go to section E.

If You checked Yes please provide the following information:

- a) Type of External Characteristic: _____
- b) Name of the External Characteristic: _____
- c) Source of the External Characteristic: _____
- d) Author (if known): _____
- e) Owner: _____
- f) License information (if applicable): _____
- g) Please identify or describe any pre-existing External Characteristics are known to you that are similar in appearance to the External Characteristic(s) that you are providing in the Material.

E -Miscellaneous

1. Does the Material conform to any particular technology standards? **X** Yes __No

If You checked yes please identify the name of such standard and standard body.

Name of Standard: **Java**

Standards body: _____

2. Identify below, or in an attachment, any other circumstance which might affect IBM's ability to reproduce and market this material, including:

a) Confidentiality or trade secrecy of Pre-existing Materials included in the Material: **None**

b) Known or possible royalty obligations to others arising out of the Material: **None**

c) Other circumstances: _____

[YOUR NAME]

Date: **March 20, 2010**

Form of Assignment 2.0

TOPCODER COMPETITION ASSIGNMENT Version 2.0

THIS ASSIGNMENT ("Assignment") is made by and between the individual identified below ("Participant") and TopCoder, Inc., 95 Glastonbury Blvd., Glastonbury, CT 06033, USA, ("TopCoder") and is effective as of the date given below, or if undated the date the executed Assignment is received by TopCoder, for the purpose of confirming and granting to TopCoder rights in Participant's submissions to TopCoder's competitions.

For good and valuable consideration, the receipt of which is hereby acknowledged:

1. A "Covered Submission" is any Submission made by Participant in a Competition (other than a Competition in which the Competition rules state that TopCoder does not require assignment or a Competition designated by TopCoder as an "Algorithm Competition" held prior to February 1, 2008) prior to or after execution of this Assignment and for which TopCoder paid or pays to Participant (or has in good faith made available for payment pending Participant's completion of TopCoder's payment requirements) a cash prize and/or other compensation. "Submission" means any and all notes, drawings, designs, graphics, images, photographs, technical data, know how, firmware, software, source code, data, review comments, suggestions, works of authorship, material, information, work, or product submitted by Participant to TopCoder in connection with a Competition, and any ideas, improvements, or inventions that are embodied in them. "Competition" means any competition operated in part or in whole by TopCoder and in which Participant has participated or participates (for example, as a contestant or reviewer).

2. All rights in the Covered Submissions shall be the sole and exclusive property of TopCoder. Participant hereby assigns, grants, transfers, and sets over to, and agrees to assign, grant, transfer, and set over to TopCoder all right, title and interest throughout the world, along with any and all copyright, patent, trade secret, moral right, and other intellectual property rights, in and to such Covered Submissions. To the extent any rights in a Covered Submission are not assignable, Participant hereby grants and agrees to grant to TopCoder under any and all such rights an irrevocable, paid-up, royalty free, perpetual, exclusive, sublicensable (directly or indirectly through multiple tiers), transferable, and worldwide license to use and permit others to use such Submission in any manner desired by TopCoder (and/or its contest sponsors or customers) without restriction or accounting to Participant, including, without limitation, the right to make, have made, sell, offer for sale, use, rent, lease, import, copy, prepare derivative works, publicly display, publicly perform, and distribute all or any part of such Submission and modifications and combinations thereof and to sublicense (directly or indirectly through multiple tiers) or transfer any and all such rights. Further, Participant hereby waives and agrees to waive in favor of TopCoder any moral right or other right or claim that is contrary to the intent of a complete transfer of rights to TopCoder in each Covered Submission.

3. Participant agrees to promptly execute such documents and perform such acts as TopCoder may reasonably require to perfect TopCoder's entire right, title, and interest in and to each and every Covered Submission.

4. For all Submissions that are not Covered Submissions, Participant grants and agrees to grant to TopCoder a non-exclusive, perpetual, irrevocable, paid-up, royalty-free, right and license to use, reproduce, modify, adapt, translate, create derivative works of, and publish and distribute such Submission and/or derivative works in any form, medium or technology, including the right, at TopCoder's sole discretion, to allow publication and redistribution by third parties, and Participant waives in favor of TopCoder any and all applicable moral or other rights contrary to such license.

5. Participant represents and warrants that Participant is the sole and original author, designer, and inventor of each Submission and that Participant has not and shall not incorporate into any Submission any material from any other person unless so specified by TopCoder. Participant further represents and warrants that, to Participant's knowledge, all of Participant's Submissions are and shall be free and clear of all liens, claims, encumbrances or demands of third parties, including without limitation intellectual property rights, and Participant is not obligated to assign or transfer rights in such Submissions to any other party. Participant represents and warrants that Participant is legally able and entitled under the laws of Participant's jurisdiction to enter into this Assignment and to grant to TopCoder the rights described in this Assignment.

6. This Assignment and all aspects of the relationship between the parties hereto shall be construed and enforced in accordance with and governed by the internal laws of the State of Connecticut and the United States of America, without regard to its conflict of laws provisions. The parties hereby agree to submit to the jurisdiction of the federal and state courts of Connecticut for the resolution of any disputes regarding the subject matter of this Assignment. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. In the event that any provision of this Assignment is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, to the extent consistent with the intent of the parties as of the effective date. This Assignment may be delivered by facsimile or electronic copy, which shall have the same

effect as an original. In case of conflict between this Assignment and any earlier Competition assignments from Participant to TopCoder, this Assignment shall control. TopCoder can assign this Assignment without restriction, and all rights under this Assignment shall inure to the benefit of and be enforceable by TopCoder's successors and assigns. This Assignment is personal to Participant and may not be assigned without TopCoder's written consent.

IN AGREEMENT AND ASSIGNMENT, PARTICIPANT hereby signs below:

By: (signature) _____
Name: _____
Address: _____

Date: _____
Email: _____
Handle: _____