

Based on: <http://www.apache.org/licenses/cla-corporate.txt>

Lightbend, Inc.

Corporate Contributor License Agreement ("Agreement") V1.2

Thank you for your interest in Lightbend, Inc. (the "Company") Open Source project. In order to clarify the intellectual property license granted with Contributions from any person or entity, the Company 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 the Company 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 the Company, to authorize Contributions submitted by its designated employees to the Company, and to grant copyright and patent licenses thereto.

Corporation name: \_\_\_\_\_

Corporation address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Open Source Project(s): \_\_\_\_\_

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

1. Definitions.

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the Company. 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 (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

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

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to the Company and to recipients of software distributed by the Company 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 the Company and to recipients of software distributed by the Company 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 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 Work 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.

4. You represent that You are legally entitled to grant the above license. You represent further that each employee of the Corporation designated on Schedule A below (or in a subsequent written modification to that Schedule) is authorized to submit Contributions on behalf of the Corporation.

5. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others).

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 it to the Company 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 Company when any change is 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 the Company.

9. Neither party may assign this Agreement without the other party's consent which will not be unreasonably withheld; however, each party may assign this Agreement without the other party's consent to an entity or individual that acquires all or substantially all of the business or assets of the assigning party, whether by merger, sale of assets, or otherwise, provided that such entity or individual assumes and agrees in writing to be bound by all of the obligations of the assigning party under this Agreement.

10. The Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of California, without reference to conflicts of laws. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts of the State of California, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. The application of the United Nations Convention on the International Sale of Goods to the Agreement is disclaimed in its entirety. This Agreement is the entire agreement, both written or oral, with respect to the Contributions between the parties. No amendment, modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable. All notices and other communications herein permitted or required under this Agreement will be sent by postage prepaid, via registered or certified mail or overnight courier, return receipt requested, or delivered personally to the parties at their respective addresses, or to such other address as either party will give to the other party in the manner provided herein for giving notice. Notice will be considered given upon receipt.

Please sign: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Corporation: \_\_\_\_\_

## Schedule A

[Initial list of designated employees. Authorization is not tied to particular Contributions.]

## Schedule B

[Identification of optional concurrent software grant. Would be left blank or omitted if there is no concurrent software grant.]