

OpenSFS Contribution Agreement (“Agreement”)

Based on the Apache Foundation agreement <http://www.apache.org/licenses/> (v r190612)

Thank you for your interest in Open Scalable File Systems, Inc. (“OpenSFS”). In order to clarify the intellectual property license granted with Contributions from any person or entity, OpenSFS must have a Contribution Agreement 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 OpenSFS and the users and licensees of the OpenSFS Stack; it does not change your rights to use your own Contributions for any other purpose.

This Agreement allows an entity (the “Corporation”) to submit Contributions to OpenSFS, to authorize Contributions submitted by its designated employees to OpenSFS, and to grant copyright and patent licenses thereto. This Agreement also allows individuals to submit Contributions to OpenSFS, and to grant copyright and patent licenses thereto.

If you have not already done so, please complete and sign, then scan and email a pdf file of this Agreement to contribute@opensfs.org and mail an original signed Agreement to Open Scalable File Systems Inc., ATTN: OpenSFS Contribution Agreements, PO Box 191, Livermore, CA 94551-0191, USA.

Please read this document carefully before signing and keep a copy for your records. If you are a Corporation please use your Corporation’s legal name and address.

Name: _____

Address: _____

Point of Contact: _____
(If Corporation)

E-Mail: _____

Telephone: _____ Fax: _____

You accept and agree to the following terms and conditions for Your present and future Contributions (as defined below). In return, OpenSFS shall not use Your Contributions in a way that is contrary to the public benefit or inconsistent with its nonprofit status and bylaws in effect at the time of the Contribution. Except for the license granted herein to OpenSFS and recipients of the OpenSFS Stack, 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 OpenSFS. 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 OpenSFS for inclusion in, or documentation of, the OpenSFS Stack (as defined below). For the purposes of this definition, “submitted” means any form of electronic, oral, or written communication sent to OpenSFS 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, OpenSFS for the purpose of discussing and improving the OpenSFS Stack, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Contribution.”

“OpenSFS Stack” shall mean all the software (including source, object, and libraries), bug database(s), tools, test scripts, test results, release notes, mail list contents, and all related documentation for development, compilation, or release approved by the OpenSFS Board from time to time in accordance with the OpenSFS bylaws, including all updates, upgrades, improvements, releases, and versions thereof.

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to OpenSFS and to recipients of the OpenSFS Stack 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 OpenSFS and to recipients of the OpenSFS Stack 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 OpenSFS Stack, 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 OpenSFS Stack. 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 OpenSFS Stack, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or the OpenSFS Stack shall terminate as of the date such litigation is filed.

4. You represent that You are legally entitled to grant the above license. If You are a Corporation, 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. If You are an individual, and if Your employer(s) has rights to intellectual property that You create that includes Your Contributions, You represent that You have received permission to make Contributions on behalf of that employer, that Your employer has waived such rights for Your Contributions to OpenSFS, or that Your employer has executed a separate contribution agreement with OpenSFS.
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 Contribution submissions 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 it to OpenSFS 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. You agree to notify OpenSFS of any facts or circumstances of which You become aware that would make these representations inaccurate in any respect. If You are a Corporation, it is Your responsibility to notify OpenSFS 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 OpenSFS.

Please sign: _____ Date: _____

Title: _____

Corporation: _____
(If Individual please indicate by writing "Individual")

Schedule A

Initial list of designated employees (if Corporation). Authorization is not tied to particular Contributions.

Designated Employees:

Schedule B

Identification of Contributions submitted concurrently with this Agreement. Leave blank if there are no Contributions submitted with this Agreement.

Contributions: