

Based on: <http://www.apache.org/licenses/icla.txt>

Typesafe, Inc.

Organization Contributor License Agreement (“Agreement”) V2.0

Thank you for your interest in a Typesafe, 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 the protection of your organization as a Contributor as well as the protection of the Company and its users; it does not change your organization’s rights to use your organization’s own Contributions for any other purpose.

Full name of Organization: _____

Mailing Address: _____

Country: _____

Name of Contact Person: _____

Telephone of Contact Person: _____

Facsimile of Contact Person: _____

E-Mail: _____

You accept and agree to the following terms and conditions on behalf of Your organization for Your present and future Contributions submitted to the Company. In return, the Company 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 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 organization that is either the copyright owner or is authorized by the copyright owner that is making this Agreement with the Company. For an organization that is a legal entity, 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 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) 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 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 agree that all Contributions are and will be given entirely voluntarily. Company will not be required to use, or to refrain from using, any Contributions that You submit. You will not, absent a separate written agreement signed by Company, create any confidentiality obligation of Company, and Company has not undertaken any obligation to treat any Contributions or other information You have given Company or will give Company in the future as confidential or proprietary information. Furthermore, except as otherwise provided in a separate subsequent written agreement between You and Company, Company will be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Contributions as it sees fit, entirely without obligation or restriction of any kind on account of any proprietary or intellectual property rights or otherwise.
5. The individual signing on behalf of You represents that he or she has the authority to bind the organization to this Agreement. You represent that You are legally entitled to grant the above License.
6. 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.

7. 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.
8. 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 aware, and conspicuously marking the work as “Submitted on behalf of a third-party: [named here]”.
9. You agree to notify the Company of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.
10. The validity of the interpretation of this Agreement shall be governed by, and constructed and enforced in accordance with, the laws of the United States of America, applicable to the agreements made there (excluding the conflict of law rules). This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No alteration, waiver, amendment changed or supplement hereto shall be binding more effective unless the same as set forth in writing signed by both parties.

Please sign: _____ Date: _____