



Contributor License Agreement

Version 2

frePPLe bvba
Woluwestraat 17
1930 Zaventem
<http://frepple.com>

Contributor License Agreement

Thank you for your interest in frePPLe (hereinafter referred to as the “Project”). In order to clarify the intellectual property license granted with Contributions (as defined below) from any person or entity, you must read and accept this Contributor License Agreement (hereinafter referred to as the “CLA”).

This CLA provides for the protection of your rights as a Contributor as well as the rights of the Project and its users; it does not change your rights to use your own Contributions for any other purpose.

Any Contribution submitted by you to the Project shall be under the terms and conditions of this CLA, without any additional terms or conditions.

This CLA is a legally binding document that requires a reasonable degree of legal certainty and predictability thus that needs to be read carefully and well understood before signing and submitting it.

You (hereinafter referred to as the “Contributor”) and the Project hereby accept and agree to the following terms and conditions for the Contributions made.

1. Definitions

Contribution – A Contribution is any original work, including any modification or addition to an existing work that has been submitted for inclusion in, or documentation of, any of the products owned or managed by the Project, where such work originates from that particular Contributor or from some entity acting on behalf of that Contributor.

Contributor – Any individual or Legal Entity that voluntarily submits to the Project a Contribution is addressed herein as a "Contributor".

Derivative Work – Derivative Work means any extension, shortening and/or alteration of the Contribution.

Legal Entity – 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.

Project – The open source production planning tool currently offered under the name frePPLe, accessible via <http://www.frepple.com>.

Review-Then-Commit Process – This is a policy allowing the Project and/or its right holders to first review a contribution before they commit and integrate the Contribution into the Project.

Submission – A Contribution is "submitted" when any form of verbal or written communication, either electronically or otherwise, is sent to the Project, 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 or improving software or documentation of the Project. This excludes any form of communication clearly indicated as "Not a Contribution" or a similar expression.

2. Subject of the agreement

2.1 The Contributor is participating in the development of the Project. By virtue of this CLA, the Contributor grants to the Project the rights to his Submitted Contribution as stipulated herein.

3. Contributor Grant of License

The Contributor hereby grants to the Project, and to recipients of software distributed by the Project:

3.1 A perpetual (for the duration of the applicable copyright), non-exclusive, transferable, worldwide, no charge, royalty free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute your Contribution and such Derivative Works; and,

3.2 A perpetual, non-exclusive, transferable, worldwide, 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 your Contribution and Derivative Works thereof, where such license applies only to those patent claims licensable by you that are necessarily infringed by your Contribution alone or by combination of your Contribution with the work to which you submitted the Contribution. Except for the license granted in this section, you reserve all right, title and interest in and to your Contributions. 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.

3.3 The Contributor explicitly waives his moral rights in the Contribution to the fullest extent possible under applicable law. This includes, without limitation, that there is no obligation for the Project or its rightholders to refer to the Contributor's name or pseudonym within the software, including its source and object code.

4. Compensation

Without limiting the generality of the foregoing and for the avoidance of doubt, the Contributor delivers the Contribution and grants the rights and licenses in the Contribution as stipulated in this CLA, free of charge and without any entitlement to royalties for whatever reason and in whatever form, unless agreed otherwise in writings between the Contributor and the Project.

5. Obligations of the licensee

5.1 The Project is under no obligation to accept and include any Submitted Contribution. The Project works on a "Review-Then-Commit Process". For the avoidance of doubt, in case the Project does not accept or include the Contribution, the Contributor is not entitled to any payment of costs, charges, damages or any other compensation in whatever form or for whatever reason.

5.2 In case the Project does not publish the Contribution within reasonable time after the Contributor has submitted the Contribution, all rights and licenses granted will expire automatically.

6. Enforcement of rights

The Contributor authorizes the Project to take any legal action it deems fit against infringements of the Contribution. In such event, there is no obligation for the Project to involve the Contributor in such action.

7. Warranties

7.1 The Contributor represents that he or she is legally entitled to grant the license as stated in clause 3.

7.2 If the employer(s) of the Contributor has rights to intellectual property of the Contribution(s) that the Contributor created, the Contributor represents that he or she has received permission to make the Contribution(s) on behalf of that employer, that the employer has waived such rights for the Contribution(s) to the Project, or that the employer has executed a separate Corporate CLA with the Project.

7.3 The Contributor represents that each of the Contribution is an original creation.

7.4 The Contributor represents that his or her Submitted Contribution includes complete details of any third-party license or other restriction (including, but not limited to, related copyright, patents and trademarks) of which he or she is personally aware and which are associated with any part of the Contribution.

7.5 Should the Contributor wishes to submit work that is not the Contributor's original creation, the Contribution may be submitted to the Project, 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 the Contributor is personally aware. The Contribution must conspicuously be marked as "Submitted on behalf of a third-party: [named here]".

7.6 The Contributor is not expected to provide support for the Contributions, except to the extent he or she desires to do so. He or she may provide support for free, for a fee, or not at all.

7.7 The Contributions are provided on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

7.8 The Contributor agrees to notify the Project of any facts or circumstances of which he or she becomes aware that would make these representations inaccurate in any respect.

8. Choice of law and competent courts

This CLA and all disputes, claims, actions, suits or other proceedings arising out of this CLA or relating in any way to it shall be governed by Belgian law, excluding its private international law provisions.

All disputes arising out of or in connection with this CLA shall be subject to the exclusive jurisdiction of the competent courts in Brussels, Belgium.

9. General provisions

9.1 No amendment to this CLA is valid, unless made in writing and signed by both parties hereto.

9.2 If any provision of this CLA is construed to be or adjudged invalid, void or unenforceable, the remaining provisions will remain in full force. The invalid provision will be modified in such manner as to cause this CLA to be valid and enforceable.

9.3 No failure or delay in exercising any right or remedy under this CLA is deemed to be a waiver of any such right or remedy.

Agreed to and accepted by

Date: _____

Name: _____

Signature: