

CONTRIBUTOR LICENSE AGREEMENT - OPEN CASCADE TECHNOLOGY

Thank You for Your interest in Open CASCADE Technology.

In order to clarify the intellectual property rights and the license granted to OPEN CASCADE SAS with contributions from You, any person or entity, OPEN CASCADE SAS must have this Contributor License Agreement (hereinafter referred to as "CLA") signed by You, indicating Your acceptance and consent to the license terms below. This license is for Your protection as a contributor as well as for the protection of OPEN CASCADE SAS and its users; it does not change Your rights to use Your own contributions for any other purpose.

This CLA applies to any contribution that You make to the product "Open CASCADE Technology" (hereinafter referred to as "OCCT", "the Product") developed by OPEN CASCADE SAS, including all contributions You made prior to signing this CLA and all of Your future contributions submitted to OPEN CASCADE SAS as long as You agree to this CLA, and sets out the intellectual property rights You grant to OPEN CASCADE SAS in the contributed materials. The term "us" shall also mean OPEN CASCADE SAS.

The term "You" shall mean the person or entity identified below, representing the copyright owner or legal entity authorized by the copyright owner that is making this agreement with OPEN CASCADE SAS. 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, either direct or indirect, to exert influence on the direction or management of such entity, whether by contract or otherwise, or (ii) the ownership of fifty percent (50%) or more of the outstanding shares, or (iii) the beneficial ownership of such entity.

Read this CLA carefully before signing and keep a copy for Your records. This CLA, its terms and conditions, constitute a binding legal agreement.

If You agree to be bound by the terms of this CLA, please complete and sign this CLA where indicated below, then scan and submit the scanned copy as a PDF file to OPEN CASCADE SAS via Your user account section on Web portal <dev.opencascade.org>.

Alternatively, You may send the signed CLA to OPEN CASCADE SAS by facsimile at <Number available by request> or in hard copy to the attention of DANIEL BRUNIER-COULIN at OPEN CASCADE SAS headquarters using the contact information provided in section Contact Us of <www.opencascade.com>.

1. The term "contribution" or "contributed materials" means any source code, object code, patch, tool, sample, graphic, specification, manual, documentation, any original work of authorship, including any modifications or additions to an existing work or any other material intentionally posted or submitted by You to us. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to OPEN CASCADE SAS 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, OPEN CASCADE SAS for the purpose of, but not limited to, discussing and improving a work or possible integration to future certified releases of OCCT, but excluding communication that is conspicuously marked or otherwise designated in writing by You or OPEN CASCADE SAS as "Not A Contribution" or "NAC".

2. With respect to any worldwide copyrights, or copyright applications and registrations, in Your contribution:

- a) You hereby assign to OPEN CASCADE SAS joint ownership, and to the extent that such assignment is or becomes invalid, ineffective or unenforceable, You hereby grant to OPEN CASCADE SAS a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to exercise all rights under the intellectual property law and rules in force or under the copyright if chosen by OPEN CASCADE SAS. This includes, at the option of OPEN CASCADE SAS, the right to sublicense these same rights to third parties through multiple levels of sub-licensees or other licensing arrangements;
- b) You agree that OPEN CASCADE SAS can do all things in relation to Your contribution as if OPEN CASCADE SAS were its sole owner, and if OPEN CASCADE SAS makes a derivative work of Your contribution, OPEN CASCADE SAS will be the sole owner of that derivative work;
- c) You agree that You will not assert any moral rights in Your contribution against OPEN CASCADE SAS, our licensees or transferees;
- d) You agree that OPEN CASCADE SAS may register a copyright or any other intellectual property law in force in Your contribution and exercise all ownership rights associated with it; and
- e) You agree that OPEN CASCADE SAS has no duty to consult with, obtain the consent of, pay or render an accounting to You or any third parties for any use or distribution of Your contribution.

3. With respect to any patents You own, or that You can license without payment to any third party, You hereby grant to OPEN CASCADE SAS a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to:

- a) make, have made, use, sell, offer to sell, import, and otherwise transfer Your contribution in whole or in part, alone or in combination with or included in any product, work or materials arising out of the Product which Your contribution was submitted for;

- b) sublicense these same rights to third parties through multiple levels of sub-licensees or other licensing arrangements; and
- c) reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your contributions and such derivative works.

4. Except as set out above, You keep all right, title, and interest in Your contribution. The rights that You grant to OPEN CASCADE SAS under these terms are effective on the date You first submitted a contribution to OPEN CASCADE SAS, even if Your submission took place before the date You sign these terms. Any contribution OPEN CASCADE SAS makes available under any license will also be made available under the Open Cascade Technology Public License (OCCTPL) or a suitable FSF (Free Software Foundation) or OSI (Open Source Initiative) approved license, if adopted by OPEN CASCADE SAS.

5. You covenant, represent and warrant that:

- a) each contribution that You submit is and shall be an original work of authorship and that You can legally grant the rights set out in this CLA; and
- b) each contribution will not violate any third party's copyrights, trademarks, patents, or other intellectual property rights; and
- c) 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 CLA for that contribution or work shall terminate as of the date such litigation is filled; and
- d) You have received permission to make contributions on behalf of the employer, that Your employer has waived such rights for Your contributions to OPEN CASCADE SAS, or that Your employer (that has rights to intellectual property that You create that includes Your contributions) has executed a separate corporate CLA with OPEN CASCADE SAS.

6. Should You wish to submit work that is not Your original creation, You may submit it to OPEN CASCADE SAS 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), and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".

7. You agree to notify OPEN CASCADE SAS if You become aware of any circumstance which would make any of the foregoing representations inaccurate in any respect. OPEN CASCADE SAS may publicly disclose Your contribution to the Product and the fact that You have signed this CLA.

8. You are not expected to provide support for Your contributions, except to the extent You desire to provide support.

9. This CLA is governed by the laws of France or an applicable law at the sole written choice of OPEN CASCADE SAS.

10. You may stop to be bound by the terms of this CLA at any time, for any reason, by asking OPEN CASCADE through the Contact Us form of <dev.opencascade.org>. Even after its termination, this CLA still applies to all contributions You made prior to terminating the CLA. On the other hand, if You want to contribute again, You'll need to sign a new CLA.

11. Please place an "X" on one of the applicable statements below. Please do NOT mark both statements:

- I am signing on behalf of myself as an individual and no other person or entity, including my employer, has or will have rights with respect to my contributions.
- I am signing on behalf of my employer or a legal entity and I have the actual authority to contractually bind that entity.

Full name: _____

(Optional) Public or Company name: _____

Title / Role / Function: _____

Mailing Address: _____

Country: _____

Telephone + Fax: _____

E-Mail: _____

In one original, on the [Date]

Signature (and stamp if available) of You

Signature and stamp of OPEN CASCADE SAS