



CONTRIBUTION AGREEMENT

Thank you for your interest in the open source software projects (collectively, the “**Project**”) maintained or managed by Alfresco Software, Ltd. (“us” or “**Alfresco**”). The purpose of this Contribution Agreement (“**Agreement**”) is to define the intellectual property license granted by persons or entities that contribute code to us for the Project (“**Contributions**” and further defined below). If the Contribution is made on behalf of a company, the term “you” as used in this Agreement will mean the individual accepting this Agreement as well as the company employing such individual.

You hereby agree to the following terms and conditions:

1. Contributions:

- The term “**Contribution**” means any source code, object code, patch, tool, sample, graphic, specification, manual, documentation, or any other material posted or submitted by you to a Project.
- A Contribution is “**submitted**” when any form of electronic, verbal, or written communication 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.
- Communication that is conspicuously marked or designated in writing by you as “Not a Contribution” will not be considered a Contribution.
- Any Contribution submitted by you to the Project will be under the terms and conditions of this Agreement without any additional terms or conditions unless you explicitly state otherwise in the submission.

2. Grant of License: You hereby grant Alfresco, on behalf of the Project, and to recipients of software distributed by Alfresco:

- a perpetual, irrevocable, non-exclusive, worldwide, fully paid-up, royalty-free, unrestricted license to exercise all rights (including sublicensing) under all worldwide copyrights, copyright applications and registrations in the Contribution; and
- a perpetual, irrevocable, non-exclusive, worldwide, full paid-up, royalty-free 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 Project to which you submitted the Contribution.

3. Ownership:

- Except as set out above, you keep all right, title and interest in your Contribution.
- You represent that you are legally entitled to grant the above licenses. If your employer(s) has rights to intellectual property that you create that includes your Contribution, 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 the Project, or that your employer has executed a separate Contribution Agreement with us.
- You represent that your Contribution is an original work by you, and to your knowledge, no other person claims, or has the right to claim, any right whatsoever in the Contribution.
- You represent that your Contribution includes complete details of any third party license or other restriction (including, but not limited to, related copyright, patents and trademarks) of which you are personally aware and which are associated with any part of your Contribution.

4. Notice and Inclusion:

- You agree to notify us of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.
- The Project is under no obligation to accept and include every Contribution.

5. Effective Date: The rights that you grant to us under these terms are effective on the date you first submit a Contribution to us, even if your submission took place before the date you accept these terms.

Your signature: _____
Your name: _____
Your employer: _____
Date: _____