

JModelica Contributor License Agreement version 1.0

This is the current version 1.0 of the JModelica Contributor License Agreement, as of 2 June 2008.

Summary

JModelica is an open source project maintained and owned by Modelon AB. The JModelica Contributor License Agreement (CLA) means, in simple terms, that:

- You assign and transfer the copyright of your JModelica contribution to the Project owner to the extent permitted by applicable law. In return you receive back a broad license to re-use and distribute your contribution.
- You grant a patent license to the Project owner and the JModelica users, in the event that you own a patent that covers your contribution.
- You represent that you coded and own the contribution, and are legally entitled to grant the assignment and license.
- You may provide support for free, for a fee, or not at all. The Project owner has no obligation to accept or use your contribution.

If the we accept and maintain your contribution, and it is deemed of material value to the Project, your benefit is that we relieve you of the burden of maintaining your contribution and will provide you attribution in the GA release notes unless you ask not to be mentioned. You also may select two of the following items: a JModelica shirt, a €100 rebate to a workshop or training class, or a €100 donation to the Modelica Association by Modelon AB.

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Contributor License Agreement

Thank you for your interest in participating as a contributor to the JModelica development project (the "Project"). The Project consists of individual development projects for JModelica products, including but not limited to the JModelica framework and tools such as compiler frontend, Optimica backend, simulation backend, post-processing and visualization tools, and API:s which may be made available by Modelon under free and/or commercial licenses and subscriptions.

In order to conclusively and clearly set out the responsibilities and obligations associated with Contributions (as defined below), Modelon AB ("Modelon"), the Project owner, has each Contributor enter into this Contributor License Agreement (the "Agreement") and agree to the terms below.

You and Modelon hereby accept and agree to the following terms and conditions:

1. Contributors and Contributions

1.1 Any individual or legal entity that voluntarily submits to the Project a Contribution is addressed herein as "Contributor" or "You". A "Quality Contributor" is an individual or legal entity that makes Contributions relating to bug reports, bug fixes, test cases and other quality attributes of the Project's existing software. 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

(a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or

(b) ownership of fifty percent (50%) or more of the outstanding shares, or

(c) beneficial ownership of such entity.

1.2 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.

1.3 A Contribution is "submitted" when any form of electronic, verbal, or written communication or documentation sent to the Project (including but not limited to communication via email to community-contributions@jmodelica.org or to individual developers @jmodelica.org) that includes a reference of your intent to make a contribution to the Project.

1.4 Any Contribution submitted by You to the Project shall be under the terms and conditions of this Agreement, without any additional terms or conditions. In the event Modelon should request that You execute this Agreement in written form with a personal signature, or execute a form of assignment or other documents necessary to complete a copyright registration filing, You agree to do so promptly and without additional consideration.

2. Contributor Grants

For the benefit of Modelon:

2.1 You hereby irrevocably assign, transfer, and convey to Modelon all right, title and interest in and to the Contribution. Such assignment includes all copyrights, copyright applications, and copyright registrations, and all other intellectual property or proprietary rights other than patents relating to the Contribution, together with all causes of actions accrued in your favor for infringement thereof, recognized in any jurisdiction, whether or not perfected ("Proprietary Rights"). Without limiting the generality of the foregoing, Modelon shall have the right to use or not use the Contribution and to use, sell, register, distribute, license, reproduce, re-use, alter, modify, edit, change, or otherwise commercialize the Contribution as it sees fit, in any manner now known or in the future discovered, and for any purpose. To the extent that under any applicable mandatory law, Proprietary Rights cannot be assigned, You

irrevocably agree to grant, and You hereby grant, to Modelon an exclusive, perpetual, irrevocable, unlimited, worldwide, fully paid, and unconditional license to use and commercialize Proprietary Right to the Contribution in any manner now known or in the future discovered. To the extent such license grant is not fully valid, effective or enforceable under mandatory law, You irrevocably agree to grant, and You hereby grant, to Modelon, such rights as Modelon reasonably requests in order to acquire a legal position as close as possible to full and exclusive legal ownership.

2.2 You hereby grant to Modelon and to and to any and all individuals and entities who obtain, access, use, or distribute any Modelon product a perpetual, non-exclusive, worldwide, fully paid-up, royalty free, irrevocable (except as set forth below with respect to litigation) license to any patent rights to make, have made, use, offer to sell, sell, import, and otherwise exploit or transfer your Contribution or prepare 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 other work of the Project. The patent license granted in this Section shall immediately terminate with respect to any party that institutes patent litigation against You or Modelon (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Project work to which You have contributed, constitutes direct or contributory patent infringement.

2.3 Upon making the assignment and grants set forth in Section 2.1, You shall receive from Modelon a non-exclusive, worldwide, fully paid-up, royalty-free, irrevocable license to make, have made, use, reproduce, distribute, sub-license, modify and prepare derivative works based on your Contribution.

2.4. In case that under mandatory law, You retain any moral rights or other inalienable rights to Contributions, You agree not to exercise such rights, until You have provided prior written notice to Modelon and then only in accordance with any reasonable instructions that Modelon issues in the interest of protecting its rights and the rights of its users and customers.

2.5 In order to ensure that Modelon will be able to acquire, perfect and use its Proprietary Rights under Section 2.1 and its patent license under Section 2.2, You will: (i) sign any documents to assist Modelon in the documentation, perfection and enforcement of its rights, and (ii) provide Modelon with support and reasonable access to information for recording, perfecting, securing, defending, and enforcing its rights. You also irrevocably authorize Modelon to act and sign on your behalf and take any necessary steps in order to perfect Modelon's rights under this Agreement.

3. Identification of Contributors

3.1 Upon general availability release of a Modelon product that includes your Contribution, Modelon shall identify You by name in the acknowledgements section of the code notes. Modelon's sole liability and your sole remedy for breach of this Section is for Modelon to correct the attribution in the next release following the date on which the breach was brought to Modelon's attention. Any Contributor who does not want to be identified as a Contributor must notify Modelon of that by means of an email to community-contributions@jmodelica.org.

3.2 Upon confirmation of Modelon's acceptance of your first Contribution, You may identify yourself as a JModelica Contributor by means of a logo provided by Modelon, and at that time shall be granted a non-exclusive, non-transferable and fully revocable license to use and display the "JModelica CONTRIBUTOR" logo. Any use of the "JModelica CONTRIBUTOR" logo must be in accordance with the Project's then-current trademark and logo usage guidelines, available at <http://www.jmodelica.org>. You acknowledge and agree that Modelon owns the "JModelica CONTRIBUTOR" logo and that any and all goodwill arising from your use of the "JModelica CONTRIBUTOR" logo hereunder inures solely to the benefit of Modelon. Modelon reserves the right to terminate any Contributor's right to identification as a JModelica Contributor and the use of any "JModelica CONTRIBUTOR" logo upon notice.

4. Contributor Representations

With acknowledgement and agreement that Modelon and users of its products will invest significant resources in product development, application development, marketing, and other cost-intensive undertakings in reliance upon your representations in this Agreement, You represent and warrant that:

4.1 You are legally entitled to grant the above assignment and license.

4.2 If your employer(s) has rights to intellectual property that You create that includes your Contributions, 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 CLA with Modelon.

4.3 Each of your Contributions is your original creation. You represent that any Contribution submission(s) You make shall include full disclosure and complete details of any third-party license or other restriction (including, but not limited to, related copyright, patents and trademarks) which are associated with any part of your Contribution.

4.4 To the best of your knowledge, no government license or permission is required for the export, import, transfer or use of the Contribution.

4.5 No claim or dispute has been alleged, threatened, made or filed in connection with the ownership, use or distribution of your Contribution.

4.6 Entering into this Agreement and submitting a Contribution does not violate, breach or constitute a default under any other agreement to which You or your employer is a party, does not require any consent, approval or waiver from or notice to any third party, and does not violate any law or regulation.

5. Contributor's Ongoing Obligation

You agree to notify the Project promptly of any facts or circumstances of which You become aware that would make the representations and warranties in Section 4 inaccurate or untrue in any respect.

6. Disclaimer of Warranties

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 4, NEITHER YOU NOR MODELON MAKE ANY WARRANTIES OF ANY KIND TO THE OTHER PARTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF A CONTRIBUTION'S MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Support for Contributions

You are not expected or obligated to provide technical support for your Contributions, except to the extent You desire to provide such support. You may provide technical support for free, for a fee, or not at all. If You decide to provide technical support for a fee, Modelon shall have no obligation to pay any such fee unless the terms of such support (including applicable fees) are set forth in a separate written agreement signed by an authorized representative of Modelon.

8. Acceptance and Compensation

8.1 The Project is under no obligation to accept any Contribution or include any Contribution in any Project software or documentation.

8.2 The compensation for Quality Contributors (ie bug reports, test cases, bug patches) shall be defined in the Quality Contributor Program pages at <http://www.jmodelica.org>, which Modelon reserves the right to change from time to time effective upon updating such web page. The compensation you receive for a Contribution given pursuant to the Quality Contributor Program will be determined based upon the compensation in effect on the date your Contribution was received.

8.3 For any Contribution from You that Modelon accepts and, in its reasonable discretion, decides is of material value to the Project (i.e. feature contributions that significantly extend or improve the functionality of Project software), Modelon, or its community of users, You shall have the right to receive as consideration for your Contribution any two of the following items:

(a) a discount of €100 off the applicable fee for attending a JModelica training class or user conference sponsored by Modelon

(b) a JModelica branded shirt

(c) a donation of €100 to the Modelica Association.

8.4 Do not submit a Contribution if the compensation set forth in this Agreement is not acceptable to you. Instead contact Modelon at community-contributions@jmodelica.org with a complete description of the contribution you are prepared to make and a summary of the business terms on which the contribution could be made. From time to time Modelon will

make extraordinary compensation available for a Contribution that provides extraordinary benefit to the Project.

8.5 For a conclusive determination of whether your Contribution gives rise to a right to such consideration You may contact the Project at: community-contributions@jmodelica.org.
YOU ACKNOWLEDGE AND AGREE THAT THE CONSIDERATION YOU ELECT TO RECEIVE PURSUANT TO THIS SECTION 8 IS THE SOLE AND EXCLUSIVE COMPENSATION YOU WILL EVER RECEIVE IN CONNECTION WITH YOUR CONTRIBUTION AND YOUR OBLIGATIONS AND RESPONSIBILITIES UNDER THIS AGREEMENT.

9. Future Claims

At no time hereafter shall You dispute, contest, or aid or assist others in disputing or contesting, either directly or indirectly, Modelon's exclusive right, title, and interest in any and all Contributions, including (but not limited to) any and all copyright and other intellectual property rights therein claimed by Modelon.

10. Miscellaneous

This Agreement contains the entire agreement between the parties, and supersedes all prior or contemporaneous agreements or understanding, whether written or oral, relating to its subject matter. The terms of this Agreement are binding contractual obligations and not mere guidelines or recitals. The "License Summary" made available in conjunction with this Agreement is provided for informational purposes only, and in the event of a conflict between the License Summary and the terms of this Agreement, the terms of this Agreement shall prevail.

This Agreement may be terminated by either party upon written notice to the other party, provided that the terms of this Agreement shall remain in full force and effect with respect to any Contribution submitted prior to the termination date of this Agreement. This Agreement may be amended or modified only in a writing executed by both parties. If any provision of this Agreement shall be deemed invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected and such provision shall be deemed modified only to the extent necessary to make such provision consistent with applicable law. This Agreement shall be governed by and interpreted in accordance with the laws of Sweden (without regard to its principles of conflicts of law). You agree that the terms and conditions of this Agreement are reasonable and necessary for protection of Modelon's interest in the Project and the assigned Contributions, and that irreparable injury will result to Modelon if You breach any term or condition herein. You agree that Modelon may take any necessary action to compel specific performance or enjoin any violation of this Agreement before any court of competent jurisdiction. Modelon, as used herein, shall mean Modelon AB, as well as its successors and assigns.

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