

Chronicle Software Individual Contributor License Agreement

By accepting this contributor license agreement, You understand and agree that this project and contributions to it are public and that a record of each contribution (including any personal information submitted as part of it, including the given name of the contributor) will be maintained indefinitely as part of the projects documentation.

In order to clarify the intellectual property rights in the various software products owned and operated by Chronicle Ltd and OpenHFT ("Chronicle") this Contributor License Agreement ("Agreement") sets out the terms on which Your Contributions will be managed.

By submitting any Contribution You accept and agree to the following terms and conditions for all Contributions submitted to Chronicle. Except for the license granted herein to Chronicle and recipients of any software that may be distributed by Chronicle, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions.

"You" (or "Your") shall mean the copyright owner, or legal entity authorized by the copyright owner, that is making this Agreement with Chronicle. 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. Where You accept this Agreement as a legal entity, You and the entities which You control, are controlled by, or share common control with are the "Organisation".

"Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to Chronicle for inclusion in, or in the documentation of, any of the products owned or managed by Chronicle (the "Work"). For the purposes of this definition, "submitted" means transferred, delivered or provided to Chronicle by way of any form of electronic, verbal, or written communication sent to Chronicle 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, Chronicle 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."

"Work" shall have the meaning set out in "Contribution" above.

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to Chronicle and to recipients of software distributed by Chronicle a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable license to use, reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and any such derivative works. This licence shall apply to all copyright inherent in Your Contributions, as well as to any other analogous, equivalent or associated intellectual property rights inherent therein.
3. Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to Chronicle and to recipients of software distributed by Chronicle 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. All Contributions. For the avoidance of doubt, the various licences granted by Paragraphs 2 and 3 of this Agreement shall apply in respect of all Contributions which You may make or may have previously made to any Work. By accepting this Agreement's terms You are granting the licenses described above in respect of all Contributions which You provide or have previously provided.
5. Corporate Licensors. Where the entity accepting this Agreement is a corporate entity (such as a registered company, corporation, or partnership) then the terms of this Agreement shall apply to Contributions made by it and by its Organisation. Specifically, any Contributions made by any individual in their capacity as a representative of the Organisation, purporting to act on the Organisation's behalf, or otherwise acting at the instruction or behest of the Organisation, shall be deemed to be made on the Organisation's behalf subject to the terms of this Agreement. By accepting the terms of this Agreement as a corporate entity You warrant that You are entitled to grant the relevant rights in all such Contributions and that all individuals employed or similarly contracted by You or Your Organisation have, or will have, validly assigned or licensed the necessary rights to You in order to enable your grant of the rights described above to Chronicle.
6. You represent that You are legally entitled to grant the above license. If Your employer(s) has rights to intellectual property that You create that includes Your Contributions, 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.
7. You represent that each of Your Contributions is Your original creation (see section 9 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.

8. 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.
9. Should You wish to submit work that is not Your original creation, You may submit it to Chronicle 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 personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".