

Atos worldline Contributor License Agreement "AWL CLA"

Thank you for your interest in contributing Atos worldline Redcurrant solutions cloud. This Contributor License Agreement is made between you ("You") and Atos worldline.

This optional license is for your protection as a Contributor as well as the protection of Atos worldline and its users; it does not change your rights to use your own contributions for any other purpose

By certifying that you have all intellectual property rights necessary for the contribution, you permit Atos worldline to secure the legal aspects of the Project. By this way, Atos worldline is stronger to defend the Project in case of counterfeiting allegations from a third party whose action could endanger the continuity of the Project.

If you have not already done so, please complete and sign, then scan and email a pdf file of this Agreement to cla@redcurrant.io

Full name: _____
Mailing Address: _____

Country: _____
E-Mail: _____
Github Account: _____

Please read this document carefully before signing and keep a copy for your records. You accept and agree to the following terms and conditions for Your present and future Contributions submitted to Atos worldline. This agreement takes effect from the date of its signature or of its acceptance by You by any appropriated mean.

1. Definitions.

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with Atos worldline. 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

"Contribution" shall mean any original work of authorship consisting in source code, including any modifications or additions to an existing work, that is intentionally submitted by You to Atos worldline for inclusion in any of the products owned or managed by Atos worldline (the "work") an notably the Project. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Atos worldline 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, Atos worldline 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."

2. Object.

We respect the intellectual property rights of others and we need to be able to respond to any objections by intellectual property owners. This means that:

(a) Your Contribution in Project should not infringe the intellectual property rights of anyone else. If you contribute, You are indicating that, as far as You know, You have the right to authorize Atos Worldline to exploit the Contribution under the terms and conditions this License. If You do not have that right, You risk having Your contribution deleted (see below)

(b) Please note that Atos worldline does not have to include Contribution, and may remove Your Contributions from the Project at any time. For example, if we suspect that any contributed source code is incompatible, (in the sense that we could not continue to lawfully distribute it), with whichever license or licenses we are then using, then we may delete it

Atos worldline Contributor License Agreement "AWL CLA"

3. Rights Granted on Contributions

Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to Atos worldline and to recipients of software distributed by Atos worldline for the legal period of protection by the French law, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to use, load, execute, host, store, reproduce, modify, translate, correct, adapt, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute or convey Your Contributions and such derivative works

All rights here above granted are not limited by any form or any support

These rights explicitly include commercial use, and do not exclude any field of endeavor. These rights include, without limitation, the right to distribute and sub-license the work through multiple tiers of sub-licensees and to sue for any copyright violation directly connected with Atos worldline rights under these terms. To the extent allowable under applicable local laws and copyright conventions, You also waive and/or agree not to assert against Atos Worldline or its licensees any moral rights that You may have on Your Contribution

Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to Atos worldline and to recipients of software distributed by Atos worldline 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.

4. Warranty and Liability

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 to Atos worldline, or that your employer has executed a separate Corporate CLA with Atos worldline

You represent that each of Your Contributions is Your original creation. You certify that:

You created the Contribution in whole or in part and You have the right to submit it under the GNU Affero General Public License; or

(b) Your Contribution is based upon previous work that, to the best of your knowledge, is covered under an appropriate free / libre open source license and you have the right under that license to submit that work with modifications, whether created in whole or in part by You, under the same free / libre open source license (unless you are permitted to submit under a different license), as indicated in the file; or

(c) The Contribution was provided directly to You by some other person who certified (a), (b) or (c) and You have not modified it; or

Where necessary, Your Contributions submissions shall include complete details of any third-party license or other restrictions (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

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

Should You wish to submit work that is not Your original creation, You may submit it to the Atos worldline 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]"

You agree to notify Atos worldline of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect

Atos worldline Contributor License Agreement "AWL CLA"

5. Miscellaneous

This Agreement shall be governed by French law without regard to principles of conflict of law. You agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Agreement. In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement. This is the entire agreement between You and Atos worldline which supersedes any prior agreement, whether written, oral or other, relating to the subject matter of this agreement excepted the acceptance of the terms of the GNU Affero General Public License by You

Please sign and identify your company: _____

Date: _____