

Blue Gene Contributor License Agreements

The Blue Gene® Community Software Grant and Corporate Contributor License Agreement ("Agreement")

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This version of the Agreement allows an entity (the "Corporation") to submit Contributions to the Blue Gene Community, to authorize Contributions submitted by its designated employees to the Blue Gene Community, and to grant copyright and patent licenses thereto.

If you have not already done so, please complete and either:

- send an original signed Agreement to Blue Gene Community, c/o Jeff Scheel, 3605 Hwy 52 North, 030-2 A408, Rochester, MN 55901 U.S.A.
- send a scanned copy via email to scheel@us.ibm.com or
- send it by facsimile to the Blue Gene Community at +1-507-253-6410.

Please read this document carefully before signing and keep a copy for your records.

Corporation name: _____

Corporation address: _____

Point of Contact: _____

E-Mail: _____

Telephone: _____ Fax: _____

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4. You represent that You are legally entitled to grant the above license. You represent further that each employee of the Corporation designated on Schedule A below (or in a subsequent written modification to that Schedule) is authorized to submit Contributions on behalf of the Corporation.

5. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others).

6. 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.

7. Should You wish to submit work that is not Your original creation, You may submit it to the Blue Gene Community 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]".

8. It is Your responsibility to notify the Blue Gene Community when any change is required to the list of designated employees authorized to submit Contributions on behalf of the Corporation, or to the Corporation's Point of Contact with the Blue Gene Community.

9. You agree that your signature, as received by facsimile or e-mail, will constitute an "original" signature of this Agreement.

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Please sign: _____ Date: _____

Title: _____

Corporation: _____

Schedule A

[Initial list of designated employees who can make contributions. Authorization is not tied to particular contributions.]