

Linagora Contributor Framework Agreement (LCFA)

Preamble

LINAGORA is a french software publisher, who offers many software products under Free and Open Source licenses. Based upon Intellectual Property (IP) law and copyright mechanisms, these licenses allow any beneficiary to use, copy, modify, adapt, and redistribute our software products, provided they comply with their terms and conditions.

This LCFA aims at clarifying the relationships between Linagora and the Contributor, notably the conditions under which the Contributor transfers ownership of Intellectual Property (IP) rights over Contributions he commits to Projects supported by Linagora.

These Contributions, being Code or any other kind of work, have to comply with the criteria presented hereafter, for their legally secure inclusion in Linagora Projects.

Status of Contributor, allowing one to commit its Contributions to Linagora Projects, depends on the acceptance by the Contributor of the terms and conditions of the present LCFA. In the case of Contributions created by an employee or agent of an entity (such as a company) over the course of his work, the entity will have to accept and sign the present LCFA and will be considered as the Contributor.

Unconditional acceptance of the LCFA is the necessary condition to the inclusion of Contributions in Linagora Projects. These Contributions will thereafter be part of the immaterial assets of Linagora, notably allowing Linagora to defend the Projects (by initiating proceedings in case of FOSS licences violations), ensure the evolution of the Projects (notably evolution of the applicable FOSS licence), as well as to provide additional warranties to our Clients.

Acceptance of Contributions by a Contributor do not imply their automatic inclusion in a Project, such inclusion remaining at Linagora's sole discretion.

Between :

LINAGORA, a Limited Company (société anonyme), with capital of € 2 257 140, whose registered office is located 74-80 rue Roque de Fillol, 92800 Puteaux, registered with the Registry of Trade and Companies of Paris under number B 431 473 669, represented by Alexandre Zapolsky in his capacity as CEO,

Hereafter designated « **Linagora** »,

On the one hand,

And:

First and last names _____
Administrative information _____

Address _____

Representative & quality _____

Hereafter designated « **Contributor** »,

On the other hand,

Together designated « **the Parties** ».

THE PARTIES AGREE ON THE FOLLOWING :

Article 1 – Definitions

1.1 According to the present document, the following expressions are defined as such :

- « **LCFA** », the present agreement between Linagora and Contributor.
- « **Contributor** », means either YOU, or YOUR employer if the Contribution has been developed in the course of YOUR work

as an employee of said employer. In the latter case, it is mandatory, upon contributing the code, to also provide confirmation that employer has not already transferred nor assigned copyright for the Contribution, as well as information about the employer's policy on contributing to open source projects, including the name of the supervisor to contact in connection with such contributions.

- « **Contributions** », any and all software development, graphical, audio, video, text, multimedia and any other IP & copyright protected work which has been designed and created by the Contributor (including modifications, adaptations, translations brought to Projects as well as any work related thereto, plug-ins, add-ons, connectors, etc). They are made of all Contributions made available to Linagora by the Contributor on the day of signature of the present document, as well as any and all Contributions later made available to Linagora by the Contributor in compliance with the present LCFA.

- « **Code** », source and object code of a Contribution.

- « **Source Code** », preferred form for modifying and adapting a Contribution.

- « **Documentation** », any information (notably comments & scripts) allowing a skilled person to perfectly, easily, and sufficiently understand the Code and notably Source Code of a Contribution, in order for Linagora to to study, use, reuse, modify it in accordance with the aims define in the present LCFA.

- « **Free Software** » (or Open Source software, or FOSS), software which code is: 1) published and available for use, copying, modification, and redistribution by any person possessing the software, and 2) subject to an Open Source license.

- « **Open Source License** » non-lucrative non-exclusive copyright agreement which grants to a beneficiary, in compliance with the terms of the agreement, the worldwide right to copy, modify, and distribute the Contribution and its Source Code. Open Source Initiative-certified licences, published as such on the OSI website (<http://www.opensource.org>) are deemed compliant with the present definition.

- « **Availability provision** », or « **Providing availability** », any act by the Contributor involving the direct or indirect transmission, sending, or making available of a Contribution to a Project. Are notably considered as providing Availability : any Contribution transmission and/or commit through a Project tool (forge, mailing-list, forum, BBS, newsgroup, etc.); any sending of a Contribution to Linagora or one of its employees; any publishing of a Contribution which expressly refers to its inclusion in one of the Projects.

- « **Project** », software mainly or completely developed by Linagora. They are identified as such on the Website.

- « **Website** », designates Linagora community website, project website or development forge.

Article 2 – Purpose

2.1 The present LCFA aims at defining the terms and conditions under which:

- Contributor provides Availability of his Contributions to Linagora;
- Contributor transfers his intellectual property rights over his Contributions to Linagora;
- Linagora accepts this transfer under the conditions herein.

Article 3 – Providing availability of a Contribution

3.1 In order to ease their integration in preexisting code, Contributor commits, when providing Availability of a Contribution to Linagora, to also provide the corresponding Source code, in compliance with the Project policy.

3.2 Each provision of Availability by the Contributor for a Contribution he created is deemed a confirmation of the Contributor's acceptance of the present LCFA.

3.3 If integration of his Contribution in the Project presents difficulties, Contributor allows Linagora to contact and ask him to provide, within a reasonable timeframe, the Documentation corresponding to his Contribution.

Article 4 – IP & copyright

4.1 Contributor transfers for free to Linagora copyright ownership for all Contributions that he has made Available. Linagora is exclusive beneficiary of this intellectual property ownership transfer.

4.2 The transferred copyright ownership notably involves the transference to Linagora of the rights to use, copy, reproduce, put into circulation, distribute and publish, sell directly or indirectly, rent, loan, perform, represent, present to the public through any means, notably networks or other telecommunication media (Internet, cable, satellite, any mobile or fixed communication device), include in any database, exploit by any means currently known or unknown, transform, arrange, adapt for all exploitations described in the present clause, as well as any secondary or derived rights, in any language and any versions, in whole or in part, on any medium, whether press (magazine, newspapers, book publishing, etc.) or digital (CD, CD-ROM, CDI, CDV, DVD, Blu-Ray) or any other data storage device currently known or unknown, in any format and through any process currently known or unknown.

4.3 Transferred rights also include the rights to make a permanent or temporary copy (including loading, display, execution, storage), to translate, to arrange, to modify, to market for free or for value (including loaning) through any processes, and to correct any and all software developments made Available, whether included in and/or related to the Contributions, or not.

4.4 This ownership transfer is valid worldwide and for the whole duration of legal copyright protection of the Contribution, pursuant both to french and foreign rules and regulations, as well as current or future international treaties, including any extensions to this duration.

4.5 In accordance with the provisions of the applicable Open Source License, Linagora commits to indicating the Contributor's name when exploiting the Contributions, in a manner compliant with accepted business practices.

4.6 Contributor however acknowledges that there might be specific cases where indicating the Contributor's name is not possible, notably due to the provisions of some Open Source Licenses. Contributor therefore grants Linagora permission, in these specific cases, not to mention the Contributor's name when Linagora or any third party of its choice exploits the Contribution and/or Project.

4.7 Regardless of the case, a list of Contributors to Linagora Projects will be kept up on Linagora's Website for each relevant project.

Article 5 – Warranties

5.1 Upon providing a Contribution and its corresponding Code to Linagora, Contributor warrants:

- being the rightful copyright owner of the Contribution, for all rights transferred to Linagora pursuant to the present LCFA;
- that there has not been nor will be any breach of a commitment or agreement which might cause the rights transferred to Linagora pursuant to the present LCFA to be challenged by a third party;

- that no other person and/or entity needs mentioning for exploiting the Contribution;
- full ownership by Linagora of any and all property rights on the Contributions and Code, and warrants Linagora against any opposition or claim regarding the exercise of these rights, whether such claims originate from the Contributor or any third-party;
- Linagora against any judicial proceedings by a third-party claiming rights on the Contributions and/or Code in part or in whole, or on their exploitation by Linagora ;
- that no litigation or proceedings which might challenge Linagora rights over the Contributions and/or Code is currently pending or in progress.

Article 6 – Miscellaneous

6.1 When Contributor creates the Contributions in the framework of an employment contract, Contributor commits to obtain permission from his employer to sign the present LCFA, and also gives an undertaking to ensure that his employer will comply with the LCFA (notably concerning the warranties).

6.2 The present LCFA becomes enforceable only upon execution by both Parties. Contributor executes the agreement by sending two signed copies to Linagora, by using one of the methods indicated on the Website. Linagora executes the LCFA by sending back one signed copy to the Contributor.

6.3 Should one or several provisions of the present be deemed invalid or declared void pursuant to applicable rules, regulations or to an enforceable court decision, any other provisions will remain fully in force. The Parties agree to replace invalid or void provisions with new ones which will be as faithful as possible to the intent of the former provisions.

6.4 The LCFA is an indefinite sequential performance contract, which governs any and all provisions of Contributions for integration into a Linagora Project, until either Party expressly decides to terminate it. Such termination needs to be notified in writing to the other Party and will be effective upon reception. In case of termination, Linagora will retain ownership of the transferred copyright for the Contributions already made Available.

Article 7 – Applicable law and jurisdiction

7.1 Disagreement on the interpretation and/or performance of the present LCFA will be submitted to an alternate means of dispute resolution before any judicial proceedings.

7.2 Parties commit to discuss in good faith and to do their best efforts in order to achieve a resolution of their dispute. In the event no resolution can be found, jurisdiction is expressly attributed to the courts of Nanterre, France.

7.3 The LCFA, its interpretation and its performance are governed in substance and form by the laws of France.

Done in _____ copies on (date) _____

For LINAGORA:	For the Contributor: