ECLIPSE FOUNDATION, INC.
MEMBER COMMITTER AND CONTRIBUTOR AGREEMENT

THIS MEMBER COMMITTER AND CONTRIBUTOR AGREEMENT (THE "AGREEMENT") is entered into as of the ____ day of _____, 20____ (the "Effective Date") by and between Eclipse Foundation, Inc. ("Eclipse Foundation"), a Delaware not-for-profit corporation, and _____ and its Affiliates (as that term is defined in the Eclipse Foundation Bylaws) ("Member") with respect to Member's employees and/or contractors listed in the Eclipse Foundation's Database who have been approved to be committers or contributors as further described herein.

INTRODUCTION

Individuals may Submit Contributions (as those terms as defined below) to Eclipse Foundation projects. Member's employees or contractors listed in the Eclipse Foundation's Database as contributors shall hereinafter be referred to in this Agreement as "Contributors" and "Member's Contributors" and each as a "Contributor". The parties agree that the Eclipse Foundation's Database will constitute the master list of the Member's Contributors. The Eclipse Foundation will provide the Member with a list of its Contributors upon request.

Individuals who give frequent and valuable contributions to an Eclipse development project, or component of a project (in the case of large projects), can have their status promoted to that of a "committer" for that project or component respectively, in accordance with the project's corresponding charter. A committer has write access to the source code repository for the associated project (or component), or to other content on the Eclipse Foundation website. In order for an individual to become a committer, another committer for the project (or component) must nominate that individual. Once an individual is nominated, the existing committers for the project (or component) will vote using the process and rules determined by each Project Charter and administered by the Project Management Committee ("PMC"). When a new project is started, the responsible corresponding Development Team Leader PMC (Project Management Committee) will nominate an initial set of committers for approval by the Executive Director (or his delegates). Becoming a committer is a privilege that is earned by contributing and showing discipline and good judgment. It is a responsibility that should be neither given nor taken lightly.

The employees or contractors of Member listed in Exhibit A have been approved to be committers by their PMC. By executing this Agreement with respect to such employees or contractors, Member agrees that it has reviewed this Agreement with such personnel, and that it shall allow them to enjoy the rights of a committer and cause them to agree to and comply with all obligations that result from being a committer, including without limitation those set forth in Section 2 below. Member's employees or contractors listed in the Eclipse Foundation's Database as committers shall hereinafter be referred to in this Agreement as "Committers" and

"Member's Committers" and each as a "Committer". The Committers listed in Exhibit A are understood to be an initial set of Committers and the list may be subject to change. Once the personnel in Exhibit A have been entered into the Eclipse Foundation's Database, the database will constitute the master list of the Member's Committers and may be updated as required in compliance with the New Committer Process. The Eclipse Foundation will provide the Member with a list of its Committers upon request.

Member's Committers and Member's Contributors shall hereinafter be referred to in this Agreement as "Developers" and "Member's Developers" and each as a "Developer".

As used in this Agreement: (i) "Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is Submitted by Member's Developers to the Eclipse Foundation for inclusion in, discussion of, or documentation of, any of the Eclipse Foundation projects; and (ii) "Submit" (or "Submitted") means any form of communication sent to the Eclipse Foundation (e.g. the content posted on electronic mailing lists, forums, content management systems, source code control systems, code review systems, issue tracking systems, etc. that are used by the Eclipse Foundation).

This Agreement applies to all Contributions Submitted by Member's Developers.

1.   **MEMBER RIGHTS AND OBLIGATIONS**

    1.1   Representation of Employee Status. Member hereby represents that all of Member's Developers listed on Exhibit A are employees or contractors of Member as of the Effective Date, and that any future Developers listed in the Eclipse Foundation Database shall be employees or contractors of Member as of the date of such listing. In the event that any Developer is no longer an employee or contractor of Member, Member shall use reasonable efforts to notify the Eclipse Foundation, provided that Member's failure to do so shall not be considered a material breach of this Agreement. To the extent any new Member employees or contractors are listed in the Eclipse Foundation's Database from time to time after the Effective Date, they shall be deemed to be Developers hereunder. Upon the Eclipse Foundation's request from time to time, Member shall verify the employment or contractor status of any or all of the Committers and Contributors. Member shall notify the Eclipse Foundation in writing in the event that Member desires to discontinue an employee's or contractor's Developer status under this Agreement. In such event, the Eclipse Foundation shall have the right to determine, at its sole discretion, whether to continue such individual's status as a committer or contributor pursuant to a separate agreement between such individual and the Eclipse Foundation.

    1.2   License to Member Contributions. Member agrees that Member's Developers' Contributions will be provided under the license(s) associated with the Eclipse Foundation projects they are contributing to (the "Project License(s)"), as documented in the notices and file headers for the project. This Agreement, and the Project License(s) associated with the Eclipse Foundation projects they are contributing to, provide a license to each

Developer's Contributions to the Eclipse Foundation and downstream consumers, but as between Member, Eclipse Foundation and downstream consumers, Member retains all rights in its Contributions. In addition, Member grants a non-exclusive, worldwide, perpetual, royalty-free license of all necessary rights under its copyright in and to Member's Developers' Contributions: (a) for the Eclipse Foundation (and its contributors solely as a part of Eclipse Foundation projects) to create, reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense specifications subject to the terms of the then-current Eclipse Foundation Specification License, based on or derived from the Specification Content (as defined below) and (b) for recipients of such specifications to create, reproduce, and distribute implementations thereof based on the portion of Member's Developers' Contributions or material derived from them in the specifications, subject to the terms of the then-current Eclipse Foundation Specification License (the "Specification Grant").

1.3   Distribution License; Reservation of Rights. Except as otherwise determined by the Eclipse Foundation Board of Directors in accordance with the Bylaws and Intellectual Property Policy, Member agrees that the Project License(s) for the project(s) Member's Developers contribute to will serve as the distribution license for their Contributions. Except for the licenses provided for in or referenced by this Agreement, Member reserves all right, title and interest in the Contributions.

1.4   Specification Content. "Specification Content" is the collection of interface definitions for the application or user interfaces ("Interfaces") provided by the work to which a Contribution was made, descriptions of the structure and semantic behavior of those Interfaces, and data formats and protocols associated with those Interfaces, all of which as are reasonably necessary to enable the development of independent implementations of those Interfaces. For the sake of clarity, Specification Content does not include implementation detail of how the Eclipse Foundation project's code or a Contribution implements the Interfaces in the Specification and the Specification Grant provide above would not cover such additional material.

1.5   Compliance with Bylaws, Policies and Guidelines. Member shall take all reasonable efforts to cause Member's Developers to abide by the Bylaws, Intellectual Property Policy, Eclipse Privacy Policy, Eclipse Development Process, and Committer Guidelines (as applicable) and any and all additional policies, guidelines and procedures adopted by the Eclipse Foundation, all as may be amended from time to time.

1.6   Member Representations. Member represents that all current and future Contributions to Eclipse Foundation by Member's Developers will be provided under the terms of this Agreement. Member represents that with respect to each of the Contributions by Member's Developers, or Member they are legally capable and entitled to grant the licenses granted herein. Member represents that: (i) to the extent Member's Developers Submit any Contribution for which all rights are not held solely by the Developer, Developer will have obtained all prior permissions necessary to make such Submission; and (ii) Member's

Developers will not make any Contributions which are the subject of any objection by Member or any third party. To document the above, the Eclipse Foundation requires that each Contribution Submitted by a Developer must comply with the commitments documented in the Developer Certificate of Origin (DCO) shown in Exhibit B, the current version of which can be found at https://www.eclipse.org/legal/DCO.php.

1.7   Committer Contact Information. Member understands and agrees, and will be responsible for ensuring that Member's Developers understand and agree, that Eclipse Foundation is required to maintain public records of authorship related to all Contributions made by them, and that certain personally identifiable information and personal contact information, including without limitation their name and email address, mailing address, other contact information and any change in employment or independent contractor status shall be publicly displayed in conjunction with all Contributions made by them under the terms of this Agreement. Member or, at Member's direction, Developers, shall promptly inform Eclipse Foundation of any change in the information provided, as well as any change in employer or third party to whom services are being provided. Each Developer shall, upon the Eclipse Foundation's request, confirm the currency of all personal information provided.

1.8   Committer's Rights. Committers working on an Eclipse Project may be granted privileged access rights to services, resources, or content on one or more servers, repositories, or content management systems provided by, or managed by, the Eclipse Foundation. Committers may also be granted other rights necessary to administrate and manage projects such as mailing list administration, Bugzilla administration, etc. The Eclipse Foundation will have complete control and discretion over which capabilities are assigned to a Committer account, and may terminate or temporarily disable Committer access for any reason at any time.

1.9   Treatment of Account. Member shall require each Developer to maintain the strict confidentiality of their passwords issued by the Eclipse Foundation ("Password") and shall not allow any other individual or entity to use a Developer's username or Password. Member shall cause any Developer becoming aware of any such use to notify the Eclipse Foundation immediately by sending an e-mail to EMO@Eclipse.org, or such other e-mail address as may be designated by the Eclipse Foundation from time to time. Until a Developer has provided such notice to the Eclipse Foundation, Member shall be fully responsible for all actions made through its username and Password.

2.   TERM AND TERMINATION

2.1   Term. The term of this Agreement shall begin on the Effective Date and shall continue until such time as Member's Membership Agreement terminates.

2.2   Termination of Status. The Eclipse Foundation may terminate any Developer(s) with or without cause, by providing Member notice of such termination. A Developer can terminate their status by providing written notice to the Eclipse Foundation.

3.   GENERAL

3.1   No Other Licenses. By executing this Agreement, Member, Developers neither grant nor receive, by implication, estoppel, or otherwise, any rights under any copyright, patents or other intellectual property rights of the Eclipse Foundation or another Member.

3.2   Limitation of Liability. IT IS THE EXPECTATION OF THE ECLIPSE FOUNDATION AND OTHER MEMBERS THAT MEMBER WILL MONITOR THE ACTIVITIES OF ITS DEVELOPERS AND THAT THE DEVELOPERS WILL MEET THEIR OBLIGATIONS, AND NOT EXCEED THE SCOPE OF THEIR AUTHORITY, AS SET FORTH IN THIS AGREEMENT. NOTWITHSTANDING THE PRECEDING SENTENCE, IN NO EVENT WILL EITHER ECLIPSE FOUNDATION, MEMBER, OR DEVELOPERS BE LIABLE TO EACH OTHER OR ANY OTHER MEMBER OR THIRD PARTY UNDER THIS AGREEMENT FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST REVENUE, LOST SALES, LOSS OF USE, LOSS OF DATA OR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

3.3   Governing Law. This Agreement shall be construed and controlled by the laws of the State of New York without reference to conflict of laws principles. The federal and state courts residing in New York shall have sole jurisdiction over any disputes arising under or related to this Agreement.

3.4   Notices. All notices or other communications to or upon any party shall be delivered to or at the addresses set forth on the signature page(s) hereto. For purposes of this Section, notice can include notice by written mail, electronic mail or by facsimile and shall be deemed served when sent; provided, however, that notice of a breach of this Agreement and notice of termination of this Agreement shall be given by overnight courier service or certified mail, return receipt requested. Either party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

3.5   Complete Agreement; No Waiver. Except with respect to the Bylaws of Eclipse Foundation, the IP Policy, the Membership Agreement, the EPL, the Eclipse.org Terms of Use, Eclipse Foundation's Antitrust Policy, and any other policies, guidelines and procedures that may be adopted by Eclipse Foundation, from time to time, in accordance with the Bylaws, this Agreement, including all attachments, sets forth the entire understanding of the Eclipse Foundation and Member with respect to the subject matter hereof and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. The

waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

3.6 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

3.7 **Compliance with Laws**. Anything contained in this Agreement to the contrary notwithstanding, the obligations of Eclipse Foundation and Member shall be subject to all laws, present and future, of any government having jurisdiction over Eclipse Foundation or Member including, without limitation, all export and re-export laws and regulations. It is the intention of Eclipse Foundation and Member that this Agreement and all referenced documents shall comply with all applicable laws and regulations.

3.8 **Independent Contractors**. The relationship of Eclipse Foundation with respect to Member and its Developers established by this Agreement is that of independent contractors. This Agreement does not give either party the power to direct and control the day to day activities of the other, constitute the parties as partners, joint venturer, co-owners, principal-agent or otherwise participants in a joint or common undertaking, or, except as expressly provided herein, allow either party to create or assume any obligation on behalf of the other for any purpose whatsoever.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.

In witness of this Agreement, Eclipse Foundation and Member have executed this Agreement below,

Eclipse Foundation, Inc.   **Notice Information**

Eclipse Foundation, Inc.   Address: c/o Eclipse Foundation, Inc.
                                                            102 Centrepointe Drive
By: _____   Ottawa, Ontario,
                                                            Canada K2G 6B1
                                                            Attention: **Committer Records**

Name: _____   Telephone: +1 (613) 224-9461

Title: _____   Fax: +1 (212) 918-1619

Date: _____   e-mail: emo-records@eclipse.org

Member   **Notice Information**

                                              Address: _____

By: _____   _____

                                              Attention: _____

Name: _____   Telephone: _____

Title: _____   Fax: _____

Date: _____   e-mail: _____

EXHIBIT A

[List Member Employees]

EXHIBIT B: Developer Certificate of Origin

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Developer Certificate of Origin
Version 1.1

Copyright (C) 2004, 2006 The Linux Foundation and its contributors.
1 Letterman Drive
Suite D4700
San Francisco, CA, 94129

Everyone is permitted to copy and distribute verbatim copies of this
license document, but changing it is not allowed.


Developer's Certificate of Origin 1.1

By making a contribution to this project, I certify that:

(a) The contribution was created in whole or in part by me and I
    have the right to submit it under the open source license
    indicated in the file; or

(b) The contribution is based upon previous work that, to the best
    of my knowledge, is covered under an appropriate open source
    license and I have the right under that license to submit that
    work with modifications, whether created in whole or in part
    by me, under the same open source license (unless I am
    permitted to submit under a different license), as indicated
    in the file; or

(c) The contribution was provided directly to me by some other
    person who certified (a), (b) or (c) and I have not modified
    it.

(d) I understand and agree that this project and the contribution
    are public and that a record of the contribution (including all
    personal information I submit with it, including my sign-off) is
    maintained indefinitely and may be redistributed consistent with
    this project or the open source license(s) involved.
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