

**MaterialX
Lucasfilm Ltd.**

<http://www.materialx.org/>

Software Grant and Individual Contributor License Agreement (“Agreement”)

Thank you for your interest in MaterialX (“Project”), a Lucasfilm Ltd. (“Lucasfilm”) open source initiative. In order to clarify the intellectual property licenses granted with Contributions from any person or entity (“Contributor” or “You”), Lucasfilm must have a Contributor License Agreement (“CLA” or “Agreement”) on file that has been signed by each Contributor, indicating agreement to the license terms below.

This CLA is modified from the Apache CLA found here: <http://www.apache.org/licenses>.

This license is for your protection as a Contributor as well as the protection of Lucasfilm and its users; it does not change your rights to use your own Contributions for any other purpose. If you have not already done so, please complete and sign, then scan and email a pdf file of this Agreement to contributors@materialx.org. If necessary, you may send a signed Agreement to via mail to:

Lucasfilm Ltd.
Attn: Business Affairs
P.O. Box 29901
San Francisco, CA 94129
U.S.A.

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

Full name: _____

Mailing Address: _____

Country: _____

Telephone: _____

E-Mail: _____

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to Lucasfilm. Except for the license granted herein to Lucasfilm and recipients of software distributed by Lucasfilm, 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 Lucasfilm. 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 (whether at the time of the Contribution or later) are considered to be a single Contributor and fall within the definition of You. 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.

“Contribution” shall mean any original work of authorship, including code, any documentation, and any modifications or additions to an existing work, that is intentionally submitted by You to Lucasfilm for inclusion in, or documentation of, any of the products owned or managed by Lucasfilm (the “Work”). For the purposes of this definition, “submitted” means any form of electronic, verbal, or written communication sent to Lucasfilm 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, Lucasfilm 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. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to Lucasfilm and to recipients of software distributed (directly and indirectly) by Lucasfilm a transferable, perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense (directly and indirectly), distribute and exploit Your Contributions and such derivative works.

3. Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to Lucasfilm and to recipients of software distributed (directly and indirectly) by Lucasfilm a transferable, 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 Your Contribution(s) and/or 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. Covenant Not To Sue. You agree not to sue Lucasfilm or any of its affiliates with respect to any rights you may have, now or in the future, in any patents or patent applications in connection with the Contribution or portions of the Contribution.

5. Representations. You represent that You are legally entitled to grant the above license. If Your employer(s) has rights to intellectual property (including copyrights and patents) 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 Lucasfilm, or that Your employer has executed a separate Corporate CLA with Lucasfilm. You represent further that each of Your Contributions: (i) is Your original creation, and/or (ii) 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 are associated with any part of Your Contributions. See section 7 below 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, except as set forth herein, 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. Do not submit work to Lucasfilm that you do not have a legal right to submit. Should You wish to submit work that is not Your original creation, You may submit it to Lucasfilm 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). All such third party works shall, at the time of submission, be conspicuously marked as “Submitted on behalf of a third-party: [NAME HERE]”. For each such third party work that You submit, You represent that (a) You have the legal right to submit the third party work, (b) the information You submit pursuant to this section is complete and accurate, and (c) there are no restrictions that apply to the third party work that would prohibit or otherwise restrict the further distribution or exploitation of the third party work.

8. You agree to notify Lucasfilm of any facts or circumstances of which You become aware that would make these representations inaccurate in any respect.

9. This Agreement DOES NOT grant permission to use the trade names, trademarks, service marks, content or product names of Lucasfilm and its affiliates, or any other contributor to the Project.

10. This Agreement does not guarantee that the Contributions will be included in any product.

11. No Liability. You acknowledge that Lucasfilm will have no liability for any damages whatsoever related to the Contributions, whether direct, indirect, special, consequential, exemplary, or incidental, even if Lucasfilm has been advised of the possibility of such damages.

You acknowledge that this limitation of liability is reasonable under the circumstances, and that your opportunity to participate in the Project is consideration for this limitation.

12. Indemnity. You, at Your own expense, shall indemnify Lucasfilm and its affiliates, and their respective officers, directors, members, partners, employees, and agents for, and shall hold them harmless from and against all liabilities, claims, damages, costs, fees and expenses (including without limitation attorneys' fees) arising out of any claim that, if true, would constitute a breach of the representations and warranties in Section 5.

13. General. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof. Additionally, if any provision of this Agreement is found to be invalid or unenforceable pursuant to a judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

Please sign: _____ Date: _____