

Bigdata Software Grant and Corporate Contributor Agreement
("Agreement")

Thank you for your interest in Bigdata. In order to clarify the rights granted with Contributions from any person or entity, SYSTAP, LLC must have a Contributor Agreement (CA) on file that has been signed by each Contributor, indicating agreement to the terms below. This is for your protection as a Contributor as well as the protection of Bigdata and its users; it does not change your rights to use your own Contributions for any other purpose.

This version of the Agreement allows an entity (the "Corporation") to submit Contributions to SYSTAP, to authorize Contributions submitted by its designated employees to SYSTAP, and to grant rights and licenses thereto.

If you have not already done so, please complete and send an original signed Agreement to SYSTAP, LLC, 4501 Tower Rd, Greensboro, NC, 27410, U.S.A. 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: _____

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to SYSTAP. Except for the rights granted herein to SYSTAP and recipients of software distributed by SYSTAP, 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 SYSTAP. 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 (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 the code, documentation or other original works of authorship expressly identified in Schedule B, as

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4. You represent that You are legally entitled to grant the above rights. 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 SYSTAP 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,

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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 SYSTAP 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 SYSTAP.

Please sign: _____ Date: _____

Title: _____

Corporation: _____

Schedule A

[Initial list of designated employees. NB: authorization is not tied to particular Contributions.]

Schedule B

[Identification of optional concurrent software grant. Would be left blank or omitted if there is no concurrent software grant.]