

GIGASPACE TECHNOLOGIES LTD.

CONTRIBUTOR LICENSE AGREEMENT

In order to clarify the intellectual property license granted with Contribution (defined below) from any person or entity, GigaSpaces Technologies Ltd. (“GigaSpaces”) must have a Contributor License Agreement (“CLA”) on file that has been signed by each Contributor (defined below), indicating agreement to the license terms below. This CLA is for your protection as a Contributor as well as the protection of GigaSpaces and its end-users; it does not change your rights to use your own Contributions for any other purpose. If you have not already done so, please read this CLA carefully, complete and sign it and then scan and email a PDF file of it to oss@gigaspaces.com

Full name: _____

Mailing Address: _____

Country: _____

Phone: _____

Email: _____

Except for the license granted herein to GigaSpaces and recipients of software distributed by GigaSpaces, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions

“You” (or “Your”) means the copyright owner or legal entity authorized by the copyright owner that is making this CLA with GigaSpaces. For legal entities, the entity making a Contribution and all other entities that Control (defined below), 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, (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity. “Contribution” means any original work of authorship, including any modifications or additions to an existing work, that is intentionally Submitted (defined below) by You to the GigaSpaces for inclusion in, or documentation of, any of the products owned or managed by GigaSpaces (the “Work”). For the purposes of this definition, “Submitted” means any form of electronic, verbal or written communication sent to GigaSpaces 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, GigaSpaces 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 CLA, You hereby grant to GigaSpaces and to recipients of software distributed by GigaSpaces a perpetual, worldwide, non-exclusive, free-of-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense and distribute Your Contributions and such derivative works.

3. Grant of Patent License

Subject to the terms and conditions of this CLA, You hereby grant to GigaSpaces and to recipients of software distributed by GigaSpaces a perpetual, worldwide, non-exclusive, free-of-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 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 CLA for that Contribution or Work shall terminate as of the date such litigation is filed.

4. Representations

You represent that you are legally entitled to grant the above license. If your employer(s) has rights to intellectual property that you create that includes your Contributions, you represent that you have received permission to make Contributions on behalf of that employer or that your employer has waived such rights for your Contributions to GigaSpaces.

You represent that each of Your Contributions is Your original creation (see section 5 for submissions on behalf of others). You represent that 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 you are personally aware and which are associated with any part of Your Contributions.

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.

5. Submissions on Behalf of Others

Should You wish to submit work that is not Your original creation, You may submit it to GigaSpaces 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]”.

6. Notification

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

7. Indemnification

You shall indemnify, hold harmless and defend GigaSpaces and its directors, employees, agents, subcontractors, licensees and end-users against all liabilities, losses, claims, costs (including any legal costs), proceedings and damages which may be brought or threatened by any third-party arising from or in connection with the breach of any third party’s intellectual property rights caused by Your Contribution or GigaSpaces’ use thereof.

8. General

This CLA is governed by New York State law (without reference to its choice of law rules) with exclusive jurisdiction in the competent courts of New York, New York. This CLA sets forth the entire understanding and agreement between You and GigaSpaces, and supersedes any previous communications, representations or agreements, whether oral or written, regarding the subject matter herein.

Signature: _____

Date: _____