



## Individual Committer Agreement v1.0

Thank you for your participation in Terracotta. Developers who give frequent and innovative contributions to a Terracotta development project may have their status elevated to that of a “Committer” for a particular project, and/or permanently, for all future projects, in accordance with the rules listed online at [www.terracotta.org/project\\_rules](http://www.terracotta.org/project_rules). A Committer has write access to the source code repository for his/her project(s), and/or to other content on the Terracotta website. In order for a developer to achieve Committer status, an existing Committer must nominate the developer, and the nomination must be subsequently approved in accordance with the voting procedures set forth online at [www.terracotta.org/voting](http://www.terracotta.org/voting). Becoming a Committer is a privilege that is earned by contributing significant innovations, exercising good judgment and intelligence, and working cooperatively with other developers. It is a responsibility that should be neither given nor taken lightly.

This Individual Committer Agreement (the “Agreement”) is effective as of \_\_\_\_\_ (the “Effective Date”) by and between Terracotta, Inc. (“Terracotta”), with its principal office located at 650 Townsend Street, suite 325, San Francisco, California, USA, and \_\_\_\_\_ (“Committer” or “you”), an individual who has been approved to be a committer as further described in this Agreement.

By accepting this Agreement, Committer agrees that (a) s/he has reviewed this Agreement; (b) s/he shall comply with all obligations arising from being a Committer, and (c) s/he shall be entitled to enjoy the rights of a Committer, subject to the terms hereof.

“**Committer**” (or “you”) shall mean the copyright owner (or legal entity authorized by the copyright owner) of any Contribution submitted to Terracotta. 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 Committer. 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 any such entity.

“**Contribution**” shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by Committer to Terracotta for inclusion in, or documentation of, any of the products owned or managed by Terracotta. For the purposes of this definition, “submitted” means any form of electronic, verbal, or written communication sent to Terracotta 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, the Foundation for the purpose of discussing and improving the Contribution, but excluding communication that is conspicuously marked or otherwise designed in writing by Committer as “Not a Contribution.”

“**Intellectual Property Rights**” shall mean all worldwide rights associated with any Contribution, including copyrights and moral rights, trademark and trade name rights and similar rights, trade secret rights and other proprietary rights in software and other types of technology, and registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing.

### Committer Rights & Responsibilities

- 1.1 **Compliance with Bylaws.** Committer agrees to abide by the Bylaws of the Terracotta Software Foundation as may be amended from time to time, and which are incorporated herein by reference.
- 1.2 **Compliance with Policies.** Committer agrees to abide by the Terracotta Intellectual Property Policy, the Terracotta Committer Guidelines, and any other policies, guidelines and procedures adopted by Terracotta as may be amended from time to time, and which are incorporated herein by reference.
- 1.3 **Compliance with the Terracotta Public License.** Committer warrants that s/he has reviewed and understands the terms and conditions of the Terracotta Public License, as set forth on the [www.terracotta.org/licensing](http://www.terracotta.org/licensing) webpage. Committer accepts and understands that the Terracotta Public License shall be the distribution license for the open source version(s) of Terracotta's

software product(s), and that such license may be amended and/or revised as Terracotta may deem necessary.

- 1.4 Committer Contact Information.** Committer agrees that, upon Terracotta's request, Committer shall complete and submit the Terracotta Committer Questionnaire to Terracotta, and thereby provide Terracotta with Committer's physical and e-mail addresses, employment and independent contractor status, and additional contact information as may be requested. Committer agrees to update Terracotta with regard to any changes of any fields included in the Terracotta Committer Questionnaire.
- 1.5 Committer's Rights.** Each Committer working on developing content contained in the Terracotta.org data repository may be granted commit rights for specific project directories and/or files in the repository. Committers may also be granted other necessary rights in order to administer and manage specific projects. Terracotta may assign such rights and capabilities at its sole discretion, and may terminate or temporarily disable Committer access at any time.
- 1.6 Committer Accounts.** Each Committer shall keep each of his or her username(s) and password(s) issued by Terracotta strictly confidential, and shall not allow any other individual or entity to log in or otherwise use his or her username(s) or password(s). In the event that Committer is made aware of any such unauthorized use, Committer shall notify Terracotta as soon as possible.
- 1.7 Assignment of Intellectual Property Rights.** Subject to the terms and conditions of this Agreement, Committer hereby assigns to Terracotta all Intellectual Property Rights in any Contribution to Terracotta, and agrees that Terracotta may therefore reproduce, distribute, prepare derivative works of, publicly display, publicly perform, sublicense, and/or assign the Contribution, as well as take any other action(s) that may be permitted under applicable law or in equity.
- 1.8 Grant of Patent License.** Subject to this Agreement, Committer grants Terracotta and to all recipients of any product distributed by Terracotta a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable license under any patents owned or licensable by Committer at any time without payment to third parties, to make, have made, use, sell, offer to sell, import, and otherwise transfer the Contribution in whole or in part, alone or in combination with or included in any product, work or materials arising out of the project to which the Contribution was submitted, and to sublicense the foregoing rights to third parties through multiple tiers of sublicensees or other licensing mechanisms at Terracotta's option.
- 1.9 Original Creation.** Committer agrees that any Contribution made to Terracotta is Committer's original creation, and that any Contribution submission will include complete details of any third-party license and/or other applicable restrictions (including, but not limited to, related patents and trademarks) of which Committer is personally aware and which are associated with any part of any Contribution. Should Committer wish to submit work that is not an original creation, Committer may submit it to Terracotta separately from any Contribution, identifying the complete details of its source and of any license(s) or other applicable restrictions (including, but not limited to, related patents and trademarks) of which Committer is personally aware, with a conspicuous notation marking the work as having been "submitted on behalf of a third party [named here]."
- 1.10 Employer Consent.** Committer warrants that s/he is legally entitled to enter into the Agreement. If Committer's employer(s), or a party for whom Committer is otherwise performing services as an independent contractor (collectively, "Employer(s)"), has rights to any intellectual property that Committer creates for Terracotta, including but not limited to any Contribution, Committer warrants that s/he has received permission to make Contribution(s) on behalf of such Employer(s), or that Committer's Employer(s) has waived such rights for Committer's Contribution(s) to Terracotta, or that an authorized representative of Employer(s) has executed a separate "Committer Employer Consent" form with Terracotta.
- 1.11 Continuing Communications.** Committer agrees to notify Terracotta of any facts or circumstances of which Committer becomes aware that would render any representation(s) contained in this Agreement inaccurate in any respect.

**Additional Terms**

- 2.1 Term.** This Agreement shall commence on the Effective Date and shall continue until terminated by either party, with or without cause, by written notice to the other party.
- 2.2 Independent Contractors.** The relationship of Terracotta with respect to Committer as established by the Agreement is that of independent contractors. This Agreement does not grant either party the power to direct and control the daily activities of the other, constitute the parties as partners, joint venturers, co-owners, principal-agent, or 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.
- 2.3 No Other Licenses.** By entering into this Agreement, Committer neither grants nor receives, by implication, estoppel, or otherwise, any rights under any copyright, patents or other intellectual property rights of Terracotta or any member of the Terracotta open source community.
- 2.4 Limitation of Liability.** In no event will either Terracotta, its members, or Committer be liable to each other or any 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, exemplary, or special damages, regardless of whether or not such party had advance notice of the possibility of such losses and/or damages.
- 2.5 Governing Law.** This Agreement shall be governed by and construed in accordance with both the substantive and procedural laws of the State of California, U.S.A., without reference to conflict of laws principles. Any dispute regarding this Agreement will be heard in the state or federal courts having jurisdiction in San Francisco County, California, U.S.A. and Committer agrees that s/he shall be subject to the personal jurisdiction of such courts.
- 2.6 Notices.** All notices or other communications to or upon any party shall be delivered to the addresses set forth in the signature blocks of this Agreement. 'Notice' can include notice by written mail, e-mail, or by facsimile and shall be deemed served when sent; provided, however, that notice of a breach 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.
- 2.7 Entire Agreement; No Waiver.** Except with respect to any agreement or bylaws or guidelines detailed in this Agreement, as well as many other policies, guidelines and procedures that may be adopted by Terracotta from time to time, this Agreement sets forth the entire understanding of Terracotta and Committer 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.
- 2.8 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.

**TERRACOTTA, INC.**

**COMMITTER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_