

iText Contributor License Agreement

In order for 1T3XT BVBA, a company under Belgian law, register of legal entities Ghent N° BE 0895.263.973, to have a clear understanding on the intellectual property rights associated with the iText software library (hereinafter "iText Project") and to clearly determine the responsibilities and obligations associated with the Contributions (as defined hereinafter), 1T3XT must receive a signed iText Contributor License Agreement of the Contributor (as defined hereinafter) indicating the Contributor's agreement with the terms and conditions as defined hereunder. This iText Contributor License Agreement (hereinafter "the Agreement") intends to protect the Contributor as well as the 1T3XT.

Contributor hereby accepts and agrees to the following terms and conditions with regard to past, current and future Contributions submitted by Contributor to 1T3XT, and has accepted the policy "iText Contributions Policy" (<http://www.1t3xt.com/about/policy.php>).

1. Definitions. When used in this Agreement the following words and or expressions shall have the meaning as stated hereunder unless the context expressly requires otherwise:

- 1.1. "Contributor" means any individual and/or legal entity that voluntarily submits (a) Contribution(s) to the iText Project.
- 1.2. "Contribution" means any original work, including any modification and/or addition to the existing work that is submitted for introduction in, or documentation of, any of the products owned or managed by 1T3XT, where such work originates from a Contributor. A Contribution may be submitted in any form of electronic, verbal and/or written communication or documentation, including without limitation, communication on electronic mailing lists, source code control systems and issue tracking systems that are managed by or on behalf of 1T3XT for the purpose of discussion and improving the results of the iText Project.

Article 2: Granted Rights - Representations

- 2.1. For the benefit of the 1T3XT, the Contributor hereby:
 - (i) Irrevocably, automatically, unconditionally and without compensation assigns, transfers and conveys to 1T3XT all right, title and interest in and to the Contributions. Such assignment includes copyrights (to the extent permitted by applicable mandatory law) and all other intellectual property rights other than patents and patent applications ("Patent"), together with all causes of actions accrued in favor for infringement thereof, recognized by any jurisdiction ("Proprietary Rights"). This assignment and transfer is applicable worldwide, for existing as well as future works and lasts for the entire term of copyright protection. As for future works and Contributions the transfer will be considered to have been made for all software related to the PDF library code and the applications thereof (genre: e.g. writing books, software and manuals as well as the development of the library).
Without limitation of the foregoing, 1T3XT shall be entitled to determine in its sole discretion whether or not to use the Contribution and to use, sell, distribute, license, re-produce, re-use, modify, update, edit or otherwise make available the Contribution(s) as it sees fit, in any manner currently known or in the future discovered and for any and all purposes;
 - (ii) grants (to the extent that under applicable mandatory law, Proprietary Rights cannot be assigned, transferred or conveyed) to 1T3XT and to the recipients of the software incorporating the Contribution(s) an irrevocable, worldwide, non-exclusive, fully paid-up and royalty-free copyright license to reproduce, modify, prepare derivative works of, (publicly) display, perform, sublicense and distribute the Contribution; and

iText/iTextSharp Contributor License Agreement

- (iii) grants to 1T3XT and to recipients of software distributed by 1T3XT a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable (except as stated in this Agreement) Patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Contribution, where such license applies only to the Patent claims licensable by Contributor that are necessarily infringed by the Contributor's Contribution(s) alone or by combination of such Contribution(s) with other work of 1T3XT. Contributor furthermore agrees to immediately notify 1T3XT of any patents that Contributor knows or comes to know are likely infringed by the Contribution(s) and/or are not licensable by the Contributor. If any entity institutes patent litigation against the Contributor or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Contributor's Contribution(s) or the iText Project work to which the Contributor has contributed constitutes direct or contributory patent infringement, then any Patent licenses granted under this Agreement for that Contribution or iText Project work shall immediately terminate as of the date such litigation is filed.
- 2.2. Upon the assignment of the Proprietary Rights and the grant of the license as set forth in this article 2, 1T3XT hereby grants a non-exclusive, worldwide, fully-paid up, royalty-free license to make, use reproduce, distribute, modify and prepare derivative works based on the Contributions of Contributor.
- 2.3. Contributor hereby represents and warrants that:
 - (i) Contributor is legally entitled to assign the Proprietary Rights and to grant the above license. If Contributor's employer(s) and consultant(s) has rights to intellectual property that Contributor creates that includes Contributor's Contributions, Contributor represents and warrants that Contributor has received permission to make Contributions on behalf of its employer, that its employer has waived such rights for such Contributions to 1T3XT;
 - (ii) each Contribution is the original creation of the Contributor. Contributor represents that each submission of a contribution includes complete details of any third-party license or other restrictions of which you are aware and which are associated with any part of the Contribution(s);
 - (iii) to the best of your knowledge, no claim or dispute has been threatened or filed in connection with the ownership, use or distribution of the Contribution(s); and
 - (iv) the execution of this Agreement does not constitute a breach under any other agreement to which Contributor and/or its employer is a party, does not require the consent, approval or waiver from or notice to any third party and does not violate any law or regulation.

Contributor shall immediately inform 1T3XT of any facts and/or circumstances of which Contributor becomes aware that would make the representations and warranties inaccurate or untrue in any respect.

Contributor further agrees that Contributor shall at no time hereafter dispute, contest or aid or assist third party in disputing and/or contesting, either directly or indirectly, the right, title and interest in any and all Contributions of 1T3XT as detailed in this Agreement.

- 2.4. In case that under applicable mandatory law the Contributor retains the moral rights or other inalienable rights to the Contributions, the Contributor agrees not to exercise such rights without the prior written permission of 1T3XT.
- 2.5. In order to ensure that 1T3XT will be able to acquire, use and protect its Proprietary Rights as detailed in this article 2, Contributor will (i) sign any documents to assist 1T3XT in the documentation, perfection and enforcement of its rights, and (ii) provide 1T3XT with support and reasonable access to information for applying, securing, protecting, perfecting and enforcing its rights.

Article 3: Warranties

EXCEPT FOR THE EXPRESS WARRANTIES DETAILED IN ARTICLE 2, THE CONTRIBUTIONS ARE PROVIDED "AS IS" AND NEITHER CONTRIBUTOR NOR THE 1T3XT MAKES ANY WARRANTIES OF ANY KIND TO THE OTHER PARTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION OF ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Article 4: Miscellaneous

- 4.1. This Agreement shall enter into force upon execution of this document by Contributor. This Agreement may be terminated by a party if the other party commits a breach of this Agreement provided that if the breach is capable of remedy termination shall not occur if the breach shall not have been remedied within 90 days of such other party having been given notice in writing specifying the breach and requiring it to be remedied. The termination of this Agreement shall however remain in full force and effect with respect to any Contribution submitted prior to the termination date of the Agreement.
- 4.2. This Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understanding, whether written or oral, relating to its subject matter. If any provision of this Agreement shall be deemed invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected and such provision shall be deemed modified only to the extent necessary to make such provision consistent with applicable law.
- 4.3. The Agreement is governed by the laws of Belgium, without reference to its conflict of law principles.
- 4.4. 1T3XT may, unless otherwise agreed upon herein, not assign the licenses as detailed in this Agreement to any third party without the Contributor's prior written consent that shall not unreasonably be withheld, conditioned or delayed. 1T3XT shall however have the right to assign its rights and obligations hereunder to any successor or assignee of its business or assets to which this Agreement relates, whether by merger, establishment of a legal entity, acquisition, operation of law or otherwise without the prior written consent of the Contributor.

Please execute (2) original copies of the above document and send this to the following recipient:

Address of recipient

1T3XT
Ad. Baeyensstraat 121
BE-9040 Sint-Amandsberg
BELGIUM

The Contributor:

Name:

Title (if applicable in case of legal entity):

Full name of legal entity and address registered office (if applicable):

Date:

Signature: