

**salesforce.com, inc.**  
**Open Source Contributor License Agreement**

This **OPEN SOURCE CONTRIBUTOR LICENSE AGREEMENT** (this **“Agreement”**) is made and entered into as of Effective Date by and between salesforce.com and You (as each capitalized term is defined below).

<b>“You”</b> : (Check only one):	<input type="checkbox"/> An Individual named: _____ Email address: _____ Physical address: _____ _____ <p style="text-align: center;">Or</p> <input type="checkbox"/> A legal entity named: _____ Physical address: _____ _____ Point of Contact: _____ Email address: _____
<b>“salesforce.com”</b>	salesforce.com, inc., a Delaware corporation, have its principal place of business at The Landmark @ One Market, Suite 300, San Francisco, CA 94105
<b>“Contribution Terms”</b>	The salesforce.com Open Source Contribution Terms and Conditions dated [_____, 2014] and attached to this Agreement as Exhibit A

**Notes to Contributors:**

1. This Agreement is based on the license grants and representations in the Apache Software Foundation’s Individual and Corporate Contributor License Agreements but it is different. Please make sure You read and review the terms before You execute this Agreement and agree to the Contribution Terms.
2. Please send the completed and executed Agreement to osscore@salesforce.com.
3. Individuals should only execute this Agreement to submit Contributions on their own behalf and not on behalf of their employer.
4. If You are a legal entity, (i) an authorized representative must send the names of Your designated employees authorized to submit Contributions on Your behalf to opensource@salesforce.com and (ii) it is your responsibility to notify salesforce.com when any changes are required to the list of Your designated authorized employees or to Your Point of Contact.

You accept and agree to this Agreement and the Contribution Terms for Your present and future Contributions submitted to salesforce.com. Except for the license granted herein to salesforce.com, recipients and/or users of software distributed and/or made available by salesforce.com, You reserve all right, title, and interest in and to Your Contributions.

**AGREED:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ (if You are a legal entity)

**Date:** \_\_\_\_\_ (“Effective Date”)

**EXHIBIT A**  
**Salesforce.com**  
**Open Source Contribution Terms and Conditions**

**1. Definitions**

**1.1** "You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with salesforce.com. 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.

**1.2** "Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to salesforce.com for inclusion in, or documentation of, any of the products or services owned or managed by salesforce.com (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to salesforce.com 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, salesforce.com 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 Licenses**

**2.1 Grant of Copyright License.** Subject to the terms and conditions of this Agreement, You hereby grant to salesforce.com and to recipients and/or users of software distributed and/or made available by salesforce.com a perpetual, worldwide, non-exclusive, no-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.

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**3. Representations**

**3.1** You represent that You are legally entitled to grant the above licenses.

**3.2** You represent that each of Your Contributions is Your original creation.

**3.3** You represent that none of Your Contributions includes any third party copyrights, patents, trade secrets, licenses or other restrictions.

**3.4** If You are an individual employed by another individual or a legal entity, You represent that either Your employer has waived any of its rights in Your Contributions.

**3.5** If you are a legal entity, 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.

**4. No Support.** 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. Developerforce Terms of Use.** By executing the Agreement, submitting a Contribution or, if you are a legal entity, by providing the names of authorized employees, You agree that you are subject to and will comply with these Developerforce SFDC OSCLA 0914

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**6. General.** No failure or delay by you or salesforce.com in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California, without regard to its conflict of laws provisions. The state and federal courts located in San Francisco, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. This Agreement does not supersede or amend any existing agreement between the parties for the purchase or use of either party's products or services.