

# JCSL Attachment D

## **ATTACHMENT D - CONTRIBUTION AGREEMENT**

This Attachment D, only applicable in addition to the Attachment C, is effective for the Technology specified in Attachment B and reduces or suppresses the requirement to pay royalties by becoming a Contributor of the Technology in exchange of a Shared Code Counterpart.

In the event of a conflict between the terms of this Attachment C and Attachment D, the terms of Attachment C shall govern.

### **1. Contribution Kit.**

Subject to the restrictions set forth in Section 8.10 of the Research and Development Use license, in addition to the Research and Development Use license and the Internal Deployment Use license, Original Contributor grants to You reduction or complete suppression of royalties and payments described in Section 7 of the Attachment C in exchange of additional Added Value compensated in kind for the Technology, as described below.

### **2. Requirements for Determining Compliance.**

#### **2.1. Definitions.**

a) "Added Value" means Shared Modification Code, Error Corrections and/or Specifications or documentation linked with the software which:

(i) represents a significant functional and value added enhancement to the Technology;

(ii) operates in conjunction with the Technology; and

(iii) is not marketed as a technology which replaces or substitutes for the Technology.

b) "Shared Code Counterpart" means those Modification(s), Extension(s), Error Correction(s) and/or documentation files which are identified by You as "shareable" (or words of similar meaning), that you suggest as a counterpart to a royalty and that brings Added Value to the Technology.

#### **2.2. Development Restrictions. Shared Code Counterpart:**

- a) must include Added Value to other Licensee;
- b) must fully comply with the Specifications for the Technology specified in Attachment B;
- c) must include the Shared Code Counterpart, complete and unmodified pursuant to Section 2.2 of the Research and Development Use license;

**3. Acceptation of a Shared Code Counterpart.**

The decision to reduce or suppress the royalties, the decided amount of reduction based on the due royalty described in the Section 7 of the Internal Deployment Use license and the criteria applied are let to the sole discretion of the Original Contributor. Original Contributor may refuse without explanation your proposal of Shared Code Counterpart.

**4. Delay of submission of the Shared Code Counterpart and validation.**

a) Original Contributor may ask You for a specific delay to contribute your Shared Code Counterpart. Default delay is fixed to 6 month. If You do not contribute your Shared Code Counterpart during the fixed delay, Section 7 of the Attachment C will take precedence over this Attachment D from the date the contract was signed.

b) The right to accept and validate Your Shared Code Counterpart is only applicable by the Original Contributor. Original Contributor may ask for modifications of your counterpart before definitely accepting it as a Shared Code Counterpart.

**5. Modifications on Royalties and Payments.**

Subject to Your contribution of a Shared Code Counterpart as described below or on your JAFS license summary page, Original Contributor grants to You a partial reduction or a full suppression of the due Royalties (Addendum to the Section 7 of the Attachment C):

**Description of the contribution in kind and its value:**

**Default :** None

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*JCSL Attachment D*

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**Delay to develop and submit counterpart (usually 6 months): [6 months]**