AGREEMENT FOR USE OF AN IBM PROGRAM BY OPEN SOURCE COMMUNITIES

The purpose of the Agreement for Use of an IBM Program by Open Source Communities, effective as of _____, is to make the program specified in Appendix A available for use at no charge by the Approved Open Source Community solely for the purpose of supporting the development of open source software available at the Approved Open Source Community's website.

1. DEFINITIONS

Unless otherwise specified, "Agreement" shall mean the Agreement for Use of an IBM Program by Open Source Communities, any relevant appendices, and the Base Agreement.

"Approved Open Source Community," "You," and "Your" refer to the open source community whose use of the Program pursuant to this Agreement has been approved by IBM, and who signs the Agreement below.

"Base Agreement" refers to the International Program License Agreement concerning the Program, and any letter addenda.

A "Committer" is an individual who is granted special permission by You to upload development artifacts to Your development repository, to perform other activities or duties related to Your development, and who is neither a Contributor nor an Other User.

A "Contributor" is an individual who is granted special permission by You to make contributions relevant to Your development, and who is neither a Committer nor an Other User.

"IBM" is the International Business Machines Corporation.

An "Other User" is an individual who may review Your development repository and/or other project artifacts produced from Your development repository, and who is neither a Committer nor a Contributor.

"Program" is described in greater detail in Appendix A, and includes the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related licensed materials, and 5) license use documents or keys, and documentation.

2. PRECEDENCE

This Agreement incorporates the terms of the Base Agreement by reference. If any provision of this Agreement conflicts with a provision in the Base Agreement, the provision

of this Agreement shall prevail. If any provision of this Agreement conflicts with a provision in an appendix to this Agreement, the provision of the appendix shall prevail.

3. LICENSE

Pursuant to the terms of this Agreement, IBM grants to You a nonexclusive, nontransferable license to use the Program. You, and Your Contributors, Committers, and/or Other Users, may not copy, modify, or redistribute the Program unless expressly permitted by an appendix to this Agreement. Your participation under this Agreement, and the participation of Your Committers, Contributors, and/or Other Users, is solely for the purpose of supporting the development of open source software that You make available.

You will (1) maintain a record of any copies of the Program and (2) ensure that anyone who uses the Program (accessed either locally or remotely) does so only for Your authorized use, and complies with the terms of this Agreement.

3.1 KEYS

To the extent You are provided with keys that activate the Program or parts of the Program for permanent use, You may not copy, modify, or redistribute them.

3.2 USE BY CONTRIBUTORS, COMMITTERS, AND/OR OTHER USERS

Any permitted use by Contributors, Committers, and/or Other Users is detailed in the appendix to this Agreement.

4. PROGRAM UPGRADES AND UPDATES

Upon entry into this Agreement, You will install the latest commercially available version of the Program.

Should You install an upgrade, once the upgrade is complete, You may not continue to use the version of the Program from which You upgraded or transfer it to another party. You agree to inform all those to whom You may have been permitted to distribute components of the upgrade.

In some circumstances, IBM may require You to update the Program. If so, You must update the Program within the stated amount of time and certify to IBM that You have done so. If the update pertains to components which You may have been permitted to distribute, You will inform all recipients of the update and the reasonable amount of time within which such update must be made; make reasonable efforts to ensure that those individuals incorporate the update within that amount of time; and certify to IBM that You have taken these actions.

5. BUSINESS CONTACT INFORMATION

You agree to provide IBM with the name of one or more individual(s) who will serve as Your representative(s). You agree to allow IBM to store and use Your representative's

name, e-mail address, and telephone number. You agree to maintain current and accurate contact information with IBM for the duration of this Agreement.

6. CHANGE IN TERMS

Circumstances may arise in which IBM may need to change the terms of this Agreement. IBM will give You two months' notice via e-mail of such changes. Should You elect not to accept the revised terms, You may continue to use the Program in Your possession at that time subject to the terms of the Base Agreement, along with any keys provided under this Agreement, but all other rights under this Agreement terminate immediately.

For any other change to be valid, both You and IBM must agree in a signed writing. Additional or different terms in any written communications from You are void.

7. TERM AND TERMINATION

To be eligible to continue to use the Program pursuant to the terms of this Agreement, You must be a valid licensee, and You, Your Committers, Contributors, and/or Other Users may not violate the Agreement.

IBM may revoke Your license under this Agreement at any time if it determines that You are no longer eligible to participate pursuant to the terms applied to You at the time this Agreement is executed, and/or if You fail to comply with the terms of this Agreement. If IBM determines that You are no longer eligible for this offering, IBM will so notify You in writing and give You three months in which to meet the eligibility requirements.

In the event of termination for cause, including, but not limited to, Your failure to comply with the terms of this Agreement, You must destroy all copies of the Program, including, but not limited to, any subprograms, subparts and/or license keys pertaining to the Program that You may have been permitted to distribute, and certify to IBM that You have taken these actions. You must further notify any recipients of such components of this termination and make reasonable efforts to ensure that all components are destroyed, and certify to IBM that You have taken these actions.

In the event of termination for any other reason, You may continue to use the Program in Your possession at that time subject to the terms of the Base Agreement, along with any keys provided under this Agreement, but all other rights under this Agreement terminate immediately.

Any terms of this Agreement which by their nature extend beyond the Agreement's termination remain in effect until fulfilled, and apply to both of our respective successors and assigns.

8. SUPPORT

IBM will provide Web-based self-help which permits You access to product documentation, frequently asked questions, hints and tips, technical notes, readme files, programming

samples, newsgroups, forums, product fixes and refreshes, and product evaluations. Such self-help is available to You via the Jazz Community Site (http://www.jazz.net). This information is provided to You on an AS-IS BASIS.

This license does not entitle You to receive from IBM hard-copy documentation, support, telephone assistance, or enhancements or updates to the Program except to the extent those enhancements or updates are provided via Jazz.net (collectively, "Support"), although IBM, at its sole discretion may choose to provide such Support. Any enhancements, updates and other materials provided by IBM as part of Support are considered to be part of the Program and therefore governed by this Agreement.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

In addition to the limitations of liability set forth in the Base Agreement, under no circumstances shall IBM be liable for any harm caused, directly or indirectly, intentionally or unintentionally, by any Committer, Contributor, and/or Other User.

You will indemnify IBM from and against any third party claim relating to the conduct of You, Your Committers, Contributors, or Other Users arising out of unauthorized use, modification, or distribution of the Program or any third party code shipping with the Program, and relating to any other conduct pertaining to this Agreement.

10. GOVERNING LAW

Both You and IBM consent to the application of the laws of the State of New York to govern, interpret, and enforce all of Your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

11. GENERAL PROVISIONS

You may not assign this Agreement, in whole or in part, without the prior written consent of IBM. Any attempt to do so is void.

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

You agree to comply with all applicable export and import laws and regulations.

Neither You nor IBM will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.

Neither You nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.

This Agreement, including any Base Agreement or appendix under which the Program is made available to You, are the complete agreements between You and IBM regarding the

use of that Program and replace any prior oral or written communications between You and IBM regarding this offering.

ACCEPTED AND AGREED TO: International Business Machines Corporation	ACCEPTED AND AGREED TO:
By:	By:
IBM Signature Date	Signature Date
Printed Name	Printed Name
Title & Organization	Title & Organization
IBM Address:	Address:

OPEN SOURCE PROJECT/COMMUNITY INFORMATION

i) Project/Community URL:

ii) Project license:
If using a custom license or license not approved by OSI, provide full text here or as an attachment.

iii) URL to forums and/or mailing lists:

iv) URL to builds:

v) URL to project committers/contributors or similar web page that confirms requester is a committer/contributors on the project:

APPENDIX A TO AGREEMENT FOR USE OF AN IBM PROGRAM BY OPEN SOURCE COMMUNITIES

The provisions of the Agreement for Use of an IBM Program by Open Source Communities are incorporated herein by reference.

PROGRAM

"Program" is the latest commercially available version of Rational Team Concert.

CLIENT SOFTWARE

"Client Software" refers to the portions of the Program that must be installed by a user to provide the level of read-write access required to do development work using the Server.

You are permitted to redistribute one copy of the Client Software only to individuals who satisfy the definition of "Committer," "Contributor," or "Other User" under this Agreement. The version of the Client Software You distribute must be the same as, or, as stated by IBM, compatible with the version of the Jazz Team Server You will use. You are responsible for ensuring acceptance of the terms and conditions of the Client Software by the recipient, consistent with the format in which it was provided to You.

You are required to provide a report of all installed and/or assigned Client Access Licenses to IBM, upon IBM's reasonable request.

There is no limit to the number of Client Access Licenses that You may use; however, You are only permitted to assign Client Access Licenses to the authorized user ID for each individual who qualifies under this Agreement.

You are not otherwise permitted to redistribute the Client Software or any other part of the Program.

Consistent with any privacy policy You may have in place, You further agree to collect and store the current names, e-mail addresses, and telephone numbers of every Committer, Contributor, and/or Other User to whom You provide the Client Software, and to validate that information. Unusual circumstances may arise in which IBM has a need to receive such information. Under those circumstances, You further agree to provide such information to IBM upon IBM's reasonable request.

Should You elect not to collect and provide such information, You may, as an alternative to redistributing the Client Software to Committers, Contributors, and/or Other Users pursuant to the terms outlined above, direct such individuals to Jazz.net to obtain the Client Software directly.

You agree to notify info@jazz.net of the method You will choose.

NO WARRANTIES

SUBJECT TO ANY STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, IBM MAKES NO WARRANTIES OR CONDITIONS EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDING THE PROGRAM OR TECHNICAL SUPPORT, IF ANY.

The exclusion also applies to any of IBM's Program developers and suppliers.

JAZZ TEAM SERVER

The Jazz Team Server ("Server"), and any access to the Server, may only be used for Your development. Use of the Server and/or any access to the Server for any other purpose is not permitted. Only IBM and/or its representatives are permitted to produce and/or distribute Jazz Team Server keys.

SERVER ACCESS FOR CONTRIBUTORS

You are permitted to assign one Contributor Client Access License to the authorized user ID for each Contributor, which will grant them the necessary access to the Server to allow them to make contributions to You.

SERVER ACCESS FOR COMMITTERS

You are permitted to assign one Developer Client Access License to the authorized user ID for each Committer, which will grant them the necessary access to the Server and will be valid as long as all of the following conditions are true:

      i.   The individual retains their commit rights to You;
      ii.   You are hosted on the Server pursuant to the terms of this Agreement;
      iii.   Access to the Server by the Committer is solely for the purpose of Your development; and
      iv.   You continue to abide by the terms of this Agreement.

PROGRAM UPDATES, UPGRADES, AND RETURNS

You are required to upgrade any installed and/or assigned Client Access Licenses at the time the Program is upgraded.